

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

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

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT OF  
CLASS ACTION, AND SETTLEMENT HEARING**

**TO:** ALL RECORD AND BENEFICIAL OWNERS OF OUTSTANDING SHARES OF COMMON STOCK OF DBM GLOBAL INC. (FORMERLY KNOWN AS SCHUFF INTERNATIONAL, INC.) 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, TRUSTEES, REPRESENTATIVES, 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.

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION. THIS NOTICE RELATES TO THE PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE SETTLEMENT OR PURSUING THE RELEASED PLAINTIFF CLAIMS (AS DEFINED IN PARAGRAPH 1 HEREIN) AGAINST THE RELEASED DEFENDANT PARTIES (AS DEFINED IN PARAGRAPH 1 HEREIN).

IF YOU HOLD OR TENDERED SHARES OF COMMON STOCK OF DBM GLOBAL INC. (FORMERLY KNOWN AS SCHUFF INTERNATIONAL, INC.) FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

**THE PURPOSE OF THIS NOTICE**

The purpose of this notice (the “Notice”) is to inform you of the above-captioned lawsuit, a proposed settlement of the above-captioned lawsuit (the “Settlement”) as between Plaintiff,<sup>1</sup> on the one hand, and Defendants, on the other hand, as well as to inform you of a hearing to be held by the Court of Chancery of the State of Delaware (the “Court”). The hearing will be held in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, on February 13, 2020, at 1:30 p.m. (the “Settlement Hearing”).

Pursuant to the Settlement, (i) lead plaintiff Mark Jacobs (“Plaintiff”), on his own behalf and on behalf of the Class, (ii) defendants D. Ronald Yagoda (“Yagoda”) and Phillip O. Elbert (“Elbert,” and together with Yagoda, 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 of the action captioned *Schuff International, Inc. Stockholders Litigation* pending in the Court as Consolidated Civil Action Number 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.

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<sup>1</sup> Capitalized terms not otherwise defined herein have the meanings provided in Paragraph 1 below.

At the Settlement Hearing, the Court will be asked 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.

This Notice describes the rights you may have under the Stipulation and what steps you may, but are not required to, take concerning the proposed Settlement. If the Court approves the Stipulation, Plaintiff will ask the Court to approve an Order and Final Judgment that would end the Action.

#### **BACKGROUND OF THE ACTION**

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THE ACTION AND OF THE PROPOSED SETTLEMENT OF THE ACTION SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THE ACTION.**

By stock purchase agreement dated May 12, 2014, HC2 purchased 2,500,000 shares of the common stock of DBM Global Inc. (then known as Schuff International, Inc.) ("DBMG" or the Company") from DBMG's CEO, co-founder, and majority stockholder for \$31.50 per share, which made HC2 the owner of approximately 60% of DBMG's outstanding shares of common stock. On May 30, 2014, HC2 purchased 198,411 shares of DBMG common stock from Jefferies, LLC, which raised HC2's ownership of the outstanding shares of common stock of DBMG to approximately 65%. During June and July 2014, DBMG repurchased 327,664 shares of DBMG common stock from its current and former executives, which raised HC2's ownership of the outstanding shares of common stock of DBMG to approximately 70%.

On June 2, 2014, three directors designated by HC2 joined the Board. On August 11, 2014, HC2 informed the Company that it intended to make a tender offer at \$31.50 per share for all outstanding shares of DBMG common stock that it did not already own (the "2014 Tender Offer").

On August 15, 2014, the Board formed the Special Committee, which consisted of directors who were not officers or employees of HC2 or DBMG, to evaluate the 2014 Tender Offer and communicate with DBMG stockholders regarding the 2014 Tender Offer. By letter dated August 19, 2014, the Special Committee requested changes to the HC2 2014 Tender Offer materials, and HC2 subsequently made the requested changes.

On August 21, 2014, HC2 distributed the 2014 Tender Offer materials to DBMG's stockholders and announced that the 2014 Tender Offer would close on September 19, 2014. On September 5, 2014, the Special Committee (i) informed DBMG's stockholders by letter that the Special Committee took no position regarding the 2014 Tender Offer, and (ii) explained the Special Committee's reasons for its position. On September 22, 2014, HC2 extended the 2014 Tender Offer through September 29, 2014.

On September 26, 2014, the Special Committee informed DBMG's stockholders by letter of a new, large project obtained by DBMG and disclosed to DBMG's stockholders that the Special Committee continued to take no position regarding the 2014 Tender Offer. On September 30, 2014, HC2 extended the 2014 Tender Offer through October 6, 2014.

On October 6, 2014, the 2014 Tender Offer closed and on October 7, 2014, HC2 accepted for purchase 721,124 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock to approximately 88.69%. The Special Committee members tendered their shares of DBMG common stock in the 2014 Tender Offer, as did the members of DBMG's senior management.

In October 2014, HC2 acquired an additional 72,819 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock above 90%. During November 2014 through November 2017, HC2 acquired an additional 73,465 shares of DBMG common stock, which increased HC2's ownership of outstanding shares of DBMG common stock to approximately 92.5%. HC2 acquired 3,565,819 shares of DBMG common stock during May 2014 through November 2017 at a weighted average price of \$31.58 per share.

On November 6, 2014, Mark Jacobs ("Jacobs") filed a complaint challenging the 2014 Tender Offer and a potential short-form merger between HC2 and DBMG in the matter styled *Jacobs v. Falcone*, C.A. No. 10323-VCL (Del. Ch.). On November 13, 2014, Jacobs served a First Request for Production of Documents on Defendants. On November 17, 2014, Arlen Diercks ("Diercks") filed a complaint challenging the 2014 Tender Offer and a potential short-form merger between HC2 and DBMG in the matter styled *Diercks v. Schuff International, Inc.*, C.A. No. 10359-VCL (Del. Ch.). In December 2014, Diercks and Jacobs both moved for consolidation of the two cases and for their respective appointment as lead plaintiff and their counsel as lead counsel. On February 19, 2015, the Court consolidated the Jacobs and Diercks actions into the Action and appointed Jacobs as lead plaintiff and his counsel as lead counsel.

On March 17, 2015, HC2 received a valuation analysis from a third party advisor that implied a per-share value for DBMG of \$68.99 per share as of December 31, 2014.

On April 8, 2015, the Court entered, with modification, the Parties' stipulated Order Governing the Production and Exchange of Confidential and Highly Confidential Information. On June 2, 2015, Plaintiff served a Second Request for Production of Documents on Defendants. During May 2015 through November 2016, Defendants and third parties produced more than 109,000 pages of documents and also served written interrogatories and responses.

On July 30, 2015, Defendants Falcone, Hladek, Voigt, Hill, Roach, Yagoda, Elbert, and HC2 answered the operative complaint. On October 29, 2015, the Parties entered into a Pre-Trial Scheduling Order, which the Court granted with modifications the following day. On October 30, 2015, DBMG was voluntarily dismissed as a defendant in the Action. On November 20, 2015, the Parties entered into an Amended Pre-Trial Scheduling Order, which the Court granted with modifications that same day.

On December 30, 2015, HC2 contributed 41,600 DBMG common shares to an affiliate, Continental General Insurance Company (“Continental”), at an implied value of \$74.48 per share. Also on December 30, 2015, HC2 contributed 40,300 DBMG common shares to an affiliate, United Teacher Associates Insurance Company, at an implied value of \$74.48 per share.

On June 6, 2016, Plaintiff noticed the depositions of Elbert, Falcone, Hill, Hladek, Roach, Voigt, and Yagoda. On June 13, 2016, Plaintiff served his First Request for Admissions on Defendants. On July 12, 2016, the Parties entered into a Second Amended Pre-Trial Scheduling Order, which the Court granted with modifications that same day.

Effective September 1, 2016, Schuff International, Inc. was renamed DBM Global, Inc. On September 15, 2016, the Court granted, with modifications, the Parties’ stipulated Third Amended Pre-Trial Scheduling Order. On October 20, 2016, Plaintiff filed a motion for class certification and an opening brief in support thereof. On December 9, 2016, the HC2 Defendants deposed Plaintiff.

Shortly thereafter, beginning in December 2016, Plaintiff’s Counsel and Defendants’ Counsel engaged in extensive arms’-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action. On February 24, 2017, the Parties agreed to a tentative framework for the potential settlement of the Action (the “February 2017 Settlement Framework”). On January 11, 2017, the Court entered, with modification, the Parties’ stipulated Fourth Amended Pre-Trial Scheduling Order. On March 27 through March 29, 2017, Plaintiff’s Counsel deposed Yagoda, Roach, and Hladek. Thereafter, on June 7, 2017, Plaintiff informed Defendants that he had determined not to proceed with the February 2017 Settlement Framework.

On July 11, 2017, Plaintiff provided Defendants with a draft amended complaint and stated that he had determined to proceed with the Action. Plaintiff’s draft amended complaint alleged, among other things, that HC2 wrongfully failed to close a short-form merger promptly after the 2014 Tender Offer, the 2014 Tender Offer was at an unfair price and involved an unfair process, Defendants (other than HC2) lacked independence from HC2, the actions taken by the Special Committee in connection with the 2014 Tender Offer were inadequate, and the disclosures regarding the 2014 Tender Offer were inadequate and misleading.

During July 2017 through August 2018, Plaintiff’s Counsel and Defendants’ Counsel continued to engage in intermittent arms’-length discussions and negotiations regarding a potential resolution of the claims asserted in the Action.

On February 14, 2018, HC2 sold 20,800 DBMG common shares to Continental for \$132.21 per share.

On August 6, 2018, the Parties agreed to a new framework for the potential settlement of the Action. During August 2018 through February 2019, the Parties engaged in further discovery. On September 21, 2018, Plaintiff served subpoenas on third parties Duff & Phelps, LLC and Deutsche Bank Securities, Inc. Through additional document discovery requested by Plaintiff, Plaintiff received more than 3,300 pages of additional documents, including, without limitation: DBMG’s periodic financial statements since the close of the 2014 Tender Offer; materials regarding a potential sale process for DBMG; quarterly estimates of DBMG’s value prepared by Duff & Phelps, LLC for HC2; one-year and five-year financial projections prepared by DBMG’s management; certain documents regarding private agreements between HC2 and third parties regarding the purchase of DBMG shares other than as provided in the 2014 Tender Offer; and additional non-privileged documents requested by Plaintiff. Plaintiff also deposed Philip Falcone, Chairman and Chief Executive Officer of HC2, on November 29, 2018 and Paul Voigt, HC2’s former Managing Director of Investments, on February 20, 2019.

On April 2, 2019, Plaintiff and Defendants agreed in principle to settle the Action, subject to agreement on definitive settlement documentation. Thereafter, Defendants produced additional documents to Plaintiff including financial statements, valuation presentations prepared for HC2 relating to the Company between March 2015 and October 2019, and certain financial projections.

On July 19, 2019, Elbert died.

On November 15, 2019, the parties thereto filed with the Court the Stipulation setting forth the terms and conditions of the Settlement.

The Settlement set forth in the Stipulation reflects the results of the parties' negotiations. An agreement was reached only after extensive arms'-length negotiations between the parties thereto, all of whom were represented by counsel with extensive experience and expertise in stockholder class action litigation, who were well-informed regarding the strengths and weaknesses of their respective claims and defenses. Counsel for the parties thereto have concluded that the terms and conditions contained in the Stipulation are fair, reasonable, adequate, and in the best interests of Plaintiff, the Class, and Defendants, and that it is reasonable to settle the Action based upon the procedures, the substantial benefits, and the protections contained in the Stipulation. In connection with settlement discussions and negotiations, counsel for the parties thereto did not negotiate the amount of any application by Plaintiff's Counsel for an award of attorneys' fees and expenses, or any incentive award to Plaintiff, prior to reaching agreement on all substantive terms and conditions of the Settlement.

Contemporaneously with the filing of the Stipulation, Plaintiff submitted a Stipulation and Proposed Order on behalf of the parties to the Stipulation requesting leave for Plaintiff to file a further amended class action complaint, reflecting the work product of Plaintiff's Counsel and incorporating the facts and evidence adduced in discovery during the course of the Action.

On December 5, 2019, the Court entered a settlement scheduling order (the "Scheduling Order") providing for, among other things, the scheduling of the Settlement Hearing, and the distribution of this Notice.

**THE SETTLEMENT OF THIS ACTION, IF APPROVED BY THE COURT ON THE TERMS AND CONDITIONS SET FORTH IN THE STIPULATION, WILL INCLUDE, WITHOUT LIMITATION, A RELEASE OF ALL RELEASED PLAINTIFF CLAIMS AGAINST THE RELEASED DEFENDANT PARTIES AND OF ALL RELEASED DEFENDANT CLAIMS AGAINST THE RELEASED PLAINTIFF PARTIES, AS THOSE TERMS ARE DEFINED IN PARAGRAPH 1 BELOW. IF YOU ARE A CLASS MEMBER, YOU WILL BE BOUND BY ANY JUDGMENT ENTERED IN THE ACTION WITH RESPECT TO YOUR ABILITY TO BRING RELEASED PLAINTIFF CLAIMS.**

**THE COURT HAS NOT FINALLY DETERMINED THE MERITS OF THE CLAIMS MADE BY PLAINTIFF AGAINST, OR THE DEFENSES OF, DEFENDANTS IN THE ACTION. THIS NOTICE DOES NOT IMPLY THAT THERE HAS BEEN OR WOULD BE ANY FINDING OF VIOLATION OF THE LAW OR THAT RELIEF IN ANY FORM OR RECOVERY IN ANY AMOUNT COULD BE HAD IF THE ACTION WAS NOT SETTLED.**

### **DEFINITIONS**

1. The following capitalized terms have the meanings specified below:

- a. "Board" means the board of directors of DBMG as constituted from time to time.
- b. "Business Day" means any day that is not a Saturday, a Sunday, or other day on which banks are required or authorized to be closed in New York, New York.
- c. "Class" means a non-opt-out class consisting of any and all record and beneficial owners of outstanding shares of DBMG common stock who held such stock at any time during the Class Period, 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.
- d. "Class Member" means a member of the Class.

e. “Class Period” means May 12, 2014 through and including the close of business on November 15, 2019.

f. “DBMG Financing” means all aspects of the financing for the DBMG payments in connection with the Settlement and Settlement Tender Offer, including the terms, conditions, provisions, negotiations, agreements, and uses in connection therewith.

g. “Defendants’ Counsel” means counsel of record for Defendants in the Action.

h. “Effective Date” means the first Business Day following the date of Final Approval of the Settlement.

i. “Excluded Persons” means: (1) Defendants; (2) the immediate family members of any Defendant; (3) any entity in which a Defendant has or during the Class Period had a controlling interest; (4) officers of DBMG; (5) directors and officers of HC2; and (6) the legal representatives, heirs, successors, transferees, or assigns of any such excluded person.

j. “Final Approval” of the Settlement means that the Court has entered an Order and Final Judgment with no material modification to the [Proposed] Order and Final Judgment attached as Exhibit C to the Stipulation—certifying the Class, approving the Settlement, dismissing Defendants from the Action with prejudice on the merits and without fees, costs, or expenses to any Party (except those set forth in Paragraphs 2, 9, and 18 of the Stipulation), providing for the releases set forth in Paragraphs 3–5 of the Stipulation, and providing for the Bar Order described in Paragraph 14 of the Stipulation, and that such Order and Final Judgment is final and no longer subject to further appeal or review, whether by affirmance on or exhaustion of any possible appeal or review, lapse of time, or otherwise; provided, however, and notwithstanding any provision to the contrary in the Stipulation, Final Approval shall not include (and the Settlement is expressly not conditioned on) the award of attorneys’ fees and the reimbursement of expenses or Plaintiff’s incentive award as provided in Paragraphs 17–22 of the Stipulation, and any appeal related thereto.

k. “Insurers” means the directors and officers liability insurers for Defendants, as well as their respective parents, affiliates, predecessors-in-interest, predecessors, successors-in-interest, successors, transferees, and assigns.

l. “Net Settlement Tender Offer Payment” means \$67.45 per outstanding share of DBMG common stock, less the per share amount of the Fee and Expense Award allocated to the Non-Tendered Stockholders.

m. “Net Tender Payment” means \$35.95 for each of the Tendered Stockholders Shares, less the per share amount of the Fee and Expense Award allocated to the Tendered Stockholders.

n. “Non-Tendered Stockholders” means Class Members who held outstanding shares of DBMG common stock at the close of the 2014 Tender Offer, did not tender those shares in the 2014 Tender Offer, and continued to hold their shares on the close of the date of the Stipulation, along with their heirs, assigns, transferees, successors, and successors-in-interest. For the avoidance of doubt, the Non-Tendered Stockholders do not include the Excluded Persons.

o. “Non-Tendered Stockholders Shares” means the shares of DBMG common stock outstanding at the close of the 2014 Tender Offer held by the Non-Tendered Stockholders that were not tendered in the 2014 Tender Offer. The Non-Tendered Stockholders Shares total 289,902 shares.

p. “Order and Final Judgment” means the entry of an order by the Court in substantially the form as, and with no material modification to, the [Proposed] Order and Final Judgment attached as Exhibit C to the Stipulation.

q. "Person" means any individual, corporation, partnership, limited liability company, association, affiliate, parent, subsidiary, joint stock company, estate, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

r. "Plaintiff's Counsel" means counsel of record for Plaintiff in the Action.

s. "Released Claims" means the Released Defendant Claims and the Released Plaintiff Claims.

t. "Released Defendant Claims" means any claims, complaints, liabilities, causes of action, or sanctions that have been or could have been asserted in the Action, or in any court, tribunal, forum, suit, action, or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties (including, without limitation, Unknown Claims), which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendant Claims shall not include the right to enforce the Stipulation.

u. "Released Defendant Parties" means, whether or not each or all of the following Persons were named, served with process, or appeared in the Action: (1) Defendants; (2) any Person that is or was related to or affiliated or associated with Defendants or in which any or all of them has or had a controlling interest; (3) DBMG; (4) the members of the Board; and (5) with respect to the individuals and entities set forth or described in (1), (2), (3), or (4), the respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, foundations, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys (including, without limitation, Defendants' Counsel), personal or legal representatives, accountants, tax advisors, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing.

v. "Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.

w. "Released Plaintiff Claims" means (1) any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, (2) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including, without limitation, Unknown Claims), (3) that Plaintiff or any other Class Member asserted or could have asserted based on his, her, or its ownership of shares of DBMG common stock during the Class Period whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, or that DBMG could have asserted directly, against the Released Defendant Parties, (4) in any court, tribunal, forum, suit, action, or proceeding, (5) whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, without limitation, any claims under federal or state securities laws, federal or state antitrust law, or federal or state disclosure law), (6) which now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, or previously were based upon, arose out of, resulted from, were related to or involved, directly or indirectly, any of the actual, alleged, or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, or could have been, alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to, directly or indirectly, in whole or in part: (A) the Action; (B) the subject matter of the Action; (C) the 2014 Tender Offer, including, without limitation, the process leading up to the 2014 Tender Offer, the price offered or paid by HC2 in the 2014 Tender Offer, and the actions or inactions of the Released Defendant Parties in connection with the 2014 Tender Offer; (D) the disclosures in

connection with the 2014 Tender Offer, including, without limitation, the Special Committee's September 2014 letters to DBMG stockholders, HC2's 2014 Tender Offer materials, or any other disclosures made available or publicly filed relating, directly or indirectly, to the 2014 Tender Offer, including, without limitation, claims under the federal securities laws within the exclusive jurisdiction of the federal courts; (E) the legal and fiduciary duties, if any, of the Released Defendant Parties in connection with the 2014 Tender Offer; (F) HC2's decision not to consummate a short-form merger after obtaining 90% ownership of the outstanding shares of DBMG common stock; (G) Plaintiff's allegation that the Tendered Stockholders and Non-Tendered Stockholders were wrongfully denied a liquidity opportunity in 2014 and thereafter to exit their investments in DBMG at a value higher than \$31.50 per share; (H) any harms allegedly suffered by Non-Tendered Stockholders due to limited opportunities to liquidate their investments in DBMG since the 2014 Tender Offer; (I) any of the allegations in any complaint or amendment thereto filed in the Action; (J) the Settlement, the Settlement Tender Offer, and the DBMG Financing, including, without limitation, the approval of the foregoing by DBMG, the Board, DBMG officers, HC2, HC2 officers, or HC2 directors; (K) the consideration offered to or received by the relevant DBMG stockholders in the Settlement Tender Offer; (L) the Settlement Tender Offer Disclosures, including, without limitation, claims under the federal securities laws within the exclusive jurisdiction of the federal courts; (M) the legal and fiduciary duties, if any, of the Released Defendant Parties in connection with the Settlement, the Settlement Tender Offer, the Settlement Tender Offer Disclosures, and the DBMG Financing, including, without limitation, the approval of the foregoing by DBMG, the Board, DBMG officers, HC2, HC2 officers, or HC2 directors; and (N) the administration or distribution of the settlement consideration described in Paragraph 4; provided, however, that the Released Plaintiff Claims shall not include the right to enforce the Stipulation. For purposes of clarity, Released Plaintiff Claims do not include claims based on post-Settlement conduct by the Released Defendant Parties that are not based upon, or do not arise out of, relate in any way to, or involve, directly or indirectly, the Settlement Tender Offer, the DBMG Financing, or the Settlement Tender Offer Disclosures. For example, Released Plaintiff Claims do not include appraisal claims in connection with a subsequent cash-out merger by Non-Tendered Stockholders who elect not to participate in the Settlement Tender Offer.

x. "Released Plaintiff Parties" means Plaintiff, all other Class Members, and Plaintiff's Counsel.

y. "Settlement Hearing" means the hearing that will be held in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, on February 13, 2020, at 1:30 p.m.

z. "Settlement Tender Offer" means the tender offer described in Paragraph 4(b) below.

aa. "Settlement Tender Offer Disclosures" means the offering materials for the Settlement Tender Offer substantially in the form attached as Exhibit D to the Stipulation, including, without limitation, any updates or non-material supplements thereto and the documents available through the Virtual Data Room.

bb. "Tendered Stockholders" means Class Members who tendered their then outstanding shares of DBMG common stock in the 2014 Tender Offer, along with their heirs, assigns, transferees, successors, and successors-in-interest. For the avoidance of doubt, the Non-Tendered Stockholders do not include the Excluded Persons.

cc. "Tendered Stockholders Shares" means the shares of DBMG common stock held by the Tendered Stockholders that were tendered in the 2014 Tender Offer. The Tendered Stockholders Shares are expected to total approximately 568,556 shares.

dd. "Unknown Claims" means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including, without limitation those which, if known, might have affected the decision to enter into the Stipulation. With respect to any of the Released Claims, the releasing Persons stipulate and agree that upon Final Approval of the Settlement, the releasing Persons shall be deemed to have, and by operation of the Order and Final Judgment entered by the Court shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law or principle of common law of the United States or any state of the United States or territory of the United States, or other jurisdiction, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Pursuant to the Stipulation, the parties thereto have acknowledged and the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the parties thereto, and by operation of law the Class, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Pursuant to the Stipulation, the parties thereto have acknowledged, and the Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Plaintiff Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the parties thereto in entering into the Stipulation.

ee. “Virtual Data Room” means the electronic data room established in connection with the Settlement and the Settlement Tender Offer through which the Class will be able to access value-relevant materials from DBMG and third-party consultants of HC2 (the “Consultants”). The materials prepared by the Consultants are subject to confidentiality and use restrictions, and each Class Member will be required to grant certain releases to the Consultants to access the Consultants’ materials.

### **REASONS FOR THE SETTLEMENT**

2. Pursuant to the Stipulation, Plaintiff asserts that he has brought his claims in good faith and continues to believe that his claims 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. In negotiating and evaluating the terms and conditions of the Stipulation, Plaintiff’s Counsel considered: (1) the strengths and weaknesses of Plaintiff’s claims; (2) the legal and factual defenses of Defendants; (3) the time and expense that would be incurred by further litigation; (4) the uncertainties inherent in, and attendant risks of, litigation; and (5) the desirability of permitting the Settlement to be consummated as provided by the terms and conditions of the Stipulation. Plaintiff believes that the terms and conditions contained in the Stipulation are fair, reasonable, adequate, and in the best interests of the Class and that it is reasonable to pursue the settlement of the Action before the Court based upon the terms and conditions outlined in the Stipulation and the benefits and protections offered by the Stipulation, and wishes to document his agreement in the Stipulation.

3. The entry by Defendants into the Stipulation is not an admission as to the merit of any claims asserted in the Action. Defendants maintain that no breach of fiduciary duty occurred. Defendants further maintain that they have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiff, DBMG, or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law or aiding and abetting any violation of law, deny that they acted improperly in any way, believe that they acted properly at all times, believe the Action has no merit, and maintain that they have committed no breach of duty whatsoever, but wish to enter into the Settlement solely because they consider it desirable that the Action be settled to, among other things, (1) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation, and (2) finally put to rest and terminate all the claims that were or could have been asserted in the Action against the Released Defendant Parties.

### **THE SETTLEMENT CONSIDERATION**

4. Pursuant to the Stipulation, in consideration for the full and final settlement between the parties thereto and the mutual releases described in the Stipulation:

a. DBMG shall pay the Net Tender Payment to the Tendered Stockholders within ten (10) business days of Final Approval, using cash from the DBMG Financing and the Insurers.

b. Within thirty (30) calendar days of Final Approval, DBMG shall commence a tender offer at a price equal to the Net Settlement Tender Offer Payment for all of the Non-Tendered Stockholders Shares. Non-Tendered Stockholders may participate in the Settlement Tender Offer, or not, at their election. However, Plaintiff shall tender all of his shares of DBMG common stock in the Settlement Tender Offer. Once DBMG has commenced the Settlement Tender Offer, DBMG will not extend the Settlement Tender Offer if each of the conditions set forth in the “Conditions of the Offer” section of the Settlement Tender Offer Disclosures has been satisfied as of immediately prior to the expiration of the Settlement Tender Offer. If one or more of the conditions set forth in such section is not satisfied as of such time, DBMG reserves the right, in its sole discretion, to extend the period of time during which the Settlement Tender Offer remains open or to terminate the Settlement Tender Offer, as provided in the Settlement Tender Offer Disclosures. Within seven (7) calendar days of the close of the Settlement Tender Offer, DBMG shall pay the Net Settlement Tender Offer Payment to participating Non-Tendered Stockholders.

c. Any Class Member shall be treated as (i) a Tendered Stockholder with respect to the Tendered Stockholders Shares attributable to such Class Member, and (ii) a Non-Tendered Stockholder with respect to the Non-Tendered Stockholders Shares attributable to such Class Member.

d. The parties to the Stipulation intend that, to the extent practicable, the Settlement shall not be a claims-made settlement and distributions shall be made without the use of claim forms, with the Net Tender Payment distributed directly to Tendered Stockholders through the same channels that the Company uses to pay dividends, and with the Net Settlement Tender Offer Payment made directly in connection with the Settlement Tender Offer.

### **CLASS CERTIFICATION DETERMINATION**

5. On December 5, 2019, the Court entered the Scheduling Order preliminarily certifying, for settlement purposes only, a non-opt-out class, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of the Class Members.

6. At the Settlement Hearing, the Court will determine, among other things, whether: (a) the Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law or fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with both the prosecution of the Action and the Settlement, Plaintiff and Plaintiff’s Counsel have fairly and adequately represented the interests of the Class; and (e) the Action otherwise complies with Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2).

### **THE ORDER AND FINAL JUDGMENT**

7. If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class, the Court will enter an Order and Final Judgment, which will, among other things:

a. Make final the Court’s previous determination to certify the Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) for purposes of the Settlement;

b. Determine that Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action;

c. Determine that the form and manner of this Notice meets the requirements of Court of Chancery Rule 23, due process, and applicable law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all Persons entitled thereto;

d. Bind all Class Members by the Order and Final Judgment;

e. Determine that the Settlement, as set forth in the Stipulation, is fair, reasonable, adequate, and in the best interests of the Class;

f. Dismiss the Action with prejudice as against Defendants without the award of any fees, costs, or expenses or the grant of further relief except for the payments contemplated by the Stipulation;

g. Fully, finally, and forever release the Released Claims against the respective Released Parties, as more fully described in the Section below entitled "Releases";

h. Forever bar and enjoin Plaintiff and all Class Members from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Plaintiff Claims against any of the Released Defendant Parties, and forever bar and enjoin Defendants from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Defendant Claims against any of the Released Plaintiff Parties;

i. Award Plaintiff's Counsel such attorneys' fees and expenses as the Court deems fair and reasonable, with any such fees and expenses to be paid from the amounts otherwise payable to the Tendered Stockholders and the Non-Tendered Stockholders;

j. Award Plaintiff an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel; and

k. Enter a bar order (the "Bar Order") in substantially the following form:

Any claims against the Released Defendant Parties, in which the injury claimed is the claimant's actual or threatened liability to the Released Plaintiff Parties, arising out of or relating to, or arising out of or relating to the subject matter of, the Released Plaintiff Claims, including, without limitation, any third party claims for contribution in accordance with 10 Del. C. § 6304(b) and any similar laws and statutes, are hereby barred.

## RELEASES

8. Pursuant to the Stipulation, in consideration of the benefits provided by the Settlement, the Order and Final Judgment is proposed to, among other things, provide for the full and complete dismissal of the Action with prejudice on the merits as to Defendants without fees, costs, or expenses (except as provided in the Stipulation) and provide for the following releases:

a. As of the Effective Date, Plaintiff and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents, shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff Claims against any of the Released Defendant Parties.

b. As of the Effective Date, Defendants shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendant Claims against any of the Released Plaintiff Parties.

c. As of the Effective Date, the Parties and the Class shall be deemed bound by the Stipulation and the Order and Final Judgment. The Order and Final Judgment, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other lawful preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings maintained by, or on behalf of the Parties and the Class, as well as their legal representatives, heirs, executors, administrators,

estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents.

### **APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

9. In connection with the Court's consideration of the Settlement, Plaintiff's Counsel intends to petition the Court for an award of attorneys' fees and expenses, which amount shall be wholly inclusive of all of Plaintiff's and Plaintiff's Counsel's fees, expenses, cost disbursements, and expert and consulting fees associated with the benefits created by the Settlement (the "Fee and Expense Award"). Pursuant to the Stipulation, the parties thereto agree that Plaintiff will not seek to include the fees, costs, or expenses of administering the Settlement, including the costs associated with distributing the Settlement Notice, distributing the Net Tender Payment, and/or distributing the Net Settlement Offer Payment in the Fee and Expense Award. The parties thereto further agree that Defendants shall have no responsibility to contribute to any Fee and Expense Award beyond any amounts that may be awarded to Plaintiff's Counsel from the amounts otherwise payable to the Tendered Stockholders and the Non-Tendered Stockholders.

10. In connection with the settlement payments to the Tendered Stockholders, Plaintiff's Counsel intend to petition the Court for an award of attorneys' fees and expenses in an amount not to exceed 27.5% of the aggregate Net Tender Payment. Such award shall be paid out of the Net Tender Payment (inclusive of fees) at the time the Company makes such Payment to the Tendered Stockholders. In connection with Settlement Tender Offer payments to the Non-Tendered Stockholders, Plaintiff's Counsel intend to petition the Court for the same per-share amount of the aggregate Net Settlement Tender Offer Payment actually paid to the Non-Tendered Stockholders who participate in the Settlement Tender Offer. Such award shall be paid out of the Net Settlement Tender Offer Payment (inclusive of fees) at the time the Company makes such Payment to the Non-Tendered Stockholders. By way of example, if the portion of the Fee and Expense Award attributable to the Tendered Stockholders constituted \$9.89 per share (27.5% of the \$35.95 per share base payment), Plaintiff's Counsel would seek an award of attorneys' fees of \$9.89 per share for each share tendered in the Settlement Tender Offer, with that amount being deducted from the amount ultimately paid to the Non-Tendered Stockholder who tendered the share in the Settlement Tender Offer.

11. Pursuant to the Stipulation, resolution of the Fee and Expense Award is not a precondition to the Settlement or to the dismissal with prejudice of Defendants from the Action. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any award of attorneys' fees and expenses. Any disapproval or modification of the application for the Fee and Expense Award by the Court or on appeal shall not affect or delay the enforceability of the Stipulation, provide any of the parties thereto with the right to terminate the Settlement, impose any obligation on any of Defendants, or subject them in any way to an increase in the amount paid by them or on their behalf in connection with the Settlement, or affect or delay the binding effect or finality of the Order and Final Judgment and the release of the Released Claims.

12. Additionally, Plaintiff's Counsel may request that the Court allocate a portion of the Fee and Expense Award to Plaintiff as an incentive award in consideration of Plaintiff's time and effort in connection with the prosecution of Plaintiff's claims on behalf of the Class. No portion of the Fee and Expense Award shall be allocated or paid to Plaintiff except insofar as the Court expressly approves such a payment, and then only in the amount approved by the Court.

13. No fees or expenses shall be paid to Plaintiff or Plaintiff's Counsel prior to the payments described in Paragraph 4 herein.

### **EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

14. The Stipulation provides that 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 reserve the right to 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.

### **THE SETTLEMENT HEARING**

15. The Court has scheduled a Settlement Hearing which will be held on February 13, 2020, at 1:30 p.m., in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 as described previously in this Notice.

16. 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. The Court also may approve the Settlement at or after the Settlement Hearing or any adjournment thereof according to the terms and conditions of the Stipulation, as it may be modified by the parties thereto, with or without further notice. Further, the Court may render its judgment, and order the payment of attorneys' fees and expenses, all without further notice.

### **RIGHT TO APPEAR AND OBJECT AT SETTLEMENT HEARING**

17. Any Class Member or current record or beneficial stockholder of DBMG who objects to the Stipulation, the Settlement, 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, such 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  
RIGRODSKY & LONG, P.A.  
300 Delaware Avenue, Suite 1220  
Wilmington, DE 19801

Kelly A. Terribile  
GREENBERG TRAURIG, LLP  
1007 North Orange Street, Suite 1200  
Wilmington, DE 19801

Kevin G. Abrams  
ABRAMS & BAYLISS LLP  
20 Montchanin Road, Suite 200  
Wilmington, DE 19807

Peter B. Ladig  
BAYARD, P.A.  
600 North King Street, Suite 400  
Wilmington, DE 19801

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

18. 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 17 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.

19. Any Class Member or current record or beneficial stockholder of DBMG who does not object to the Settlement, the request by Plaintiff's Counsel for an award of attorneys' fees and expenses, a request by Plaintiff for an incentive award, or any other matter stated above need not do anything.

#### **SCOPE OF THIS NOTICE AND FURTHER INFORMATION**

20. The foregoing description of the Settlement Hearing, the Action, the terms and conditions of the proposed Settlement, and other matters described in this Notice are not comprehensive. Accordingly, Class Members, record and beneficial owners of outstanding shares of DBMG common stock, and their attorneys are referred to the documents filed with the Court in the Action, including, without limitation, the Stipulation, which are available for inspection at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, during regular business hours of each business day. Inquiries or comments about the Settlement, including, without limitation, requests for additional copies of this Notice, may be directed to the attention of Plaintiff's Counsel as follows:

Seth D. Rigrodsky  
Rigrodsky & Long, P.A.  
300 Delaware Avenue, Suite 1220  
Wilmington, DE 19801

#### **PLEASE DO NOT WRITE OR CALL THE COURT.**

21. In connection with the proposed Settlement, Class Members may access certain non-public information related to the value of DBMG by emailing SchuffDataAccess@dbmglobal.com to request access to the Virtual Data Room. The Virtual Data Room contains confidential Company documents and documents created by the Consultants that are subject to confidentiality and use restrictions. Before accessing the Virtual Data Room, you must by electronic consent (i) agree to be bound by the confidentiality provisions that are disclosed on the front page of the Virtual Data Room and (ii) must further agree to waive and release the Consultants from any claims of liability arising from the valuation presentations obtained by HC2 and included in the Virtual Data Room. Please review the entry pages of the Virtual Data Room for additional information regarding the terms and conditions for accessing the information in the Virtual Data Room.

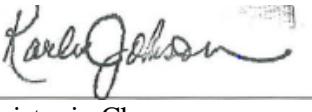
**NOTICE TO PERSONS OR ENTITIES HOLDING  
RECORD OWNERSHIP ON BEHALF OF OTHERS**

22. Brokerage firms, banks, and/or other Persons who hold shares of the common stock of DBMG for the benefit of others are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Schuff International Stockholder Litigation Notice Administrator  
c/o KCC Class Action Services  
P.O. Box 43034  
Providence, RI 02940-3034  
DBMGLOBALSTOCKHOLDERLITIGATION@KCCLLC.COM

Dated: December 9, 2019

BY ORDER OF THE COURT

  
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Register in Chancery