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EFiled: May 18 2026 02:38PM EDT
Transaction ID 79496887
~~Case No. 2022-0130-BWD~~

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

)	
TEUZA - A FAIRCHILD)	
TECHNOLOGY VENTURE LTD.,)	
NACHOS, INC. and ADNIR)	
HOLDINGS LTD., Individually And)	
On Behalf Of All Others Similarly)	C.A. No. 2022-0130-BWD
Situated,)	
)	
Plaintiffs,)	
vs.)	
)	
MARK LINDON, MICHAEL)	
DREYER, ANOOSHEH BOSTANI,)	
DAVID SCOTT, NICHOLAS)	
TERRAFRANCA, JOSEPH RUBLE,)	
ALFRED E. MANN TRUST, MANN)	
GROUP, LLC, BIOVENTUS LLC, and)	
BIOVENTUS INC.)	
)	
Defendants.)	

**[PROPOSED] AMENDED SCHEDULING ORDER WITH RESPECT TO
NOTICE AND SETTLEMENT HEARING**

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

WHEREAS, a Stipulation and Agreement of Settlement, Compromise, and Release dated January 15, 2026 (the “Stipulation”) has been entered into by and among the following parties: (i) plaintiffs Teuza – A Fairchild Technology Venture

Ltd., Nachos, Inc., and Adnir Holdings Ltd., on behalf of themselves and the Class (as defined in the Stipulation) (collectively, “Plaintiffs”); (ii) defendants Michael Dreyer, Anoosheh Bostani, Alfred E. Mann Trust, and Mann Group, LLC (collectively, “Mann Defendants”); and (iii) defendant Mark Lindon (collectively with the Mann Defendants, “Defendants”) (collectively, the “Parties”);

WHEREAS, the Stipulation provides for a settlement, subject to the approval of the Court, among the Parties and for dismissal of the Action with prejudice as against Defendants upon the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, on January 29, 2026, the Court entered the Scheduling Order With Respect to Notice and Settlement Hearing, which approved the Notice and Summary Notice as set forth in the Stipulation;

WHEREAS, on May 6, 2026, the Court ordered the parties to revise the Notice and Summary Notice to specify the amount of the service awards sought by the plaintiffs, and continued the settlement hearing then scheduled for May 8, 2026;

WHEREAS, the Parties have agreed on the form of an Amended Notice and an Amended Summary Notice in the forms filed herewith;

NOW, upon application of the Parties, after review and consideration of the Stipulation filed with the Court and the exhibits attached thereto,

IT IS HEREBY ORDERED this ____ day of _____, 2026 that:

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

2. For purposes of settlement only, in accordance with the proposed Class definition in the Stipulation, the Action 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: all record and beneficial holders of Bioness common stock as of the Merger Date, together with their heirs, assigns, transferees, and successors-in-interest, with the exception of the Excluded Persons.

3. The Court preliminarily appoints Plaintiffs as class representatives for the Class. The Court preliminarily appoints Plaintiffs' Counsel as counsel for the Class.

4. A hearing (the "Settlement Hearing") shall be held on August 4, 2026 at 1:30 p.m., in the Court of Chancery Courthouse at 34 The Circle, Georgetown, Delaware 19947, or as may be undertaken via a remote proceeding such as Zoom or by telephone, to (a) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine, for settlement purposes only, whether Plaintiffs and Plaintiffs' Counsel have adequately represented the Class, and, for settlement purposes only, whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs' Counsel should be finally appointed as Plaintiffs' Counsel for the

Class; (c) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (d) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (e) determine whether the Order and Final Judgment approving the Settlement should be entered; (f) determine whether the Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (g) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs' Counsel and/or to Plaintiffs as service awards; (h) hear and rule on any objections to the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's application for a Fee and Expense Award; and (i) consider any other matters that may properly be brought before the Court in connection with the Settlement.

5. The Court reserves the right to approve the Stipulation and the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice to the Class.

6. Further, the Court may render its final judgment dismissing the Action and the Released Plaintiffs' Claims with prejudice, approving releases by Plaintiffs and the Class of claims against the Released Defendant Parties, and ordering the payment of attorneys' fees and expenses, all without further notice to the Class.

7. The Court approves, in form and substance, the Amended Summary Notice and Amended Notice in the forms filed herewith, and finds that the mailing and publication of the Amended Summary Notice, and dissemination of the Notice through the website www.BionessStockholderSettlement.com in the manner and form set forth in this Order substantially meets the requirements of Court of Chancery Rule 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

a. At least forty-five (45) days before the Settlement Hearing, the Settlement Administrator shall: (a) mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the United States, the Amended Summary Notice to each Class Member at their last known address appearing in the Securities Transfer Records and/or as otherwise provided; and (b) email the Summary Notice to all Class Members for whom email addresses are available in the Securities Transfer Records. Any and all Notice Costs shall be paid from the Settlement Fund. In no event shall Plaintiffs, Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice Costs except as provided in the Stipulation.

b. All record holders of Bioness stock as of the Merger Date who held such stock on behalf of beneficial owners and who receive the Summary Notice shall be requested to forward the Amended Summary Notice promptly to such beneficial owners. The Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Amended Summary Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

c. At least forty-five (45) days before the Settlement Hearing, the Settlement Administrator shall cause the Amended Notice, as well as copies of the Stipulation of Settlement, Plaintiffs' operative complaint, and this Amended Scheduling Order to be posted on the Settlement Administrator's website, from which copies of the each may be downloaded.

d. At least forty-five (45) days before the Settlement Hearing, Plaintiffs' Counsel shall cause the Amended Summary Notice to be published on a national wire service and on Levi & Korsinsky, LLP's firm website.

e. At least five (5) business days before the Settlement Hearing, the Settlement Administrator shall file an appropriate affidavit attesting to the dissemination of the Amended Summary Notice and publication of the Amended Notice in accordance with this Order.

f. At least five (5) business days before the Settlement Hearing, the Settlement Administrator or Plaintiffs' Counsel shall file with the Court proof of publication of the Amended Summary Notice in accordance with this Order.

8. As set forth in the Amended Summary Notice, any Class Member who objects to the Settlement, the Class certification, the proposed Order and Final Judgment, the Plan of Allocation, Plaintiffs' Counsel's application for a Fee and Expense Award, Plaintiffs' requested service awards, or who otherwise wishes to be heard ("Objector") may appear in person (or by telephone or Zoom if the Settlement Hearing is conducted in such manner) 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 no Objector shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or if approved, the Order and Final Judgment to be entered thereon, the Plan of Allocation, Plaintiffs' Counsel's Fee and Expense Award, or Plaintiffs' requested service awards, unless he, she, or it has, no later than fourteen (14) days before the Settlement Hearing (unless the Court in its discretion shall thereafter otherwise direct, upon application of such person and for good cause shown), filed with the Register in Chancery, Court of Chancery Courthouse, 34 The Circle, Georgetown, Delaware 19947, the following: copies of (a) proof of membership in the Class; (b) a written and signed notice of the

Objector's intention to appear and object, stating the name, address, and telephone number of the Objector and, if represented, the name, address, and telephone number of his, her, or its counsel; (c) a detailed statement of the objections to any matter before the Court; and (d) a detailed statement of all the grounds thereon and the reasons for the Objector's desire to appear and be heard, as well as all documents or writings which the Objector desires the Court to consider. Any such filings with the Court must also be served upon each of the following counsel (i) by hand, first class U.S. mail, or express service, and (ii) by email such that they are received no later than fourteen (14) days prior to the Settlement Hearing:

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sczerwonka@wilks.law

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. Unless the Court otherwise directs, no Class Member shall be entitled to object to the Settlement, Class Certification, the Order and Final Judgment to be entered herein, the Plan of Allocation, or the Fee and Expense Award to Plaintiffs' Counsel, or otherwise to be heard, except by serving and filing written objections as prescribed in the foregoing Paragraph. Any person or entity who fails to object in the manner provided above shall be deemed to have waived such objection (including the right to appeal), unless the Court in its discretion allows such objection to be heard at the Settlement Hearing, and shall forever be barred from raising such objection in this Action or any other action or proceeding or otherwise contesting the Settlement, the Plan of Allocation, the Fee and Expense Award, Plaintiffs' requests for service awards, or any other matter related to the Settlement, in the Action or any other action or proceeding, and will be bound by the Order and Final Judgment to be entered and the releases to be given.

10. Plaintiffs shall file and serve their opening brief in support of the Settlement, the Plan of Allocation, and Plaintiffs' Counsel's Fee and Expense Award no later than twenty-eight (28) days prior to the Settlement Hearing.

11. At least seven (7) days prior to the Settlement Hearing, the Parties may file with the Court briefs in response to any objections made by an Objector pursuant to Paragraph 8 above.

12. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, the Order and Final Judgment shall be entered substantially in the form attached as Exhibit D to the Stipulation.

13. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) the Settlement and Stipulation (other than Paragraph 41 of the Stipulation and other paragraphs specified therein) shall be canceled and terminated; (b) any judgment entered in the Action and any related orders shall in all events be treated as vacated, *nunc pro tunc*; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the agreement to the Settlement Term Sheet on November 3, 2025; (f) the Parties shall meet and confer and jointly petition the Court for a case scheduling order; (g) the Parties shall proceed in all respects as if the Settlement and Stipulation (other than Paragraph 41 of the Stipulation and other paragraphs specified therein) had not been entered into by the Parties.

14. All proceedings in the Action, 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 this Court. Except as provided in the Stipulation, pending final determination of whether the Stipulation should be approved, all Parties and all Class Members are hereby enjoined against instituting, commencing, prosecuting, continuing, or in any way participating in, whether directly, representatively, individually, or in any other capacity, any action or other proceeding asserting any Released Claims.

15. The provisions contained in the Stipulation shall not be deemed a presumption, concession, or admission by any Party of any fault, liability, wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims (including the Released Claims) that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been, will be, or could be brought.

16. Each Party denies any and all allegations that he, she, or it committed wrongdoing, has any fault or liability, or caused damage in the Action. The Settlement and the Stipulation do not constitute a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by any of the Released Parties. Neither the Stipulation, nor any of the terms and provisions of the Stipulation, nor any of the negotiations or proceedings in connection therewith,

nor any of the documents or statements referred to therein, nor the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, (a) shall be used, 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 Parties, or of any infirmity of any claim or defense, or of any damage to any person or entity; nor (b) shall otherwise be admissible in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Stipulation may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to argue and establish that the Stipulation has res judicata, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement or to secure any insurance rights or proceeds of any of the Released Defendant Parties.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to anyone other than the Parties or any Objectors.

Vice Chancellor Bonnie W. David

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

Court: DE Court of Chancery Civil Action

Judge: Bonnie W. David

File & Serve

Transaction ID: 79493319

Current Date: May 18, 2026

Case Number: 2022-0130-BWD

Case Name: CONF ORDER - TEUZA - A Fairchild Technology Venture Ltd., Individually and On Behalf of All Others Similarly Situated, Plaintiff v. Mark Lindon, Defendant

Court Authorizer: Bonnie W. David

/s/ Judge Bonnie W. David