

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE QURATE RETAIL, INC.
DERIVATIVE LITIGATION

C.A. No. 2021-1116-SG

SCHEDULING ORDER

Defendants John C. Malone and Gregory B. Maffei (together, the “Individual Defendants”), nominal defendant Qurate Retail, Inc. (“Qurate” or the “Company”), and Plaintiff Barbara Strougo (“Plaintiff” and, with Qurate and the Individual Defendants, the “Parties”), having applied pursuant to Court of Chancery Rule 23.1 for an order approving the proposed settlement of the above-captioned derivative action (the “Action”) and determining certain matters in connection with the proposed settlement of the Action (the “Settlement”) and for dismissal of the Action with prejudice, in accordance with the terms and conditions of the Stipulation and Agreement of Compromise, Settlement and Release entered into by the Parties and dated September 25, 2024 (the “Stipulation”);

WHEREAS, all capitalized terms contained herein shall have the same meanings as set forth in the Stipulation (in addition to those capitalized terms defined herein);

NOW, upon consent of the Parties, after review and consideration of the Stipulation filed with the Court of Chancery of the State of Delaware (the “Court”) and the Exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED this 27th day of September 2024, that:

1. This Court does hereby preliminarily approve, subject to further consideration at the Settlement Hearing described below, the Stipulation and the Settlement set forth therein, including the terms and conditions for: (i) a proposed Settlement and dismissal of the Action with prejudice as to the Released Persons; and (ii) an award of attorneys’ fees and costs to Plaintiff’s Counsel.

2. A hearing (the “Settlement Hearing”) shall be held on December 6, 2024 at 10:00 a.m., in the Court of Chancery, Sussex County Courthouse, 34 The Circle, Georgetown, DE 19947 to:

a. determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of Qurate and its stockholders (excluding the Individual Defendants);

b. determine whether an Order and Final Judgment should be entered pursuant to the Stipulation;

c. consider Plaintiff’s applications for an award of attorneys’ fees and expenses; and

d. rule on such other matters as the Court may deem appropriate.

3. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

4. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to stockholders.

5. By October 7, 2024, notice of the proposed Settlement shall be provided by Qurate at its expense, by mailing a Notice in substantially the form attached to the Settlement Stipulation as Exhibit C to all holders of record of Qurate stock as of the time of entry of this Scheduling Order.

6. No later than five business days after the date of entry of this Scheduling Order, Fields Kupka & Shukurov LLP and Pomerantz LLP shall post a copy of the Stipulation and a Notice in substantially the form attached to the Settlement Stipulation as Exhibit C on their websites, which shall remain posted on their websites through the Final Approval of the Settlement.

7. The form and method of notice herein is the best notice practicable and constitutes due and sufficient notice of the Settlement Hearing to all persons entitled to receive such a notice. Counsel for Qurate and counsel for Plaintiff shall at least ten (10) business days prior to the Settlement Hearing described herein, file with the

Court appropriate affidavits with respect to the provision of the Notice in accordance with this Scheduling Order.

8. 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 the Court. Pending final determination of whether the Settlement should be approved, Plaintiff and all Qurate stockholders are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any action asserting any Settled Claims, either directly, representatively, derivatively, or in any other capacity, against Qurate, the Individual Defendants or any of the Released Persons.

9. Any stockholder who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiff's Counsel's application for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by such member's attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, 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-one (21) calendar days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) a statement of such person's objections to any matters before the Court;

(c) the grounds for such objections and the reasons that such person desires to appear and be heard; (d) documentation evidencing ownership of Qurate stock; and (e) all documents or writings such person desires the Court to consider. Such filings shall be served upon the following counsel:

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and then filed with the Register in Chancery. If any objections to the Settlement are received or filed, Plaintiff and/or Defendants may file and serve a response to those objections no later than fourteen (14) calendar days prior to the Settlement Hearing.

10. Plaintiff shall file and serve her opening brief in support of the Settlement and her application for attorneys' fees and expenses on or before October 25, 2024. Any objection or opposition to the application for attorneys' fees and expenses shall be filed and served no later than November 8, 2024. Plaintiff may file and serve any reply brief in support of the Settlement and her application for attorneys' fees and expenses no later than November 22, 2024.

11. Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in paragraph 8. Any person who fails to object in the manner described above shall be deemed to have

waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

12. If the Settlement, including any amendment made in accordance with the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof made with the consent of the Parties as provided for in the Stipulation), and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein) shall be terminated and shall become void and of no further force and effect. In that event, neither the Stipulation, nor any provision contained in the Stipulation, nor any action undertaken pursuant thereto, nor the negotiation thereof by any party shall be deemed an admission or received as evidence in this or any other action or proceeding.

/s/Sam Glasscock III
Vice Chancellor