



**GRANTED WITH MODIFICATIONS**

# **EXHIBIT A**

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**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

NATHAN CARTER,

Plaintiff,

v.

B. RILEY SECURITIES, INC., B. RILEY  
PRINCIPAL 150 SPONSOR CO., LLC, B.  
RILEY PRINCIPAL INVESTMENTS,  
LLC, B. RILEY FINANCIAL, INC.,  
DANIEL SHRIBMAN, BRYANT RILEY,  
NICHOLAS HAMMERSCHLAG, ROSS  
LEVINSOHN, SAMUEL MCBRIDE, and  
TIMOTHY PRESUTTI,

Defendants.

C.A. No. 2024-0605-KSJM

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

WHEREAS, the Parties<sup>1</sup> have made application, pursuant to Court of Chancery Rule 23(e), for an Order approving the proposed settlement of the claims in the above-captioned action (the “Action”) in accordance with the Stipulation entered into by the parties on February 13, 2025, and for a dismissal of the claims on the merits with prejudice upon the terms and conditions set forth in the Stipulation;

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<sup>1</sup> Unless otherwise defined, all capitalized terms used herein are intended to have the same meaning and definition as set forth in the Stipulation and Agreement of Settlement, Compromise and Release entered into by the parties on February 13, 2025 (the “Stipulation” or “Settlement”).

WHEREAS, the Stipulation contemplates certification by this Court of a class in the Action, solely for purposes of settlement;

WHEREAS, the Court has read and considered the Stipulation and the accompanying documents; and

WHEREAS, all parties have consented to the entry of this Order;

**NOW, THEREFORE, IT IS HEREBY ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2025 that:

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

2. For purposes of the Stipulation only, and pending the Settlement Hearing (defined below), the Action is provisionally certified as a non-opt-out class action pursuant to Court of Chancery Rule 23, on behalf of all record and beneficial holders of BRPM Common Stock as of July 13, 2022 (the “Redemption Date”) who were entitled to, but did not, redeem such shares, together with their heirs, assigns, transferees and successors-in-interest, but excluding (a) Defendants and GameSquare Holdings, Inc. (“GameSquare”); (b) the directors, officers, or partners of BRPM as of the Redemption Date; (c) the members of immediate families of Defendants or any person who was a director, officer, or partner of FaZe Clan, Inc. as of the Redemption Date; (d) the parents, subsidiaries, and affiliates of GameSquare; (e) any entity in which any Defendant or any other excluded party has,

or had a controlling interest as of the Redemption Date; and (f) the heirs, successors, or assigns of any such excluded person or entity and the legal representatives of Defendants.

3. For purposes of Settlement only, Nathan Carter (the “Plaintiff”), shall be provisionally certified as the representative of the Class, and Levi & Korsinsky LLP and Ashby & Geddes, P.A. (“Plaintiff’s Counsel”) shall be designated class counsel.

4. A hearing (the “Settlement Hearing”) shall be held on \_\_\_\_\_, 2025 at \_\_ \_\_.m., in the Leonard L. Williams Justice Center, Wilmington, Delaware, 19801, to:

(a) Determine whether the provisional class action certification herein should be made final;

(b) Determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class;

(c) Determine whether an Order and Final Judgment should be entered pursuant to the Stipulation;

(d) Consider Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses;

(e) Hear and determine any objections to the Settlement or Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses;

and

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

5. 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, and retains jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement.

6. 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, and retains jurisdiction over this Action to consider all further applications arising out of or connected with the proposed Settlement.

7. The Court approves, in form and content, the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing and Right to Appear (the "Notice") (attached as Exhibit B to the Stipulation), and the Summary Notice ("Summary Notice") (substantially in the form attached as Exhibit C to the Stipulation), and finds that mailing the Summary Notice in postcard form, publishing the Summary Notice on a national wire service, posting the Notice on the Settlement Administrator's website, filing the Summary Notice as an exhibit to a GameSquare

8-K filing with the United States Securities and Exchange Commission, and posting the Notice on Levi & Korsinsky, LLP's website, substantially in the manner and form set forth in this Order 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.

8. The Court approves Epiq Systems, Inc. as the Settlement Administrator to provide notice to the Class and administer the Settlement, including the allocation and distribution of the Settlement Fund.

(a) Within twenty (20) business days after the Court's entry of the Scheduling Order, GameSquare shall provide, or cause to be provided, to Plaintiff's Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records and an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant as of the Redemption Date, the participant's "DTC number," the relevant number of shares of BRPM Common Stock, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant;

(b) Within twenty (20) business days after the Court's entry of the Scheduling Order, GameSquare shall provide, or cause to be provided, to

Plaintiff's Counsel or the Settlement Administrator in an electronically-searchable form, such as Microsoft Excel, the stockholder information as maintained by the transfer agent of GameSquare for providing notice to the Class and issuing payments to Eligible Class Members.

(c) Within twenty days after receiving the Securities Transfer Records from GameSquare, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the U.S., the Summary Notice in post card form to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Summary Notice shall be requested to forward the 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 Summary Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners. In accordance with the Scheduling Order, Plaintiff's Counsel shall also cause the Summary Notice to be published on a national wire service and on Levi & Korsinsky, LLP's firm website, and GameSquare shall cause the Summary Notice to be filed with the United States Securities and Exchange Commission as an exhibit to a Form

8-K filing. The Summary Notice will direct the recipient to the full Notice, which will be made available on a website devoted to this Settlement, to be created and maintained by the Settlement Administrator.

(d) Any and all Notice Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiff, Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, no Notice Costs and/or Administration Costs actually paid or incurred shall be returned or repaid.

(e) The Settlement Administrator is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect of the Settlement Fund, to pay from the Settlement Fund any Taxes and Tax Expenses owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and Tax Expenses and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.



(f) At least 10 business days before the Settlement Hearing provided for in Paragraph 3 of this Order, the Plaintiff shall file proof, by affidavit, of the delivery of the Notice.

9. Any member of the Class who objects to the class action determination, the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiff's Counsel's application for fees and expenses, or otherwise wishes to be heard (the "Objector"), may appear personally or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that no member of the Class may be heard and no briefs, pleadings, or other documents submitted by or on behalf of any member of the Class shall be considered by the Court, except by Order of the Court for good cause shown, unless, not later than 14 days prior to the Settlement Hearing, copies of (a) a written notice of intention to appear, identifying the name, address, and telephone number of the Objector and, if represented, their counsel, (b) proof of membership in the Class, (c) a written statement of such person's objections to any matter before the Court, (d) the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (e) all documents and writings such person desires the Court to consider, shall be filed with the Court of Chancery and, on or before such filing, served electronically via LexisNexis e-service, by hand, or by overnight mail upon the following counsel:

Tiffany Geyer Lydon, Esquire  
Ashby & Geddes, P.A.  
500 Delaware Avenue, 8<sup>th</sup> Floor  
Wilmington, DE 19899  
*Plaintiff's Counsel*

Kevin M. Gallagher  
Richards, Layton & Finger, P.A.  
920 North King Street  
Wilmington, DE 19801  
*Defendants' Counsel*

10. Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, or to the Order and Final Judgment to be entered herein, or to the award of attorneys' fees and expenses to Plaintiff's Counsel, or otherwise to be heard, except by serving and filing written objections as prescribed in Paragraph 9. Any person who fails to object in the manner provided 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 Action or in any other action or proceeding.

11. Plaintiff shall file and serve his opening brief in support of the Settlement and application for attorneys' fees and expenses no later than 28 days prior to the Settlement Hearing. Any objections to the application for attorneys' fees and expenses shall be filed and served no later than 14 days prior to the Settlement Hearing. If any objections to the Settlement are received or filed, Plaintiff and/or Defendants may file and serve a brief response to those objections no later than seven (7) days prior to the Settlement Hearing.

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

13. In the event that: (a) the Court declines, in any material respect, to enter the Order and Final Judgment provided for in the Stipulation and any one of the Parties hereto fails to consent to the entry of another form of order in lieu thereof; (b) the Court disapproves the Settlement proposed in the Stipulation, including any amendments thereto agreed upon by all of the parties; or (c) the Court approves the Settlement proposed in the Stipulation or any amendment thereto approved by all of the parties, but such approval is reversed or substantially modified on appeal and such reversal or modification becomes final by a lapse of time or otherwise; then, in any of such events, the Stipulation, the Settlement proposed in the Stipulation (including any amendments thereof), the provisional Class certification herein, any actions taken or to be taken with respect to the Settlement proposed in the Stipulation, and the Order and Final Judgment to be entered shall be of no further force or effect, shall be null and void, and shall be without prejudice to any of the Parties hereto, who shall be restored in all respects to their respective positions existing prior to the execution of the Stipulation, except for the obligation of the Company to pay for any expenses incurred in connection with the Notice and administration provided for by this Scheduling Order. For purposes of this

provision, a disallowance, modification, or reversal of the fees and/or expenses sought by Plaintiff's Counsel shall not be deemed a disapproval, modification, or reversal of the Settlement or the Order and Final Judgment.

14. The Stipulation, and any negotiations, statements, or proceedings in connection therewith, shall not be construed or deemed evidence of, a presumption, concession, or admission by any Released Person or any other person of any fault, flaw, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action or otherwise, or that Plaintiff or Plaintiff's Counsel, the Class, or any present or former stockholders of the Company, or any other person, has suffered any damage attributable in any manner to any Released Party. The Stipulation, and any negotiations, statements, or proceedings in connection therewith, shall not be offered or admitted in evidence or referred to, interpreted, construed, invoked, or otherwise used by any person for any purpose in the Action or otherwise, except as may be necessary to enforce or obtain Court approval of the Settlement.

15. 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. Pending final determination of whether the Settlement should be approved, Plaintiff and all members of the Class, and any of them, are hereby barred and enjoined from asserting, commencing, prosecuting, assisting, instigating, or in any way participating in the

commencement or prosecution of any action asserting any Released Plaintiff's Claims, either directly, representatively, derivatively, or in any other capacity.

16. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to Class members.

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Kathaleen St. Jude McCormick,  
Chancellor

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

**Court:** DE Court of Chancery Civil Action

**Judge:** Kathaleen St Jude McCormick

**File & Serve**

**Transaction ID:** 75636897

**Current Date:** Feb 26, 2025

**Case Number:** 2024-0605-KSJM

**Case Name:** Nathan Carter v. B. Riley Securities, Inc.

**Court Authorizer:** Kathaleen St Jude McCormick

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**Court Authorizer**

**Comments:**

The settlement hearing will be held on May 13, 2025, at 1:30 p.m.

**/s/ Judge Kathaleen St Jude McCormick**