



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

MICKEY DOLLENS, on behalf of
himself and all other similarly-situated
Class A stockholders of GOOSEHEAD
INSURANCE, INC.,

Plaintiff,

v.

GOOSEHEAD INSURANCE, INC.

Defendant.

C.A. No. 2022-1018-JTL

STIPULATION OF COMPROMISE AND SETTLEMENT

This Stipulation of Compromise and Settlement (the “Stipulation”) is made and entered into as of August 8, 2023. The parties to this Stipulation, Plaintiff Mickey Dollens, on behalf of himself and the Class (defined below), and Defendant Goosehead Insurance, Inc. (each a “Party” and, collectively, the “Parties”), by and through their respective undersigned attorneys, have reached an agreement for the settlement of the above-captioned matter styled *Mickey Dollens v. Goosehead Insurance, Inc.*, filed in the Court of Chancery of the State of Delaware (the “Court”), C.A. No. 2022-1018-JTL (the “Action”), on the terms set forth below (the “Settlement”) and subject to Court approval pursuant to Court of Chancery Rule 23.¹

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in Section I of this Stipulation.

This Stipulation is intended to forever release and discharge all Releasing Persons' Claims and Releasing Plaintiff's Claims against the Defendant's Releasees.

The Parties to this Stipulation are:

1. Plaintiff Mickey Dollens ("Plaintiff"), Class A stockholder of Goosehead Insurance, Inc. ("Goosehead," "Pubco," or the "Company"), on behalf of himself and the Class (as defined below) pursuant to Court of Chancery Rule 23; and

2. Goosehead, a Delaware Corporation headquartered in Westlake, Texas ("Defendant").

WHEREAS:

Background to the Action

A. Goosehead is an independent insurance agency that distributes personal lines policies throughout the United States.

B. Goosehead was co-founded in 2003 by married couple Mark E. Jones and Robyn Jones. Mark E. Jones is currently the Company's Chairman and Chief Executive Officer ("CEO"). Robyn Jones is currently Vice Chair of the Goosehead board of directors (the "Board").

C. Prior to its Initial Public Offering in April 2018 (the "IPO"), the Company's business was conducted through an entity called Goosehead Financial, LLC. Following the IPO, Goosehead serves as a holding company with its sole

material asset a controlling ownership interest in Goosehead Financial, LLC. Also prior to the IPO, all of Goosehead Financial, LLC's outstanding ownership interests were beneficially owned by co-founders Mark and Robyn Jones, and certain of their family members; Michael Colby (the Company's former President and Chief Operating Officer) and certain of his family members; Jeffrey Saunders; and Texas Wasatch Insurance Partners, LP (collectively, the "Pre-IPO LLC Members").

D. In connection with the IPO, the Company adopted a dual-class stock structure consisting of Class A common stock (the "Class A Stock") and Class B common stock (the "Class B Stock"). Shares of Class A Stock were issued to the public and listed on the NASDAQ Market, while shares of Class B Stock were issued only to the Pre-IPO LLC Members, with each Pre-IPO LLC Member receiving one share of Class B Stock for each LLC Unit the Pre-IPO LLC Member beneficially owned immediately prior to the IPO.

E. Under the Company's operative Amended and Restated Certificate of Incorporation (the "Certificate"), Class A Stock and Class B Stock are generally afforded the same one-vote-per-share voting rights.

F. On May 1, 2018, the Company entered into the Stockholders Agreement.

G. Section 1.01 of the Stockholders Agreement provides as follows:

Section 1.01. Approval for Certain Corporate Actions. Until the Substantial Ownership Requirement is no longer met, Pubco shall not permit the occurrence of the following matters relating to Pubco without first receiving the approval of the Holders holding a majority of the shares of Class B Common Stock held by the Holders as evidenced by a written resolution or consent in lieu thereof:²

(a) any transaction or series of related transactions resulting in the merger, consolidation or sale of all, or substantially all, of the assets of the Company and its subsidiaries, or any acquisition or disposition of any asset for consideration in excess of 15% of the Total Assets (as defined below) of Pubco and its subsidiaries;

(b) any issuance of equity securities, or any other ownership interests, of Pubco or any of its subsidiaries, other than under any equity incentive plan that has received the prior approval of the Board of Directors, for consideration exceeding \$50 million;

(c) any amendments to the certificate of incorporation or bylaws of Pubco;

(d) entering into any material new line of business (other than natural extensions of the business of Pubco and its subsidiaries) or making any material modification to the scope of Pubco's business;

(e) any change in the size of the Board of Directors;

(f) any hiring, termination, replacement, compensation, benefits or other significant decisions relating to the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, General Counsel or Controller, including entering into new employment agreements or modifying existing employment agreements, adopting or modifying any plans relating to any incentive securities or employee benefit plans

² "Holders" is defined below and in the Stockholders Agreement; and "Substantial Ownership Requirement" is defined as "the beneficial ownership (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act) by the Holders collectively, of shares of Common Stock representing at least ten percent (10%) of the issued and outstanding shares of Common Stock." See Stockholders Agreement at §4.02(d).

or granting incentive securities or benefits to any such individuals under any existing plans; or

(g) any agreement or commitment with respect to any of the foregoing.

H. Section 1.02 of the Stockholders Agreement provides as follows:

Section 1.02. Composition of the Board. Until the Substantial Ownership Requirement is no longer met, the Holders holding a majority of the shares of Class B Common Stock held by the Holders may, by means of a written resolution or consent in lieu thereof, designate the nominees for a majority of the members of the Board of Directors, including the Chair of the Board of Directors.

I. Also in connection with the IPO, Goosehead adopted an Amended and Restated Certificate of Incorporation. Section 7.4 of the Amended and Restated Certificate of Incorporation provides as follows:

Section 7.4 Removal of Directors. Except for Preferred Stock Directors and subject to the terms of the Stockholders Agreement (as long as such agreement is in effect), any Director or the entire Board may be removed from office at any time, but only for cause by the affirmative vote of the holders of seventy-five percent (75%) of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class; provided, however, that until the Substantial Ownership Requirement is no longer met, any Director may be removed with or without cause by the affirmative vote of the holders of a majority of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class.

The Action is Filed

J. Plaintiff initiated this Action on November 10, 2022 by filing the Complaint (as defined below), asserting that: (i) Section 1.01 of Goosehead's

Stockholders Agreement violated Delaware General Corporation Law (the “DGCL”) Section 141(a) by providing the Holders with contractual veto power over decisions and functions properly entrusted to the Board; (ii) Section 1.02 of Goosehead’s Stockholders Agreement violated Delaware common law principles by providing the Holders with a contractual right to always designate the nominees for a majority of the seats on the Company’s Board, including the Chair of the Board, so long as they continued to hold 10% of the Company’s total outstanding shares; and (iii) Section 7.4 of Goosehead’s Amended and Restated Certificate of Incorporation violated DGCL Section 141(k), by requiring that Directors on the Company’s Board may be removed “only for cause by the affirmative vote of the holders of seventy-five (75%) of the total voting power of the outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors.” Plaintiff sought declaratory judgment from the Court that the arrangements described above were invalid and unenforceable under the DGCL and fundamental principles of Delaware common law.

K. On January 5, 2023, Defendant filed a motion to dismiss the Complaint.

L. On January 20, 2023, the Parties filed their Stipulation and [Proposed] Order Concerning Briefing on Motion to Dismiss. On the same day, the Court entered the Stipulation and Order Concerning Briefing on Motion to Dismiss.

M. On February 2, 2023, the Parties filed an Amended Stipulation and [Proposed] Order Concerning Briefing on Motion to Dismiss, which was granted by the Court on the same day.

N. Thereafter, while agreeing to hold briefing on the Motion to Dismiss in abeyance, the Parties engaged in months of arm's-length settlement discussions and ultimately reached an agreement to settle the Action on the terms reflected by this Stipulation. As reflected in Paragraph 2.1, the settlement consideration is set forth in Exhibit A.

O. The Parties believe that the Settlement is in the best interests of the Parties and the Class and that the Settlement confers benefits upon the Class and that the interests of the Parties and the Class would best be served by settlement of the Action on the terms and conditions set forth herein.

Plaintiff's Claims and the Benefits of the Settlement

P. Plaintiff believes that the claims asserted in the Action have merit, but also believes that the Settlement on the terms stated in this Stipulation provides substantial and immediate benefits to the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) possible defenses to the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be

consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action against Goosehead through the remedy stage and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Action on the terms set forth herein.

Defendant's Denials of Wrongdoing and Liability

Q. Defendant denies any and all allegations of wrongdoing, liability, violations of law, invalidity or unenforceability under the DGCL or Delaware common law, or harm arising out of or related to any of the conduct, statements, acts, omissions, agreements or constitutive documents alleged in the Action, and maintains that its conduct, agreements and constitutive documents were at all times proper, in the best interests of the Class, in compliance with, and valid and enforceable under, applicable law. Defendant also denies that the Class was harmed by any conduct of Defendant alleged in the Action or that could have been alleged therein. Defendant asserts that, at all relevant times, it acted in good faith and in a manner it reasonably believed to be in the best interests of the Class. Nevertheless, Defendant wishes to eliminate the uncertainty, risk, burden, and expense of further litigation, and to permit the operation of Goosehead without further distraction and diversion of its Board, stockholders and personnel with

respect to the Action, the Releasing Persons' Claims, and the Releasing Plaintiff's Claims. Defendants have therefore determined to settle the Action on the terms and conditions set forth in this Stipulation solely to put the Releasing Persons' Claims (as defined below) and the Releasing Plaintiff's Claims (as defined below) to rest, finally and forever, without in any way acknowledging any invalidity, unenforceability, violation, wrongdoing, fault, liability, or damages.

R. Nothing in this Stipulation or any of the Exhibits hereto shall be construed as any admission by Defendant of any invalidity, unenforceability, violation, wrongdoing, fault, liability, or damages whatsoever.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, BY AND AMONG THE PARTIES TO THIS STIPULATION, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised and settled, the Releasing Persons' Claims, the Releasing Plaintiff's Claims, and the Released Persons' Claims shall be released, and the Action shall be dismissed with prejudice, upon and subject to the following terms and conditions of the Settlement, as follows:

I. DEFINITIONS

1. "Class" means all public holders of Goosehead Class A Common Stock as of the date of this Stipulation, as well as their successors in interest. Excluded from the Class are: any person, firm, trust, corporation or other entity affiliated with

any of Goosehead’s Class B stockholders and/or Holders as defined below and in the Stockholders Agreement, as well as their successors in interest (the “Excluded Parties” and each an “Excluded Party”).

1.1. “Class Member” means a member of the Class (collectively, “Class Members”).

1.2. “Complaint” means the Verified Stockholder Class Action Complaint for Declaratory Relief (D.I. 1) filed in the Action on November 10, 2022.

1.3. “Defendant’s Counsel” means Richards, Layton & Finger, P.A. and Cravath Swaine & Moore, LLP.

1.4. “Defendant’s Releasees” or “Released Persons” means Goosehead and any and all of its past, present or future affiliates, parents, subsidiaries, predecessors, and corporate successors and assigns, as well as all of its and their respective past, present or future officers, directors, employees, attorneys, advisors, agents, representatives, unitholders and stockholders (including but not limited to the Holders, as that term is defined in the Stockholders Agreement, and all of their assignees and transferees).

1.5. “Effective Date” means the date on which the last of the following occurs: (i) the Judgment (as defined below), which approves in all material respects the Releases provided for in this Stipulation and dismisses the Action with prejudice,

becomes Final (as defined below); and (ii) the amendments to the Stockholders Agreement (as contemplated by Paragraph 2.1 below) become effective.

1.6. “Final” means, with respect to any judgment or order, that

- (i) if no appeal is filed, the time for filing or noticing of any appeal of the judgment or order has expired; or
- (ii) if there is an appeal from the judgment or order,
 - (a) there has occurred the final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the judgment or order, or
 - (b) the judgment or order has been finally affirmed on an appeal.

However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys’ fees or expenses shall not in any way delay or preclude the Judgment from becoming Final.

1.7. “Holder” means Mark E. Jones, Robyn Jones, Michael C. Colby, Jeffrey Saunders, The Mark and Robyn Jones Descendants Trust 2014, The Lanni Elaine Romney Family Trust 2014, The Lindy Jean Langston Family Trust 2014, The Camille LaVaun Peterson Family Trust 2014, The Desiree Robyn Coleman Family Trust 2014, The Adrienne Morgan Jones Family Trust 2014, The Mark Evan Jones, Jr. Family Trust 2014, Serena Jones, Lanni Romney, Lindy Langston, Camille

Peterson, Desiree Coleman, Adrienne Jones, Mark E. Jones, Jr., The Colby 2014 Family Trust, The Preston Michael Colby 2014 Trust, The Lyla Kate Colby 2014 Trust and Texas Wasatch Insurance Partners, L.P. (each together with his, her or its permitted transferees pursuant to Section 8.02(c) of the Amended and Restated Limited Liability Company Agreement of Goosehead Financial, LLC, and permitted assignees pursuant to Section 4.05 of the Stockholders Agreement (prior to the date of the execution of this Stipulation), and together, the “Holders”).

1.8. “Judgment” means the Order and Final Judgment to be entered by the Court dismissing this Action with prejudice, substantially in the form attached hereto as Exhibit E.

1.9. “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit C.

1.10. “Person” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, or any other business or legal entity.

1.11. “Plaintiff’s Counsel” means Saxena White P.A. and Bottini & Bottini, Inc.

1.12. “Plaintiff’s Releasees” or “Releasing Persons” means Plaintiff, members of the Class, and any and all of their past, present and future heirs, executors, administrators, successors, parents, subsidiaries, affiliates, attorneys, agents, representatives, beneficiaries, assignees and transferees.

1.13. “Released Claims” means, collectively, Releasing Plaintiff’s Claims, Releasing Persons’ Claims, and Released Persons’ Claims.

1.14. “Released Persons’ Claims” means any and all manner of claims, demands, rights, liabilities, liens, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, proceedings, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, including known claims and Unknown Claims, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, asserted or not asserted, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including but not limited to any of the foregoing arising under state, local, foreign, federal, statutory, regulatory, common, fiduciary or other law or rule, including those within the exclusive jurisdiction of the federal courts (“Claims”), that are, have been, could have been, could now be, or in the future could, can, or might be asserted in the Action or in any other court, tribunal, or proceeding by any of the Defendant’s Releasees against Plaintiff or Plaintiff’s Counsel which, now or

hereafter, are based upon, arise out of, or relate to the institution, prosecution, settlement or resolution of the Action, provided, however, the Released Persons' Claims shall not include claims relating to the enforcement of the Settlement.

1.15. "Releasees" means, collectively, Plaintiff's Releasees and Defendant's Releasees.

1.16. "Releases" means the releases set forth in Section II.B below.

1.17. "Releasing Persons' Claims" means any and all Claims that the Releasing Persons ever had or now have, arising out of or premised upon any allegation that any of the following are facially invalid under the Delaware General Corporation Law or any other source or principle of Delaware law: (i) any provision of the Stockholders Agreement, as amended; (ii) Section 7.4 (Removal of Directors) of Goosehead's presently operative Amended and Restated Certificate of Incorporation; or (iii) Section 3.03 (Nomination of Directors) of Goosehead's presently operative Amended and Restated Bylaws. Releasing Persons' Claims shall not include (a) claims relating to the enforcement of the Settlement, or (b) any claims based on conduct occurring after the Effective Date.

1.18. "Releasing Plaintiff's Claims" means for Plaintiff only, any and all Claims that Plaintiff ever had or now has, arising out of or premised upon any allegation that any provision of Goosehead's governing documents, including its

operative Certificate of Incorporation and Bylaws, and the Stockholders Agreement, is facially invalid under the DGCL or any other source or principle of Delaware law.

1.19. “Scheduling Order” means an order scheduling a hearing on the Stipulation and approving the form of Notice and method of giving notice, substantially in the form attached hereto as Exhibit B.

1.20. “Settlement Consideration” means the acts set forth in Paragraph 2.1 herein.

1.21. “Settlement Hearing” means the hearing (or hearings) at which the Court will review and assess the adequacy, fairness, and reasonableness of the Settlement, and the appropriateness and amount of the award of attorneys’ fees and expenses to be awarded by the Court (as set forth in Sections III-IV, below).

1.22. “Stockholders Agreement” means the agreement titled “Stockholders Agreement,” dated as of May 1, 2018, among the Holders and Goosehead.

1.23. “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit D.

1.24. “Unknown Claims” means: (a) any Releasing Plaintiff’s Claims or Releasing Persons’ Claims that Plaintiff, any of the other Class Members, or any other Plaintiff’s Releasees does not know or suspect exists in his, her, or its favor at the time of the release of the Releasing Plaintiff’s Claims and the Releasing Persons’

Claims against the Defendant's Releasees, including without limitation those which, if known, might have affected the decision(s) to enter into the Settlement; and (b) any Released Persons' Claims that Defendant or any of the other Defendant's Releasees does not know or suspect exists in his, her, or its favor at the time of the release of the Released Persons' Claims against the Plaintiff's Releasees, including without limitation those which, if known might have affected the decision(s) to enter into the Settlement. With respect to any and all Releasing Plaintiff's Claims, Releasing Persons' Claims, and Released Persons' Claims, the Parties stipulate and agree that Goosehead, Plaintiff, each of the other Class Members, each of the other Plaintiff's Releasees, and each of the other Defendant's Releasees, shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code § 1542, which provides:

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

and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542. Goosehead, Plaintiff, each of the other Class Members, Plaintiff's

Releasees, and Defendant's Releasees shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

II. TERMS OF SETTLEMENT

A. Settlement and the Settlement Consideration

2.1. Goosehead shall take all necessary corporate actions to cause the amendments to Section 1.01 and Section 1.02 of Goosehead's Stockholders Agreement, as described in Exhibit A hereto to become effective within five (5) business days of entry of the Judgment (as defined above).

B. Releases

2.2. The Settlement is intended to extinguish and release all of the Releasing Plaintiff's Claims, all of the Releasing Persons' Claims, and all of the Released Persons' Claims. Consistent with such intention, upon the Effective Date of the Settlement, Goosehead, Plaintiff, each of the other Class Members, Plaintiff's Releasees, and Defendant's Releasees shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the Releases.

2.3. Upon the Effective Date of the Settlement, Plaintiff, and each and every other Class Member, on behalf of themselves, each of their respective Plaintiff's

Releasees, and any other person or entity who could assert any of the Releasing Persons' Claims on their behalf or, for Plaintiff only, the Releasing Plaintiff's Claims, in such capacity only, shall have fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Releasing Plaintiff's Claims and Releasing Persons' Claims against the Defendant's Releasees.

2.4. Upon the Effective Date of the Settlement, Defendant, on behalf of itself, each of the Defendant's Releasees, and any other person or entity who could assert any of the Released Persons' Claims on their behalf, in such capacity only, shall have fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Released Persons' Claims against the Plaintiff's Releasees.

C. Dismissal of Action

2.5. Upon entry of the Judgment, the Action shall be dismissed with prejudice.

2.6. Plaintiff and Defendant shall each bear his or its own fees, costs, and expenses, except as expressly provided in this Stipulation, provided nothing herein shall affect any claims that Defendant may have against any of its respective insurers, co-insurers, or reinsurers, to the extent such claims are not otherwise released pursuant to other documentation.

III. PROCEDURE FOR APPROVAL

3.1 Within 30 days after the execution of this Stipulation, Goosehead will exercise its best efforts to obtain the approval of the Holders for the amendment of the Stockholders Agreement as described in Exhibit A hereto. If Goosehead does not obtain approval of all Holders within 30 days, this Stipulation and Settlement will terminate pursuant to paragraphs 6.1 and 6.2 below.

3.2 If Goosehead obtains the approval of the Holders within 30 days of executing the Stipulation, the Parties shall jointly submit the Stipulation together with the Exhibits hereto to the Court, and shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as Exhibit B.

3.3 Subject to Court approval, Notice shall be provided to Class Members as follows: (i) within ten (10) business days after the entry of the Scheduling Order, Goosehead shall (a) cause the Summary Notice, substantially in the form attached hereto as Exhibit D, to be published in the *Investor's Business Daily*; (b) post a copy of the Notice and the Stipulation on the "Investors" section of Goosehead's website, <https://www.goosehead.com/investors>; and (c) file a Form 8-K with the SEC that discloses the Settlement and attaches the Notice as an exhibit.

3.4 Goosehead believes that mailed notice should not be required. Goosehead may seek the Court's permission to provide notice solely by the means specified in Paragraph 3.3, but it will provide mailed notice if required by the Court.

3.5 Goosehead shall provide notice of the proposed Settlement, and pay any and all costs and expenses related to providing notice of the proposed Settlement, 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, and in no event shall the Plaintiff or Plaintiff's Counsel be responsible for any such notice costs or expenses. Goosehead shall provide notice of the Settlement in the form and manner as approved or directed by the Court, and neither Goosehead nor any other Defendant's Releasee shall have any right to terminate the Settlement based on the type of notice approved or directed by the Court, including notice that is different from the proposed form and manner of notice provided under paragraph 3.3 above.

3.6 The Parties agree to use their individual and collective reasonable best efforts to obtain Court approval of the Settlement. The Parties further agree to use their individual and collective reasonable best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Settlement provided for hereunder, including supporting any written consent or special meeting to effectuate the terms of the Settlement, and to achieve the dismissal of the Action with prejudice through the Effective Date. Notwithstanding the foregoing, however,

nothing herein shall be construed to obligate the Company to provide any form of consideration, whether monetary or otherwise, to any Holder in order to procure such Holder's cooperation and/or authorization to effectuate the terms of the Settlement. The Parties agree to cooperate fully with one another in seeking the Court's approval of this Settlement and to use their reasonable best efforts to effectuate the consummation of the Settlement through the Effective Date.

3.7 If the Settlement embodied in this Stipulation is approved by the Court, the Parties shall request that the Court enter the Judgment, substantially in the form attached hereto as Exhibit E.

IV. ATTORNEYS' FEES AND EXPENSES

4.1. After all of the substantive terms of the Settlement were agreed upon, Plaintiff's Counsel engaged in arm's-length negotiations with Defendants concerning an appropriate award of attorneys' fees and litigation expenses for Plaintiff's Counsel based upon the substantial benefits conferred upon the Class under the Settlement. As of the date of filing of this Stipulation with the Court, the Parties have not agreed on the amount of an appropriate award of attorneys' fees and litigation expenses. Plaintiff's Counsel intend to petition the Court for an all-in award of attorneys' fees and litigation expenses, in an amount no greater than \$3,500,000 (the "Fee and Expense Application"). In connection with the Fee and Expense Application, Plaintiff also intends to petition the Court for an incentive

award of up to \$5,000 to be paid solely from any attorneys' fees and expenses awarded by the Court. Goosehead has reserved the right to oppose Plaintiff's Fee and Expense Application in whole or in part. Goosehead shall cause to be paid to Plaintiff's Counsel any attorneys' fees and expenses that are awarded by the Court (the "Fee and Expense Award"). The Fee and Expense Award shall be paid or caused to be paid by Goosehead to Plaintiff's Counsel within ten (10) business days after the entry of the Judgment, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or the Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof.

4.2. If, after payment of the Fee and Expense Award, the Fee and Expense Award is reversed, vacated, or reduced and such order reversing, reducing, or reversing the Fee and Expense Award has become Final, or the Settlement is terminated in accordance with the terms of this Stipulation, Plaintiff's Counsel shall, within ten (10) business days after receiving from Defendants' Counsel or from a court of appropriate jurisdiction notice of the termination of the Settlement or notice of any reduction of the Fee and Expense Award by Final order, return to Goosehead the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award and paid to Plaintiff's Counsel on the one hand, and any

attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise on the other hand.

4.3. The Fee and Expense Award shall be the sole compensation for Plaintiff and Plaintiff's Counsel in connection with the Action and the Settlement. Defendant's Releasees shall have no responsibility for or liability whatsoever with respect to the allocation of the Fee and Expense Award to or among Plaintiff's Counsel.

4.4. Defendant shall not be liable for or obligated to pay any fees, expenses, costs, or disbursements, or to incur any expense on behalf of, any person or entity (including, without limitation, Plaintiff or Plaintiff's Counsel), directly or indirectly, in connection with the Action or the Settlement, except as expressly provided for in this Stipulation.

4.5. Neither Plaintiff nor Plaintiff's Counsel shall be liable for or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expenses on behalf of, any person or entity (including, without limitation, Defendant or Defendants' Counsel), directly or indirectly, in connection with the Action or the Settlement.

4.6. This Stipulation, the Settlement, the Judgment, and whether the Judgment becomes Final, are not conditioned upon the approval of an award of attorneys' fees, costs, or expenses, either at all or in any particular amount, by the Court.

V. STAY PENDING COURT APPROVAL

5.1. Pending Court approval of the Stipulation, the Parties agree to stay any and all proceedings in the Action other than those incident to the Settlement. To the extent any case should be filed against Defendant or any Released Person making allegations that are the same or similar to any allegation made in the Action, Plaintiff agrees to cooperate with Defendant in any reasonable efforts to obtain a stay of such proceedings pending Court approval of the Stipulation.

5.2. Except as necessary to pursue the Settlement and determine a Fee and Expense Award, pending final determination of whether the Settlement should be approved, the Parties agree not to institute, commence, prosecute, continue, or in any way participate in, whether directly or indirectly, representatively, individually, derivatively on behalf of Goosehead, or in any other capacity, any action or other proceeding against each other asserting any Released Claims.

5.3. Notwithstanding Paragraphs 5.1 and 5.2, nothing herein shall in any way impair or restrict the rights of any Party to defend this Settlement or to otherwise respond in the event any Person objects to the Settlement, the proposed Judgment to be entered, and/or the Fee and Expense Application, or in any way preclude Defendant from defending against any claim brought by any other individual or entity.

VI. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

6.1. If, on the date that is thirty (30) calendar days after the execution of this Stipulation, the Company shall have failed to obtain the approval of the Holders for the amendment of the Stockholders Agreement described in Exhibit A hereto, this Stipulation and the Settlement shall terminate automatically, absent the express written consent of the Parties to the contrary. Plaintiff and Defendant shall each further have the right to terminate the Settlement and this Stipulation solely by providing written notice of their election to do so to the other Party to this Stipulation within thirty (30) calendar days of: (i) the Court's declining to enter the Scheduling Order in any material respect; (ii) the Court's refusal to approve this Stipulation or any part of it that materially affects any Party's rights or obligations hereunder, including, for the avoidance of doubt, the Court's refusal to approve Paragraphs 1.4, 1.12-1.14, 1.17-1.18 or 2.1-2.4 in the form set forth herein; (iii) the Court's declining to enter the Judgment in any material respect; (iv) the date upon which the Judgment is modified or reversed in any material respect by an appellate court; provided, however, that any Party may only terminate the Settlement and Stipulation if one or more events set forth in clauses (ii) through (iv) adversely affects that Party. Neither a modification nor a reversal on appeal of the Fee and Expense Award by the Court

to Plaintiff's Counsel, or of any incentive award, shall be deemed a material modification of the Judgment or this Stipulation.

6.2. In the event that the Settlement and this Stipulation are terminated pursuant to the terms of Paragraph 6.1 of this Stipulation, then (i) the Settlement and this Stipulation (other than Section VI and VII and Paragraph 3.5 above) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status as of immediately prior to the Parties' agreement-in-principle to settle the action on April 27, 2023, and no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in any other litigation; (vi) the Parties shall jointly petition the Court for a revised schedule for further proceedings; and (vii) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than Sections VI and VII and Paragraph 3.5 above) had not been entered into by the Parties.

VII. NO ADMISSION OF LIABILITY

7.1. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession: (a) by Defendant or any of the other Defendant's Releasees as to (i) the truth of any fact alleged by Plaintiff, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, invalidity, unenforceability, breach of fiduciary duty or liability of any kind by any of them, which each of them expressly denies; or (b) by Plaintiff or any of the other Plaintiff's Releasees that any of their claims are without merit, that any of Defendant or Defendant's Releasees had meritorious defenses, or that damages or other relief recoverable in the Action would not have exceeded the terms of the Settlement. Defendant and the Defendant's Releasees may file this Stipulation and/or Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any litigation.

VIII. MISCELLANEOUS PROVISIONS

8.1. This Stipulation shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

8.2. The Parties agree that in the event of any breach of this Stipulation, all of the Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

8.3. The Parties agree there will be no public announcements regarding this Settlement until Goosehead has announced or disclosed it or the Stipulation has been filed with the Court.

8.4. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. Any signature to the Stipulation by means of facsimile or electronic scanning shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the originally signed signature pages in order for this to constitute a binding agreement.

8.5. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

8.6. Each counsel or other person executing this Stipulation on behalf of any Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

8.7. Plaintiff and Plaintiff's Counsel represent and warrant that none of Plaintiff's claims referred to in this Stipulation or that could have been alleged in the Action have been assigned, encumbered, or in any manner transferred in whole or in part.

8.8. This Stipulation and Exhibits referenced herein constitute the entire agreement among the Parties with respect to the subject matter hereof, and this Stipulation supersedes any prior agreements or understandings between them with respect to the Settlement. In entering into this Stipulation, none of the Parties is relying on any promise, warranty, inducement, or representation other than those in this Stipulation and the Parties disclaim the existence of any such promise, warranty, inducement, or representation.

8.9. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of the Party against whom such modification, amendment, or waiver is sought to be enforced.

8.10. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Stipulation shall not be deemed a

waiver of any of the provisions hereof, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party. Waiver by any Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party from seeking to remedy a breach and enforce the terms of this Stipulation.

8.11. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

8.12. Notwithstanding the entry of the Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Stipulation, and all Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of the Stipulation, including, without limitation, any matters relating to awards of attorneys' fees and expenses to Plaintiff's Counsel. Each Party (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court; (ii) consents to service of process by registered mail upon such Party or such Party's

agent; and (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum.

8.13. The construction and interpretation of this Stipulation shall be governed by and construed in accordance with the laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

8.14. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

8.15. The following Exhibits are attached hereto and incorporated herein by reference:

- (a) Exhibit A: Amendments to Stockholders Agreement of Goosehead
- (b) Exhibit B: Scheduling Order with Respect to Notice and Settlement Hearing;
- (c) Exhibit C: Notice;
- (d) Exhibit D: Summary Notice; and
- (e) Exhibit E: Order and Final Judgment.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned as of the date noted above.

[SIGNATURE PAGES FOLLOW]

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DATED: August 8, 2023