

# IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

LOREN TRENT HIGHTOWER,

Plaintiff,

v.

RICHARD CARLSON, AARON JACKSON,  
STEVEN HUEY, SCOTT MILLER,  
SAVNEET SINGH, and JASON COSTI,

Defendants.

C.A. No. 2023-0482-KSJM

## NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTIONS AND PROPOSED SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO APPEAR

*The Delaware Court of Chancery authorized this Notice. This is not a solicitation from a lawyer.*

**NOTICE OF PENDENCY OF CLASS ACTION:** Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Delaware Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of SharpSpring, Inc. (“SharpSpring”) from and including June 21, 2021 through and including September 1, 2021, or otherwise acquired shares of the common stock of SharpSpring after June 21, 2021 and held through September 1, 2021.

**NOTICE OF SETTLEMENT:** A **\$4,600,000.00 cash settlement has been reached for the benefit of the Class defined below.** Plaintiff Loren Trent Hightower (the “Delaware Plaintiff”) in the above-captioned Delaware Action, and Plaintiff Bradford Morse (the “Securities Plaintiff”), in the related action styled *Bradford Morse v. SharpSpring, Inc., et al.*, Case No. 1:21-cv-00209-RH-HTC (the “Securities Action”) (as to the Delaware and Securities Plaintiffs together, “Plaintiffs”), on behalf of themselves and the Class (defined in paragraph 10 below), and Defendants SharpSpring, Richard Carlson, Aaron Jackson, Steven Huey, Scott Miller, Savneet Singh, and Jason Costi (collectively, “Defendants,” and, together with Plaintiffs, the “Settling Parties”), have reached a proposed settlement for \$4,600,000.00 in cash (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Delaware Action and the Securities Action (together, the “Actions”).

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.**<sup>1</sup>

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
<b>RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.</b>	If you are a Member of the Class (defined in paragraph 10 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. <b>Eligible Class Members <u>do not</u> need to submit a claim form in order to receive a distribution from the Settlement, if the Settlement is approved by the Court. Your distribution from the Settlement will be paid to you directly, without you needing to submit any paperwork.</b> See paragraphs 25-26 below for further discussion.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <u>RECEIVED</u> NO LATER THAN <u>MAY 30, 2025</u>.</b>	If you are a Class Member and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel’s request for an award of attorneys’ fees and litigation expenses for Plaintiffs’ Counsel as well as any incentive award, you may write to the Court and explain the reasons for your objection.

<sup>1</sup> Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise and Release Between Plaintiffs and Defendants, dated January 29, 2025 (together with all Exhibits thereto) (the “Stipulation”). A copy of the Stipulation is available at [www.rg2claims.com/sharpspring.html](http://www.rg2claims.com/sharpspring.html).

**ATTEND A HEARING ON  
JUNE 13, 2025, AT 11:00  
A.M. E.T., AND FILE A  
NOTICE OF INTENTION  
TO APPEAR SO THAT IT  
IS RECEIVED NO LATER  
THAN MAY 30, 2025.**

Filing a written objection and notice of intention to appear that is received by May 30, 2025, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court’s discretion, the June 13, 2025, hearing may be conducted by telephone or video conference (*see* paragraphs 34-40 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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## **WHAT IS THE PURPOSE OF THIS NOTICE?**

1. The purpose of this Notice is to notify Class Members of the existence of the Actions and the terms of the proposed Settlement with Defendants. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Class Counsel for an award of attorneys’ fees and litigation expenses for Plaintiffs’ Counsel as well as any incentive award in connection with the Settlement (the “Settlement Hearing”). *See* paragraph 33 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Actions and the proposed Settlement generally affect your legal rights. Please Note: The Court may approve the proposed Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Actions, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to *eligible* Class Members will be made after any appeals are resolved.

**PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or an eligible Class Member or that you will be entitled to receive a payment from the Settlement.

## **WHAT ARE THE ACTIONS ABOUT?**

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTling PARTIES.

### **A. The Merger**

4. On June 21, 2021, SharpSpring and Constant Contact, Inc. (“Constant Contact”) entered into a merger agreement (the “Merger Agreement”), whereby Constant Contact would acquire SharpSpring (the “Merger”). In connection therewith, SharpSpring filed a Form DEFM14A Definitive Proxy Statement on July 30, 2021 (the “Proxy”), and held a special meeting of its stockholders on August 25, 2021. At the consummation of the Merger, SharpSpring stockholders received \$17.10 in cash for each share of SharpSpring common stock they owned (the “Merger Consideration”).

### **B. The Delaware Action**

5. On May 1, 2023, Delaware Plaintiff commenced an action on behalf of himself and the former holders of common stock of SharpSpring against Defendants Richard Carlson, Aaron Jackson, Steven Huey, Scott Miller, Savneet Singh, and Jason Costi. The Delaware Action asserted causes of action for alleged breaches of fiduciary duty in connection with the Merger and Proxy against Defendants Richard Carlson and Aaron Jackson in their capacities as officers of SharpSpring (Count I) and against Defendants Richard Carlson, Steven Huey, Scott Miller, Savneet Singh, and Jason Costi in their capacities as directors of SharpSpring (Count II). As explained below, Defendants deny that Delaware Plaintiff’s allegations have any merit.

### **C. The Securities Action**

6. On December 20, 2021, Securities Plaintiff commenced an action on behalf of himself and the former holders of common stock of SharpSpring against Defendants SharpSpring, Richard Carlson, Steven Huey, Scott Miller, Savneet Singh, and Jason Costi. The operative second amended complaint in the Securities Action was filed on September 14, 2023 and asserts causes of action for alleged violations of the Securities Exchange Act of 1934 (“Exchange Act”) in connection with the Merger and Proxy against SharpSpring and Richard Carlson (Count I, for alleged violations of Section 14(a) of the Exchange Act) and against Richard Carlson (Count II, for alleged violations of Section 20(a) of the Exchange Act). Securities Plaintiff was appointed lead plaintiff in the Securities Action by Order filed July 5, 2022. As explained below, Defendants deny that Securities Plaintiff’s allegations have any merit.

### **D. The Settlement**

7. Following a mediation held on September 6, 2024, the Settling Parties preliminarily agreed to a settlement in the amount of \$4,600,000.00.

8. On October 15, 2024, the Settling Parties executed a term sheet memorializing the terms of their preliminary agreement.

9. On January 29, 2025, the Settling Parties executed the Stipulation that reflects the final and binding agreement between the Settling Parties with regard to the Settlement and supersedes the Term Sheet.

## **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

10. If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court for purposes of the Settlement consists of:

The non-opt out class composed of all persons or entities who held shares of the common stock of SharpSpring, either of record or beneficially, at any time from and including June 21, 2021, the date on which the former board of directors of SharpSpring approved the acquisition of SharpSpring by Constant Contact, through and including September 1, 2021, the effective time of the closing of the Merger, including all persons or entities who purchased or otherwise acquired shares of the common stock of SharpSpring after June 21, 2021 and held through September 1, 2021, including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate or remote, and any person or entity acting on behalf of, or claiming under, any of them and each of them, and excluding Defendants, the immediate family of any Defendant, any entity in which a Defendant has or had a 50.1% or greater economic interest, and the heirs, successors in interest, transferees, and assigns of any such excluded person or entity (the “Class”).

**PLEASE NOTE:** The Class is a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

### **WHAT ARE THE TERMS OF THE SETTLEMENT?**

11. In consideration of the Settlement of the Released Plaintiffs’ Claims (defined in paragraph 27(i) below) against Defendants and the other Released Defendant Parties (defined in paragraph 27(i) below), \$4,600,000.00 in cash (the “Settlement Amount”) will be deposited into an interest-bearing Escrow Account for the benefit of the Class.

12. Defendants shall have no role in, and shall bear no responsibility for, the allocation, distribution, or payment of funds from the Settlement Fund.

### **WHAT ARE THE SETTLING PARTIES’ REASONS FOR THE SETTLEMENT?**

13. Plaintiffs and Plaintiffs’ Counsel thoroughly considered the facts and law underlying the claims asserted in the Actions. Although Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted have merit, the Court could have adopted Defendants’ view of the underlying evidence, and could enter judgment for Defendants, either dismissing the claims against Defendants prior to trial or after trial in the Delaware Action and in the Securities Action. Plaintiffs and Plaintiffs’ Counsel also considered the expense and length of continued proceedings necessary to pursue Plaintiffs’ claims against Defendants through trial, the uncertainty of appeals, and the collectability of any potential judgment.

14. In light of the monetary recovery achieved, and based upon their investigation and prosecution of the case, and the information available to them through discovery and the settlement negotiations, Plaintiffs and Plaintiffs’ Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiffs and the Class, and in their best interests. The Settlement provides an immediate benefit in the form of a \$4.6 million cash payment without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from Defendants after continued extensive and expensive litigation, including trial and appeals.

15. Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or the Class, deny that they engaged in any wrongdoing, deny that they committed any violation of law, deny that the Proxy (or any other public disclosures) was in any way deficient, deny that the process by which the Merger was negotiated was insufficient in any way, deny that the Merger Consideration was insufficient in any way, deny that they acted improperly in any way, believe that they acted properly and in accordance with their fiduciary duties and their obligations under the federal securities laws at all times, believe that the Actions lack merit, and maintain that they committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to enter into the Settlement solely because they consider it desirable to, among other things: (i) eliminate the burden, inconvenience, expense, risk, and distraction to Defendants of further litigation and trial; and (ii) finally put to rest and terminate all claims that were or could have been asserted against the Released Defendant Parties in the Actions.

16. Defendants have therefore agreed to the terms of the Settlement solely to put the Released Plaintiffs’ Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of Released Defendant Parties with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of Defendants have or could have asserted.

### **HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE? HOW WILL I RECEIVE MY PAYMENT?**

**17. PLEASE NOTE: IF YOU ARE ELIGIBLE TO RECEIVE A PAYMENT FROM THE NET SETTLEMENT FUND, YOU DO NOT HAVE TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE YOUR PAYMENT.**

18. As stated above, the \$4,600,000.00 Settlement Amount will be deposited into an interest-bearing Escrow Account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the “Net Settlement Fund” (that is, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

19. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

20. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [www.rog2claims.com/sharpspring.html](http://www.rog2claims.com/sharpspring.html).

#### Proposed Plan of Allocation

21. The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class Members who held shares of SharpSpring common stock at the closing of the Merger on September 1, 2021 (the “Closing Date”), and therefore received or were entitled to receive the Merger Consideration for their “Eligible Shares.” “Eligible Shares” will be the number of shares of SharpSpring common stock held by Eligible Class Members at the Closing and for which Eligible Class Members received or were entitled to receive the Merger Consideration.<sup>2</sup>

22. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member; and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

23. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of SharpSpring common stock were held in “street name” and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

24. Subject to Court approval in the Order and Final Judgment, Class Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

(i) With respect to shares of SharpSpring common stock held of record at the Closing Date by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their shares through DTCC Participants to be paid to DTCC. DTCC shall then distribute that portion of the Net Settlement Fund among the DTCC Participants by paying each the Per-Share Recovery times its respective Closing Security Position, using the same mechanism that DTCC used to distribute the Merger Consideration and subject to payment suppression instructions with respect to Excluded Shares and any other shares ineligible for recovery from the Settlement. The DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Members.

(ii) With respect to shares of SharpSpring common stock held of record at the Closing Date other than by Cede, as nominee for DTCC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Closing Non-Cede Record Position.

(iii) A person who purchased shares of SharpSpring common stock on or before September 1, 2021, but had not settled those shares at the Merger’s Closing Date (“Non-Settled Shares”) shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before September 1, 2021 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.

(iv) In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date), the DTCC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

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<sup>2</sup> “Eligible Class Members” do not include any of the “Excluded Stockholders” (as defined in the Stipulation) and “Eligible Shares” do not include any of the “Excluded Shares” (as defined in the Stipulation).



## **DO CLASS MEMBERS NEED TO SUBMIT A CLAIM FORM?**

25. If you are eligible to receive a payment from the Net Settlement Fund, you do not have to submit a claim form in order to receive your payment.

26. As noted above, payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Merger Consideration. Accordingly, if your shares of SharpSpring common stock were held in “street name” and the Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account. There is no paperwork that you are required to submit.

## **WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?**

27. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, the claims asserted against Defendants in the Actions will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiffs and the Class:** Upon the Effective Date, Plaintiffs and each and every Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, 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 predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, will have fully, finally, and forever released, settled, and discharged the Released Defendant Parties (defined below) from and with respect to every one of the Released Plaintiffs’ Claims (defined below), and will thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs’ Claims against any of the Released Defendant Parties. This Release shall not apply to any of the Excluded Plaintiffs’ Claims (defined below).

“Released Plaintiffs’ Claims” means all known and Unknown Claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, controversies, and causes of action of any and every kind, nature, or description whatsoever, 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, that Plaintiffs or any or all other members of the Class ever had, now have, or may have against any of the Released Defendant Parties, whether arising under or based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including but not limited to any claims that could be asserted derivatively on behalf of SharpSpring), which, now or hereafter are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, claims, or any other matters, that were, could have been, or in the future can or might be alleged, asserted, or claimed, directly or indirectly, in the Actions or relate in any way to the subject matter thereof, in any court, tribunal, forum, or proceeding; provided, however, that the Released Plaintiffs’ Claims shall not include claims to enforce the Settlement.

“Released Defendant Parties” means Defendants and each of their respective past or present affiliates, successors, parents and subsidiaries (specifically including, without limitation, Constant Contact, Clearlake Capital Group, L.P., and Siris Capital and their affiliates), whether owned or controlled directly or indirectly, as well as each of their respective past, present, or future family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employers, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders and beneficial owners, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates, and all other persons who have, may have, or purport to have a right of contribution from any of the foregoing in their respective capacities as such.

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<sup>3</sup> For each DTCC Participant, the “Closing Security Position” is the number of shares of SharpSpring common stock reflected on the DTCC allocation report used by DTCC to distribute the Merger Consideration.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns, and transferees, 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 predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, will have fully, finally, and forever released, settled, and discharged the Released Plaintiffs (defined below) from and with respect to every one of the Released Defendants' Claims (defined below), and will thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any of the Released Plaintiffs.

"Released Defendants' Claims" means all claims and causes of action, including Unknown Claims, arising out of or relating to the commencement or prosecution of the Actions other than claims relating to the enforcement of the Settlement, including, without limitation, all claims and causes of action, including Unknown Claims, arising out of or relating to all actions taken by Plaintiffs and Plaintiffs' Counsel in connection with the initiation, prosecution, and settlement of the Actions. For the avoidance of doubt, the Released Defendants' Claims do not include claims based on conduct after the Effective Date and do not include any claims related to enforcement of this Stipulation.

"Released Plaintiffs" means (i) Plaintiffs, all other Class Members; and (ii) their legal representatives, heirs, executors, administrators, trusts, trustees, parents, affiliates, subsidiaries, officers, directors, partnerships, partners, agents, employees, immediate family, insurers, reinsurers, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing, in their respective capacities as such.

(iii) "Unknown Claims" means, as appropriate, (i) any Released Plaintiffs' Claims that Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, or (ii) any Released Defendants' Claims that any member of the Released Defendant Parties does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that Plaintiffs and the Released Defendant Parties shall expressly waive, and each of the other Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. 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.

The Settling Parties acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, 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 Settling Parties, and by operation of law the other Class Members, 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. The Settling Parties also acknowledge, and each of the other Class Members by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

28. All proceedings against Defendants in the Actions, except for those related to the Settlement, have been stayed, and Plaintiffs and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against Defendants or Released Defendant Parties asserting any Released Plaintiffs' Claims pending final determination of whether the Settlement should be approved.

29. If the Settlement is approved and the Effective Date occurs, no member of the Class will be able to bring another action asserting the Released Plaintiffs' Claims against any of the Released Defendant Parties individually or on behalf of SharpSpring.

## **HOW WILL PLAINTIFFS' COUNSEL BE PAID?**

30. Plaintiffs' Counsel have not received any payment for their services in pursuing claims in the Actions on behalf of the Class, nor have they been paid for their litigation expenses incurred in connection with the Actions. Before final approval of the Settlement, Class Counsel will apply to the Court for an award of attorneys' fees and litigation expenses to Plaintiffs' Counsel in connection with achieving the creation of the Settlement Fund (the "Fee and Expense Award") in an amount of up to 1/3 of the Settlement Fund plus expenses, including up to a \$10,000 incentive award for each of the Plaintiffs paid from the Fee and Expense Award (the "Incentive Award"). The Court will determine the amount of the Fee and Expense Award and any Incentive Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. To be clear, any incentive award shall be paid from the Fee and Expense Award. Class Members are not personally liable for any such fees or expenses.

## **WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?**

31. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

32. Please Note: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by video or phone, it is important that you monitor the Court's docket and the Settlement website, [www.rg2claims.com/sharpspring.html](http://www.rg2claims.com/sharpspring.html), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, [www.rg2claims.com/sharpspring.html](http://www.rg2claims.com/sharpspring.html). Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, [www.rg2claims.com/sharpspring.html](http://www.rg2claims.com/sharpspring.html).**

33. The Settlement Hearing will be held on June 13, 2025, at 11:00 a.m., either in person at the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, or remotely by Zoom (in the discretion of the Court), to, among other things: (a) determine whether the Delaware Action may be finally maintained as a non-opt out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) determine whether Delaware Plaintiff may be finally appointed as representative for the Class and Delaware Plaintiff's Counsel may finally appointed as Class Counsel, and whether Plaintiffs and Plaintiffs' Counsel have adequately represented the interests of the Class in the Delaware Action; (c) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (d) determine whether a Judgment should be entered dismissing the Delaware Action with prejudice as against Defendants and releasing all Released Plaintiffs' Claims against the Released Defendant Parties; (e) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (f) determine whether the requested Fee and Expense Award and/or Incentive Award should be approved; (g) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or the requested Fee and Expense Award and/or Incentive Award for Plaintiffs' Counsel; and (h) consider any other matters that may properly be brought before the Court in connection with the Settlement.

34. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or the Fee and Expense Award ("**Objector**"); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before May 30, 2025**, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection as specified in paragraph 35 below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & ServeXpress, by hand, by first-class U.S. Mail, or by express service) on Class Counsel and Defendants' Counsel at the addresses set forth below; and **(3)** emails a copy of the written objection to michael.palestina@ksfcounsel.com, tdudderar@potteranderson.com, sbrody@sidley.com, and fbrody@sidley.com:



REGISTER IN CHANCERY	
<p>Register in Chancery  Court of Chancery of the State of Delaware  New Castle County  Leonard L. Williams Justice Center  500 North King Street  Wilmington, Delaware 19801</p>	
CLASS COUNSEL	
<p><b>KAHN SWICK &amp; FOTI, LLC</b>  Michael J. Palestina  1100 Poydras Street, Suite 960  New Orleans, LA 70163  Tel.: (504) 455-1400    <i>Class Counsel</i></p>	
DEFENDANTS' COUNSEL	
<p><b>POTTER ANDERSON &amp; CORROON LLP</b>  Timothy Dudderar  Hercules Plaza, Sixth Floor  1313 North Market Street  Wilmington, DE 19801  Tel.: (302) 984-6000    <i>Attorneys for Defendants Richard Carlson,  Aaron Jackson, Steven Huey, Scott Miller,  Savneet Singh, and Jason Costi</i></p>	<p><b>SIDLEY AUSTIN LLP</b>  Sara B. Brody  555 California Street, Suite 2000  San Francisco, California 94104  Tel.: (415) 772-1200    Francesca Brody  787 Seventh Avenue  New York, New York 10019  Tel.: (212) 839-5300    <i>Attorneys for Defendants</i></p>

35. Any objections must: (i) identify the case name and civil action number, “*Loren Trent Hightower v. Richard Carlson, et al.*, C.A. No. 2023-0482-KSJM”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and, if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class (*i.e.*, held shares of SharpSpring common stock at any time during the period from June 21, 2021 through September 1, 2021, inclusive of both dates, through and including September 1, 2021). Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement.

36. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

37. If you wish to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Class Counsel and on Defendants’ Counsel at the mailing and email addresses set forth in paragraph 34 above so that the notice is **received on or before May 30, 2025**. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

38. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Class Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 34 above so that the notice is ***received on or before May 30, 2025***.

39. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the Settlement Hearing, you should confirm the date and time with Class Counsel.

**40. Unless the Court orders otherwise, any member of the Class who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or the Fee and Expense Award and/or Incentive Award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

### **CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

41. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Delaware Action, you are referred to the papers on file in the Delaware Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, New Castle County, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. For more detailed information about the matters involved in the Securities Action, you are referred to the papers on file in the Securities Action.

42. Additionally, copies of the Stipulation, the Consolidated Amended Complaint, and any related orders entered by the Court will be posted on the Settlement website, [www.rg2claims.com/sharpspring.html](http://www.rg2claims.com/sharpspring.html). If you have questions regarding the Settlement, you may contact the Settlement Administrator: RG/2 Claims Administration, LLC P.O. Box 59479 Philadelphia, PA 19102-9479 Phone (866) 742-4955 Fax: (215) 827-5551 Email: [info@rg2claims.com](mailto:info@rg2claims.com) or Plaintiffs' Counsel: Michael J. Palestina, 1100 Poydras Street, Suite 960, New Orleans, LA 70163, (504) 455-1400, [michael.palestina@ksfcounsel.com](mailto:michael.palestina@ksfcounsel.com); or Juan E. Monteverde, The Empire State Building, 350 Fifth Avenue, Suite 4740, New York, NY 10118, (212) 971-1341, [jmonteverde@monteverdelaw.com](mailto:jmonteverde@monteverdelaw.com).

### **WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?**

43. If you are a broker or other nominee that held shares of SharpSpring common stock at any time during the period from and including June 21, 2021 through and including September 1, 2021, or otherwise acquired shares of the common stock of SharpSpring after June 21, 2021 and held through September 1, 2021, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to [info@rg2claims.com](mailto:info@rg2claims.com). If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

44. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, [www.rg2claims.com/sharpspring.html](http://www.rg2claims.com/sharpspring.html) by calling the Settlement Administrator toll free at 1-866-742-4955, or by emailing the Settlement Administrator at [info@rg2claims.com](mailto:info@rg2claims.com)

### **DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.**

Dated: February 11, 2025

BY ORDER OF THE COURT OF  
CHANCERY OF THE STATE OF DELAWARE