

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND NORTHERN
DIVISION

SHERYL COHEN FINE, *et. al.*,

Individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

BOWL AMERICA, INC., *et. al.*,

Defendants.

Case No. 1:21-cv-01967-SAG

REVISED

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION
SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE, AND SETTING DATE
FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

WHEREAS:

A. On August 27, 2024, Court-appointed Class Representatives Sheryl Cohen Fine and John Risner (“Class Representatives” or “Plaintiffs”), on behalf of themselves and all others, together members of the Class (defined below), on the one hand, and Defendants Cheryl A. Dragoo, Merle Fabian, Gloria M. Bragg, Nancy E. Hull and Allan L. Sher (deceased) (together the “Defendants”), and Bowl America, Inc. (“Bowl America”), and Bowlero Corp. (“Bowlero”), (together with Plaintiffs, the “Parties”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-titled litigation (the “Action”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed settlement of the Action and the claims alleged in the Third Amended Complaint, on the merits and with prejudice (the “Settlement”);

B. The Court has reviewed and considered the Stipulation and the accompanying exhibits;

C. The Parties to the Stipulation have consented to the entry of this order; and

D. All capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED, this 3rd day of September, 2024

that:

1. The Court has reviewed the Stipulation and preliminarily finds, pursuant to Federal Rule of Civil Procedure 23(e)(1), that the Court will likely be able to approve the proposed Settlement as fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e)(2), subject to further consideration at the Settlement Hearing described below.

2. Pursuant to Rule 23 of the Federal Rules of Civil Procedure the Class certified by the Court on June 15, 2023, is subject to preliminary and final approval of the Settlement. The Class is defined as: all holders of Bowl America Class A common stock who, as of May 27, 2021: (1) were

entitled to vote on the Merger; and (2) continued to hold such stock until the closing of the Merger on August 18, 2021. The class excludes the Defendants, their family members, heirs, and any person, firm, trust, corporation, or other entity related to or affiliated with any of the Defendants.

3. A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court, either in person or remotely at the Court’s discretion, at the United States District Court, District of Maryland, Northern Division, 101 West Lombard Street, Baltimore, MD 21201 on December 12, 2024 at 9:00 a.m. for the following purposes:

- (a) to determine whether the proposed Settlement is fair, reasonable and adequate, and should be approved by the Court;
- (b) to determine whether the proposed Final Order and Judgment (“Judgment”) as provided under the Stipulation should be entered, and to determine whether the release by the Class of the Released Plaintiffs’ Claims, as set forth in the Stipulation, should be provided to the Released Defendant Parties;
- (c) to determine whether the proposed Final Order and Judgment (“Judgment”) as provided under the Stipulation should be entered, and to determine whether the release by the Defendants and Dismissed Defendants of the Released Defendants’ Claims, as set forth in the Stipulation, should be provided to the Released Plaintiff Parties;
- (d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved by the Court;
- (e) to consider Co-Lead Counsel’s application for an award of attorneys’ fees and Litigation Expenses (which may include an application for an award to Plaintiffs and Lead Plaintiffs for reimbursement of their reasonable costs and expenses directly related to their representation of the Class, pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”)); and
- (f) to rule upon such other matters as the Court may deem appropriate.

4. The Court reserves the right to approve the Settlement with or without modification and with or without further notice to the Class of any kind. The Court further reserves the right to enter the Order and Final Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or expenses. The Court may also adjourn the Settlement Hearing, decide to hold the hearing remotely, or modify any of the dates herein without further notice to members of the Class. Any such changes shall be posted on the website of the Settlement Administrator. The Court approves the form, substance and requirement of the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Motion for Attorneys' Fees and Expenses (the "Notice"), the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action and Motion for Attorneys' Fees and Expenses ("Summary Notice"), and the Postcard Notice, substantially in the forms annexed hereto as Exhibits 1 through 3, respectively, and finds they collectively: (a) constitute the best notice to Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement and to apprise Class Members of their right to object to the proposed Settlement or to exclude themselves from the Class; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the Due Process Clause of the United States Constitution, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, and the Rules of this Court.

5. The Court approves the retention of EPIQ Class Action & Claims Solutions, Inc. as the Settlement Administrator. The Settlement Administrator shall cause the Postcard Notice, substantially in the form annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order ("Notice Date"), to all Class Members who can be identified with reasonable effort. Bowl America, to the extent it has not already done so, shall use its best efforts to obtain and provide to Co-Lead Counsel, or the Settlement Administrator, at no cost to Co-

Lead Counsel, the Class, or the Settlement Administrator, within ten (10) business days of entry of this Preliminary Approval Order, its transfer agent's lists of the names/addresses/emails of holders of Bowl America common stock at the time of the Merger, in electronic searchable form, such as Excel, to the extent reasonably available. Co- Lead Counsel, through the Settlement Administrator, shall substantially complete such mailing no later than seventy-five (75) calendar days after the Notice Date.

6. The Settlement Administrator shall use reasonable efforts to provide notice of the Settlement to nominees such as custodians, brokerage firms and other persons and entities that held Bowl America common stock at the time of the Merger as record owners but not as beneficial owners. Such nominees shall either: (a) within ten (10) calendar days of receipt of the Postcard Notice, provide a list of the names and addresses of all such beneficial owners to the Settlement Administrator and the Settlement Administrator is ordered to send the Postcard promptly to such identified beneficial owners; or (b) within ten (10) calendar days of receipt of the Postcard Notice, request from the Settlement Administrator sufficient copies of the Postcard Notice to forward to all such beneficial owners and within ten (10) calendar days of receipt of those Postcard Notices from the Settlement Administrator forward them to all such beneficial owners. Nominees shall also provide email addresses for all such beneficial owners to the Settlement Administrator, to the extent they are available. Nominees who elect to send the Postcard Notice to their beneficial owners shall also send a statement to the Settlement Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action. Nominees are not authorized to print the notices for dissemination. Notices may only be printed for dissemination by the Settlement Administrator. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners of up to \$0.03 per Postcard Notice plus postage at the current pre-sort rate used by the Settlement Administrator per Postcard Notice mailed; or \$0.03 per name, address, and email address (to the extent available) provided to the Settlement Administrator, by providing the Settlement Administrator with

proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with this order shall be paid from the Settlement Fund, and any disputes regarding reimbursement of such expenses shall be subject to review by the Court.

7. Co-Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Postcard Notice.

8. The Court approves the form of the Summary Notice and directs that Co-Lead Counsel shall cause the Summary Notice to be published over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Co-Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

9. The form and content of the notice program described herein, and the methods set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

10. Class Members need not submit a claim form in order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Stipulation.

11. Any Class Member may enter an appearance in this Action, at his, her or its own expense, individually or through counsel of his, her or its own choice. If any Class Member does not enter an appearance, he, she, or it will be represented by Co-Lead Counsel.

12. Class Members shall be bound by all orders, determinations, and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such Persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A putative Class Member wishing to

make such an exclusion request shall mail the request in written form by first-class mail to the address designated in the Notice for such exclusions, such that it is received no later than fourteen (14) calendar days prior to the Settlement Hearing. Such request for exclusion must state the name, address, telephone number, and email address (if any) of the Person seeking exclusion, must state that the sender requests to be “excluded from the Class in *Fine, et al., v. Bowl America, Inc. et al.*, Case No. 1:21-cv-01967-SAG (D. Md.)” and must be signed by such Person. Such Persons requesting exclusion are also directed to state the information requested in the Notice, including, documentary proof of ownership of Bowl America common stock at the time of the merger. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

13. Putative Class Members requesting exclusion from the Class shall not be eligible to receive any payment out of the Net Settlement Fund. Any Class Member who does not request exclusion from the Class may object to the proposed Settlement, the proposed Plan of Allocation, and/or Co-Lead Counsel’s application for attorneys’ fees and expenses. Any objections must: (i) identify the case name and civil action number, “*Fine, et al., v. Bowl America, Inc., et al.*, Case No. 21-cv-01967-SAG (D. Md.)”; (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. 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. Co-Lead Counsel

may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

14. The Court will consider any Class Member's objection to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees or expenses only if such Class Member has served by hand or by mail his, her or its written objection and supporting papers, such that they are received on or before fourteen (14) calendar days before the Settlement Hearing, upon Co-Lead Counsel: Daniel S. Sommers, Esq, Cohen Milstein Sellers & Toll PLLC, 1100 New York Avenue, NW, Fifth Fl., Washington, D.C. 20005; Brett Krantz, Esq., Kohrman Jackson & Krantz LLP, One Cleveland Center, 29th Floor, 1375 East Ninth Street, Cleveland OH 44114; and Defendants' Counsel: Benjamin D. Schuman, Esq., DLA Piper LLP (US), 650 S. Exeter St., Suite 1100, Baltimore, Maryland 21202; and John A. Tucker, Esq., Foley & Lardner LLP, One Independent Drive, Suite 1300, Jacksonville, FL 32202-5017, and has filed, either by mail or in person, said objections and supporting papers with the Clerk of the Court, United States District Court for the District of Maryland, United States Courthouse, 101 West Lombard Street, MD 21201. Any Class Member who does not make his, her, or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the Settlement, to the Plan of Allocation, or to the request for attorneys' fees and expenses, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given. Attendance at the Settlement Hearing is not necessary, however, persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses are required to state in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

15. Class Members do not need to appear at the hearing or take any other action to state their approval.

16. Until otherwise ordered by the Court, the Court stays all proceedings in the Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Plaintiffs' Claims against the Released Defendant Parties.

17. As provided in the Stipulation, Co-Lead Counsel may pay the Settlement Administrator the reasonable fees and costs associated with giving notice to the Class and the review of claims and administration of the Settlement out of the Settlement Fund.

18. All papers in support of the Settlement, Plan of Allocation, and Co-Lead Counsel's request for an award of attorneys' fees and expenses shall be filed with the Court and served on or before twenty-one (21) calendar days prior to the date set herein for the Settlement Hearing. If reply papers are necessary, they are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

19. No person who is not a Class Member or Co-Lead Counsel shall have any right to any portion of, or to any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

20. All funds held in escrow shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to the Stipulation and/or further order of the Court.

21. Neither Defendants nor their counsel shall have any responsibility for the Plan of Allocation nor any application for attorney's fees or Litigation Expenses submitted by Co-Lead Counsel or Plaintiffs.

22. If the Settlement fails to become effective as defined in the Stipulation or is terminated, then both the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Preliminary Approval Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of July 2, 2024.

23. Neither this Order, the Stipulation (whether or not finally approved or consummated), nor their negotiation, or any proceedings taken pursuant to them: (a) shall be offered against any of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Plaintiffs, or the validity of any claim that was or could have been asserted, or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or other wrongdoing of any kind by any of the Released Defendant Parties; (b) shall be offered against any of the Released Plaintiff Parties as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing of any kind or in any way referred to for any other reason as against any of the Released Plaintiff Parties in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; provided, however, that if the Stipulation is approved by the Court, the Released Parties and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement; (c) shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given represents the amount which could be or would have been recovered after trial; and (d) shall be construed against the Released Plaintiff Parties that any of their claims are without merit, that any of Released Defendant Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement

Amount.

24. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

SO ORDERED.

September 3, 2024

/s/ Stephanie A. Gallagher
UNITED STATES DISTRICT COURT JUDGE