



**GRANTED**

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Case No. 10865-VCG



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

\_\_\_\_\_)  
IN RE GLOBE SPECIALTY METALS, INC. ) Consol. C.A. No. 10865-VCG  
STOCKHOLDERS LITIGATION )  
\_\_\_\_\_)

**FINAL ORDER AND JUDGMENT  
APPROVING CLASS ACTION SETTLEMENT**

WHEREAS, a consolidated stockholder class action is pending in this Court entitled *In Re Globe Specialty Metals, Inc. Stockholders Litigation*, Consol. C.A. No. 10865-VCG (the “Litigation”);

WHEREAS, (a) plaintiffs City of Providence, International Union of Operating Engineers Local 478 Pension Fund, Edward Fraser, and Michael Cirillo (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); and (b) defendants Jeff Bradley, Alan Kestenbaum, Stuart Eizenstat, Frank Lavin, Donald Barger, Jr., Alan Schriber, Bruce Crockett, Globe Specialty Metals, Inc., Grupo Villar Mir, S.A.U., Grupo FerroAtlántica, S.A.U., Ferroglobe PLC (now known as VeloNewco Limited), and Gordon Merger Sub, Inc. (collectively, “Defendants” and together with Plaintiffs, the “Parties” and each a “Party”) have entered into a Stipulation and Agreement of Settlement dated October 30, 2015 (the “Stipulation”) that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Litigation on the terms

and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, by Order dated November 18, 2015 (the “Scheduling Order”), this Court (a) preliminarily certified the Settlement Class solely for purposes of effectuating the Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on February 10, 2016 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; (b) whether a judgment should be entered dismissing the Litigation with prejudice; and (c) whether the application by Lead Counsel for an award of attorneys’ fees and reimbursement of litigation expenses should be approved; and

WHEREAS, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or

entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Settlement Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this \_\_\_ day of February 2016, as follows:

1. **Definitions:** Unless otherwise defined in this Judgment, the capitalized terms used herein shall have the same meaning as they have in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Litigation, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members in any and all disputes arising out of or relating in any way to the Stipulation or the Settlement.

3. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on October 30, 2015; and (b) the Notice and Summary Notice, which were filed with the Court on October 30, 2015.

4. **Final Class Certification for Settlement Purposes:** The Court hereby finally certifies, for the purposes of the Settlement only, the Litigation as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and

23(b)(2), on behalf of a Settlement Class consisting of all record and beneficial holders of common stock of Globe who held such stock at any time during the period from February 22, 2015 through and including the date of the consummation of the Proposed Transaction (the “Class Period”) and who were allegedly damaged as a result of Defendants’ conduct alleged in the Consolidated Complaint. Excluded from the Settlement Class are the Defendants; subsidiaries and controlled affiliates of Globe; any corporations, limited liability companies, partnerships, trusts or other entities of which any Defendant is a primary beneficiary or in which any Defendant holds a material equity interest between the date hereof and the Effective Date; and the Immediate Family Members of any Individual Defendant (other than with respect to Designated Family Member Shares as identified on Exhibit D to the Stipulation) (collectively, the “Excluded Stockholders”).

5. For the purposes of the Settlement only, the Court hereby finally appoints Plaintiffs as class representatives for the Settlement Class and Lead Counsel as class counsel for the Settlement Class. Plaintiffs and Lead Counsel have fairly and adequately represented the Settlement Class both in terms of prosecuting the Litigation and for purposes of entering into and implementing the Settlement.

6. **Class Findings:** Solely for purposes of the proposed Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2) has been met in that: (a) the Class Members are so numerous that their joinder in the Litigation would be impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class; (d) in connection with both the prosecution of the Litigation as well as the Settlement, Plaintiffs and Lead Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants; (f) as a practical matter, the disposition of the Litigation would influence the disposition of any pending or future identical cases brought by other Class Members; and (g) Defendants have allegedly acted or refused to act on grounds generally applicable to the Settlement Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole.

7. **Notice:** The Court finds that the dissemination of the Notice and publication of the Summary Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the

circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Litigation; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel's application for an award of attorneys' fees and litigation expenses; (iv) their right to object to any aspect of the Settlement and/or Lead Counsel's application for attorneys' fees and litigation expenses; and (v) their right to appear at the Settling Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

8. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement consideration; the Releases, including the release of the Settled Plaintiff Claims as against the Released Defendant Persons; and the dismissal with prejudice of the Litigation), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to implement, perform and consummate

the Settlement in accordance with the terms and provisions contained in the Stipulation.

9. The Litigation and all of the claims asserted against Defendants in the Litigation by Plaintiffs and the other Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

10. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Plaintiffs and all other Class Members (regardless of whether or not any individual Class Member was entitled to receive or in fact receives a distribution from the Cash Payment), as well as their respective successors and assigns.

11. **Releases:** The Releases set forth in Paragraphs 18 and 19 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to Paragraph 12 below, as of the Effective Date of the Settlement, Plaintiffs and all other Class Members, on behalf of themselves and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such,

shall fully, finally and forever release, settle and discharge the Released Defendant Persons (as defined below) from and with respect to the Settled Plaintiff Claims (as defined below), and will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding, in any forum, asserting any Settled Plaintiff Claims against any of the Released Defendant Persons.

“Settled Plaintiff Claims” means any and all claims, including Unknown Claims (as defined below), demands, rights, litigation or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, that Plaintiffs or any or all other members of the Settlement Class ever had, now have, or may have against any or all the Released Defendant Persons, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, but not limited to, any claims under federal securities laws or state disclosure law or any claims that could be asserted derivatively on behalf of Globe), which have been, could have been, or in the future can or might be asserted in the Litigation or in any other court, tribunal, or proceeding, that are based upon the Class Members’ ownership of the

common stock of Globe, or Ferroglobe shares purchased by Class Members after consummation of the Proposed Transaction, and that arise out of or relate to the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, or omissions alleged in the complaints filed in the Litigation, including those allegations concerning: (i) the Proposed Transaction, or any amendment thereto; (ii) the adequacy of the consideration to be paid to Globe stockholders in connection with the Proposed Transaction; (iii) any fiduciary obligations of any of the Defendants or Released Defendant Persons in connection with the Proposed Transaction, or any amendment thereto; (iv) the negotiations in connection with the Proposed Transaction, or any amendment thereto, including any alleged deal-protection devices; (v) the disclosures or disclosure obligations of any of the Defendants or Released Defendant Persons in connection with the Proposed Transaction, including without limitation the disclosures or lack of disclosures made in the Preliminary Proxy Statement/Prospectus and/or the Proxy Statement; (vi) the alleged aiding and abetting of any breach of fiduciary duty in connection with the Proposed Transaction; or (vii) any alleged improper personal benefit, conflict of interest, improper payments of any remuneration or employment benefits to any individual made in connection with the Proposed Transaction; provided, however, that

the Settled Plaintiff Claims shall not include claims to enforce the Settlement or claims based on actions or events occurring after the closing of the Proposed Transaction.

“Released Defendant Persons” means any and all Defendants and/or their respective controlling persons and/or their respective families, parent entities, associates, affiliates, or subsidiaries, and each and all of their respective past, present, or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, other advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, insurers, co-insurers and reinsurers, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, whether or not any such person or entity was served or appeared in the Litigation.

(b) Without further action by anyone, and subject to Paragraph 12 below, as of the Effective Date of the Settlement, Defendants, on behalf of themselves and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall fully, finally and forever release, settle and discharge the Released Plaintiff Persons (as defined below)

(including Lead Counsel and all Class Members) from and with respect to the Settled Defendant Claims, and will be forever barred and enjoined from commencing, instituting or prosecuting any action or other proceeding, in any forum, asserting any Settled Defendant Claims (as defined below) against any of the Released Plaintiff Persons.

“Settled Defendant Claims” means any and all claims, including Unknown Claims (as defined below), demands, rights, litigation or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule, which have been, could have been, or in the future can or might be asserted in the Litigation or in any other court, tribunal, or proceeding, arising out of or relating to the institution, prosecution, settlement, or resolution of the Litigation; provided, however, that the Settled Defendant Claims shall not include claims to enforce the Settlement.

“Released Plaintiff Persons” means any and all Plaintiffs and all other Class Members and/or their respective controlling persons and/or their

respective families, parent entities, associates, affiliates, or subsidiaries, and each and all of their respective past, present, or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, other advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, insurers, co-insurers and reinsurers, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, whether or not any such person or entity was served or appeared in the Litigation.

“Unknown Claims” means any claim that any of the Plaintiffs and all other members of the Settlement Class (collectively, the “Releasing Plaintiff Persons”) and Defendants do not know or suspect to exist at the time of the Releases, which if known, might have affected the Releasing Plaintiff Persons’ or Defendants’ decision to enter into the Release. The Releasing Plaintiff Persons and the Defendants shall be deemed to relinquish, to the extent applicable, and to the full extent permitted by law, the provisions, rights and benefits of Section 1542

of the California Civil Code (and any similar law or statutes under the laws of other jurisdictions), which states that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The Releasing Plaintiff Persons and the Defendants shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs and Defendants acknowledge, and the other members of the Settlement Class by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of “Settled Plaintiff Claims” and “Settled Defendant Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Settlement.

12. Notwithstanding Paragraphs 11(a)-(b) above, nothing in the Stipulation or in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

13. **Appraisal Rights:** The Court hereby finds and concludes that the distribution of the Cash Payment from the Account to Eligible Class Members does not give rise to appraisal rights in connection with the Proposed Transaction for holders of Globe common stock.

14. **No Admissions:** Neither this Judgment, the MOU nor the Stipulation, nor the fact or any terms of the Settlement, is evidence, or a presumption, admission or concession by any Party in the Litigation, any signatory hereto or any Released Persons, of any fault, liability or wrongdoing whatsoever, or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Litigation, or any other actions or proceedings. Neither this Judgment, the MOU nor the Stipulation is a finding or evidence of the validity or invalidity of any claims or defenses in the Litigation or any wrongdoing by any of the Defendants named therein or any damages or injury to any Class Member. Neither this Judgment, the MOU nor the Stipulation, nor any of the terms and provisions of this Judgment, the MOU or the Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, finding or lack of any

liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Persons, or of any infirmity of any claims or defense, or of any damage to any Plaintiff or Class Member, (ii) otherwise be used to create or give rise to any inference or presumption against any of the Parties or Released Persons concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Litigation, or of any purported liability, fault, or wrongdoing of the Released Persons or of any injury or damages to any person or entity, or (iii) be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; or (b) otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; *provided, however*, that the Stipulation and/or this Judgment may be introduced in any proceeding, whether in the Court of Chancery or otherwise, as may be necessary to argue that the Stipulation and/or this Judgment has res judicata, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and/or this Judgment.

15. **Award of Attorneys' Fees and Litigation Expenses:** Plaintiffs' Counsel are hereby awarded attorneys' fees and litigation expenses in the total amount of \$9,989,376.73, which sum the Court finds to be fair and reasonable.

Defendants shall pay or cause to be paid the full amount of the Court-awarded attorneys' fees and expenses to Lead Counsel in accordance with the terms of the Stipulation, subject to Lead Counsel's obligation to make appropriate refunds or repayments to Defendants if (a) the Settlement is terminated in accordance with the terms of the Stipulation or (b) if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or expenses is reduced or reversed and such order reducing or reversing the award has become Final.

16. No proceedings or court order with respect to the award of attorneys' fees and expenses to Plaintiffs' Counsel shall in any way disturb or affect this Judgment (including precluding this Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or court order shall be considered separate from this Judgment.

17. **Modification of the Stipulation:** Without further approval from the Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Parties to

the Stipulation may agree to reasonable extensions of time to carry out any provisions of the Settlement.

18. **Termination of Settlement:** If the Settlement is cancelled or terminated pursuant to the terms of the Stipulation, including a failure of the Effective Date of the Settlement to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, and this Judgment shall be without prejudice to the rights of Plaintiffs, the other Class Members and Defendants, and all of the Parties to the Stipulation shall be deemed to have reverted to their respective litigation positions they were in immediately prior to the execution of the MOU, including the return of the undistributed Cash Payment in the Account to Globe or its successor, and the Parties shall proceed in all respects as if the MOU and the Stipulation had not been executed and the related orders, including this Judgment, had not been entered, and in that event all of their respective claims and defenses as to any issue in any of the Litigation shall be preserved without prejudice in any way, including Defendants' right to oppose certification of a class in any future proceedings.

19. **Entry of Final Judgment:** There is no just reason to delay the entry of this Judgment as a final judgment in the Litigation. Accordingly, the Register in Chancery is expressly directed to immediately enter this final judgment in the Litigation.

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Vice Chancellor Glasscock

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

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

**Judge:** Sam Glasscock

**File & Serve**

**Transaction ID:** 58566706

**Current Date:** Feb 15, 2016

**Case Number:** 10865-VCG

**Case Name:** CLOSED 2.10.16 CONF ORDER CONS W/ 10823, 10899, 10929-VCG IN RE GLOBE SPECIALTY METALS, INC. STOCKHOLDERS LITIGATION

**Court Authorizer:** Glasscock, Sam

/s/ Judge Glasscock, Sam