

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Peter Frouws, individually and on behalf of	)	No. 2:23-cv-00691-PHX-DJH
all others similarly situated, et al.,	)	
	)	<u>CLASS ACTION</u>
Plaintiff,	)	
	)	STIPULATION AND
v.	)	AGREEMENT OF
	)	SETTLEMENT
Robert Lyons; Daniel Boncel; and Stephen	)	
Cumming,	)	
	)	
Defendants.	)	
	)	
	)	

This Stipulation and Agreement of Settlement, dated as of February 11, 2026, (together with all exhibits and appendices thereto, the “Stipulation”) is submitted to the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure. This Stipulation is entered into by and among (i) Court-appointed Lead Plaintiff Peter Frouws (“Lead Plaintiff”), on his own behalf and on behalf of the Settlement Class (as defined below), and (ii) defendants Robert A. Lyons, Daniel R. Boncel, and Stephen Cumming (collectively, “Defendants”), by and through their respective counsel. This Stipulation embodies all of the terms of the settlement and resolution of the above-captioned Consolidated Action.¹ This Stipulation is intended, subject only to approval by the Court and the conditions set forth herein, to fully, finally, and forever resolve, discharge, settle, and dismiss with prejudice all Released Claims (defined below) against Defendants and all Released Persons.

WHEREAS:

A. Procedural Background of the Consolidated Action

1. On April 25, 2023, Mehran Esfandiari filed a putative class action complaint alleging claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”) and U.S. Securities and Exchange Commission (“SEC”) Rule 10b-5 promulgated thereunder against Edgio, Inc. (“Edgio”), formerly known as Limelight, Inc., and Defendants. Case No. 2:23-cv-00691-DJH, Doc. 1.

2. On June 23, 2023, Stephen Marinelli filed a putative class action complaint alleging claims under Sections 10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder against Edgio, Robert A. Lento, and Defendants. Case No. 2:23-cv-01170-SMM, Doc. 1.

3. On June 26, 2023, Lead Plaintiff filed a motion seeking appointment as lead plaintiff, approval of his counsel as co-lead counsel, and consolidation of the related cases filed by Marinelli and Esfandiari. Doc. 15.

4. On November 3, 2023, the Court issued an order appointing Lead Plaintiff as lead

¹ Throughout this Stipulation, all terms used with initial capitalization, but not immediately defined, shall have the meanings ascribed to them in Section 1 below.

1 plaintiff and consolidating the related actions filed by Marinelli and Esfandiari into the
2 Consolidated Action. The Court also appointed the law firms of Scott+Scott Attorneys at Law
3 LLP and the Schall Law Firm as Co-Lead Counsel in the Consolidated Action. Doc. 23.

4 5. On January 29, 2024, Lead Plaintiff filed an amended complaint alleging claims
5 under the §§10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder
6 against Edgio and Defendants (“Amended Complaint”). Doc. 32. The Amended Complaint
7 alleges that Edgio and Defendants made materially false and misleading statements and omissions
8 about Edgio’s business in public statements and Edgio’s filings with the SEC. *Id.*

9 6. On March 11, 2024, Defendants filed a motion to dismiss the Amended Complaint
10 (Doc. 37), which Lead Plaintiff opposed (Doc. 38).

11 7. On September 9, 2024, Edgio and its U.S. subsidiaries filed a voluntary petition
12 for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy
13 Court for the District of Delaware (the “Bankruptcy Proceeding”). Upon notice of the Bankruptcy
14 Proceeding, the proceedings in this Consolidated Action were automatically stayed. Doc. 40.

15 8. On March 17, 2025, Edgio was dismissed from the Consolidated Action without
16 prejudice, in light of the then-pending Bankruptcy Proceeding. Doc. 49.

17 9. On April 2, 2025, Defendants re-filed their motion to dismiss the Complaint (Doc.
18 55; the “Motion to Dismiss”), which Lead Plaintiff opposed (Doc. 56).

19 10. On August 25, 2025, the Court issued an Order denying the Motion to Dismiss.
20 Doc. 58.

21 11. On September 8, 2025, counsel for Lead Plaintiff and Defendants, as well as
22 representatives of certain of Defendants’ insurance carriers, conducted a full-day, in-person
23 mediation under the auspices of David Murphy, Esq. of Phillips Alternative Dispute Resolution
24 LLC (the “Mediator”), a nationally recognized mediator with significant experience in mediating
25 securities and other complex class actions. In connection with this mediation process, the Parties
26 prepared and exchanged comprehensive mediation statements with accompanying exhibits. The
27 Parties were unable to reach an agreement at the September 8, 2025 mediation session.

28 12. In parallel with the mediation process, the Parties continued to actively litigate the

STIPULATION & AGREEMENT OF SETTLEMENT

1 Consolidated Action. On October 6, 2025, Defendants filed their respective Answers to the
2 Amended Complaint. Docs. 61-63. On October 20, 2025, the Parties submitted a Joint Case
3 Management Report outlining proposed case deadlines. Doc. 64. On October 22, 2025, the Court
4 issued a Rule 16 Scheduling Order. Doc. 65. The Parties thereafter commenced fact discovery,
5 including service of interrogatories, requests for document production, and third-party discovery.

6 13. Following the initial mediation session, the Parties continued the confidential
7 mediation process. Over the course of more than three months, the parties engaged in additional
8 discussions and negotiations under the Mediator's supervision. On December 9, 2025, the Parties
9 accepted a double-blind mediator's proposal to settle the Consolidated Action for \$15 million
10 (\$15,000,000.00).

11 14. On December 11, 2025, the Parties informed the Court that they had reached an
12 agreement-in-principle to settle the Consolidated Action and requested a stay. Doc. 78. The same
13 day, the Court granted the request to stay. Doc. 79.

14 **B. The Settlement**

15 15. As set forth herein, the Parties desire to fully, finally, and forever settle and resolve
16 any and all Released Claims (as defined below) by, between, or among Lead Plaintiff and the
17 Settlement Class, on the one hand, and Defendants, on the other hand.

18 16. This Stipulation reflects the final and binding agreement between the Parties,
19 subject to approval by the Court, to fully, finally, and forever settle the Consolidated Action and
20 to release the Released Defendant Persons with respect to the Released Plaintiff's Claims,
21 including, without limitation, all claims asserted against the Defendants in this action.

22 17. Neither this Stipulation, nor the fact of its execution, nor any of its provisions,
23 shall be offered or received in evidence in any action or proceeding of any nature or otherwise
24 referred to or used in any manner in any court or other tribunal to establish any allegation of
25 liability or wrongdoing by each or any of the Released Defendant Persons, other than such
26 proceedings as may be necessary to effectuate or enforce the provisions of this Stipulation or as
27 set forth in ¶ 11.1.
28

1 **C. Defendants' Denial of Wrongdoing and Liability**

2 18. Defendants state that they enter into this Stipulation solely to eliminate the
3 expense, distraction, time, and uncertainty of further litigation. Taking into account the
4 uncertainty, risks, costs, and distraction inherent in any litigation, especially in complex cases
5 such as this Consolidated Action, Defendants state that they have determined that it is desirable
6 that the Consolidated Action be settled in the manner and upon the terms and conditions set forth
7 in this Stipulation.

8 19. Nothing in this Stipulation shall be construed as an admission by any Defendant
9 or any of the Released Defendant Persons of any wrongdoing, fault, liability, or damages
10 whatsoever. Defendants expressly have denied and continue to deny all charges of wrongdoing
11 or liability against them arising out of any of the conduct, statements, acts or omissions alleged,
12 or that could have been alleged, in this Consolidated Action. Defendants also have denied and
13 continue to deny, inter alia, the allegations that any of the Defendants made, knowingly or
14 otherwise, any material misstatements or omissions; that Defendants acted negligently,
15 recklessly, or with culpable intent; that any member of the Settlement Class has suffered any
16 damages; or that Lead Plaintiff or members of the Settlement Class were harmed by the conduct
17 alleged in the Consolidated Action or that could have been alleged as part of the Consolidated
18 Action. Defendants have asserted and continue to assert that, at all times, they acted in good faith
19 and in a manner reasonably believed to be in accordance with all applicable rules, regulations and
20 laws. In addition, Defendants maintain that they have meritorious defenses to all claims alleged
21 in the Consolidated Action.

22 20. The Stipulation, whether or not consummated, any proceedings relating to any
23 settlement, or any of the terms of any settlement, whether or not consummated, shall in no event
24 be construed as, or deemed to be evidence of, an admission or concession on the part of the
25 Defendants, the Released Defendant Persons, or any of them, with respect to any fact or matter
26 alleged in the Consolidated Action, or any claim of fault or liability or wrongdoing or damage
27 whatsoever, or any infirmity in any defense that has been or could have been asserted. Each
28 Defendant reserves all defenses to any claims that may be filed by any individual or entity that

1 has previously sought or may seek exclusion from the Settlement Class.

2 **D. Lead Plaintiff's Statement Regarding Settlement**

3 21. Lead Plaintiff and Co-Lead Counsel state that they recognize and acknowledge the
4 expense and length of continued proceedings necessary to prosecute the Consolidated Action
5 against Defendants through trial. Lead Plaintiff and Co-Lead Counsel state that they also have
6 taken into account the uncertain outcome, inherent risk, and the expense associated with getting
7 this case successfully through discovery, summary judgement, and a jury trial in a complex matter
8 such as this Consolidated Action, as well as the risks posed by the difficulties and delays relating
9 to post-trial motions and potential appeals, including the complications arising from the fact that
10 Edgio, the issuer of the securities at issue, filed for bankruptcy. Lead Plaintiff and Co-Lead
11 Counsel believe that the claims asserted in the Consolidated Action were well-pled and believe
12 that this Stipulation reflects a balancing of the substantial and certain recovery for the Settlement
13 Class under the Settlement, as against the risks and delays inherent in continued litigation. Lead
14 Plaintiff and Co-Lead Counsel believe that the Settlement set forth in this Stipulation confers
15 substantial benefits upon the Settlement Class in light of the circumstances present here, and is
16 fair, reasonable, and in the best interests of the Settlement Class Members.

17 22. The Stipulation, whether or not consummated, any proceedings relating to any
18 settlement, or any of the terms of any settlement, whether or not consummated, shall in no event
19 be construed as, or deemed to be evidence of, an admission or concession on the part of Lead
20 Plaintiff or the Settlement Class concerning any infirmity in the claims asserted in the
21 Consolidated Action, or any lack of merit of such claims, or any inability to prove damages, loss
22 causation, scienter, materiality, or any other element of the claims asserted. Nothing in this
23 Stipulation shall be construed as an admission that any of Defendants' asserted defenses have
24 merit or would have prevailed at trial or on appeal.

25 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and among
26 Lead Plaintiff, on behalf of himself and the Settlement Class, and Defendants, by and through
27 their respective undersigned counsel and subject to the approval of the Court pursuant to Rule
28 23(e), that, in consideration of the benefits flowing to the Parties from the Settlement, all Released

1 Claims, as against all Released Persons, shall be fully, finally, and forever compromised, settled,
2 released, discharged, and dismissed with prejudice, and without costs, and the Consolidated
3 Action shall be dismissed with prejudice, upon and subject to the following terms and conditions
4 of this Stipulation, as follows:

5 **1. DEFINITIONS**

6 In addition to the terms defined above, the following capitalized terms, used in this
7 Stipulation, shall have the meanings specified below:

8 **1.1.** “Affiliate” means any person or entity controlled by, controlling, or under
9 common control with another person or entity.

10 **1.2.** “Alternate Judgment” means a form of final judgment that may be entered by the
11 Court herein but in a form other than the form of Final Judgment provided for in this Stipulation
12 and where none of the Settling Parties hereto elects to terminate this Settlement by reason of such
13 variance.

14 **1.3.** “Amended Complaint” means the Amended Complaint for Violation of the
15 Federal Securities Laws, filed by Lead Plaintiff in the Consolidated Action on January 29, 2024
16 (Doc. 32).

17 **1.4.** “Answer” refers to any of Defendants’ respective Answers to the Amended
18 Complaint, which were filed in the Consolidated Action on October 6, 2025.

19 **1.5.** “Authorized Claimant” means any Claimant whose Proof of Claim and Release
20 has been allowed by the Claims Administrator pursuant to the terms of the Stipulation or by order
21 of the Court.

22 **1.6.** “Claim” means a paper claim submitted on a Proof of Claim Form or an electronic
23 claim form containing substantially similar information that is submitted to the Claims
24 Administrator to share in the distribution of the Net Settlement Fund.

25 **1.7.** “Claim Form” or “Proof of Claim Form” means the form, substantially in the form
26 attached hereto as Exhibit 2 to Exhibit A, that a Claimant must complete and submit should that
27 Claimant seek to share in a distribution of the Net Settlement Fund.

28 **1.8.** “Claimant” means a person or entity who or which timely submits a Claim to the

1 Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund
2 and does not withdraw such Claim.

3 **1.9.** “Claims Administrator” means the firm retained by Co-Lead Counsel, subject to
4 approval of the Court, to provide all notices approved by the Court to potential Settlement Class
5 Members and to administer the Settlement.

6 **1.10.** “Class Distribution Order” means the order entered by the Court authorizing and
7 directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

8 **1.11.** “Class Period” means the period from February 12, 2021 to March 10, 2023,
9 inclusive.

10 **1.12.** “Co-Lead Counsel” means the law firms Scott+Scott Attorneys at Law LLP and
11 The Schall Law Firm.

12 **1.13.** “Consolidated Action” means the consolidated putative class action captioned
13 *Frouws, et al., v. Lyons et al.*, No. 2:23-cv-00691-PHX-DJH, pending in this Court.

14 **1.14.** “Court” means the United States District Court for the District of Arizona.

15 **1.15.** “Defendants” has the meaning set forth in the Recitals.

16 **1.16.** “Defendants’ Counsel” means the law firms Fried, Frank, Harris, Shriver &
17 Jacobson LLP and Osborn Maledon, P.A.

18 **1.17.** “Effective Date” with respect to the Settlement means the first date by which all
19 of the events and conditions specified in ¶ 10.3 of this Stipulation have been met and have
20 occurred or have been waived.

21 **1.18.** “Escrow Account” means an interest-bearing escrow account with a U.S. bank
22 established at and maintained by the Escrow Agent, wherein the Settlement Amount shall be
23 deposited and held in escrow under the control of Co-Lead Counsel.

24 **1.19.** “Escrow Agent” means Huntington National Bank.

25 **1.20.** “Failure to Fund Termination Notice” has the meaning set forth in ¶ 10.6.

26 **1.21.** “Final,” with respect to the Final Judgment, or, if applicable, the Alternate
27 Judgment, or any other court order, means when the last of the following shall occur: (i) if no
28 appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the

1 Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order;
2 or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such
3 appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the
4 judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for
5 a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of
6 review, and, if certiorari or other form of review is granted, the date of final affirmance following
7 review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial
8 review pertaining solely to an order issued with respect to (i) attorneys' fees, costs or Litigation
9 Expenses, or (ii) the Plan of Allocation of Settlement proceeds (as submitted or subsequently
10 modified), shall not in any way delay or preclude a judgment approving the Settlement from
11 becoming Final.

12 **1.22.** "Immediate Family" means children, stepchildren, parents, stepparents, spouses,
13 siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and
14 sisters-in-law. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in
15 a state-recognized domestic relationship or civil union.

16 **1.23.** "Judgment" means the final judgment and order of dismissal with prejudice to be
17 rendered by the Court upon approval of the Settlement, substantially in the form attached hereto
18 as Exhibit B. The Judgment shall provide that the terms of 15 U.S.C. §78u-4(f)(7) apply to this
19 Settlement, including that each Defendant shall be discharged from all claims for contribution
20 brought by other persons. The Judgment shall include a bar order constituting the final discharge
21 of all obligations to any Settlement Class Member of each of the Defendants arising out of the
22 Consolidated Action.

23 **1.24.** "Lead Plaintiff" means Peter Frouws on behalf of himself and the Settlement Class
24 Members.

25 **1.25.** "Litigation Expenses" means costs and expenses incurred in connection with
26 commencing, prosecuting, and settling the claims asserted in the Consolidated Action for which
27 Co-Lead Counsel intend to apply to the Court for payment or reimbursement from the Settlement
28 Fund.

1 **1.26.** “Net Settlement Fund” means the Settlement Fund (defined below) less: (i) any
2 Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses
3 awarded by the Court; (iv) any attorneys’ fees awarded by the Court; (v) any award to any plaintiff
4 awarded by the Court pursuant to 15 U.S.C. §78u-4(a)(4) (“Lead Plaintiff Award”); and (vi) any
5 other costs or fees approved by the Court.

6 **1.27.** “Notice” means the Notice of (I) Pendency of Class Action and Proposed
7 Settlement; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys’ Fees and Litigation
8 Expenses, substantially in the form attached as Exhibit 1 to Exhibit A, which is to be mailed to
9 Settlement Class Members.

10 **1.28.** “Notice and Administration Costs” means all costs, fees, and expenses that are
11 incurred by the Claims Administrator and/or Co-Lead Counsel in connection with: (i) providing
12 notice of the Settlement to the Settlement Class; and (ii) administering the Settlement, including
13 but not limited to the Claims process, as well as the costs, fees, and expenses incurred in
14 connection with the Escrow Account.

15 **1.29.** “Parties” means Defendants and Lead Plaintiff, on behalf of himself and the
16 Settlement Class.

17 **1.30.** “Person(s)” means an individual, corporation, fund, limited liability corporation,
18 professional corporation, limited liability partnership, partnership, limited partnership
19 association, bank, joint stock company, estate, legal representative, trust, trustee, unincorporated
20 association, and any business or legal entity and their spouses, heirs, predecessors, successors,
21 representatives, or assigns.

22 **1.31.** “Plan of Allocation” means the proposed plan for allocating the Net Settlement
23 Fund to Authorized Claimants, as set forth in the Notice, or such other plan of allocation as may
24 be approved by the Court.

25 **1.32.** “Preliminary Order” means the order, substantially in the form attached hereto as
26 Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that
27 notice of the Settlement be provided to the Settlement Class.

28 **1.33.** “Released Claims” means all Released Defendants’ Claims and all Released

1 Plaintiff's Claims.

2 **1.34.** "Released Defendant Persons" means (i) Defendants, (ii) Edgio; (iii) all past and
3 present directors, officers, or employees of Edgio who could have been named as defendants in
4 this Consolidated Action; (iv) all past and present Affiliates of Defendants, (v) all past and present
5 officers, directors, employees, members, limited or general partners, insurers, attorneys, financial
6 or investment advisors, auditors, consultants, agents, representatives, successors, and assigns of
7 the persons and entities in (i)-(iv).

8 **1.35.** "Released Defendants' Claims" means any and all claims, demands, rights,
9 liabilities, losses, obligations, damages, and causes of action of any kind, nature, or description
10 whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued,
11 apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or
12 unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, under
13 any federal, state, foreign, or other applicable law, rule or regulation, arising out of or in any way
14 relating (directly or indirectly) to the institution, prosecution, or settlement of this Consolidated
15 Action (including any of the actions subsequently consolidated into this Action), except for claims
16 relating to the enforcement of the Settlement.

17 **1.36.** "Released Persons" means each and any of the Released Defendant Persons and
18 each and any of the Released Plaintiff Persons.

19 **1.37.** "Released Plaintiff Persons" means Lead Plaintiff and all other Settlement Class
20 Members, as well as all of their respective past and present Affiliates, officers, directors,
21 employees, members, limited or general partners, insurers, attorneys (including Co-Lead
22 Counsel), financial or investment advisors, auditors, consultants, agents, representatives,
23 successors, and assigns.

24 **1.38.** "Released Plaintiff's Claims" means any and all claims, demands, rights,
25 liabilities, losses, obligations, damages, and causes of action of any kind, nature, or description
26 whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued,
27 apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or
28 unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, under

any federal, state, foreign, or other applicable law, rule or regulation, that were asserted in the Amended Complaint or could have been asserted in any forum arising out of or in any way relating (directly or indirectly) to (i) the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint and (ii) the purchase or other acquisition of Edgio common stock (including any decision to buy Edgio common stock) by any members of the Settlement Class during the Class Period. For the avoidance of doubt, any claims to enforce any of the terms of this Stipulation are excluded from the definition of Released Claims.

1.39. “Releases” means the releases set forth in ¶ 4 of this Stipulation.

1.40. “SEC” means the U.S. Securities & Exchange Commission.

1.41. “Settlement” means the settlement between Lead Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

1.42. “Settlement Amount” means \$15,000,000 (Fifteen Million U.S. Dollars) in cash.

1.43. “Settlement Class” means all persons and entities who purchased or otherwise acquired shares of Edgio common stock (including shares of Limelight common stock, before the company changed its name to Edgio) between February 12, 2021 and March 10, 2023, inclusive. Excluded from the Settlement Class are (i) Defendants, (ii) any present or former officers and directors of Edgio during the Class Period (the “Excluded D&Os”), (iii) members of Defendants’ and Excluded D&Os’ Immediate Family, (iv) the Affiliates of any Defendant, (v) any firm, trust, corporation, or other entity in which any Defendant or any other excluded person or entity has or had a majority ownership interest; and (vi) the legal representatives, heirs, successors, and assigns of any such excluded person or entity. For the avoidance of doubt, the foregoing exclusions do not apply where the person or entity that is excluded from the Settlement Class (or the entity in which such person or entity has a majority ownership interest) acts as nominee, trustee, street name holder, fund manager, or in any other fiduciary capacity for persons or entities who otherwise would be entitled to be included in the Settlement Class. Also excluded from the Settlement Class are any persons who, or entities which, exclude themselves by submitting a request for exclusion that is accepted by the Court.

1 **1.44.** “Settlement Class Member” means each Person that is a member of the Settlement
2 Class.

3 **1.45.** “Settlement Fund” means the Settlement Amount plus all interest earned thereon.

4 **1.46.** “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of
5 the Federal Rules of Civil Procedure to consider whether to grant final approval of the Settlement.

6 **1.47.** “Summary Notice” means the Summary Notice of (I) Pendency of Class Action
7 and Proposed Settlement; (II) Settlement Fairness Hearing; and (III) Motion for Attorneys’ Fees
8 and Litigation Expenses, substantially in the form attached as Exhibit 3 to Exhibit A, to be
9 published as set forth in the Preliminary Order.

10 **1.48.** “Taxes” means and includes (i) all federal, state and/or local taxes of any kind
11 (including any interest or penalties thereon) on any income earned by the Settlement Fund; and
12 (ii) the expenses and costs incurred by Co-Lead Counsel in connection with determining the
13 amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation,
14 expenses of tax attorneys and accountants and mailing and distribution costs and expenses or
15 penalties relating to filing (or failing to file) the returns) (“Tax Expenses”).

16 **1.49.** “Unknown Claims” means any and all Released Claims of every nature and
17 description whatsoever that a person granting a release in connection with the Settlement does
18 not know or suspect to exist in his, her, or its favor at the time of the release, including without
19 limitation those which, if known, might have affected his, her, or its decision(s) with respect to
20 Settlement. Upon the Effective Date, Lead Plaintiff and Defendants expressly waive, relinquish,
21 and release, and the Settlement Class Members shall be deemed to have, and by operation of the
22 Final Judgment or Alternate Judgment shall have, to the fullest extent permitted by law, expressly
23 waived, relinquished, and released any and all provisions, rights and benefits conferred by any
24 law of any state or territory of the United States or foreign law, or principle of common law,
25 which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

26 **A general release does not extend to claims that the creditor or**
27 **releasing party does not know or suspect to exist in his or her favor at**
28 **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 Parties acknowledge, and all Settlement Class Members by operation of law shall be deemed to have acknowledged, that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each member of the Settlement Class shall be deemed to have settled and released, and upon the Effective Date and by operation of the Final Judgment or Alternate Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or common into existence in the future, including but not limited to conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and was separately bargained for and was a material element of the settlement.

2. CLASS CERTIFICATION

2.1. Solely for purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Consolidated Action as a class action pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class; (b) certification of Lead Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Co-Lead Counsel as Class Counsel for the Settlement Class pursuant to 23(g) of the Federal Rules of Civil Procedure.

3. PRELIMINARY APPROVAL OF SETTLEMENT

3.1. Promptly upon execution of this Stipulation, Lead Plaintiff will move for, and Defendants shall not oppose or contest, entry of the Preliminary Order substantially in the form attached hereto as Exhibit A, which shall provide for preliminary approval of the Settlement,

1 authorization to provide notice of the Settlement to the Settlement Class, and the scheduling of a
2 hearing for consideration of final approval of the Settlement, which motion shall be unopposed
3 by Defendants. Defendants shall agree to entry of the Preliminary Order, substantially in the form
4 attached as Exhibit A.

5 **4. RELEASE OF CLAIMS**

6 **4.1.** The obligations incurred pursuant to this Stipulation are in consideration of (a) the
7 full and final disposition of the Consolidated Action as against Defendants and (b) the Releases
8 provided for herein.

9 **4.2.** By operation of the Final Judgment, or the Alternate Judgment, if applicable,
10 without further action by anyone, upon the Effective Date, Lead Plaintiff and each and every other
11 Settlement Class Member, on behalf of themselves and each of their respective heirs, executors,
12 trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and
13 attorneys, in their capacities as such, shall be: (i) deemed to have fully, finally, and forever
14 waived, comprised, settled, discharged, dismissed, extinguished, and released each and every one
15 of the Released Plaintiff's Claims against each and every one of the Released Defendant Persons;
16 (ii) forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any
17 and all of the Released Plaintiff's Claims in any action or other proceeding in any court of law or
18 equity, arbitration tribunal, or administrative forum against any and all of the Released Defendant
19 Persons; and (iii) deemed to have covenanted not to sue any Released Defendant Persons on the
20 basis of any Released Plaintiff's Claims or to assist any person in commencing or maintaining
21 any suit relating to any Released Plaintiff's Claim against any Released Defendant Persons. The
22 foregoing release is given regardless of whether Lead Plaintiff or Members of the Settlement
23 Class have: (i) executed and delivered a Proof of Claim and Release; (ii) actually received the
24 Settlement Notice; (iii) participated in the Settlement Fund; (iv) filed an objection to the
25 Settlement, the proposed Plan of Allocation, or any application by Co-Lead Counsel for attorneys'
26 fees and Litigation Expenses; or (v) had their claims approved or allowed.

27 **4.3.** By operation of the Final Judgment or Alternate Judgment, if applicable, without
28 further action by anyone, as of the Effective Date, Defendants, on behalf of themselves and each

of their respective heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be (i) deemed to have fully, finally, and forever waived, compromised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Defendants' claims against each and every one of the Released Plaintiff Persons; and (ii) forever barred from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against any and all of the Released Plaintiff Persons.

4.4. Notwithstanding ¶¶ 4.2-4.3 above, nothing in the Judgment, or the Alternate Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or the Alternate Judgment, if applicable.

5. THE SETTLEMENT CONSIDERATION

5.1. In full and final settlement of the claims asserted in the Consolidated Action against Defendants and in consideration of the Releases specified in ¶ 4 all of which the Parties agree are good and valuable consideration, Defendants agree to cause the Settlement Amount to be paid by their insurance carriers into the Escrow Account within 30 (thirty) calendar days after the later of: (i) the date of entry of the Preliminary Order by the Court; or (ii) the date upon which Co-Lead Counsel provides Defendants' Counsel with wire transfer information in a form reasonably acceptable to Defendants and their insurance carriers, together with an IRS Form W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited. Co-Lead Counsel shall provide Defendants' Counsel with the wire transfer information and Form W-9 as soon as possible after execution of this Stipulation and by no later than two (2) business days before the hearing on preliminary approval (if such a hearing is scheduled), or five (5) business days after filing of the motion for preliminary approval with the Court.

5.2. Except in the event of an untimely payment of the Settlement Amount into the Escrow Account or breach of this Stipulation (see ¶¶ 10.5-10.6), under no circumstances will Defendants or their insurance carriers be required to pay more than the Settlement Amount

pursuant to this Stipulation and the Settlement for any reason whatsoever, including, without limitation, as compensation to any Class Member or in payment of any fees or expenses incurred by any Class Member or Co-Lead Counsel.

5.3. With the sole exception of Defendants' obligation to secure payment of the Settlement Amount into the Escrow Account, provided for in ¶ 5.1, Defendants, Defendants' insurers, and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Co-Lead Counsel, the Claims Administrator, the Escrow Agent, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, Tax Expenses, and/or costs or expenses incurred in connection with the taxation of the Settlement Fund, distributions, or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

5.4. Except as provided in ¶ 10.8, after the Effective Date, Defendants shall have no interest in the Settlement Fund or in the Net Settlement Fund, and no funds will be returned to Defendants.

6. HANDLING AND DISBURSEMENT OF FUNDS BY THE ESCROW AGENT

6.1. No monies will be disbursed from the Settlement Fund until after the Effective Date except:

6.1(a) As provided in ¶ 6.5 below;

6.1(b) As provided in ¶ 8.2 below;

6.1(c) As provided in ¶ 10.8 below, if applicable; and

6.1(d) To pay Taxes and Tax Expenses (as defined in ¶ 7.2 below) on the income earned by the Settlement Fund. Taxes and Tax Expenses shall be timely paid by the Escrow Agent without prior order of the Court.

6.2. The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b)

any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; (e) any Lead Plaintiff Award awarded by the Court pursuant to 15 U.S.C. §78u-4(a)(4); and (f) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶ 9 below.

6.3. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent, at the direction of Co-Lead Counsel, shall invest any funds in the Escrow Account only in eligible investments, meaning obligations or securities issued or guaranteed by the United States Government or any agency or instrumentality thereof, backed by the full faith and credit of the United States, or fully insured by the United States Government or an agency thereof, including any mutual funds or similar funds invested solely in such obligations or securities. The Escrow Agent (unless otherwise instructed by Co-Lead Counsel) shall reinvest the proceeds of these obligations or securities as they mature in similar instruments at their then-current market rates. Interest earned on the money deposited into the Escrow Account shall be part of the Settlement Fund.

6.4. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Released Defendant Person, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants (as defined in the Plan of Allocation), the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

6.5. Notwithstanding the fact that the Effective Date has not yet occurred, Co-Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable.

1 Such costs and expenses shall include, without limitation, the actual costs of printing and mailing
2 the Notice, publishing the Summary Notice, reimbursements to nominee owners for searching
3 and providing the names/addresses of prospective Settlement Class Members to the Claims
4 Administrator for noticing or forwarding the Notice to their beneficial owners, the administrative
5 expenses incurred and fees charged by the Claims Administrator in connection with providing
6 notice and administering the Settlement (including processing the submitted Claims), and the fees,
7 if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms
8 of this Stipulation, all Notice and Administration Costs paid or incurred, including any related
9 fees, shall not be returned or repaid to Defendants, any of the other Released Defendant Persons,
10 or any of the person or entity who or which paid any portion of the Settlement Amount.

11 **7. TAXES**

12 **7.1.** The Parties agree that the Settlement Fund is intended to be a Qualified Settlement
13 Fund within the meaning of Treasury Regulation § 1.468B-1 and that the Claims Administrator,
14 as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-
15 2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax
16 returns as may be necessary or appropriate (including, without limitation, the returns described in
17 Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Co-Lead Counsel shall be
18 responsible for causing payment to be made from the Settlement Fund of any Taxes owed with
19 respect to the Settlement Fund. The Released Defendant Persons shall not have any liability or
20 responsibility for any such Taxes. Upon written request, Defendants will provide to Co-Lead
21 Counsel the statement described in Treasury Regulation § 1.468B-3(e). The Claims
22 Administrator, as administrator of the Settlement Fund within the meaning of Treasury
23 Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to
24 carry out this paragraph, including, as necessary, making a “relation back election,” as described
25 in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into
26 existence at the earliest allowable date, and shall take or cause to be taken all actions as may be
27 necessary or appropriate in connection therewith.

28 **7.2.** All Taxes (including any estimated Taxes, interest or penalties) arising with

1 respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that
2 may be imposed upon Defendants or Defendants’ counsel with respect to any income earned by
3 the Settlement Fund for any period during which the Settlement Fund does not qualify as a
4 “qualified settlement fund” for federal or state income tax purposes, and expenses and costs
5 incurred in connection with the operation and implementation of this ¶ 7.2 (including, without
6 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and
7 expenses or penalties relating to filing (or failing to file) the returns described in this ¶ 7.2), shall
8 be paid out of the Settlement Fund. Defendants, Defendants’ Counsel, and the Released
9 Defendant Persons shall have no liability or responsibility for the Taxes or the Tax Expenses.
10 Taxes and Tax Expenses shall be timely paid out of the Settlement Fund without prior order from
11 the Court. At the direction of Co-Lead Counsel, the Escrow Agent shall be obligated
12 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized
13 Claimants any funds necessary to pay such amounts, including the establishment of adequate
14 reserves for any Taxes and Tax Expenses (as well as any amounts that may be withheld under
15 Treasury Regulation § 1.468B-2(1)(2)). Any tax returns prepared for the Settlement Fund (as
16 well as the election set forth therein) shall be consistent with the previous paragraph and in all
17 events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out
18 of the Settlement Fund as provided herein. Defendants, Defendants’ Counsel, and the Released
19 Defendant Persons shall have no responsibility for, interest in, or any liability whatsoever with
20 respect to the foregoing provided in this ¶ 7.2. The Settling Parties agree to cooperate with each
21 other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the
22 provisions of this ¶ 7.2.

23 **8. CO-LEAD COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF**
24 **EXPENSES**

25 **8.1.** Co-Lead Counsel, on behalf of all counsel to Lead Plaintiff and the Settlement
26 Class, may submit an application (the “Fee and Expense Application”) for attorneys’ fees and
27 reimbursement of Litigation Expenses to be paid to all counsel to Lead Plaintiff and the Settlement
28 Class solely from (and out of) the Settlement Fund. The Fee and Expense Application is not the

1 subject of any agreement between Defendants and Lead Plaintiff other than what is set forth in
2 this Stipulation. The Court's consideration of the Fee and Expense Application shall be
3 independent of its consideration of the fairness, reasonableness, and adequacy of the Settlement,
4 and neither the approval by the Court nor the effectiveness of the Settlement shall depend on the
5 amount of attorneys' fees and/or Litigation Expenses awarded, or whether there is an appeal from
6 such an award.

7 **8.2.** Any attorneys' fees and/or Litigation Expenses that are awarded by the Court shall
8 be paid to Co-Lead Counsel, solely from the Settlement Fund, immediately upon award,
9 notwithstanding the existence of any timely filed objections thereto, or potential for appeal
10 therefrom, or collateral attack on the Settlement or any part thereof, subject to Co-Lead Counsel's
11 obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued
12 interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated
13 pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on
14 remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is
15 reduced or reversed and such order reducing or reversing the award has become Final. Co-Lead
16 Counsel shall make the appropriate refund or repayment in full no later than thirty (30) days after:
17 (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any
18 order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become
19 Final. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this
20 Stipulation and is not a condition of the Settlement embodied herein. In the event that attorneys'
21 fees and/or Litigation Expenses are not awarded by the Court or are awarded in an amount that is
22 unsatisfactory to Co-Lead Counsel, or in the event that such an award is vacated or reduced on
23 appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and the
24 other obligations of the Parties under the Settlement, nevertheless shall remain in full force and
25 effect. Neither Lead Plaintiff nor Co-Lead Counsel may cancel or terminate the Settlement based
26 on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation
27 Expenses.

28 **8.3.** Co-Lead Counsel shall allocate the attorneys' fees awarded among Co-Lead

Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Consolidated Action. Defendants, Defendants' insurance carriers, Defendants' Counsel, and the Released Defendant Persons shall have no responsibility for, and no liability whatsoever with respect to, the allocation or payment of attorney's fees or Litigation Expenses. Any dispute regarding allocation of attorneys' fees or Litigation Expenses amongst Co-Lead Counsel or any other counsel for Lead Plaintiff and the Settlement Class, shall have no effect on the Settlement. The attorneys' fees and Litigation Expenses that are awarded to Co-Lead Counsel and any other counsel to any plaintiff or the Settlement Class shall be payable solely from the Escrow Account.

9. NOTICE AND SETTLEMENT ADMINISTRATION

9.1. As part of the Preliminary Order, Co-Lead Counsel shall appoint, subject to the approval of the Court, a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims to share in the distribution of the Net Settlement Fund, under Co-Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any other Released Defendant Persons, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any other Settlement Class Members, or Co-Lead Counsel in connection with the foregoing. Defendants and Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate the terms of this Stipulation.

9.2. In accordance with the terms of the Preliminary Order to be entered by the Court, Co-Lead Counsel shall cause the Claims Administrator to mail the Notice and Claim Form to those members of the Settlement Class as may be identified through reasonable effort. Defendants shall provide, or cause to be provided, to the Claims Administrator, at no cost to Lead Plaintiff or the Settlement Class, a list from Edgio's transfer agent of shareholders of record of Edgio common stock during the Class Period for the purpose of assisting in providing notice of the

1 Settlement to the Settlement Class. Co-Lead Counsel shall also cause the Claims Administrator
2 to have the Summary Notice published in accordance with the terms of the Preliminary Order to
3 be entered by the Court.

4 **9.3.** As set forth in the Class Action Fairness Act of 2005 (“CAFA”), Defendants shall
5 cause to be served a CAFA notice within ten (10) calendar days of the filing of the motion for
6 preliminary approval of the Settlement and Stipulation. At least seven (7) calendar days before
7 the Final Settlement Hearing, Defendants shall cause to be served on Co-Lead Counsel and filed
8 with the Court a declaration confirming compliance with CAFA § 1715(b). CAFA notice costs
9 are not Notice and Administration Costs, and all costs associated with the CAFA notice shall be
10 paid directly by Defendants or their insurance carriers and not from the Settlement Fund. The
11 Parties agree that any delay by Defendants in timely serving the CAFA notice will not provide
12 grounds for delay of the Settlement Hearing or entry of the judgment.

13 **9.4.** The Claims Administrator shall receive Claims and determine first, whether the
14 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s pro rata share
15 of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared
16 to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation
17 set forth in the Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation
18 as the Court approves).

19 **9.5.** The Plan of Allocation proposed in the Notice is not a necessary term of the
20 Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation
21 that any particular plan of allocation be approved by the Court. The Court’s consideration of the
22 Plan of Allocation will be separate and distinct from the Court’s consideration of the fairness,
23 reasonableness, and adequacy of the Settlement, and the approval of the Plan or any changes to
24 the Plan shall not affect the finality or effectiveness of the Settlement. No Party may cancel or
25 terminate the Settlement (or this Stipulation) based on the Court’s or any appellate court’s ruling
26 with respect to the Plan of Allocation or any other plan of allocation in this Consolidated Action.
27 Defendants and the other Released Defendant Persons shall not object in any way to the Plan of
28 Allocation or any other plan of allocation in this Consolidated Action. No Defendant, nor any

1 other Released Defendant Person, shall have any involvement with or liability, obligation, or
2 responsibility whatsoever for the application of the Court-approved plan of allocation.

3 **9.6.** Any Settlement Class Member that does not submit a valid Claim will not be
4 entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by
5 all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or, the
6 Alternate Judgment, if applicable, to be entered in the Consolidated Action and the Releases
7 provided for herein and therein, and will be permanently barred and enjoined from bringing any
8 action, claim, or other proceeding of any kind against the Released Defendant Persons with
9 respect to the Released Plaintiff's Claims in the event that the Effective Date occurs with respect
10 to the Settlement.

11 **9.7.** Co-Lead Counsel shall be responsible for supervising the Claims Administrator's
12 administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court
13 approval. No Defendant, or any other Released Defendant Person, shall be permitted to review,
14 contest, or object to any Claim, or any decision of the Claims Administrator or Co-Lead Counsel
15 with respect to accepting or rejecting any Claim for payment. Co-Lead Counsel shall have the
16 right, but not the obligation, to waive what it deems to be formal or technical defects in any Claims
17 submitted in the interests of achieving substantial justice.

18 **9.8.** For purposes of determining the extent, if any, to which a Settlement Class
19 Member shall be entitled to be treated as an Authorized Claimant eligible for payment from the
20 Net Settlement Fund, the following conditions shall apply:

21 **9.8(a)** Each Claimant seeking payment from the Net Settlement Fund shall be
22 required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 2
23 to Exhibit A, or in electronic form, in accordance with the instructions for the submission of such
24 Claims, and supported by such documents as are designated therein, including proof of the
25 Claimant's loss, or such other documents or proof as the Claims Administrator or Co-Lead
26 Counsel, in their discretion, may deem acceptable;

27 **9.8(b)** All claims must be submitted by the date set by the Court in the
28 Preliminary Order and specified in the Notice. Any Settlement Class Member who fails to submit

1 a Claim by such date shall, except as may be permitted by the Court, be forever barred from
2 receiving any distribution from the Net Settlement Fund, but shall in all other respects be bound
3 by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or,
4 Alternate Judgment, if applicable, and the Releases provided for herein and therein, and will be
5 permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind
6 against any Released Defendant Person with respect to any Released Plaintiff's Claim. Provided
7 that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted
8 when postmarked, if received with a postmark indicated on the envelope and if mailed by first-
9 class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim
10 Form shall be deemed to have been submitted on the date when actually received by the Claims
11 Administrator;

12 **9.8(c)** Each Claim shall be submitted to and reviewed by the Claims
13 Administrator who shall determine in accordance with this Stipulation and the plan of allocation
14 the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant
15 to ¶ 9.8(e) below as necessary;

16 **9.8(d)** Subject to ¶ 9.7 or order of the Court, Claims that do not meet the
17 submission requirements shall be rejected. Prior to rejecting a Claim in whole or in part, the
18 Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the
19 chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator
20 shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims
21 Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall
22 indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review
23 by the Court if the Claimant so desires and complies with the requirements of ¶ 9.8(e) below; and

24 **9.8(e)** If any Claimant whose Claim has been rejected in whole or in part
25 desires to contest such rejection, the Claimant must, within twenty (20) days after the date of
26 mailing of the notice required in subparagraph (d) above or a lesser time period if the Claim was
27 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the
28 Claimant's grounds for contesting the rejection along with any supporting documentation, and

1 requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise
2 resolved, Co-Lead Counsel shall thereafter present the request for review to the Court.

3 **9.9.** Each Claimant shall be deemed to have submitted to the jurisdiction of the Court
4 with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery
5 under the Federal Rules of Civil Procedure, provided, however, that such investigation and
6 discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity
7 and amount of the Claimant's Claim. No discovery shall be allowed from Defendants or any
8 Defendant Released Person on the merits of this Consolidated Action or of the Settlement in
9 connection with the processing of Claims.

10 **9.10.** Co-Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a
11 Class Distribution Order: (a) approving the Claims Administrator's administrative determinations
12 concerning the acceptance and rejection of the Claims submitted; and (b) if the Effective Date has
13 occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow
14 Account.

15 **9.11.** Payment pursuant to the Class Distribution Order shall be final and conclusive
16 against all Claimants as to payment from the Net Settlement Fund. All Settlement Class Members
17 whose Claims are not approved by the Court for payment shall be barred from participating in
18 distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of
19 this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment,
20 if applicable, to be entered in this Consolidated Action and the Releases provided for herein and
21 therein, and will be permanently barred and enjoined from bringing any action against any and
22 all Released Defendant Persons with respect to any and all of the Released Plaintiff's Claims.

23 **9.12.** If any balance remains in the Net Settlement Fund six (6) months after the date of
24 the initial distribution of the Net Settlement Fund (by reason of tax refunds, uncashed checks or
25 otherwise), Co-Lead Counsel shall request the Claims Administrator, if economically feasible and
26
27
28

1 reasonable, to reallocate such balance among those Authorized Claimants who have cashed their
2 checks in an equitable fashion, after payment of any unpaid costs or fees incurred in administering
3 the Net Settlement Fund for such redistribution. If any balance shall still remain in the Net
4 Settlement Fund six (6) months after such re-distribution, and Co-Lead Counsel determine that
5 no further distribution to Authorized Claimants is economically feasible and reasonable, then such
6 balance shall be contributed to the Arizona Foundation for Legal Services & Education, a non-
7 profit Section 501(c)(3) organization devoted to investor education.
8

9 **9.13.** No person or entity shall have any claim against any Lead Plaintiff, Co-Lead
10 Counsel, the Claims Administrator, any other agent or representative as may be designated by
11 Co-Lead Counsel, or against any Released Defendant Persons, and/or Defendants' Counsel,
12 arising from distributions made substantially in accordance with the Stipulation, the plan of
13 allocation approved by the Court, or any order of the Court. Lead Plaintiff and Defendants, and
14 their respective counsel, and all other Released Persons, shall have no liability whatsoever for the
15 investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of
16 allocation, or the determination, administration, calculation, or payment of any claim or
17 nonperformance of the Claims Administrator, the payment or withholding of Taxes (including
18 interest and penalties) owed by the Settlement Fund, or any losses incurred in connection
19 therewith.
20
21

22 **9.14.** All proceedings with respect to the administration, processing, and determination
23 of Claims and the determination of all controversies relating thereto, including disputed questions
24 of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the
25 Court. All Settlement Class Members, other Claimants, and Parties to this Settlement expressly
26 waive trial by jury (to the extent any such right may exist) and any right of appeal or review with
27 respect to such determinations.
28

10. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION, EFFECTIVE DATE

10.1. If the Settlement contemplated by this Stipulation is approved by the Court, Co-Lead Counsel and Defendants' Counsel shall jointly and promptly request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

10.2. Upon entry of the Judgment, the Consolidated Action shall be dismissed in its entirety and with prejudice, with Lead Plaintiff and Defendants bearing his, or their, own fees, costs, and expenses, except as expressly provided in this Stipulation or otherwise agreed.

10.3. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all the following events:

10.3(a) The Court has entered the Preliminary Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 3.1 above;

10.3(b) The Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 5.1 above;

10.3(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

10.3(d) Lead Plaintiff has not exercised his option to terminate the Settlement pursuant to the provisions of this Stipulation; and

10.3(e) The Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final, or the Court has entered an Alternate Judgment and none of the Parties have sought to terminate the Settlement and the Alternate Judgment has become Final.

10.4. Upon occurrence of all the events referenced in ¶ 10.3 above, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, and the Releases herein shall be effective.

10.5. Lead Plaintiff, on behalf of the Settlement Class, and Defendants shall each have the right to terminate the Settlement and this Stipulation by providing written notice of his or its

election to do so (“Termination Notice”) to all other Settling Parties within fourteen (14) business days of: (a) the date of entry of a Court order declining to enter the Preliminary Order in any material respect; (b) the date of entry of a Court order refusing to approve this Settlement in any material respect (except with respect to any decision by the Court concerning attorneys’ fees and/or Litigation Expenses or the Plan of Allocation); (c) the date of entry of a Court order declining to enter the Final Judgment, or Alternate Judgment, in any material respect as to the Settlement or to dismiss the Consolidated Action with prejudice; or (d) the date of entry of an order upon which the Final Judgment or Alternate Judgment is modified or reversed in any material respect by the Court, the Court of Appeals, or the United States Supreme Court. Upon a termination of the Settlement under this paragraph, the provisions of ¶ 10.8 below shall apply. However, any decision or proceeding, whether in this Court or any appellate court, concerning attorneys’ fees and/or Litigation Expenses or the Plan of Allocation shall not be considered material to the Settlement, shall not affect the finality of the Judgment (or Alternate Judgment), and shall not be grounds for termination of the Settlement.

10.6. In addition to the grounds set forth in ¶ 10.5 above, Lead Plaintiff, on behalf of the Settlement Class, shall also have the right, among other remedies (including but not limited to the right to sue for specific enforcement), to terminate the Settlement and Stipulation in the event that the Settlement Amount has not been paid in the time period provided for in ¶ 5.1 above, by providing written notice of its election to terminate to Defendants’ Counsel (a “Failure to Fund Termination Notice”); *provided* that Defendants or their insurance carriers shall have five (5) business days, following receipt of a Failure to Fund Termination Notice, to pay the Settlement Amount in full, together with interest thereon at the rate provided in 28 U.S.C. §1961(a) from the date such payment was originally due. Upon a termination of the Settlement under this paragraph, the provisions of ¶ 10.8 below shall apply.

10.7. If, prior to the Settlement Hearing, Persons who otherwise would be members of the Settlement Class have timely and validly requested exclusion from the Settlement Class in accordance with the Notice, such that the combined amount of shares of Edgio common stock represented by such exclusion requests equals or exceeds the amount specified in a separate

Supplemental Agreement Regarding Requests for Exclusion (“Supplemental Agreement”) executed between Lead Plaintiff and Defendants, then Defendants shall have the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement is confidential and will not be submitted to the Court unless and until a dispute between Lead Plaintiff and Defendants concerning its interpretation or application arises, or unless the Parties are ordered by the Court to do so, in which cases the Supplemental Agreement may be submitted to the Court (with the Parties requesting to file the Supplemental Agreement under seal and that the Court review the matter *in camera*), and with such submission being carried out to preserve the confidentiality of the terms of the Supplemental Agreement to the fullest extent possible in accordance with the practices of the Court.

10.8. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiff exercises his right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

10.8(a) The Settlement and the relevant portions of this Stipulation (including the Releases given pursuant to the terms of this Stipulation) shall be canceled and terminated.

10.8(b) Lead Plaintiff and Defendants shall revert to their respective positions in the Consolidated Action immediately prior to December 9, 2025 (*i.e.*, the date upon which the Parties agreed to the Mediator’s proposal and reached an agreement in principle to settle the Consolidated Action) and shall promptly confer on a new scheduling stipulation to govern further proceedings in the Consolidated Action.

10.8(c) The terms and provisions of this Stipulation, with the exception of this ¶ 10.8 and ¶¶ 6.5, 8.2, 11.1, and 12.20, shall have no further force and effect with respect to the Parties and shall not be admissible in the Consolidated Action or in any other proceeding before any court or tribunal for any purpose, and any Judgment (or Alternate Judgment) or orders entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*, including the factual statements contained in the WHEREAS clauses of this Stipulation.

10.8(d) Within five (5) business days after joint written notification of

1 termination is sent by Defendants' Counsel and Co-Lead Counsel to the Escrow Agent, the
 2 Settlement Fund (including accrued interest thereon, and any monies required to be refunded by
 3 Co-Lead Counsel consistent with ¶ 8.2 above), less any Notice and Administration Costs actually
 4 incurred, paid or payable, and less any Taxes and Tax Expenses paid, due or owing shall be
 5 refunded by the Escrow Agent to Defendants (or to such other persons or entities as Defendants
 6 may direct). In the event that the funds paid to Co-Lead Counsel consistent with ¶ 8.2 above have
 7 not been refunded to the Settlement Fund within the five (5) business days specified in this
 8 paragraph, those funds shall be refunded by the Escrow Agent to Defendants (or such other
 9 persons or entities as Defendants may direct) immediately upon their deposit into the Escrow
 10 Account consistent with ¶ 8.2 above. The Escrow Agent or its designee shall apply for any tax
 11 refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or
 12 expenses incurred in connection with such application(s) for refund. Payments pursuant to this
 13 paragraph shall be pursuant to written instructions from Defendants' Counsel.

14 **11. NO ADMISSION OF WRONGDOING**

15 **11.1.** Neither this Stipulation (whether or not consummated, and including the exhibits
 16 hereto and the Plan of Allocation or any other plan of allocation that may be approved by the
 17 Court), nor the negotiations leading to the execution of this Stipulation, nor any proceedings taken
 18 pursuant to or in connection with this Stipulation, or the approval of the Settlement (including
 19 any arguments proffered in connection therewith) shall be:

20 **11.1(a)** offered against any of the Released Defendant Persons as evidence of, or
 21 construed as, or deemed to be evidence of any presumption, concession, or admission by any of
 22 the Released Defendant Persons with respect to the truth of any fact alleged by Lead Plaintiff or
 23 the validity of any claim that was or could have been asserted or the deficiency of any defense
 24 that has been or could have been asserted in this Consolidated Action or in any other litigation,
 25 or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released
 26 Defendant Persons or in any way referred to for any other reason as against any of the Released
 27 Defendant Persons, in any arbitration proceeding or other civil, criminal, or administrative action
 28 or proceeding, other than such proceedings as may be necessary to effectuate the provisions of

1 this Stipulation;

2 **11.1(b)** offered against any of the Released Plaintiff Persons, as evidence of, or
 3 construed as, or deemed to be evidence of any presumption, concession, or admission by any of
 4 the Released Plaintiff Persons that any of their claims are without merit, that any of the Released
 5 Defendant Persons had meritorious defenses, or that damages recoverable under the Complaint
 6 would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault,
 7 or wrongdoing of any kind, or in any way referred to for any other reason as against any of the
 8 Released Plaintiff Persons, in any arbitration proceeding or other civil, criminal, or administrative
 9 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions
 10 of this Stipulation; or

11 **11.1(c)** construed against any of the Released Persons as an admission,
 12 concession, or presumption that the consideration to be given hereunder represents the amount
 13 which could be or would have been recovered after trial; *provided, however*, that if this Stipulation
 14 is approved by the Court, the Parties and the Released Persons and their respective counsel may
 15 refer to it to effectuate the protections from liability granted hereunder or to otherwise to enforce
 16 the terms of the Settlement; and *provided, further*, notwithstanding the foregoing, any of the
 17 Released Persons may file the Stipulation or any judgment or order of the Court related hereto in
 18 any other action that has been or may be brought against them, in order to support any and all
 19 defenses or counterclaims based on *res judicata*, collateral estoppel, good-faith settlement,
 20 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar
 21 defense or counterclaim.

22 **12. MISCELLANEOUS PROVISIONS**

23 **12.1.** All of the exhibits attached hereto (“Exhibits”) are hereby incorporated by
 24 reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there
 25 exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit
 26 attached hereto, the terms of the Stipulation shall prevail.

27 **12.2.** Each of the Defendants warrants and represents that, as of the time this Stipulation
 28 is executed and as of the time the Settlement Amount is actually transferred or made as reflected

1 in this Stipulation, he is not “insolvent” within the meaning of 11 U.S.C. §101(32).

2 **12.3.** In the event of the entry of a final order of a court of competent jurisdiction
3 determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf
4 of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and
5 any portion thereof is required to be returned, and such amount is not promptly deposited into the
6 Settlement Fund by others, then, at the election of Lead Plaintiff, Lead Plaintiff and Defendants
7 shall jointly move the Court to vacate and set aside the Releases given and the Judgment (or
8 Alternate Judgment, if applicable) entered in favor of Defendants and the other Released
9 Defendant Persons pursuant to this Stipulation, in which event the Releases and Judgment shall
10 be null and void, and the Parties shall be restored to their respective positions in the litigation as
11 provided in ¶ 10.8 above and any cash amounts in the Settlement Fund (less any Taxes paid, due
12 or owing with respect to the Settlement Fund and less any Notice and Administration Costs
13 actually incurred, paid or payable) shall be returned as provided in ¶ 10.8. Defendants shall make
14 good faith and reasonable efforts to oppose any efforts, brought by any person or entity in any
15 court of competent jurisdiction, to prevent, delay, void or otherwise set aside the transfer of money
16 to the Settlement Fund by or on behalf of Defendants, whether on the grounds of preference,
17 voidable transfer, fraudulent transfer or other similar ground.

18 **12.4.** The Parties agree that each side conducted itself throughout this litigation in accord
19 with Rule 11 of the Federal Rules of Civil Procedure, and no Party shall assert any claims of any
20 violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution,
21 defense, or settlement of this Action. The Parties agree that the Settlement Amount and the other
22 terms of the Settlement were negotiated at arm’s length and in good faith by the Parties, under
23 the auspices of the Mediator, and were reached voluntarily after extensive negotiations and
24 consultation with experienced legal counsel, who were fully competent to assess the strengths and
25 weaknesses of their respective clients’ claims or defenses.

26 **12.5.** The terms of the Settlement, as reflected in this Stipulation, may not be modified
27 or amended, nor may any of its provisions be waived, except by a writing signed by counsel for
28 each Party (or their respective successors in interest), on behalf of each such party.

1 **12.6.** The section and paragraph headings herein are used for the purpose of convenience
2 only and are not meant to have legal effect.

3 **12.7.** The Court shall retain jurisdiction with respect to the implementation and
4 enforcement of the terms of this Stipulation, and all Parties hereto submit to the jurisdiction of
5 the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.
6 Any action arising under or to enforce this Stipulation or any part thereof shall be commenced
7 and maintained only in the Court.

8 **12.8.** Any failure by any Party to insist upon the strict performance by any other Party
9 of any of the provisions of the Stipulation shall not be deemed a waiver of any of the provisions
10 hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon
11 the strict performance of any and all of the provisions of this Stipulation to be performed by the
12 other Parties to this Stipulation.

13 **12.9.** The waiver, express or implied, by any Party of any breach or default by any other
14 Party in the performance by such Party of its obligations under the Stipulation shall not be deemed
15 or construed to be a waiver of any other prior, subsequent, or contemporaneous breach of this
16 Stipulation.

17 **12.10.** This Stipulation and its exhibits constitute the entire agreement between the Parties
18 concerning the Settlement and supersedes any prior agreements. All Parties acknowledge that no
19 other agreements, representations, warranties or inducements have been made to or relied upon
20 by any Party hereto concerning this Stipulation, other than the representations, warranties and
21 covenants expressly set forth herein. All Parties further agree that they are not relying on any
22 representations, warranties, or covenants that are not expressly contained and memorialized in the
23 Stipulation or its exhibits.

24 **12.11.** This Stipulation may be executed in any number of counterparts by any of the
25 signatories hereto and the transmission by email of an original signature page electronically
26 (including by facsimile or portable document format) shall constitute valid execution of the
27 Stipulation as if that signatory had provided an original signature. Copies of this Stipulation
28 executed in counterpart shall constitute one agreement.

1 **12.12.** This Stipulation is, and shall be, binding upon, and shall inure to the benefit of, the
2 Parties and their respective successors and assigns, including any and all Released Persons. Edgio
3 and any other Released Defendant Person who signed any SEC filings on Edgio's behalf during
4 the Class Period are acknowledged and agreed to be third party beneficiaries of this Settlement
5 and Stipulation and have the same rights to enforce this Settlement and Stipulation as the
6 signatories hereto. All Released Defendant Persons and Released Plaintiff Persons shall have the
7 right to seek enforcement of releases in their favor provided for under this Stipulation to the full
8 extent permitted under applicable law.

9 **12.13.** This Stipulation, the Settlement, and any and all disputes arising out of or relating
10 in any way to this Stipulation, whether in contract, tort or otherwise, shall be governed by and
11 construed in accordance with the laws of the State of Arizona without regard to conflict of laws
12 principles, except to the extent federal law requires that federal law govern.

13 **12.14.** The Stipulation shall not be construed more strictly against one Party than another
14 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one
15 of the Parties, it being recognized that it is the result of arm's-length negotiations between the
16 Parties, and all Parties have contributed substantially and materially to the preparation of this
17 Stipulation.

18 **12.15.** Each of the attorneys executing this Stipulation on behalf of any Party hereto
19 hereby warrants and represents that he or she has been duly empowered and authorized to do so
20 by the Party he or she represents.

21 **12.16.** The Settling Parties shall (a) take all actions reasonably necessary to consummate
22 this Settlement and Stipulation; and (b) agree to cooperate with each other to the extent reasonably
23 necessary to effectuate and implement all terms and conditions of the Settlement and Stipulation.
24 If, before the Court's approval of the Settlement becomes Final, any action was or is filed, re-
25 filed, or otherwise prosecuted in any court asserting any Released Plaintiff's Claims against any
26 of the Released Defendant Persons, Lead Plaintiff agrees to cooperate and use his best efforts to
27 assist Defendants in taking any and all necessary actions to prevent, stay, or seek dismissal of
28 such action, and to oppose entry of any interim or final relief in any other litigation against any

of the Parties that challenges the Settlement or otherwise involves a Released Plaintiff's Claim.

12.17. The Parties and their counsel represent that neither they, nor any persons under their control, will encourage or otherwise influence any Class Members to opt out of the Settlement Class or to object to the Settlement or the request for an award of attorneys' fees or Litigation Expenses.

12.18. Lead Plaintiff and Co-Lead Counsel represent and warrant that none of Lead Plaintiff's or Settlement Class's claims or causes of action against one or more Defendants in the Consolidated Action, or referred to in this Stipulation, or that could have been alleged against one or more Defendants in the Consolidated Action, have been assigned, encumbered or in any manner transferred in whole or in part.

12.19. Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, except as the Parties may otherwise agree in writing or the Court may direct, the Parties and their counsel shall use reasonable efforts to keep all negotiations and settlement discussions (including any drafts of this Stipulation or the exhibits thereto) relating to the Settlement or the Stipulation confidential; *provided, however*, that this provision has no impact on Lead Plaintiff's rights to reference the mediation proceedings in general terms and/or the Mediator, including as referenced in ¶¶ 11-14 above, in any motions or other filings made with the Court that pertain to the Settlement.

12.20. All agreements made and orders entered during the course of the Consolidated Action relating to the confidentiality of information, including the Protective Order entered by the Court on November 17, 2025 (Doc. 75), shall survive this Settlement and shall remain in full force and effect.

12.21. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission. Notice shall be provided as follows:

If to Lead Plaintiff or Co-Lead Counsel:

William C. Fredericks
Thomas L. Laughlin, IV

Karolina Klyuchnikova
Scott+Scott Attorneys at Law LLP
230 Park Avenue, 24th Floor
New York, NY 10169
Telephone: 212-233-6444
Email: wfredericks@scott-scott.com
Email: tlaughlin@scott-scott.com
Email: kklyuchnikova@scott-scott.com

If to Defendants or Defendants' Counsel:

Scott B. Luftglass
Michael P. Sternheim
Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza
New York, NY 10004
Telephone: 212-859-8000
Email: Scott.Luftglass@friedfrank.com
Email: Michael.Sternheim@friedfrank.com

12.22. Nothing in the Stipulation, or the negotiations relating thereto, is intended, or shall be deemed, to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, common interest, or work product protection.

12.23. This Stipulation shall be binding when signed on behalf of each Party, but the Settlement shall become Effective under the terms set forth in ¶ 10.3.

12.24. Except as otherwise provided herein, each Party shall bear its own costs.

12.25. Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions in this Stipulation without further order of the Court.

12.26. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

[signatures on the following page]

STIPULATION & AGREEMENT OF SETTLEMENT

CASE NO. No. 2:23-cv-00691-PHX-DJH

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed by their duly authorized counsel, as of this 11th day of February, 2026.

SCOTT+SCOTT ATTORNEYS AT LAW LLP

By:

William C. Fredericks (*pro hac vice*)
Thomas L. Laughlin, IV (*pro hac vice*)
Karolina Klyuchnikova (*pro hac vice*)
The Helmsley Building
230 Park Avenue, 24th Floor
New York, NY 10169

SCOTT+SCOTT ATTORNEYS AT LAW LLP

Cornelia Gordon (*pro hac vice*)
600 West Broadway, Suite 3300
San Diego, CA 92101

THE SCHALL LAW FIRM

Brian J. Schall
 Brian R. England (AZ Bar No. 024888)
 2049 Century Park East, Suite 2460
 Los Angeles, CA 90067

On behalf of the Lead Plaintiff, Peter Frouws

FRIED, FRANK, HARRIS,
SHRIVER & JACOBSON LLP

By:

Scott B. Luftglass (*pro hac vice*)
Michael P. Sternheim (*pro hac vice*)
One New York Plaza
New York, NY 10004

OSBORN MALEDON, P.A.

David B. Rosenbaum
Joseph N. Roth
2929 N. Central Avenue, Suite 2000
Phoenix, AZ 85012-2793

*On behalf of the Defendants, Robert Lyons,
Daniel Boncel, and Stephen Cumming*

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF ARIZONA**

10 PETER FROUWS, individually and on) No. 2:23-cv-00691-PHX-DJH
11 behalf of all others similarly situated, et al.,)
12 Plaintiff,) Hon. Diane J. Humetewa
13 v.)
14)
15 ROBERT LYONS; DANIEL BONCEL;)
16 AND STEPHEN CUMMING,)
17 Defendants.)
18)

19 **EXHIBIT A**

20 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**
21 **OF CLASS ACTION SETTLEMENT AND PROVIDING FOR NOTICE**
22
23
24
25
26
27
28

1 WHEREAS, on February 11, 2026, the Parties to the above-captioned action (the
2 “Action”) entered into a Stipulation and Agreement of Settlement (“Stipulation” or
3 “Settlement”), which is subject to review by this Court and which, together with the
4 exhibits thereto, sets forth the terms and conditions for the Settlement and dismissal with
5 prejudice of the claims alleged in the Action;¹

6 WHEREAS, Plaintiff has made a motion, pursuant to Rule 23(e)(1) of the Federal
7 Rules of Civil Procedure, for an order preliminarily approving the Settlement in
8 accordance with the Stipulation and authorizing the dissemination of the notice of the
9 Settlement to the Settlement Class (the “Preliminary Approval Motion”);

10 WHEREAS, the Court has read and considered: (a) the Preliminary Approval
11 Motion, along with the papers filed and arguments made in connection with such motion;
12 and (b) the Stipulation and the exhibits attached thereto;

13 WHEREAS, unless otherwise defined in this Order, the capitalized terms herein
14 shall have the same meanings as they have in the Stipulation; and

15 WHEREAS, Defendants state that they do not oppose the entry of this Order;

16 NOW, THEREFORE, IT IS HEREBY ORDERED, this ____ day of
17 _____, 2026, that:

18 1. The Court preliminarily finds that:

19 (a) The Settlement resulted from informed, extensive arm’s-length
20 negotiations, including a mediation among Lead Plaintiff and Defendants under the
21 direction of an experienced mediator, David Murphy, Esq. of Phillips Alternative Dispute
22 Resolution LLC (the “Mediator”);

23 _____
24 ¹ As used herein, the term “Parties” means (i) plaintiff Peter Frouws (“Lead
25 Plaintiff”), and (ii) defendants Robert A. Lyons, Daniel R. Boncel, and Stephen Cumming
26 (collectively, “Defendants”). Furthermore, the company previously known as Limelight
27 Networks, Inc. (“Limelight”) changed its name to Edgio, Inc. (“Edgio”) on June 16, 2022.
28 Accordingly, the term “Edgio” or “the Company,” as used in this Order, refers to
Limelight when used in reference to events before June 16, 2022 and refers to Edgio when
used in reference to events on or after June 16, 2022. Similarly, the term “Edgio common
stock,” as used in this Order, refers to shares of the common stock of Limelight
(ticker: LLNW) when referring to events before June 16, 2022 and refers to shares of the
common stock of Edgio (ticker: EGIO) when referring to events on or after June 16, 2022.

1 (b) The Settlement is sufficiently fair, reasonable, and adequate to warrant
2 providing notice of the Settlement to the Settlement Class, subject to further consideration
3 at the Settlement Hearing to be conducted as described below;

4 (c) Pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil
5 Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily
6 certified as a class action on behalf of a Class (the “Settlement Class”) consisting of all
7 persons and entities who purchased or otherwise acquired shares of Edgio common stock
8 (including shares of Limelight common stock, before the company changed its name to
9 Edgio) between February 12, 2021 and March 10, 2023, inclusive. Excluded from the
10 Settlement Class are (i) Defendants, (ii) any present or former officers and directors of Edgio
11 during the Class Period (the “Excluded D&Os”), (iii) members of Defendants’ and
12 Excluded D&Os’ Immediate Family, (iv) the Affiliates of any Defendant, (v) any firm, trust,
13 corporation, or other entity in which any Defendant or any other excluded person or entity
14 has or had a majority ownership interest; and (vi) the legal representatives, heirs, successors,
15 and assigns of any such excluded person or entity. For the avoidance of doubt, the foregoing
16 exclusions do not apply where the person or entity that is excluded from the Settlement
17 Class (or the entity in which such person or entity has a majority ownership interest) acts as
18 nominee, trustee, street name holder, fund manager, or in any other fiduciary capacity for
19 persons or entities who otherwise would be entitled to be included in the Settlement Class.
20 Also excluded from the Settlement Class are any persons who, or entities which, exclude
21 themselves by submitting a request for exclusion that is accepted by the Court;

22 (d) Preliminarily and for purposes of this Settlement only, the
23 prerequisites for class certification under Fed. R. Civ. P. 23(a) have been satisfied in that:
24 (a) the number of Settlement Class Members is so numerous that joinder of all members of
25 the Settlement Class is impracticable; (b) there are questions of law and fact common to the
26 Settlement Class; (c) the claims of the Lead Plaintiff are typical of the claims of the
27 Settlement Class it seeks to represent; (d) Lead Plaintiff and Co-Lead Counsel have and will
28 continue to fairly and adequately protect the interests of the Settlement Class. In addition,

the Court finds, preliminarily and for purposes of this Settlement only, that this Action satisfies the requirements for class certification under Fed. R. Civ. P. Rule 23(b)(3) in that common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy among the Parties; and

(e) Pursuant to Fed. R. Civ. P. 23(c)(1) and 23(g), preliminarily and for purposes of the Settlement only, Lead Plaintiff is certified as the class representative of the Settlement Class and the law firms of Scott+Scott Attorneys at Law LLP and The Schall Law Firm are appointed as class counsel for the Settlement Class.

2. A Settlement Hearing is hereby scheduled to be held before the Court at Sandra Day O'Connor U.S. Courthouse, Suite 624, 401 W. Washington St., SPC 81, Phoenix, AZ 85003-2161, on _____, 2026, at ____:____.m. Mountain Time, for the following purposes:

(a) to determine finally whether the requirements for class action treatment under Fed. R. Civ. P. 23 are satisfied;

(b) to determine whether the proposed Settlement is fair, reasonable, and adequate and should be finally approved by the Court;

(c) to determine whether the Judgment, as provided under the Stipulation and in the form attached as Exhibit B to the Stipulation, should be entered dismissing the Action with prejudice against Defendants and extinguishing and releasing the Released Claims;

(d) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund should be approved by the Court as fair, reasonable, and adequate;

(e) to consider Co-Lead Counsel's Fee and Expense Application;

(f) to consider Lead Plaintiff's request for a service award pursuant to 15 U.S.C. §78u-4(a)(4) for his efforts in prosecuting the Action on behalf of the Settlement Class;

- 1 (g) to consider any objections or opt-outs that the Court may receive; and
2 (h) to rule upon such other matters as the Court may deem appropriate.

3 Notice of the Settlement and the Settlement Hearing shall be given to Settlement Class
4 Members as set forth in Paragraph 6 of this Order.

5 3. The Court may adjourn the Settlement Hearing and modify any other dates
6 set forth herein without further notice to the Settlement Class and may approve the
7 proposed Settlement with such modifications as the Parties may agree to, if appropriate,
8 without further notice to the Settlement Class. The Court may enter the Judgment
9 approving the Stipulation regardless of whether it has approved the Plan of Allocation,
10 Co-Lead Counsel's Fee and Expense Application, and Lead Plaintiff's request for a
11 service award for his representation of the Settlement Class. The Court retains jurisdiction
12 to consider all further applications arising out of or connected with the proposed
13 Settlement. The Court may decide to hold the Settlement Hearing by telephone or video
14 conference without further notice to the Settlement Class. Any Settlement Class Member
15 (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult
16 the Court's docket and/or the settlement website for any change in date, time, or format
17 of the hearing.

18 4. The Court approves the appointment of A.B. Data Ltd. as the Claims
19 Administrator to supervise and administer the Notice procedure in connection with the
20 proposed Settlement, as well as the processing of Proofs of Claim as more fully set forth
21 below. The Court approves the appointment of Huntington National Bank as the Escrow
22 Agent, which shall have the duties and responsibilities outlined in the Stipulation.

23 5. The Court approves the form, substance, and requirements of (x) the Notice
24 of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and
25 (III) Motion for Attorneys' Fees and Litigation Expenses ("Notice"), the Proof of Claim
26 and Release ("Proof of Claim"); and (y) the Summary Notice of (I) Pendency of Class
27 Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys'

28

1 Fees and Litigation Expenses (“Notice”), substantially in the form attached to the
2 Stipulation as Exhibits A-1, A-2, and A-3, respectively.

3 6. Notice of the Settlement and the Settlement Hearing shall be provided to the
4 Settlement Class by the Claims Administrator as follows:

5 (a) within fourteen (14) calendar days of this Order, Defendants shall
6 request that Edgio’s transfer agent provide, or cause to be provided, to the Claims
7 Administrator, at no cost to Lead Plaintiff or the Settlement Class, an electronic list
8 consisting of names and mailing addresses of shareholders of record of Edgio common stock
9 during the Class Period for the purpose of assisting in providing notice of the Settlement to
10 the Settlement Class;

11 (b) within twenty-one (21) calendar days of this Order (the “Notice
12 Date”), the Claims Administrator shall cause copies of the Notice and Proof of Claim to be
13 mailed by first-class mail, postage prepaid, to all potential Settlement Class Members who
14 can be identified with reasonable effort;

15 (c) on the Notice Date, the Claims Administrator shall cause copies of the
16 Notice and the Claim Form to be posted on a website to be developed for the Settlement,
17 from which copies of the Notice and Claim Form can be downloaded;

18 (d) within ten (10) calendar days after the Notice Date, the Claims
19 Administrator shall cause the Summary Notice to be published once over *PR Newswire* (a
20 national newswire service); and

21 (e) not later than seven (7) calendar days prior to the Settlement Hearing,
22 Lead Counsel shall serve on Defendants’ Counsel and file with the Court proof, by affidavit
23 or declaration, of such mailing and publication.

24 7. The Court finds that the manner of providing notice to the Settlement Class
25 of the Settlement and its terms and conditions, as set forth in Paragraph 6 of this Order,
26 meets the requirements of Fed. R. Civ. P. 23, due process, and all other applicable laws;
27 constitutes the best notice practicable under the circumstances; constitutes due and
28 sufficient notice to all persons and entities entitled thereto; and is reasonably calculated

1 under the circumstances to describe the terms and effect of the Settlement and to apprise
2 the Settlement Class Members of their right to object to the proposed Settlement and to
3 exclude themselves from the Settlement Class. No Settlement Class Member will be
4 relieved from the terms and conditions of the Settlement, including the releases provided
5 pursuant thereto, based upon the contention or proof that such Settlement Class Member
6 failed to receive actual or adequate notice.

7 8. The Claims Administrator shall use reasonable efforts to give notice to
8 nominee purchasers, such as brokerage firms and other Persons, who purchased or
9 otherwise acquired shares of Edgio during the Class Period as record owners, but not as
10 beneficial owners. Such nominee purchasers are directed, within fourteen (14) calendar
11 days of their receipt of the Notice, to either forward copies of the Notice and Proof of
12 Claim to their beneficial owners or to provide the Claims Administrator with lists of the
13 names and addresses of the beneficial owners, and the Claims Administrator is ordered to
14 send the Notice and Proof of Claim promptly to such identified beneficial owners.
15 Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial
16 owners shall send a statement to the Claims Administrator confirming that the mailing
17 was made as directed. Additional copies of the Notice shall be made available to any
18 record holder requesting such for the purpose of distribution to beneficial owners, and
19 such record holders shall be reimbursed from the Settlement Fund, upon receipt by the
20 Claims Administrator of proper documentation, for the reasonable expense of sending the
21 Notice and Proof of Claim to beneficial owners, as provided in the Notice.

22 9. The Claims Administrator shall notify Settlement Class Members of any
23 changes to the date or timing of the Settlement Hearing by posting notice of the changes
24 on the Settlement Website, www.settlementwebsiteURL.com.

25 10. To be eligible to participate in the Settlement and receive a distribution from
26 the Net Settlement Fund, if the Settlement becomes Effective, each Settlement Class
27 Member must take the following actions and be subject to the following conditions:
28

1 (a) Within ninety (90) calendar days after the Notice Date (the “Proof of
2 Claim Deadline”), each Person claiming to be an Authorized Claimant must submit to the
3 Claims Administrator a completed Proof of Claim, substantially in the form attached as
4 Exhibit A-2 to the Stipulation, signed under penalty of perjury and supported by copies of
5 such documents as specified in the Proof of Claim.

6 (b) Except as otherwise ordered by the Court, all Settlement Class
7 Members who fail to timely submit a Proof of Claim by the Proof of Claim Deadline, or
8 such other period as may be ordered by the Court, shall be forever barred from receiving
9 any payments pursuant to the Stipulation and the Settlement set forth therein, but will, in all
10 other respects, be subject to and bound by the provisions of the Stipulation, the releases
11 contained therein, and the Final Judgment. Notwithstanding the foregoing, the Claims
12 Administrator may, in its discretion, accept for processing late-submitted claims, so long as
13 the distribution of the Net Settlement Fund to Authorized Claimants is not materially
14 delayed. The Claims Administrator may also, in its discretion, waive what it deems to be
15 *de minimis*, formal, or technical defects in any Proof of Claim submitted. No Person shall
16 have any claim against the Released Defendant Persons, Lead Plaintiff, Co-Lead Counsel,
17 or the Claims Administrator by reason of the decision to exercise such discretion whether
18 to accept late-submitted or technically deficient claims.

19 (c) Each Proof of Claim shall be deemed to have been submitted when
20 legibly postmarked (if properly addressed and mailed by first-class mail), provided such
21 Proof of Claim is actually received before the filing of a motion for an Order of the Court
22 approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any
23 other manner shall be deemed to have been submitted when the Claims Administrator
24 actually received it at the address designated in the Notice.

25 (d) Once the Claims Administrator has considered a timely submitted
26 Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For
27 each claim determined to be either deficient or rejected, the Claims Administrator shall send
28 a deficiency letter or rejection letter as appropriate, describing the basis on which the claim

1 was so determined. Persons who submit a timely Proof of Claim that is deficient or
2 otherwise rejected shall be afforded twenty (20) calendar days to cure such deficiency if it
3 shall appear that such deficiency may be cured. If any Claimant whose claim has been
4 rejected in whole or in part wishes to contest such rejection, the Claimant must, within
5 twenty (20) calendar days after the date of mailing of the notice of such rejection, serve
6 upon the Claims Administrator a notice and statement of reasons indicating the Claimant's
7 ground for contesting the rejection along with any supporting documentation, and
8 requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise
9 resolved, Class Counsel shall thereafter present the request for review to the Court.

10 (e) As part of the Proof of Claim, each Settlement Class Member shall
11 submit to the jurisdiction of the Court with respect to the claim submitted and shall (upon
12 occurrence of the Effective Date) release all of their Released Plaintiff's Claims against the
13 Released Defendant Persons as provided in the Stipulation. No discovery shall be allowed
14 on the merits of the Action or the Settlement in connection with the processing of any Proofs
15 of Claim.

16 11. As provided in the Stipulation, Defendants shall serve the notice required
17 under the Class Action Fairness Act, 28 U.S.C. § 171 et seq. ("CAFA") no later than ten
18 (10) calendar days following the filing of the Stipulation with the Court. Defendants are
19 solely responsible for the costs of the CAFA notice and administering the CAFA notice.
20 No later than seven (7) calendar days before the Settlement Hearing, Defendants shall
21 cause to be served on Co-Lead Counsel and filed with the Court proof, by affidavit or
22 declaration, regarding compliance with the notice requirements of CAFA.

23 12. A Settlement Class Member wishing to request exclusion from the
24 Settlement Class shall mail or deliver a request for exclusion in written form by first-class
25 mail, postage prepaid, or by private delivery service, so that it is postmarked or marked as
26 submitted for delivery no later than _____, 2026, which is sixty (60)
27 calendar days after the date set for the initial mailing of the Notice to the Settlement Class,
28 to the address designated in the Notice. Such a request for exclusion shall clearly state (i)

1 the name, address, telephone number, and email address of the Person or entity requesting
2 exclusion, and in the case of entities, the name, telephone number, and email address of
3 the appropriate contact person; (ii) state that such Person or entity “requests exclusion
4 from the Settlement Class in *Peter Frouws, et al. v. Robert Lyons, et al.*, No. 2:23-cv-
5 00691 (D. Ariz.)”; (iii) state the date(s), price(s), and number of Limelight and/or Edgio
6 shares that the Person or entity requesting exclusion purchased or otherwise acquired
7 during the Class Period (*i.e.*, between February 12, 2021 and March 10, 2023, inclusive);
8 and (iv) state the date(s), price(s), and number of such shares that the Person or entity
9 requesting exclusion sold or otherwise disposed of during the Class Period; and (v) be
10 signed by the Person requesting exclusion or, in the case of an entity, an authorized
11 representative. The request for exclusion shall not be effective unless it is made in writing
12 within the time stated above, provides all the information called for in this paragraph, and
13 is accepted by the Court. Settlement Class Members requesting exclusion from the
14 Settlement Class shall not be entitled to receive any payment out of the Net Settlement
15 Fund.

16 13. Any Settlement Class Member who or that does not timely and validly
17 request exclusion from the Settlement Class in the manner stated in this Order: (a) shall
18 be deemed to have waived his, her, their, or its right to be excluded from the Settlement
19 Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in
20 this or any other proceeding; (c) shall be bound by the provisions of the Stipulation and
21 the Settlement and all proceedings, determinations, orders, and judgments in the Action,
22 including, but not limited to, the Judgment or Alternate Judgment, if applicable, and the
23 releases provided for therein, whether favorable or unfavorable to the Settlement Class;
24 and (d) will be barred from commencing, maintaining, or prosecuting any of the Released
25 Plaintiff’s Claims against any of the Released Defendant Persons, as more fully described
26 in the Stipulation and Notice.

27 14. At the Settlement Hearing, the Court will consider objections to the
28 Settlement, Plan of Allocation, Plaintiffs’ Counsel’s application for an award of attorneys’

1 fees and expenses, and any request for a service award to Lead Plaintiff. Any Settlement
2 Class Member wanting to object must do so in writing and may also appear at the
3 Settlement Hearing. Any written objection must (i) be signed by the objector and the
4 objector's attorney; (ii) identify the case name and docket number, *Peter Frouws, et al. v.*
5 *Robert Lyons*, et al., No. 2:23-cv-00691 (D. Ariz.); (iii) state the name, address, and
6 telephone number of the objector, and if represented by counsel, the name, address, and
7 telephone number of such counsel; (iv) include documentation sufficient to prove the
8 objector's membership in the Settlement Class (e.g., copies of brokerage statements
9 showing the objector's purchases of Limelight and/or Edgio common stock during the
10 Class Period); (v) identify which part(s) of the Settlement, Plan of Allocation, counsel's
11 fee and expense request and/or Lead Plaintiff's request for a service award that the
12 objector is objecting to; and (vi) state the specific reason(s) for the objection, including
13 any legal support and evidence the objector wishes to submit in support of the objection.
14 Such objections and any supporting papers, accompanied by proof of Settlement Class
15 membership, must be filed with the United States District Court for the District of Arizona,
16 Sandra Day O'Connor U.S. Courthouse, 401 W. Washington St., Phoenix, AZ 85003, no
17 later than _____, 2026, which is sixty (60) calendar days after the date set
18 for the initial mailing of the Notice to the Settlement Class, and copies of all such papers
19 must also be served on each of the following: William C. Fredericks, Scott+Scott
20 Attorneys at Law LLP, The Helmsley Building, 230 Park Avenue, 24th Floor, New York,
21 NY 10169 (counsel for Lead Plaintiff and the Settlement Class), and Scott B. Luftglass
22 and Michael P. Sternheim, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York
23 Plaza, New York, NY 10004 (counsel for Defendants). Copies must also be emailed to
24 wfedericks@scott-scott.com and michael.sternheim@friedfrank.com. Persons who
25 intend to object in writing to the Settlement, Plan of Allocation, attorneys' fee and expense
26 application, and/or Lead Plaintiff's request for a service award for representing the
27 Settlement Class, and desire to present evidence at the Settlement Hearing, must include
28 in their written objections copies of any exhibits they intend to introduce into evidence at

1 the Settlement Hearing. If an objector hires an attorney to represent them for the purposes
2 of making an objection, the attorney must both effect service of a notice of appearance on
3 counsel listed above and file it with the Court by no later than _____,
4 2026, which is sixty (60) calendar days after the date set for the initial mailing of the
5 Notice to the Settlement Class. A Settlement Class Member who files a written objection
6 does not have to appear at the Settlement Hearing for the Court to consider the objection.
7 If the Settlement Class Member intends to appear at the Settlement Hearing, the
8 Settlement Class Member shall identify any witnesses they may seek to call and provide
9 copies of any exhibits they intend to offer at the Settlement Hearing in their papers, which
10 must be served, as set forth above, no later than _____, 2026, which is
11 sixty (60) calendar days after the date set for the initial mailing of the Notice to the
12 Settlement Class. Any Settlement Class Member who does not make their objection in
13 the manner provided shall be deemed to have waived such objection and shall forever be
14 foreclosed from making any objection to the fairness or adequacy of the Settlement, Plan
15 of Allocation, award of attorneys' fees and expenses, and/or service award to Lead
16 Plaintiff, unless otherwise ordered by the Court.

17 15. All papers in support of the Settlement, Plan of Allocation, and Fee and
18 Expense Application by Co-Lead Counsel and a service award to Lead Plaintiff shall be
19 filed fourteen (14) calendar days prior to the deadline for objections to be filed set forth
20 in ¶14. All reply papers shall be filed and served at least seven (7) calendar days prior to
21 the Settlement Hearing.

22 16. Until otherwise ordered by the Court, the Court stays all proceedings in the
23 Action other than proceedings necessary to carry out or enforce the terms and conditions
24 of the Stipulation. Pending final determination of whether the Settlement should be
25 approved, the Court bars and enjoins Plaintiffs and all other members of the Settlement
26 Class from commencing, instituting, reinstituting, or prosecuting any and all of the
27 Released Plaintiff's Claims against each and all of the Released Defendant Persons in any
28 forum.

1 17. All funds held by the Escrow Agent shall be deemed and considered to be
2 in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until
3 such time as such funds shall be distributed pursuant to the Stipulation and/or further
4 order(s) of the Court.

5 18. All Taxes, Tax Expenses, and Notice and Administration Expenses shall be
6 paid as set forth in ¶¶6.5 and 7.2 of the Stipulation without further approval of Defendants
7 or further order of the Court. In the event the Settlement is not approved by the Court, or
8 otherwise fails to become effective, neither Lead Plaintiff nor Co-Lead Counsel shall have
9 any obligation to repay any amounts actually and properly disbursed from the Settlement
10 Fund, except as provided for in the Stipulation.

11 19. If the Settlement is terminated as set forth in the Stipulation, the Settlement
12 is not approved, or the Effective Date of the Settlement otherwise fails to occur, then, in
13 any such event, (a) this Order shall be vacated, rendered null and void, and be of no further
14 force and effect, except as otherwise provided in the Stipulation, and this Order shall be
15 without prejudice to any Party; (b) the Stipulation, including any amendment(s) thereof,
16 shall be null and void and of no further force or effect (except to the extent otherwise
17 expressly provided in the Stipulation), without prejudice to any Party, and may not be
18 introduced as evidence or referred to in the Action, or any action or proceeding by any
19 Person for any purpose, and (c) each Party shall be restored to his, her, or its respective
20 position as it existed immediately prior to December 9, 2025, and the Parties shall
21 promptly confer on a new scheduling stipulation to govern further proceedings in the
22 Action, as provided in the Stipulation.

23 20. Neither the Stipulation (whether or not consummated, and including the
24 exhibits thereto and the Plan of Allocation or any other plan of allocation that may be
25 approved by the Court), nor the negotiations leading to the execution of the Stipulation,
26 nor any proceedings taken pursuant to or in connection with this Stipulation, shall be:

27 (a) offered against any of the Released Defendant Persons as evidence of,
28 or construed as, or deemed to be evidence of any presumption, concession, or admission by

1 any of the Released Defendant Persons with respect to the truth of any fact alleged by Lead
2 Plaintiff or the validity of any claim that was or could have been asserted or the deficiency
3 of any defense that has been or could have been asserted in this Action or in any other
4 litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of
5 the Released Defendant Persons or in any way referred to for any other reason as against
6 any of the Released Defendant Persons, in any arbitration proceeding or other civil,
7 criminal, or administrative action or proceeding, other than such proceedings as may be
8 necessary to effectuate the provisions of this Stipulation;

9 (b) offered against any of the Released Plaintiff Persons, as evidence of,
10 or construed as, or deemed to be evidence of any presumption, concession, or admission by
11 any of the Released Plaintiff Persons that any of their claims are without merit, that any of
12 the Released Defendant Persons had meritorious defenses, or that damages recoverable
13 under the Complaint would not have exceeded the Settlement Amount or with respect to
14 any liability, negligence, or fault; or

15 (c) construed against any of the Released Persons as an admission,
16 concession, or presumption that the consideration to be given hereunder represents the
17 amount which could be or would have been recovered after trial; provided, however, that if
18 the Stipulation is approved by the Court, the Parties and the Released Persons and their
19 respective counsel may refer to it to effectuate the protections from liability granted
20 hereunder or to otherwise to enforce the terms of the Settlement; and provided, further,
21 notwithstanding the foregoing, any of the Released Persons may file the Stipulation or any
22 judgment or order of the Court related hereto in any other action that has been or may be
23 brought against them, in order to support any and all defenses or counterclaims based on res
24 judicata, collateral estoppel, good-faith settlement, judgment bar or reduction, or any other
25 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26 21. The Court may adjourn or continue the Settlement Hearing without further
27 written notice.
28

1 22. The Court retains exclusive jurisdiction over the Action to consider all
2 further matters arising out of or connected with the Settlement. The Court may approve
3 the Settlement, with such modifications as may be agreed to by the Parties, if appropriate,
4 without further notice to the Settlement Class.

5 IT IS SO ORDERED.
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Peter Frouws, individually and on behalf of
all others similarly situated, et al.,

Plaintiff,

v.

Robert Lyons, Daniel Boncel, and Stephen
Cumming,

Defendants.

Civil Action No. 2:23-cv-00691-PHX-DJH

Hon. Diane J. Humetewa

EXHIBIT A-1

**NOTICE OF (I) PENDENCY OF CLASS ACTION AND
PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR ACQUIRED THE
COMMON STOCK OF LIMELIGHT NETWORKS, INC. (TICKER: LLNW)
AND/OR EDGIO, INC. (TICKER: EGIO) BETWEEN FEBRUARY 12, 2021 AND
MARCH 10, 2023, INCLUSIVE.**

**TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT
A PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") BY
_____, 2026.**

*THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A SOLICITATION FROM A
LAWYER. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.*

**Please be advised that your rights may be affected by a class action pending in the United
States District Court for the District of Arizona (the "Court"). This Notice explains
important rights you may have. Please read it carefully.**

- This Notice informs you of the proposed settlement ("Settlement") of the above-captioned consolidated class action lawsuit ("Consolidated Action") and the hearing ("Settlement Hearing") to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Settlement Agreement by and between Plaintiff Peter

Frouws (“Lead Plaintiff”), on behalf of himself and the Settlement Class, and Defendants Robert Lyons, Daniel Boncel, and Stephen Cumming (“Defendants”).¹

- This Notice is intended to inform you how the Consolidated Action and proposed Settlement may affect your rights, and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Consolidated Action or whether the Defendants engaged in any wrongdoing.
- The company previously known as Limelight Networks, Inc. (“Limelight”) changed its name to Edgio, Inc. (“Edgio”) on June 16, 2022. Accordingly, the term “Edgio” or “the Company,” as used in this Notice, refers to Limelight when used in reference to events before June 16, 2022, and refers to Edgio when used in reference to events on or after June 16, 2022. Similarly, the term “Edgio Common Stock” (or “the Company’s Common Stock”), as used in this Notice, refers to shares of the common stock of Limelight (ticker: LLNW) when referring to events before June 16, 2022 and refers to shares of the common stock of Edgio (ticker: EGIO) when referring to events on or after June 16, 2022.
- If approved by the Court, the Settlement will provide for a Settlement Amount of US \$15,000,000 in cash, plus interest as it accrues (minus any Court-awarded attorneys’ fees and Litigation Expenses to Co-Lead Counsel, service award to Lead Plaintiff, costs of providing notice and administering the Settlement, any other deductions approved by the Court, and net of any taxes on interest), which shall be used to pay valid claims of Settlement Class Members who purchased or otherwise acquired shares of the Company’s Common Stock between February 12, 2021 and March 10, 2023, inclusive.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM	This is the only way to be eligible to receive a payment from the Net Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff’s Claims (defined in ¶ 12 below) that you have against Defendants and the other Released Defendant Persons (defined in ¶ 12 below), so it is in your interest to submit a Claim Form. Proofs of Claim must be postmarked or submitted electronically to the Claims Administrator by no later than _____, 2026.

¹ You can view a copy of the Settlement Agreement, dated February 11, 2026, at www.EdgioSecuritiesLitigation.com. Capitalized terms in this document have the meaning given to them in the Settlement Agreement.

EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that potentially allows you ever to be part of another lawsuit against the Defendants or any other Released Defendant Persons (defined in ¶ 12 below) concerning the Released Plaintiff's Claims (defined in ¶ 12 below). If you exclude yourself from the Settlement Class, you cannot object or submit a Proof of Claim. Exclusion requests must be submitted in writing and mailed to the Claims Administrator, postmarked by no later than _____, 2026.
FILE AN OBJECTION TO THE SETTLEMENT	If you elect to remain in the Settlement Class but do not like the proposed Settlement, the proposed Plan of Allocation, and/or the requested attorneys' fees, Litigation Expenses, or service award, you may object by writing to the Court about why you do not like the Settlement, Plan of Allocation, and/or request for attorneys' fees, Litigation Expenses, and service award. You are still eligible to submit a Proof of Claim. Objections must be filed with the Court by no later than _____, 2026.
ATTEND THE SETTLEMENT HEARING AND FILE A NOTICE OF INTENTION TO APPEAR	If you elect to remain in the Settlement Class but do not like the proposed Settlement, the proposed Plan of Allocation, and/or the requested attorneys' fees, Litigation Expenses, or service award, you may ask to speak in Court about the fairness of the proposed Settlement, the Plan of Allocation, and/or the request for attorneys' fees and Litigation Expenses. You are still eligible to submit a Proof of Claim. Requests to speak at the Settlement Hearing must be filed with the Court by no later than _____, 2026.
DO NOTHING	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, still be a member of the Settlement Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Persons about the legal claims being resolved by this Settlement, and that you will be bound by any judgments or orders entered by the Court in the Consolidated Action, including the releases effectuated thereby.

These rights and options – and the deadlines to exercise them – are further explained in this Notice. Please Note: The date and time of the Settlement Hearing – currently scheduled for _____, 2026 at __:__.m. Mountain Time is subject to change without further notice to the Settlement Class. It is also within the Court's discretion to hold the

hearing in person or telephonically. If you plan to attend the hearing, you should check the Settlement website, www.EdgioSecuritiesLitigation.com, or with Lead Counsel as set forth above, to confirm that no change to the date and/or time of the hearing has been made.

BASIC INFORMATION ABOUT THE LAWSUIT

1. Why did I get this Notice?

The Court has directed that this Notice be sent to you because you or someone in your family may have purchased or otherwise acquired Limelight or Edgio common stock between February 12, 2021 and March 10, 2023, inclusive (the “Class Period”). The Court has directed us to send you this Notice because, as a potential Settlement Class Member, you have a right to know about the proposed Settlement and your options before the Court decides whether to approve the Settlement. The Honorable Diane J. Humetewa of the United States District Court for the District of Arizona is overseeing this case, which is known as *Peter Frouws, individually and on behalf of all others individually situated, et al., v. Robert Lyons, Daniel Boncel, and Stephen Cumming*, No. 2:23-cv-00691-PHX-DJH (D. Ariz.).

The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you (if you are a Settlement Class Member) might be affected, and how to exclude yourself from the Settlement Class if you wish to do so. It is also being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Co-Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses (“Settlement Hearing”). See ¶ 23 below for details about the Settlement Hearing, including the date and location of the hearing.

The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Consolidated Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and a plan of allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time.

2. What is this lawsuit about?

The Amended Complaint (as defined below) in the Consolidated Action alleges that Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. Specifically, Lead Plaintiff alleges that, during the Class Period, Defendants Robert Lyons (former CEO of the Company), Daniel Boncel (a former CFO of the Company), and Stephen Cumming (who succeeded Boncel as CFO) made materially false and misleading statements and omissions concerning (1) Edgio’s performance, growth, and sales pipeline, and the success of its business strategy; (2) Edgio’s internal financial controls; and (3) Edgio’s revenue. The Amended Complaint further alleges that Defendants are liable as control persons under Section 20(a) of the Exchange Act. Lead Plaintiff contends that, as a result of these alleged misrepresentations and omissions, Edgio Common Stock traded at artificially inflated prices during the Class Period, and that Settlement Class Members suffered damages when the truth was revealed and the stock price declined.

Defendants expressly have denied and continue to deny all allegations of wrongdoing or liability against them asserted in the Amended Complaint and/or arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in this Consolidated Action.

3. What is a class action and who is involved?

In a class action, one or more persons or entities called “Lead Plaintiff(s)” are appointed by the court to sue on behalf of themselves and other persons or entities who have the same or similar claims. In this case, the Court appointed Peter Frouws as the Lead Plaintiff. The Lead Plaintiff and those he represents are, collectively, called a “class” or “class members.” Those who filed the suit are called “plaintiffs,” and those being sued are called “defendants.” In a class action such as this, the Court resolves the issues and claims for all class members, except for those who exclude themselves, or “opt out,” from the Settlement Class.

4. What has happened so far?

On April 25, 2023 and June 23, 2023, two class actions were filed in the United States District Court of the District of Arizona on behalf of purchasers of Edgio and/or Limelight Common Stock. On November 3, 2023, the Court consolidated the two cases into the Consolidated Action, appointed Peter Frouws as Lead Plaintiff, and appointed Scott+Scott Attorneys at Law LLP and The Schall Law Firm as Co-Lead Counsel for the putative class.

On January 29, 2024, Lead Plaintiff filed an amended complaint alleging claims under §§10(b) and 20(a) of the Exchange Act and SEC Rule 10b-5 promulgated thereunder against Edgio and Defendants (the “Amended Complaint”). The Amended Complaint alleged that Edgio and Defendants made materially false and misleading statements and omissions about Edgio’s business in public statements and Edgio’s public filings.

On March 11, 2024, Defendants filed a motion to dismiss the Amended Complaint, which Lead Plaintiff opposed.

On September 9, 2024, Edgio and its U.S. subsidiaries filed a voluntary petition for relief under Chapter 11 of Title 11 of the U.S. Code in the U.S. Bankruptcy Court for the District of Delaware (the “Bankruptcy Proceeding”). Upon notice of the Bankruptcy Proceeding, the proceedings in the Consolidated Action were automatically stayed.

On March 17, 2025, Edgio was dismissed from the Consolidated Action without prejudice due to the then-pending Bankruptcy Proceeding. On April 2, 2025, Defendants refiled their motion to dismiss the Complaint, which Lead Plaintiff opposed. On August 25, 2025, the Court issued an Order denying Defendants’ motion to dismiss.

In the summer of 2025, the parties agreed to explore the possibility of pursuing a mediation, and ultimately agreed to retain David Murphy, Esq., of Phillips Alternative Dispute Resolution (the “Mediator”), a nationally recognized independent mediator experienced in mediating securities and other complex class actions, for that purpose. Following the exchange of mediation briefs, counsel for the parties, as well as representatives of certain of Defendants’ insurance carriers, participated in a face-to-face mediation session conducted by the Mediator on September 8, 2025. However, the parties were unable to reach an agreement at that mediation session.

In parallel with the mediation process, the parties continued to litigate the Consolidated Action. On October 6, 2025, Defendants filed their respective Answers to the Amended Complaint. The parties thereafter commenced fact discovery, including service of interrogatories, requests for document production, and third-party discovery.

After the initial mediation session and over the following months, the parties engaged in additional discussions and negotiations under the Mediator's supervision. These discussions ultimately led the Mediator to make a "mediator's proposal" for resolving Plaintiff's claims in early December. Both sides thereafter separately informed the Mediator that they agreed to the mediator's proposal. On December 11, 2025, the parties informed the Court that they had reached an agreement-in-principle to settle the Consolidated Action, and the Court granted the parties' request to stay the litigation during the pendency of formal settlement approval proceedings before the Court.

5. Why is there a Settlement?

The Court did not decide in favor of Lead Plaintiff or Defendants. Instead, Lead Plaintiff and Defendants agreed to resolve the Consolidated Action consensually on terms consistent with the mediator's proposal recommended by the independent Mediator. If approved, the Settlement will avoid the cost and uncertainties of further litigation, trial, and likely appeals as against all Defendants (and Released Defendant Persons, as defined in the Stipulation, in their capacities as such).

Although Lead Plaintiff and Co-Lead Counsel in the Consolidated Action believe that the claims that will be released under the Settlement have merit, they recognize that continuing to litigate the Released Claims through trial and likely appeals would be expensive and likely take additional years of litigation. Moreover, in addition to the substantial risks involved in prevailing on the merits, Lead Plaintiff and Co-Lead Counsel also recognize that continuing to litigate posed procedural and collectability risks in light of Edgio's recent bankruptcy and the possibility of other claims being brought against one or more Defendants on behalf of the Liquidating Trust established under Edgio's confirmed bankruptcy plan.

As noted above, Defendants expressly have denied and continue to deny all allegations of wrongdoing or liability against them asserted in the Amended Complaint and/or arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in this Consolidated Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that any of the Defendants made, knowingly or otherwise, any material misstatements or omissions; that Defendants acted negligently, recklessly, or with culpable intent; that any member of the Settlement Class has suffered any damages; or that Lead Plaintiff or members of the Settlement Class were harmed by the conduct alleged in the Consolidated Action or that could have been alleged as part of the Consolidated Action. Defendants have asserted and continue to assert that, at all times, they acted in good faith and in a manner reasonably believed to be in accordance with all applicable rules, regulations, and laws. Defendants have nonetheless agreed to the Settlement solely to eliminate the expense, distraction, time, and uncertainty of further litigation. Taking into account the uncertainty, risks, costs, and distraction inherent in any litigation, especially in complex cases such as this Consolidated Action, Defendants state that they have determined that it is desirable that the Consolidated Action be settled in the manner and upon

the terms and conditions set forth in this Stipulation. The Settlement is not and may not be construed as an admission of any wrongdoing by Defendants or any Released Defendant Person of any wrongdoing, fault, liability, or damages whatsoever in the Consolidated Action or any other proceeding.

6. What does the Settlement Provide?

Under the Settlement, an all-cash fund of US \$15,000,000 has been established for the benefit of the Class in exchange for the release of the Released Claims (defined below) and the dismissal with prejudice of the Consolidated Action as against all Defendants. If the Settlement is approved, then the Net Settlement Fund (as defined herein) will be distributed *pro rata*, in accordance with a “Plan of Allocation,” to Class Members who submit valid Proofs of Claim. The proposed Plan of Allocation, which is also subject to approval by the Court, is set forth at Questions 17-19 below. The “Net Settlement Fund” refers to the balance remaining from the Settlement Amount (including any interest accrued thereon) after deductions for: any Taxes and Tax Expenses; any Notice and Administration Costs; any Court-approved attorneys’ fees and Litigation Expenses awarded to Co-Lead Counsel; any Court-approved service award to Lead Plaintiff; the costs of claims administration; and any other Court-approved deductions.

DETERMINING IF YOU ARE A MEMBER OF THE CLASS

7. How do I know if I am a Settlement Class Member?

You are potentially a member of the Settlement Class if you purchased or otherwise acquired the common stock of the Company – which traded under the ticker LLNW prior to June 16, 2022, and thereafter traded under the ticker EGIO – ***between February 12, 2021 and March 10, 2023, inclusive.***

If you are the legal representative or fiduciary of a person or legal entity that acquired Limelight and/or Edgio common stock (e.g., if you are the trustee of a trust that acquired Limelight and/or Edgio common stock), then the person(s) or entity(ies) that you represent will be the Class Member and may be legally bound by your decisions.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

IF YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN _____, 2026.

8. Are there exceptions to being included in the Settlement Class?

Yes. Some people and entities are excluded from the Settlement Class. The excluded persons and entities are: (i) Defendants; (ii) any present or former officers and directors of Edgio or Limelight during the Class Period (the “Excluded D&Os”); (iii) members of Defendants’ and

the Excluded D&Os' Immediate Family; (iv) the Affiliates of any Defendant; (v) any firm, trust, corporation, or other entity in which any Defendant or any other excluded person or entity has or had a majority ownership interest; and (vi) the legal representatives, heirs, successors, and assigns of any such excluded person or entity. For the avoidance of doubt, the foregoing exclusions do not apply where the person or entity that is excluded from the Settlement Class (or the entity in which such person or entity has a majority ownership interest) acts as nominee, trustee, street name holder, fund manager, or in any other fiduciary capacity for persons or entities who otherwise would be entitled to be included in the Settlement Class. Also excluded from the Settlement Class are any persons or entities that exclude themselves from the Class by submitting a request for exclusion that is accepted by the Court.

9. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement Class, you can get free help at www.EdgioSecuritiesLitigation.com, or by contacting the Claims Administrator by mail at Edgio, Inc. Securities Litigation, c/o A.B. Data Ltd., P.O. Box 173037, Milwaukee, WI 53217, or by email at info@EdgioSecuritiesLitigation.com, or by phone at (877) 719-1806.

YOUR OPTIONS AS A CLASS MEMBER

10. How can I obtain a payment?

To be eligible for a payment from the proceeds of the Settlement, you must be an eligible Settlement Class Member and must submit a valid Proof of Claim. A Proof of Claim form is enclosed with this Notice. You may also download a Proof of Claim from www.EdgioSecuritiesLitigation.com, or request one from the Claims Administrator by calling toll-free (877) 719-1806. Please read the Proof of Claim instructions carefully, provide all required information, include ***copies*** of all required supporting documents, sign the form, and timely submit it – either (a) via the Settlement Website no later than _____, 2026; or (b) via mail so that it is postmarked (or if sent by private delivery service, marked as having been submitted for pre-paid delivery) no later than _____, 2026. Although you are required to submit ***copies*** of certain required supporting documents to support your claim, ***please retain all your original records*** of your ownership of and transactions in Limelight and/or Edgio Common Stock. If you request to be excluded from the Settlement Class, or you do not submit a timely and valid Claim Form, you will not be eligible to share in the Settlement Fund.

11. When will I receive my payment?

The Court will hold a Settlement Hearing on _____, 2026 at __:__ .m. Mountain Time, to decide whether to approve the Settlement and Plan of Allocation. ***Please note that the Settlement Hearing date is subject to change without further notice; please check the settlement website for updates.*** If the Court approves the Settlement and Plan of Allocation, there may be appeals. It is always uncertain when appeals will be resolved, and even if no appeals are filed, it also takes time for the Claims Administrator to process all Proofs of Claim and make payments. Please be patient.

12. What am I giving up to receive a payment?

Unless you timely and validly exclude yourself from the Settlement Class by _____, 2026, if you fit within the definition of the Settlement Class then you will continue to be a Settlement Class Member, which means that you cannot sue or be part of any other lawsuit that brings any of the Released Plaintiff's Claims (including the claims asserted in this Action) against any of the Defendants or the other Released Defendant Persons. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion. If you remain a Settlement Class Member, and if the Settlement is approved, you and your related parties (and the other "Released Plaintiff Persons") will give up all "Released Plaintiff's Claims", including "Unknown Claims", against Defendants and "Released Defendant Persons," whether or not you submit a valid Proof of Claim. The following definitions apply to the capitalized terms "Released Plaintiff's Claims," "Released Defendant Persons," "Unknown Claims," and "Released Plaintiff Persons" used in the preceding sentence:

- "Released Plaintiff's Claims" means any and all claims, demands, rights, liabilities, losses, obligations, damages, and causes of action of any 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, including Unknown Claims (defined below), under any federal, state, foreign, or other applicable law, rule or regulation, that were asserted in the Amended Complaint or could have been asserted in any forum arising out of or in any way relating (directly or indirectly) to (i) the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Amended Complaint and (ii) the purchase or other acquisition of Edgio common stock (including any decision to buy Edgio common stock) by any members of the Settlement Class during the Class Period. For the avoidance of doubt, any claims to enforce any of the terms of this Stipulation are excluded from the definition of Released Claims.
- "Released Defendant Persons" means (i) Defendants, (ii) Edgio; (iii) all past and present directors, officers, or employees of Edgio who could have been named as defendants in this Consolidated Action; (iv) all past and present Affiliates of Defendants, (v) all past and present officers, directors, employees, members, limited or general partners, insurers, attorneys, financial or investment advisors, auditors, consultants, agents, representatives, successors, and assigns of the persons and entities in (i)-(iv).
- "Unknown Claims" means any and all Released Claims of every nature and description whatsoever that a person granting a release in connection with the Settlement does not know or suspect to exist in his, her, or its favor at the time of the release, including without limitation those which, if known, might have affected his, her, or its decision(s) with respect to Settlement. Upon the Effective Date, Lead Plaintiff and Defendants expressly waive, relinquish, and release, and the Settlement Class Members shall be deemed to have, and by operation of the Final Judgment or Alternate Judgment shall have, to the fullest extent permitted by law, expressly waived, relinquished, and released any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common 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.”

- “Released Plaintiff Persons” means Lead Plaintiff and all other Settlement Class Members, as well as all of their respective past and present Affiliates, officers, directors, employees, members, limited or general partners, insurers, attorneys (including Co-Lead Counsel), financial or investment advisors, auditors, consultants, agents, representatives, successors, and assigns.

13. What happens if I “opt out” (exclude myself) from the Settlement Class?

If you opt out of the Class (by stating in writing that you do not want to be included in the Settlement Class in this Action in accordance with the procedures set forth under Question 14 below), you will give up any right to seek a payment from the Settlement Fund, but you will keep any rights you may currently have to sue Defendants regarding the legal claims at issue in this lawsuit. Note, however, that if you “opt-out,” you could be barred from asserting the claims covered by this lawsuit by the applicable statutes of limitations or repose. If you wish to “opt-out,” you may want to consult a lawyer to determine whether any claims you wish to pursue on your own can still be filed and are not time-barred. If you opt out of the Settlement Class, you will also not be bound by the Court’s determinations in this Action, and will no longer be represented by Co-Lead Counsel.

14. How do I “opt out” (exclude myself) from the Settlement Class?

To exclude yourself from the Settlement Class, you must submit a written request for exclusion by First Class Mail, postage prepaid, that is postmarked (or if sent by private delivery service, marked as having been submitted for pre-paid delivery), no later than _____, 2026 (the “Exclusion Deadline”), to the following address:

Edgio, Inc. Securities Litigation
Exclusions
c/o A.B. Data Ltd.
P.O. Box 173001
Milwaukee, WI 53217

To be valid, a request for exclusion must (i) state the name, address, telephone number, and email address of the Person or entity requesting exclusion, and in the case of entities, the name, telephone number, and email address of the appropriate contact person; (ii) state that such Person or entity “requests exclusion from the Settlement Class in *Peter Frouws, et al. v. Robert Lyons, et al.*, No. 2:23-cv-00691 (D. Ariz.)”; (iii) state the date(s), price(s), and number of Limelight and/or Edgio shares that you purchased or otherwise acquired during the Class Period (*i.e.*, between February 12, 2021 and March 10, 2023, inclusive); and (iv) state the date(s), price(s), and number of such shares that you sold or otherwise disposed of during the Class Period; and (v) be signed by the Person requesting exclusion or, in the case of an entity, an authorized representative.

A request for exclusion shall not be valid and effective unless it provides all the information

called for in the preceding paragraph and is postmarked by the Exclusion Deadline, or is otherwise accepted by the Court. ***Please note that you cannot exclude yourself by phone or by email.*** If you ask to be excluded, you will not be eligible to receive any payment from the Settlement and you cannot object to the Settlement, but you will not be legally bound by anything that happens in this Action, and you may (subject to statutes of limitations and/or repose issues noted at Question 13 above) be able to sue, separately and at your own expense, Defendants and the other Released Defendant Persons on the Released Claims in the future.

15. How do I tell the Court if I do not like the Settlement?

Settlement 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 Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.

If you are a Settlement Class Member and you do not like the proposed Settlement, the proposed Plan of Allocation, Co-Lead Counsel's request for attorneys' fees and Litigation Expenses, and/or Lead Plaintiff's request for a service award, then you can object. To object, you must file a written statement of objection with the Court and serve copies on Co-Lead Counsel and Defendants' Counsel at the addresses listed below, no later than _____, 2026. You may not object to the Settlement, Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses if you exclude yourself from the Settlement Class or if you are not a member of the Settlement Class.

Your written objection must (i) be signed by you or your attorney; (ii) identify the case name and docket number, *Peter Frouws, et al. v. Robert Lyons, et al.*, No. 2:23-cv-00691 (D. Ariz.); (iii) state the name, address, and telephone number of the Person or entity objecting, and if represented by counsel, the name, address, and telephone number of such counsel; (iv) include documentation sufficient to prove your membership in the Settlement Class (e.g., copies of brokerage statements showing your purchases of Limelight and/or Edgio common stock during the Class Period); (v) identify which part(s) of the Settlement, Plan of Allocation, counsel's fee and expense request and/or Lead Plaintiff's request for a service award that you are objecting to; and (vi) state the specific reason(s) for your objection, including any legal support you wish to bring to the Court's attention and any evidence you wish to submit in support of your objection.

If you hire an attorney to represent you for purposes of making an objection, your attorney must file with the Court and serve a notice of appearance on counsel listed below by no later than _____, 2026.

You do not need to appear at the Settlement Hearing for the Court to consider your objection(s). However, if you wish to appear at the Settlement Hearing, you must state your intention to appear in your written objection and identify any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. If you intend to present evidence at the Settlement Hearing, you must include a copy of each exhibit you intend to present with your written objection.

Any Settlement Class Member who does not make their objection in the manner provided

herein shall be deemed to have waived any objections and shall be forever barred from objecting to the fairness, reasonableness and/or adequacy of the Settlement, Plan of Allocation, service award to Lead Plaintiff, and/or award of attorneys' fees and expenses, unless otherwise ordered by the Court.

The addresses for filing and service of objections are as follows:

The Court: U.S. District Court for the District of Arizona, U.S. Courthouse, Suite 625, 401 West Washington Street, SPC 81, Phoenix, AZ 85003

Co-Lead Counsel: William C. Fredericks, Scott+Scott Attorneys at Law LLP, The Helmsley Building, 230 Park Avenue, 24th Floor, New York, New York 10169

Defendants' Counsel: Scott B. Luftglass & Michael P. Sternheim, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York 10004

You must also **email** the objection and any supporting papers on or before _____, 2026 to wfedericks@scott-scott.com and michael.sternheim@friedfrank.com.

16. What happens if I do nothing?

If you do nothing, all of your Released Plaintiff's Claims against Defendants and the Released Defendant Persons will be released. In addition, you will **not** receive any money from the Settlement (because it is necessary to submit a valid and timely Proof of Claim to be eligible for a payment).

PROPOSED PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

17. What is the proposed Plan of Allocation?

As discussed in Question 6 above, the Net Settlement Fund will be distributed *pro rata*, in accordance with a "Plan of Allocation," to Settlement Class Members who submit valid Proofs of Claim. This proposed Plan of Allocation, subject to the Court's approval, is described below. Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund but will nonetheless be bound by the Settlement.

The Plan of Allocation (the "Plan") set forth herein is the plan that is being proposed to the Court for approval by Lead Plaintiff. The Court may approve the Plan with or without modification, or approve another plan of allocation, without further notice to the Class. Any orders regarding a modification to the Plan will be posted to www.EdgioSecuritiesLitigation.com.

The Plan is not a formal damages analysis. The objective of the Plan is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective alleged economic losses resulting from the securities law violations alleged in the Consolidated Action. The calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members may have been able to recover after a trial. Nor are the calculations pursuant to the Plan intended to be estimates of the amounts that

will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan are only a method for weighing the claims of Authorized Claimants against one another to make *pro rata* allocations of the Net Settlement Fund.

As discussed in Question 2 above, Lead Plaintiff alleges that Defendants made materially false and misleading statements and omissions during the Class Period, which had the alleged effect of artificially inflating the trading price of the Company's Common Stock during the Class Period. Lead Plaintiff alleges that corrective information was released to the market on April 28, 2022, November 10, 2022, and March 13, 2023 ("Corrective Disclosures"). The Plan is intended to compensate investors who purchased or otherwise acquired the Company's Common Stock during the Class Period, held through the issuance of at least one Corrective Disclosure, and have a "Recognized Loss Amount" as described below.² Pursuant to this Plan of Allocation, Class Members may have a claim under Section 10(b) of the Securities Exchange Act of 1934.³

The Plan was developed in consultation with Lead Plaintiff's damages expert. In developing the Plan, Plaintiff's damages expert calculated the estimated amount of artificial inflation in the price of the Company's Common Stock that was allegedly proximately caused by Defendants' alleged materially false and misleading statements and omissions that the Court previously found to be actionable. In calculating the estimated impact allegedly caused by those materially false and misleading statements and omissions, Lead Plaintiff's damages expert considered the price changes in the Company's Common Stock in reaction to the public disclosures that allegedly corrected the alleged materially false and misleading statements and omissions, adjusting the Company's Common Stock price change for factors that were attributable to market or industry forces.

18. How will Recognized Claims be calculated?

Based on the formulas stated below, a Recognized Loss Amount will be calculated for each purchase or acquisition of the Company's Common Stock during the Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculated under the formula below is negative or zero, that Recognized Loss Amount will be zero. An Authorized Claimant's "Recognized Claim" under the Plan will be the sum of their Recognized Loss Amounts.⁴

² Any transactions in the Company's Common Stock executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

³ In addition to the Section 10(b) claim, Lead Plaintiff also asserted claims under Section 20(a) of the Exchange Act concerning certain Defendants' control of Edgio when violations of Section 10(b) occurred. For purposes of this Plan of Allocation, claims under Section 20(a) are subsumed under Section 10(b) calculations below.

⁴ "In any private action arising under this [Securities Exchange Act of 1934] in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security

For each share of the Company's Common Stock purchased or otherwise acquired from February 12, 2021 through March 10, 2023, inclusive, and:

- (a) sold prior to April 28, 2022, the Recognized Loss Amount will be \$0.00;
- (b) sold from April 28, 2022 through March 10, 2023, inclusive, the Recognized Loss Amount will be **the lesser of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), and (ii) the purchase price minus the sale price;
- (c) sold from March 13, 2023 through and including the close of trading on June 9, 2023, the Recognized Loss Amount will be **the least of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), (ii) the purchase price minus the sale price, and (iii) the purchase price minus the average closing price between March 13, 2023 and the date of sale as stated in Table 2 below;
- (d) held as of the close of trading on June 9, 2023, the Recognized Loss Amount will be **the lesser of**: (i) the decline in inflation during the holding period (as presented in Table 1 below), and (ii) the purchase price minus \$0.64, the average closing price for the Company's Common Stock between March 13, 2023 and June 9, 2023 (the last entry in Table 2 below).

during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S. Code § 78u-4(e)(1). Consistent with §28(D)(e)(1) of the Securities Exchange Act of 1934, Recognized Loss Amounts for the Company's Common Stock are reduced to an appropriate extent by taking into account the closing price during the 90-day look-back period. The mean (average) closing price for the Company's Common Stock during this 90-day look-back period was \$0.64 per share as shown in Table 2.

TABLE 1**Decline in Inflation Per Share by Date of Purchase and Date of Sale**

	Sale Date			
Purchase Date	2/12/2021 - 4/27/2022	4/28/2022 - 11/9/2022	11/10/2022 - 3/10/2023	Sold on or Retained Beyond 3/13/2023
2/12/2021 - 4/27/2022	\$0.00	\$1.19	\$2.04	\$2.19
4/28/2022 - 11/9/2022		\$0.00	\$0.85	\$1.00
11/10/2022 - 3/10/2023			\$0.00	\$0.15
Purchased on or Beyond 3/13/2023				\$0.00

TABLE 2

Edgio Common Stock Closing Prices and Average Closing Prices

		Average Closing Price Between March 13, 2023 and Date Shown			Average Closing Price Between March 13, 2023 and Date Shown
Date	Closing Price		Date	Closing Price	
3/13/2023	\$0.87	\$0.87	4/27/2023	\$0.66	\$0.73
3/14/2023	\$0.86	\$0.87	4/28/2023	\$0.66	\$0.73
3/15/2023	\$0.82	\$0.85	5/1/2023	\$0.62	\$0.72
3/16/2023	\$0.83	\$0.85	5/2/2023	\$0.57	\$0.72
3/17/2023	\$0.86	\$0.85	5/3/2023	\$0.58	\$0.72
3/20/2023	\$0.79	\$0.84	5/4/2023	\$0.54	\$0.71
3/21/2023	\$0.80	\$0.83	5/5/2023	\$0.58	\$0.71
3/22/2023	\$0.75	\$0.82	5/8/2023	\$0.60	\$0.71
3/23/2023	\$0.73	\$0.81	5/9/2023	\$0.60	\$0.70
3/24/2023	\$0.73	\$0.80	5/10/2023	\$0.59	\$0.70
3/27/2023	\$0.71	\$0.80	5/11/2023	\$0.56	\$0.70
3/28/2023	\$0.71	\$0.79	5/12/2023	\$0.54	\$0.69
3/29/2023	\$0.78	\$0.79	5/15/2023	\$0.58	\$0.69
3/30/2023	\$0.75	\$0.79	5/16/2023	\$0.51	\$0.69
3/31/2023	\$0.79	\$0.79	5/17/2023	\$0.51	\$0.68
4/3/2023	\$0.76	\$0.79	5/18/2023	\$0.56	\$0.68
4/4/2023	\$0.73	\$0.78	5/19/2023	\$0.54	\$0.68
4/5/2023	\$0.70	\$0.78	5/22/2023	\$0.57	\$0.68
4/6/2023	\$0.72	\$0.77	5/23/2023	\$0.57	\$0.67
4/10/2023	\$0.73	\$0.77	5/24/2023	\$0.54	\$0.67
4/11/2023	\$0.72	\$0.77	5/25/2023	\$0.50	\$0.67
4/12/2023	\$0.72	\$0.77	5/26/2023	\$0.49	\$0.66
4/13/2023	\$0.72	\$0.77	5/30/2023	\$0.50	\$0.66
4/14/2023	\$0.69	\$0.76	5/31/2023	\$0.52	\$0.66
4/17/2023	\$0.72	\$0.76	6/1/2023	\$0.53	\$0.66
4/18/2023	\$0.67	\$0.76	6/2/2023	\$0.54	\$0.65
4/19/2023	\$0.64	\$0.75	6/5/2023	\$0.52	\$0.65
4/20/2023	\$0.63	\$0.75	6/6/2023	\$0.53	\$0.65
4/21/2023	\$0.61	\$0.74	6/7/2023	\$0.52	\$0.65
4/24/2023	\$0.59	\$0.74	6/8/2023	\$0.53	\$0.65
4/25/2023	\$0.62	\$0.73	6/9/2023	\$0.52	\$0.64
4/26/2023	\$0.62	\$0.73			

ADDITIONAL PROVISIONS

For Settlement Class Members who held the Company's Common Stock at the beginning of the Class Period or made multiple purchases, acquisitions, or sales of the Company's Common Stock during the Class Period, the First-In, First-Out ("FIFO") method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of the Company's Common Stock during the Class Period will be matched, in chronological order, first against Common Stock held at the beginning of the Class Period. The remaining sales of the Company's Common Stock during the Class Period will then be matched, in chronological order, against Common Stock purchased or acquired during the Class Period.

For the purposes of calculations under this Plan, "purchase price" means the actual price paid, excluding any fees, commissions, and taxes, and "sale price" means the actual amount received, not deducting any fees, commissions, and taxes.

A purchase, acquisition, or sale of the Company's Common Stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of the Company's Common Stock shall not be deemed a purchase, acquisition, or sale of the security for the calculation of an Authorized Claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of the security unless (i) the donor or decedent purchased or otherwise acquired such Company's Common Stock during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to that security; and (iii) it is specifically so provided in the instrument of gift or assignment.

The Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Recognized Loss Amount on a "short sale" that is not covered by a purchase or acquisition is also zero. In the event that a claimant has an opening short position in the Company's Common Stock at the start of the Class Period, the earliest Class Period purchases or acquisitions shall be matched against such an opening short position in accordance with the FIFO matching described above, and any portion of such purchases or acquisitions that cover such short sales will not be entitled to recovery. In the event that a claimant establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

The Company's Common Stock is the only security eligible for recovery under the Plan. Option contracts to purchase or sell the Company's Common Stock are not securities eligible to participate in the Settlement. With respect to the Company's Common Stock purchased or sold through the exercise of an option, the purchase/sale date of such share is the exercise date of the option, and the purchase/sale price is the exercise price of the option.

A Settlement Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member has a net overall loss, after all profits from transactions in the Company's Common Stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of the Company's Common Stock that have been

matched against Common Stock held at the beginning of the Class Period will not be used in the calculation of such net loss. If a claimant had a market gain with respect to his, her, or its overall transactions in the Company's Common Stock during the Class Period, the value of the claimant's Recognized Claim will be zero, and the claimant will in any event be bound by the Settlement. If a claimant suffered an overall market loss with respect to their overall transactions in the Company's Common Stock during the Class Period but that market loss was less than the claimant's total Recognized Claim calculated above, then the claimant's Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain, or suffered a market loss, with respect to a claimant's overall transactions of the Company's Common Stock during the Class Period, the Claims Administrator will determine the difference between the claimant's (i) Total Purchase Amount⁵ and (ii) the sum of the Total Sales Proceeds⁶ and Total Holding Value.⁷

19. How will Recognized Claims translate to payments from the Net Settlement Fund?

The Net Settlement Fund will be distributed to Authorized Claimants on a pro rata basis, based on the relative size of their Recognized Claim. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00. Distributions will be rounded to the nearest penny (\$0.01).

If an Authorized Claimant's Distribution Amount calculates to be less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to Authorized Claimants whose Distribution Amount is \$10.00 or more.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date

⁵ The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for the Company's Common Stock purchased or otherwise acquired during the Class Period.

⁶ The Claims Administrator will match any sales of the Company's Common Stock from the start of the Class Period through and including the close of trading on March 10, 2023 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of the Company's Common Stock sold from the start of the Class Period through and including the close of trading on March 10, 2023 will be the "Total Sales Proceeds."

⁷ The Claims Administrator will ascribe a holding value equal to \$0.87 for each share of the Company's Common Stock purchased or acquired during the Class Period and still held as of the close of trading on March 10, 2023. A claimant's total holding values for the Company's Common Stock acquired during the Class Period that were still held as of the close of trading on March 10, 2023 shall be the claimant's "Total Holding Value."

of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to a non-sectarian, not-for-profit 501(c)(3) organization approved by the Court.

Payment pursuant to the Plan set forth above shall be conclusive against all claimants. No person shall have any claim against Lead Plaintiff, Co-Lead Counsel, Lead Plaintiff's damages expert, Defendants, Defendants' Counsel, any of the other Released Persons, the Claims Administrator, or other agent designated by Co-Lead Counsel based on distributions made substantially in accordance with: the Stipulation and the Settlement contained therein, the Plan, or further orders of the Court. Plaintiff, Defendants, their respective counsel, and all other releasees shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of taxes; or any losses incurred in connection therewith.

THE LAWYERS REPRESENTING YOU

20. As a Class Member, do I have a lawyer representing my interests in this case?

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members. Lawyers from the law firms of Scott+Scott Attorneys at Law LLP and from the Schall Law Firm have been appointed by the Court as "Co-Lead Counsel."

21. How will the lawyers for the Class be compensated?

Co-Lead Counsel will file a motion for an award of attorneys' fees and Litigation Expenses that will be considered at the Settlement Hearing. Co-Lead Counsel will apply for an award of attorneys' fees equal to no more than 33¹/₃% of the Settlement Fund, and an award to reimburse them for their reasonable Litigation Expenses incurred in connection with the Consolidated Action in an amount not to exceed \$_____, with interest on any such amounts awarded from the date that the settlement was funded. In addition, Lead Plaintiff will seek a service award of no more than \$_____ for his time and efforts in representing the Settlement Class. Such sums, as may be approved by the Court, will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fee and expense award requested will be the only payment to Co-Lead Counsel for their efforts in achieving the Settlement and for the risk they assumed in undertaking this representation on a wholly contingent basis. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Co-Lead Counsel.

22. Should I get my own lawyer?

You do not need to hire your own lawyer. However, you are free to hire your own lawyer at your own expense. If you hire a lawyer to speak for you or to appear in Court, your lawyer must file a Notice of Appearance.

THE COURT'S SETTLEMENT HEARING

23. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold a Settlement Hearing on _____, 2026 at _____ .m. Mountain Time, before the Hon. Diane J. Humetewa, United States District Judge for the District of Arizona, Sandra Day O'Connor U.S. Courthouse, Suite 625, 401 West Washington Street, SPC 81, Phoenix, AZ 85003, for the purpose of determining whether: (i) the Settlement, as set forth in the Stipulation, for \$15,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (ii) the Judgment, as provided under the Stipulation, should be entered; (iii) Co-Lead Counsel should be awarded attorneys' fees and Litigation Expenses out of the Settlement Fund and, if so, in what amount; (iv) Lead Plaintiff should receive an award to be paid out of the Settlement Fund and, if so, in what amount; and (v) the Plan of Allocation should be approved. Additional details about the Settlement Hearing, including copies of any papers filed in support of the Settlement, Plan of Allocation, Co-Lead Counsel's fee and expense request, and any request for a service award to the Lead Plaintiff, will be posted on the Settlement Website (www.EdgioSecuritiesLitigation.com) once available. Any updates and/or changes to the scheduling of the Settlement Hearing will be posted there as well. The Court may adjourn or continue the Settlement Hearing without further notice to members of the Settlement Class. Please check the Settlement Website for updates and notice of possible scheduling changes.

Any Settlement Class Member may appear at the Settlement Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection is made in writing and is filed and served in accordance with the instructions in Question 15 above.

24. Do I have to attend the Settlement Hearing?

No. Co-Lead Counsel will answer questions the Court may have. You are welcome to attend at your own expense if you would like. If you send an objection, you do not have to come to Court to discuss it. As long as you mailed your written objection on time, the Court will consider it. You may also ask your own lawyer to attend or participate (at your own expense), but it is not necessary. Settlement Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

GETTING MORE INFORMATION

25. Where do I get more information?

This Notice summarizes the proposed Settlement. Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk of the Court's office for the United States District Court for the District of Arizona, Sandra Day O'Connor U.S. Courthouse, Suite 625, 401 West Washington Street, SPC 81, Phoenix, AZ 85003. Public pleadings may also be accessed, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov>. Additional information is also available free of charge on the Settlement Website maintained for this Action, www.EdgioSecuritiesLitigation.com, or by contacting the Claims Administrator by mail at Edgio, Inc. Securities Litigation, c/o A.B. Data Ltd., P.O. Box 173037, Milwaukee, WI 53217; by email at

info@EdgioSecuritiesLitigation.com; or by phone at (877) 719-1806.

Please do not contact the Court, the Clerk of the Court, Defendants, or Defendants' counsel for additional information. They cannot answer any questions or discuss the Consolidated Action.

SPECIAL NOTICE TO BANKS, SECURITIES BROKERS, AND OTHER NOMINEES

If you purchased or acquired Limelight and/or Edgio common stock between February 12, 2021 and March 10, 2023, inclusive, for the beneficial interest of a person or entity other than yourself, then you are directed by the Court, ***within fourteen (14) calendar days of your receipt of this notice***, to: (i) provide to the Claims Administrator the name and last known address of each person or entity for whom or which you purchased or acquired such shares (preferably in electronic format in Microsoft Excel or CSV file(s)); or (ii) request from the Claims Administrator additional copies of this Notice (which will be provided to you free of charge), and send them by First-Class Mail to the beneficial owners/acquirers of the shares within fourteen (14) calendar days of receipt. Any communications concerning the foregoing should be addressed to the Claims Administrator at:

Edgio, Inc. Securities Litigation
c/o A.B. Data Ltd.
P.O. Box 173037
Milwaukee, WI 53217

Pursuant to Order of the Court, brokers and nominees may seek reimbursement of reasonable out-of-pocket expenses actually incurred of no more than \$0.03 per Class Member for providing names, addresses and email addresses to the Claims Administrator; alternatively, if they elect to provide notice to beneficial owners themselves, they can seek up to \$0.03 per postcard mailed plus postage at the same rate used by the Claims Administrator, or seek up to \$0.03 per Notice they send by email. Such expenses, subject to the Court's review, will be paid upon request and upon submission of appropriate supporting documentation.

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

Dated: _____

BY ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF ARIZONA

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Peter Frouws, individually and on behalf of
all others similarly situated, et al.,

Plaintiff,

v.

Robert Lyons; Daniel Boncel; and Stephen
Cumming,

Defendants.

Civil Action No. 2:23-cv-00691-PHX-DJH

Hon. Diane J. Humetewa

EXHIBIT A-2

PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Notice") that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.
2. To recover as a Settlement Class Member based on the claims in the action captioned *Peter Frouws, et al. v. Lyons, et al.*, No. 2:23-cv-00691-PHX-DJH (D. Ariz.) ("Consolidated Action"),¹ you must complete and sign this Proof of Claim and Release Form ("Proof of Claim"). If you fail to file a properly addressed Proof of Claim (as set forth in ¶ 4 below), your claim may be rejected, and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.
3. Submitting this Proof of Claim, however, does not ensure that you will share in the proceeds of the Settlement of the Action. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.

¹ Capitalized terms in this document have the meaning given to them in the Settlement Agreement, which can be obtained at www.EdgioSecuritiesLitigation.com.

4. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **ON OR BEFORE** _____, **2026**, ADDRESSED AS FOLLOWS:

For Submissions by Mail:
Edgio, Inc. Securities Litigation
c/o A.B. Data Ltd.
P.O. Box XXXXX
Milwaukee, WI XXXXX

For Online Submissions:
Visit www.EdgioSecuritiesLitigation.com

If you are NOT a Settlement Class Member, as defined in the Notice and explained in ¶ 6 below, DO NOT submit a Proof of Claim.

5. If you are a Settlement Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

II. CLAIMANT IDENTIFICATION

6. You are a Settlement Class Member if you purchased or otherwise acquired the common stock of Limelight Networks, Inc. (ticker: LLNW) or Edgio, Inc. (ticker: EGIO) from February 12, 2021 through March 10, 2023, inclusive (the “Class Period”), unless you are an excluded party under the terms of the Settlement Agreement, as described in the Notice. On June 16, 2022, Limelight Networks, Inc. (“Limelight”) changed its name to Edgio, Inc. (“Edgio”) (the “Company”), and the ticker symbol for the company’s common stock changed from LLNW to EGIO.
7. Use Part 1 of the form below titled “Claimant Identification” to identify each purchaser or acquirer of record (“nominee”) of the common stock that forms the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE COMMON STOCK ON WHICH THIS CLAIM IS BASED.**
8. All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them, and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

III. PROOF OF CLAIM AND RELEASE FORM

9. Use Part 2 of the form below titled “Schedule of Transactions in LLNW/EGIO” to supply all required details of your transaction(s). If you need more space or additional schedules, attach

separate sheets giving all the required information in substantially the same form. Sign and print or type your name on each additional sheet.

10. On the schedules, provide all requested information for: (a) your purchases and acquisitions of Limelight and/or Edgio common stock (“Limelight/Edgio common stock”) from February 12, 2021 through June 9, 2023; (b) your sales of Limelight/Edgio common stock from February 12, 2021 through June 9, 2023; (c) the number of shares you held at the close of trading on February 11, 2021; and (d) the number of shares you held at the close of trading on June 9, 2023. Report all transactions, whether they resulted in a profit or loss. Failure to report all such transactions may result in rejection of your Proof of Claim.
11. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list. The date of a purchase or sale is the “contract” or “trade” date, not the “settle” or “settlement” date.
12. **YOU MUST ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN THE COMPANY’S COMMON STOCK TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**
13. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All such claimants MUST also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you may visit the Settlement website at www.EdgioSecuritiesLitigation.com, or you may contact the Claims Administrator by email at info@EdgioSecuritiesLitigation.com or by phone at (877) 719-1806 to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Peter Frouws, et al. v. Lyons, et al.
No. 2:23-cv-00691-PHX-DJH (D. Ariz.)

PROOF OF CLAIM AND RELEASE FORM

Submit this completed Proof of Claim and supporting documentation by _____, 2026
either (a) by mail or by private delivery service addressed to:

Edgio, Inc. Securities Litigation
c/o A.B. Data Ltd.
P.O. Box 173037
Milwaukee, WI 53217

or (b) electronically, using the online submission portal at **www.EdgioSecuritiesLitigation.com**

PART 1: CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Claim Form. Please also note that, if eligible for payment, any payment check will be issued in accordance with the information listed below. If any of the information requested below changes, you **MUST** notify the Claims Administrator in writing at the address above. Complete names of all relevant persons and/or entities must be provided.

Beneficial Owner's Name:
Co-Beneficial Owner's Name (if applicable):
Entity Name (if claimant is not an individual):
Representative or Custodian Name (if different from Beneficial Owner(s) listed above):
Address 1 (street name and number):
Address 2 (apartment, unit, or box number):

City	State/Province	Zip or Postal Code	Country
Last Four Digits of Your Social Security Number or Taxpayer Identification Number:			
Telephone Number (primary):		Telephone Number (secondary):	
Email Address:			
Account Number (if filing for multiple accounts, file a separate Claim Form for each account):			
Claimant Account Type (check appropriate box):			
☐ Individual (includes joint owner accounts)		☐ Pension Plan	
☐ Corporation		☐ Estate	
☐ IRA/401k		☐ Trust	
☐ Other (please specify):			

PART 2: SCHEDULE OF TRANSACTIONS IN LLNW/EGIO

Complete the following schedule for all transactions in Limelight Networks, Inc. (ticker: LLNW) or Edgio, Inc. (ticker: EGIO) common stock. **You must provide documentation (such as brokerage confirmations or account statements) for each transaction listed. Failure to provide this documentation could delay verification or result in rejection of your claim.**

A. HOLDINGS AS OF FEBRUARY 11, 2021 (day prior to start of Class Period): Number of shares of Limelight common stock you held as of the close of trading on February 11, 2021:

B. PURCHASES/ACQUISITIONS FROM FEBRUARY 12, 2021 THROUGH JUNE 9, 2023²:

Trade Date (MM/DD/YYYY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price

(Attach additional sheets if necessary)

C. SALES FROM FEBRUARY 12, 2021 THROUGH JUNE 9, 2023:

Trade Date (MM/DD/YYYY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price

(Attach additional sheets if necessary)

² Information requested about your purchases from March 11, 2023 (the day after the last day of the Class Period) through and including the close of trading on June 9, 2023 is required to allow the Claims Administrator to confirm that you have reported all relevant transactions. However, shares purchased between March 11, 2023 and June 9, 2023 are not eligible for a recovery because they were not purchased within the Class Period.

D. HOLDINGS AS OF JUNE 9, 2023 (end of 90-day lookback period): Number of shares of Edgio common stock you held as of close of trading on June 9, 2023: _____

If you need more space to include all your transactions, please complete additional schedules in the same format as above (or copy or download the above and complete additional copies), and attach them to this Proof of Claim. Print the beneficial owner's full name and the last four digits of their taxpayer identification number on each additional page.

YOU MUST ALSO READ AND SIGN THE RELEASE IN SECTION V BELOW.
FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Settlement Agreement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the District of Arizona with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Limelight/Edgio common stock during the Class Period and know of no other Person having done so on my (our) behalf.

V. RELEASE

I (We) hereby acknowledge that this Settlement represents full and complete satisfaction of all Released Plaintiff's Claims against the Released Defendant Persons, and I (we), on behalf of myself (ourselves) and all of my (our) heirs, executors, trusts, trustees, administrators, predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall be deemed to have, fully, finally, and forever waived, comprised, settled, discharged, dismissed, extinguished, and released each and every one of the Released Plaintiff's Claims against each and every one of the Released Defendant Persons, as those terms are defined in the Notice and Stipulation and Agreement of Settlement, and shall forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Plaintiff's Claims in any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum against any and all of the Released Defendant Persons.

VI. CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. I (We) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation.
2. The claimant(s) did not submit a request for exclusion from the Settlement Class.

3. I (We) hereby warrant and represent that I (we) have not assigned or transferred, or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

4. I (We) hereby warrant and represent that I (we) have included all information requested in Part 2 of this Proof of Claim, including all purchases, acquisitions, and sales of Limelight/Edgio common stock during the relevant periods, and the number of shares held at the close of trading on February 11, 2021 and June 9, 2023.

5. I am (we are) NOT subject to backup tax withholding. (Note: If you have been notified by the IRS that you are subject to backup withholding, please strike out the prior sentence.)

6. I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action.

[CLAIMANTS MUST SIGN ON NEXT PAGE]

I (We) declare under penalty of perjury under the laws of the United States that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____
(Month and Year)

in _____ , _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(If you are not signing this Proof of Claim in your individual capacity, type or print (a) the legal name of the Claimant, and (b) the capacity in which you are signing on behalf of the Claimant, e.g., as corporate officer, executor or administrator.)

*ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.*

REMINDER CHECKLIST:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. ***Do not send originals*** of any documentation, as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. The Claims Administrator will acknowledge receipt of your claim by mail within 45 days of receipt. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgment postcard within 45 days, please contact the Claims Administrator at (877) 719-1806.
6. If you move, please send your new address to the address below.
7. ***Do not use red pen or highlighter*** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER
THAN _____, 2026, ADDRESSED AS FOLLOWS:**

Edgio, Inc. Securities Litigation
c/o A.B. Data Ltd.
P.O. Box 173037
Milwaukee, WI 53217

**OR, submit online no later than _____, 2026 using the portal at
www.EdgioSecuritiesLitigation.com**

If you have any questions regarding how to submit a properly completed proof of claim form in this matter, you may contact the Claims Administrator by email at info@EdgioSecuritiesLitigation.com, or by phone at (877) 719-1806.

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Peter Frouws, individually and on behalf of
all others similarly situated, et al.,

Plaintiff,

v.

Robert Lyons; Daniel Boncel; and Stephen
Cumming,

Defendants.

Civil Action No. 2:23-cv-00691-PHX-DJH

Hon. Diane J. Humetewa

EXHIBIT A-3

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

Civil Action No. 2:23-cv-00691-PHX-DJH

**SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED
SETTLEMENT; (II) SETTLEMENT HEARING; AND (III) MOTION FOR
ATTORNEYS' FEES AND LITIGATION EXPENSES**

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR ACQUIRED THE
COMMON STOCK OF LIMELIGHT NETWORKS, INC. (TICKER: LLNW)
AND/OR EDGIO, INC. (TICKER: EGIO) BETWEEN FEBRUARY 12, 2021 AND
MARCH 10, 2023, INCLUSIVE (THE "CLASS PERIOD").**

**TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT
A PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") BY
_____, 2026.**

*THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A SOLICITATION FROM A
LAWYER. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY*

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Arizona (the "Court"), that the above-captioned litigation (the "Action") is pending in the Court.

YOU ARE HEREBY FURTHER NOTIFIED that Lead Plaintiff David Frouws has reached a proposed settlement of the Action, on behalf of the Settlement Class, for \$15,000,000 in cash (the "Settlement"), that, if approved, will resolve all claims in the Action.

A hearing will be held on _____, 2026 at _____.m. Mountain Time, before the Honorable Diane J. Humetewa at the Sandra Day O'Connor U.S. Courthouse, Suite 624, 401 W. Washington St., SPC 81, Phoenix, AZ 85003-2161, for the purpose of determining whether: (i) the Settlement, as set forth in the Stipulation, for \$15,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (ii) the Judgment, as provided under the Stipulation, should be entered; (iii) Co-Lead Counsel should be awarded attorneys' fees and litigation expenses out of the Settlement Fund and, if so, in what amount; (iv) Lead Plaintiff should receive an award to be paid out of the Settlement Fund and, if so, in what amount; and (v) the Plan of Allocation should be approved.

This is a securities class action. Lead Plaintiff alleges that, during the Class Period, Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. Specifically, Lead Plaintiff alleges that, during the Class Period, Defendants made materially false and misleading statements and omissions concerning the company's financial condition, and are further liable as control persons. Lead Plaintiff contends that, as a result, Settlement Class Members suffered damages. Defendants deny all allegations of wrongdoing and liability. The Settlement is a compromise and is not an admission of liability.

**IF YOU PURCHASED OR ACQUIRED THE COMMON STOCK OF LIMELIGHT
NETWORKS, INC. (TICKER: LLNW) AND/OR EDGIO, INC. (TICKER: EGIO)
DURING THE CLASS PERIOD, YOUR RIGHTS MAY BE AFFECTED BY THE
SETTLEMENT OF THIS ACTION.** If you have not received a detailed Notice of (I) Pendency

of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses ("Notice") and Proof of Claim and Release form ("Proof of Claim"), you may obtain copies by visiting the Settlement website at www.EdgioSecuritiesLitigation.com, or by contacting the Claims Administrator at:

Edgio, Inc. Securities Litigation

c/o A.B. Data Ltd.

P.O. Box 173037

Milwaukee, WI 53217

If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim by mail (postmarked no later than _____, 2026) or electronically (submitted no later than _____, 2026), establishing that you are entitled to recovery. **IF YOU DO NOT TIMELY SUBMIT A VALID PROOF OF CLAIM, YOU WILL NOT SHARE IN THE SETTLEMENT, BUT YOU WILL STILL BE BOUND BY THE RELEASES, JUDGMENT, AND ALL OTHER ORDERS AND DETERMINATIONS OF THE COURT.**

If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice so that it is postmarked no later than _____, 2026, in the manner and form explained in the Notice. The Court will exclude from the Settlement Class any Member who timely and validly requests exclusion. If you properly exclude yourself, you will not be bound by any judgments or orders entered in the Action and will not be eligible to share in the Net Settlement Fund.

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be bound by the Settlement, including the release of claims set forth therein, and by any judgment or orders entered by the Court in the Action, whether favorable or unfavorable.

Any objections to the Settlement, the proposed Plan of Allocation, Co-Lead Counsel's request for attorneys' fees and litigation expenses, and/or Lead Plaintiff's request for a service award must be filed with the Court and served on counsel no later than _____, 2026, in the manner and form explained in the Notice.

Any Settlement Class Member who does not request exclusion may, if desired, enter an appearance through an attorney of the Member's own choosing and at the Member's own expense. If you do not enter an appearance through your own attorney, you will be represented by Co-Lead Counsel.

Inquiries, other than requests for the Notice or Proof of Claim, may be made to Co-Lead Counsel:

SCOTT+SCOTT ATTORNEYS AT LAW LLP

William C. Fredericks

The Helmsley Building

230 Park Avenue, 24th Floor

New York, New York 10169

**PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS,
OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

Dated: _____

BY ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE DISTRICT OF ARIZONA

**UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA**

PETER FROUWS, individually and on	)	No. 2:23-cv-00691-PHX-DJH
behalf of all others similarly situated, et al.,	)	
	)	Hon. Diane J. Humetewa
Plaintiff,	)	
	)	
v.	)	
	)	
ROBERT LYONS; DANIEL BONCEL;	)	
AND STEPHEN CUMMING,	)	
	)	
Defendants.	)	
	)	
	)	

EXHIBIT B

**[PROPOSED] JUDGMENT AND ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

1 WHEREAS, on February 11, 2026, the Parties to the above-captioned action (the
 2 “Action”) entered into a Stipulation and Agreement of Settlement (“Stipulation” or
 3 “Settlement”), which is subject to review by this Court and which, together with the
 4 exhibits thereto, sets forth the terms and conditions for the Settlement and dismissal with
 5 prejudice of the claims alleged in the Action;¹

6 WHEREAS, on _____, 2026, the Court entered an order preliminarily
 7 approving the Settlement (the “Preliminary Approval Order”) which, *inter alia*, found that
 8 the parties had made the required showings under Fed. R. Civ. P. 23(e)(1)(B), and
 9 approved the form and manner of notice of the Settlement to be given to the Settlement
 10 Class;

11 WHEREAS, it appears in the record that the Notice substantially in the form
 12 approved by the Court in its Preliminary Approval Order was mailed to all reasonably
 13 identifiable Settlement Class Members and posted on the settlement website established
 14 by the Claims Administrator in this matter in accordance with the Preliminary Approval
 15 Order;

16 WHEREAS, it appears in the record that the Summary Notice, substantially in the
 17 form approved by the Court, was published in accordance with the Preliminary Approval
 18 Order;

19 WHEREAS, on the ____th day of _____ 2026, following issuance of
 20 notice of the Settlement to the Settlement Class, the Court held a Settlement Hearing to
 21 determine: (1) whether the terms and conditions of the Stipulation of Settlement are fair,
 22 reasonable and adequate, and should be approved; (2) whether judgment should be entered

23 _____
 24 ¹ As used herein, the term “Parties” means (i) plaintiff Peter Frouws (“Lead Plaintiff”), and
 25 (ii) defendants Robert A. Lyons, Daniel R. Boncel, and Stephen Cumming (collectively,
 26 “Defendants”). Furthermore, the company previously known as Limelight Networks, Inc.
 27 (“Limelight”) changed its name to Edgio, Inc. (“Edgio”) on June 16, 2022. Accordingly, the term
 28 “Edgio” or “the Company,” as used in this Judgment and Order, refers to Limelight when used in
 reference to events before June 16, 2022 and refers to Edgio when used in reference to events on
 or after June 16, 2022. Similarly, the term “Edgio common stock,” as used in this Judgment and
 Order, refers to shares of the common stock of Limelight (ticker: LLNW) when referring to events
 before June 16, 2022 and refers to shares of the common stock of Edgio (ticker: EGIO) when
 referring to events on or after June 16, 2022.

1 dismissing, with prejudice, all claims asserted in the Action; (3) whether to approve the
2 proposed Plan of Allocation as a fair and reasonable method to allocate the Net Settlement
3 Fund among Settlement Class Members; (4) whether and in what amount to award Co-
4 Lead Counsel attorney's fees and expenses; and (5) whether and in what amount to grant
5 any awards to any Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4); and

6 WHEREAS, the Court has considered all matters and papers submitted to it at or
7 in connection with the Settlement Hearing and otherwise;

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 1. The provisions of the Stipulation, including definitions of the terms used
10 therein, are hereby incorporated by reference as though fully set forth herein.

11 2. For purposes of effectuating the Settlement, this Court has jurisdiction of
12 the subject matter of the Action and all matters relating to the Settlement, as well as
13 personal jurisdiction over all Parties and each of the Settlement Class Members.

14 3. The Court finds that, for settlement purposes only, the prerequisites for a
15 class action under Rule 23(a) of the Federal Rules of Civil Procedure have been satisfied
16 in that:

17 (a) the number of Settlement Class Members is so numerous that joinder of
18 all members thereof is impracticable;

19 (b) there are questions of law and fact common to the Settlement Class;

20 (c) the claims of the Lead Plaintiff are typical of the claims of the Settlement
21 Class he seeks to represent; and

22 (d) Lead Plaintiff and Co-Lead Counsel have and will continue to fairly and
23 adequately represent the interests of the Settlement Class.

24 4. The Court further finds that, for settlement purposes only, the requirements
25 for certification of a class action under Rule 23(b)(3) of the Federal Rules of Civil
26 Procedure have also been satisfied in that:

1 (a) questions of law and fact common to the members of the Settlement
2 Class predominate over any questions affecting only individual members of the Settlement
3 Class; and

4 (b) a class action is superior to other available methods for the fair and
5 efficient adjudication of the claims at issue, considering:

6 i. the class members' (lack of) interests in individually
7 controlling the prosecution or defense of separate actions;

8 ii. the extent and nature of any litigation concerning the
9 controversy already begun by or against class members;

10 iii. the desirability of concentrating the litigation of the claims in
11 this particular forum; and

12 iv. the (lack of) likely difficulties in managing a class action
13 (given, *inter alia*, that the proposed class here would be certified in the context of a
14 settlement).

15 5. Accordingly, the Court certifies this action as a class action, for purposes of
16 the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil
17 Procedure, on behalf of a Class (the "Settlement Class") consisting of all persons and
18 entities who purchased or otherwise acquired shares of Edgio common stock (including
19 shares of Limelight common stock, before the company changed its name to Edgio)
20 between February 12, 2021 and March 10, 2023, inclusive. Excluded from the Settlement
21 Class are (i) Defendants, (ii) any present or former officers and directors of Edgio during
22 the Class Period (the "Excluded D&Os"), (iii) members of Defendants' and Excluded
23 D&Os' Immediate Family, (iv) the Affiliates of any Defendant, (v) any firm, trust,
24 corporation, or other entity in which any Defendant or any other excluded person or entity
25 has or had a majority ownership interest; and (vi) the legal representatives, heirs,
26 successors, and assigns of any such excluded person or entity. For the avoidance of doubt,
27 the foregoing exclusions do not apply where the person or entity that is excluded from the
28 Settlement Class (or the entity in which such person or entity has a majority ownership

1 interest) acts as nominee, trustee, street name holder, fund manager, or in any other
2 fiduciary capacity for persons or entities who otherwise would be entitled to be included
3 in the Settlement Class. Also excluded from the Settlement Class are the persons who, or
4 entities which, have submitted requests for exclusion that have been accepted by the Court
5 and whose names are listed on the attached Exhibit A hereto.

6 6. For purposes of this Settlement only, the Court appoints Lead Plaintiff Peter
7 Frouws as class representative, and the law firms of Scott+Scott Attorneys at Law LLP
8 and The Schall Law Firm as class counsel, for the Settlement Class. Lead Plaintiff and
9 Co-Lead Counsel have fairly and adequately represented the Settlement Class both in
10 terms of litigating the Action and in negotiating the Settlement and have satisfied the
11 requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

12 7. The Court finds that the dissemination of the Notice and the publication of
13 the Summary Notice: (a) were implemented in accordance with the Preliminary Approval
14 Order; (b) constituted the best notice practicable under the circumstances; (c) constituted
15 due and sufficient notice of these proceedings and the matters set forth herein (including
16 the Settlement, the Plan of Allocation, the right to exclude themselves from the Settlement
17 Class, and the right to appear at the Settlement Hearing) to all persons and entities entitled
18 to such notice; and (d) met the requirements of due process, Rule 23 of the Federal Rules
19 of Civil Procedure, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. §78u-4(a)(7)
20 (as amended by the Private Securities Litigation Reform Act of 1995). The Court further
21 finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28
22 U.S.C. §1715, have been satisfied.

23 8. No Settlement Class Member is or shall be relieved from the terms and
24 conditions of the Settlement, including the releases provided for in the Stipulation of
25 Settlement, based upon the contention or proof that such Settlement Class Member failed
26 to receive actual or adequate notice. A full opportunity has been offered to the Settlement
27 Class Members to object to the proposed Settlement (and to participate in the hearing
28 thereon), or to exclude themselves from the Settlement Class. The Court further finds that

EX. B – [PROPOSED] JUDGMENT AND ORDER

CASE NO. No. 2:23-cv-00691-PHX-DJH

1 the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully
2 discharged.

3 9. Pursuant to, and in accordance with, Rule 23(e)(2) of the Federal Rules of
4 Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in
5 the Stipulation in all respects (including, without limitation, the amount of the Settlement,
6 the releases provided for therein, and the dismissal with prejudice of the Action), and finds
7 that the Settlement is, in all respects, fair, reasonable and adequate to Lead Plaintiff and
8 the Settlement Class. Specifically, the Court finds that (a) Lead Plaintiff and Co-Lead
9 Counsel have adequately represented the Settlement Class in connection with the Action
10 and the Settlement; (b) the Settlement was negotiated by the Parties at arm's length
11 between experienced counsel representing the interests of Defendants and the Settlement
12 Class, and with the assistance of an independent and highly experienced mediator; (c) the
13 relief provided for the Settlement Class under the Settlement is adequate taking into
14 account the costs, risks, and delay of trial and appeal and the proposed means of
15 distributing the Settlement Fund to the Settlement Class; and (d) the Settlement treats all
16 members of the Settlement Class equitably relative to each other. The Parties are directed
17 to implement, perform, and consummate the Settlement in accordance with the terms and
18 provisions contained in the Stipulation.

19 10. The Action and all of the claims asserted against Defendants in the Action
20 by Lead Plaintiff and on behalf of the other Settlement Class Members are hereby
21 dismissed with prejudice as to all Defendants. The Parties shall bear their own costs and
22 expenses, except as expressly provided in the Stipulation.

23 11. The terms of the Stipulation and of this Judgment shall be forever binding
24 on Defendants, Lead Plaintiff, and all other Settlement Class Members (regardless of
25 whether or not any individual Settlement Class Member submits a Claim Form or seeks
26 or obtains a distribution from the Net Settlement Fund), as well as their respective
27 successors and assigns, provided, however, that the Persons and entities listed on Exhibit
28

1 A hereto are excluded from the Settlement Class pursuant to request and are not bound by
2 the terms of the Stipulation or this Judgment.

3 12. All Released Claims, as defined in the Stipulation, are released in
4 accordance with, and as provided in, the Stipulation. Accordingly, this Court orders that:

5 (a) Upon the Effective Date, Lead Plaintiff and each Settlement Class
6 Member, on behalf of themselves, and their respective heirs, executors, administrators,
7 predecessors, successors, and assigns, in their capacities as such, shall be deemed to have,
8 and by operation of this Judgment shall have, fully, finally, and forever released,
9 relinquished, and discharged all Released Plaintiff's Claims against each and every one of
10 the Released Defendant Persons, whether or not such Settlement Class Member executes
11 and delivers a Proof of Claim and Release.

12 (b) Upon the Effective Date, Defendants, on behalf of themselves and
13 each of their respective heirs, executors, trusts, trustees, administrators, predecessors,
14 successors, assigns, representatives, agents, and attorneys, in their capacities as such, shall
15 be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever
16 released all Released Defendants' Claims against each and every one of the Released
17 Plaintiff Persons.

18 13. All Settlement Class Members who have not objected to the Settlement in
19 the manner provided in the Notice are deemed to have waived any objections by appeal,
20 collateral attack, or otherwise. No Settlement Class Member will be relieved from the
21 terms and conditions of the Settlement, including the releases provided pursuant thereto,
22 based upon the contention or proof that such Settlement Class Member failed to receive
23 actual or adequate notice.

24 14. Lead Plaintiff and all Settlement Class Members are hereby barred and
25 enjoined from instituting, commencing, maintaining, or prosecuting in any court or
26 tribunal any of the Released Plaintiff's Claims against any of the Released Defendants'
27 Persons. Claims to enforce the terms of the Stipulation are not released.
28

1 15. Neither this Judgment, nor the Stipulation (whether or not consummated,
2 and including the exhibits thereto and the Plan of Allocation or any other plan of allocation
3 that may be approved by the Court), nor the negotiations leading to the execution of the
4 Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation,
5 or the approval of the Settlement (including any arguments proffered in connection
6 therewith) shall be:

7 (a) offered against any of the Released Defendant Persons as evidence of,
8 or construed as, or deemed to be evidence of any presumption, concession, or admission by
9 any of the Released Defendant Persons with respect to the truth of any fact alleged by Lead
10 Plaintiff or the validity of any claim that was or could have been asserted or the deficiency
11 of any defense that has been or could have been asserted in this Action or in any other
12 litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of
13 the Released Defendant Persons or in any way referred to for any other reason as against
14 any of the Released Defendant Persons, in any arbitration proceeding or other civil,
15 criminal, or administrative action or proceeding, other than such proceedings as may be
16 necessary to effectuate the provisions of the Stipulation;

17 (b) offered against any of the Released Plaintiff Persons, as evidence of,
18 or construed as, or deemed to be evidence of any presumption, concession, or admission by
19 any of the Released Plaintiff Persons that any of their claims are without merit, that any of
20 the Released Defendant Persons had meritorious defenses, or that damages recoverable
21 under the Complaint would not have exceeded the Settlement Amount or with respect to
22 any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any
23 other reason as against any of the Released Plaintiff Persons, in any arbitration proceeding
24 or other civil, criminal, or administrative action or proceeding, other than such proceedings
25 as may be necessary to effectuate the provisions of the Stipulation; or

26 (c) construed against any of the Released Persons as an admission,
27 concession, or presumption that the consideration to be given hereunder represents the
28 amount which could be or would have been recovered after trial; *provided, however*, that

1 the Parties and the Released Persons and their respective counsel may refer to it to effectuate
2 the protections from liability granted hereunder or to otherwise to enforce the terms of the
3 Settlement; and *provided, further*, notwithstanding the foregoing, any of the Released
4 Persons may file the Stipulation, this Judgment, or order of the Court related hereto in any
5 other action that has been or may be brought against them, in order to support any and all
6 defenses or counterclaims based on *res judicata*, collateral estoppel, good-faith settlement,
7 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or
8 similar defense or counterclaim.

9 16. The Court hereby finds that the Plan of Allocation is fair and reasonable,
10 and the Claims Administrator is directed to administer the Settlement in accordance with
11 the Stipulation and the Plan of Allocation.

12 17. The Court hereby finds and concludes that the formula for the calculation of
13 the claims of Authorized Claimants, which is set forth in the Notice sent to Settlement
14 Class Members, provides a fair and reasonable basis upon which to allocate the proceeds
15 of the Net Settlement Fund established by the Stipulation among Settlement Class
16 Members, with due consideration having been given to administrative convenience and
17 necessity.

18 18. The Court finds and concludes that, during the course of the Action, the
19 Parties and each of their respective counsel at all times complied with the requirements of
20 Rule 11 of the Federal Rules of Civil Procedure and all other similar statutes.

21 19. Without further order of the Court, the Parties may agree in writing to such
22 amendments, modifications, and expansions of the Stipulation and reasonable extensions
23 of time to carry out any of the provisions of the Stipulation, provided that such
24 amendments, modifications, expansions, and extensions do not materially alter the rights
25 of the Settlement Class Members, Released Plaintiff Persons, or Released Defendants'
26 Persons under the Stipulation.

27 20. Without affecting the finality of this Judgment in any way, this Court retains
28 continuing jurisdiction over: (a) implementation of the Settlement and any award or

1 distribution of the Settlement Fund, including interest earned thereon; (b) disposition of
2 the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation
3 Expenses by Co-Lead Counsel in the Action that will be paid from the Settlement Fund;
4 (d) any motion for a service award payable from the Settlement Fund; (e) all Parties hereto
5 for the purpose of construing, enforcing, and administering the Stipulation; and (f) the
6 Settlement Class Members for all matters relating to the Action.

7 21. Separate orders shall be entered regarding (a) the motion of Co-Lead
8 Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses; and
9 (b) the motion for a service award for Lead Plaintiff. Such orders shall in no way affect
10 or delay the finality of this Judgment and shall not affect or delay the Effective Date of
11 the Settlement.

12 22. If the Effective Date of the Settlement fails to occur, then, in any such event,
13 (a) this Order shall be vacated, rendered null and void, and be of no further force and
14 effect, except as otherwise provided in the Stipulation, and this Order shall be without
15 prejudice to any Party; (b) the Stipulation, including any amendment(s) thereof, shall be
16 null and void and of no further force or effect (except to the extent otherwise expressly
17 provided in the Stipulation), without prejudice to any Party, and may not be introduced as
18 evidence or referred to in the Action, or any action or proceeding by any Person for any
19 purpose, and (c) each Party shall be restored to his, her, or its respective position as it
20 existed immediately prior to December 9, 2025, and the Parties shall promptly confer on
21 a new scheduling stipulation to govern further proceedings in the Action, as provided in
22 the Stipulation.

23 23. There is no just reason for delay in the entry of this Judgment and Order
24 Granting Final Approval of Class Action Settlement, and immediate entry by the Clerk of
25 the Court is expressly directed.

26 IT IS SO ORDERED.
27
28