

**EXHIBIT A**

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

HOLLYWOOD FIREFIGHTERS’  
PENSION FUND, WEST PALM  
BEACH FIREFIGHTERS’ PENSION  
FUND, and SHEET METAL  
WORKERS’ LOCAL UNION NO. 80  
PENSION TRUST FUND, on behalf of  
themselves and all others similarly  
situated,

Plaintiffs,

v.

JOHN C. MALONE, GREGORY B.  
MAFFEI, GREGG L. ENGLER,  
RONALD A. DUNCAN, DONNE F.  
FISHER, and RICHARD R. GREEN,

Defendants.

C.A. No. 2020-0880-SG

**SCHEDULING ORDER**

WHEREAS, a stockholder action is pending in this Court, entitled *Hollywood Firefighters’ Pension Fund, et al. v. Malone, et al.*, C.A. No. 2020-0880-SG (the “Action”);

WHEREAS, plaintiffs Hollywood Firefighters’ Pension Fund (“Hollywood”) and Sheet Metal Workers’ Local Union No. 80 Pension Trust Fund (“Sheet Metal Workers,” and together with Hollywood, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); (ii) defendants John C. Malone, Gregory B.

Maffei, Gregg L. Engles, Ronald A. Duncan, Donne F. Fisher, and Richard R. Green (collectively, “Defendants”); and (iii) Grizzly Merger Sub 1, LLC (“Grizzly Merger Sub”), as successor-by-merger to GCI Liberty, Inc. (“GCI Liberty” or the “Company”) (Plaintiffs, Defendants, and Grizzly Merger Sub, together, the “Settling Parties”) have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement, Compromise, and Release entered into by the Settling Parties dated June 14, 2021 (the “Stipulation”); and

WHEREAS, in accordance with the Stipulation, Plaintiffs and Defendants have made an application, pursuant to Court of Chancery Rule 23, for entry of a scheduling order in accordance with the Stipulation, approving the form and content of the notice of the Settlement to the Settlement Class, and scheduling the date and time for the Settlement Hearing; and

WHEREAS, the Court having read and considered the Stipulation and the exhibits attached thereto; the Stipulation being sufficient to warrant notice to the Settlement Class; and all Settling Parties having consented to the entry of this Order.

**NOW THEREFORE, IT IS HEREBY ORDERED**, this 30th day of June, 2021, as follows:

1. **Definitions:** Unless otherwise defined herein, capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over Plaintiffs, Defendants, Grizzly Merger Sub, and each of the Class Members.

3. **Preliminary Class Certification for Settlement Purposes:** The Court hereby preliminarily certifies, solely for purposes of effectuating the proposed Settlement, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of a Settlement Class consisting of all holders of GCI Liberty Series A common stock as of December 18, 2020, the date of the consummation of the merger of GCI Liberty and Liberty Broadband Corporation (“Liberty Broadband”) (the “Merger”). Excluded from the Settlement Class are: (i) Defendants, GCI Liberty, Liberty Broadband, and Grizzly Merger Sub; (ii) members of the Immediate Families of Defendants; (iii) the subsidiaries and controlled affiliates of GCI Liberty, Liberty Broadband, and Grizzly Merger Sub and the parents of Grizzly Merger Sub; (iv) any person who is, or was at the time of the Closing, an Officer or director of GCI Liberty, Liberty Broadband, Grizzly Merger Sub and members of the Immediate Families of such Officers and directors; (v) any individual Defendant’s trusts that owned or held any shares of GCI Liberty stock, including the trusts identified in the definitive proxy statement for the Merger; and

(vi) any entity that held shares of GCI Liberty beneficially owned by any individual Defendant, where such Defendant individually or with his Immediately Family owned 50% or more of the voting or equity power in such entity at the time of the Merger. For the avoidance of doubt, the Settlement will not provide any consideration based on Performance Stock Units (or “PSUs”), options, or other equity awards held by GCI Liberty employees, directors, or Officers at the time of the Merger.

4. Solely for purposes of the Settlement, Plaintiffs Hollywood and Sheet Metal Workers are preliminarily appointed as representatives for the Settlement Class and Bernstein Litowitz Berger & Grossmann LLP (“Plaintiffs’ Lead Counsel”) are preliminarily appointed as counsel for the Settlement Class.

5. **Settlement Hearing:** The Court will hold a hearing (the “Settlement Hearing”) on October 5, 2021, at 1:30 p.m., at the Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, DE 19947, or by telephone or videoconference (in the discretion of the Court), to determine: (i) whether the Action may be permanently maintained as a non-opt out class action and whether the Settlement Class should be certified permanently, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2); (ii) whether Plaintiffs may be permanently designated as representatives for the Settlement Class and Plaintiffs’ Lead Counsel as counsel

for the Settlement Class, and whether Plaintiffs and Plaintiffs' Lead Counsel have adequately represented the interests of the Settlement Class in the Action; (iii) whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court; (iv) whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice against Defendants; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) whether the application by Plaintiffs' Counsel for an award of attorneys' fees and Litigation Expenses in connection with the benefits achieved under the Settlement should be approved; and (vii) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Class Members as set forth in paragraph 10 of this Order.

6. The Court reserves the right to adjourn and reconvene the Settlement Hearing, including consideration of the proposed Plan of Allocation and Plaintiffs' Counsel's fee and expense application, without further notice to the Settlement Class other than by announcement at the Settlement Hearing or any adjournment thereof.

7. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Settling Parties and without further notice to the Settlement Class.

8. The Court may decide to hold the Settlement Hearing by telephone or video conference without further notice to the Settlement Class. Any Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement website for any change in date, time, or format of the hearing.

9. **Retention of Settlement Administrator and Manner of Giving Notice:** Plaintiffs' Lead Counsel is hereby authorized to retain A.B. Data, Ltd. as the settlement administrator (the "Settlement Administrator") to provide notice to the Settlement Class and administer the Settlement, including the allocation and distribution of the Settlement Fund. Notice of the Settlement and the Settlement Hearing shall be given as follows:

(a) Defendants have provided to Plaintiffs' Lead Counsel, at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, in electronic format, the stockholder register from GCI Liberty's transfer agent containing the names and mailing addresses for all registered holders of GCI Liberty Series A common stock as of December 18, 2020;

(b) Beginning not later than fifteen (15) business days after the date of entry of this Order (such date that is fifteen (15) business days after the date of entry of this Order, the “Notice Date”), the Settlement Administrator shall cause a copy of the Notice, substantially in the form attached to the Stipulation as Exhibit B, to be mailed by First-Class U.S. Mail to potential Class Members at the addresses set forth in the records provided or caused to be provided by Defendants, or who otherwise may be identified through further reasonable effort;

(c) Not later than the Notice Date, the Settlement Administrator shall post a copy of the Notice on the website established for the Settlement;

(d) Not later than ten (10) business days after the Notice Date, the Settlement Administrator shall cause the Summary Notice, substantially in the form attached to the Stipulation as Exhibit C, to be published once in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire*; and

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

10. **Approval of Form and Content of Notice:** The Court: (a) approves, as to form and content, the Notice, attached to the Stipulation as Exhibit B, and the Summary Notice, attached to the Stipulation as Exhibit C, and (b) finds that the mailing of the Notice and publication of the Summary Notice in the manner and

form set forth in paragraph 9 of this Order: (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, the effect of the proposed Settlement (including the Releases to be provided thereunder), proposed Plan of Allocation, Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses in connection with the Settlement, and Class Members' rights to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiffs' Counsel's fee and expense application, and to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively.

11. **Nominees Procedures:** Brokers and other nominees that held shares of GCI Liberty Series A common stock on December 18, 2020 as record holders for the benefit of another person or entity shall either: (i) within seven (7) calendar days of receipt of the Notice, request from the Settlement Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or

(ii) within seven (7) calendar days of receipt of the Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator, in which event the Settlement Administrator shall promptly mail the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought.

12. Brokers and other nominees that hold securities in their name on behalf of a beneficial owner are hereby ordered to provide information deemed necessary by the Settlement Administrator to assist eligible Class Members in connection with determining their entitlement to the Net Settlement Fund and to distribute the Net Settlement Fund consistent with the terms of the Plan of Allocation (or such other plan of allocation approved by the Court).

13. **Appearance at Settlement Hearing and Objections:** Unless the Court orders otherwise, any Class Member may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing with the Register in Chancery and delivering a notice of appearance to Plaintiffs' Lead Counsel and Defendants' Counsel, at the addresses set forth in paragraph 14 below, such that it is received no later than fourteen (14) calendar days

prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Plaintiffs' Lead Counsel, and shall be deemed to have waived and forfeited any and all rights he, she, or it may otherwise have to appear separately at the Settlement Hearing.

14. Any Class Member may file a written objection to the proposed Settlement, Plan of Allocation, and/or Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses ("Objector"), if he, she, or it has any cause, why the proposed Settlement, Plan of Allocation, and/or the application for an award of attorneys' fees and Litigation Expenses should not be approved; *provided, however,* that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation, and/or the application for an award of attorneys' fees and Litigation Expenses unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, DE 19947, and served (electronically by File & Serve*Xpress*, by hand, by First-Class U.S. Mail, or by express service) copies of the objection upon each of the following counsel at the following addresses such that they are received no later than fourteen (14) calendar days prior to the Settlement Hearing, with copies also emailed to markl@blbglaw.com, joseph.larkin@skadden.com,

richard.harper@bakerbotts.com, knachbar@morrisonichols.com, and  
douglas.herrmann@troutman.com:

*Plaintiffs' Lead Counsel:* Mark Lebovitch, Bernstein Litowitz Berger &  
Grossmann LLP, 1251 Avenue of the Americas, New York, NY 10020.

*Defendants' Counsel:* Joseph O. Larkin, Skadden, Arps, Slate, Meagher &  
Flom LLP, 920 N. King Street, 7<sup>th</sup> Floor, Wilmington, DE 19801; Richard Harper,  
Baker Botts LLP, 30 Rockefeller Plaza, New York, NY 10112; Kenneth J. Nachbar,  
Morris, Nichols, Arsht & Tunnell LLP, 1201 North Market Street, Wilmington, DE  
19801; and Douglas D. Herrmann, Troutman Pepper Hamilton Sanders LLP, 1313  
Market Street, Wilmington, DE 19899-1709.

15. Any objections must identify the case name and civil action number, “*Hollywood Firefighters’ Pension Fund, et al. v. Malone, et al.*, C.A. No. 2020-0880-SG,” and they must: (i) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of his, her, or its counsel; (ii) be signed by the Objector; (iii) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the

hearing; and (iv) include documentation sufficient to prove that the Objector is a member of the Settlement Class (i.e., held shares of GCI Liberty Series A common stock as of December 18, 2020). Documentation establishing that an Objector is a member of the Settlement Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement.

16. Unless the Court orders otherwise, any Class Member who or which does not make his, her, or its objection in the manner provided herein shall: (i) be deemed to have waived and forfeited his, her, or its right to object to any aspect of the proposed Settlement, Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses; (ii) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses; and (iii) be deemed to have waived and forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement, the Plan of Allocation, or the requested or awarded attorneys' fees or Litigation Expenses.

17. **Stay and Temporary Injunction:** Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary

to carry out or enforce the terms and conditions of the Stipulation. Pending the Effective Date, (i) Plaintiffs and all other Class Members are barred and enjoined from commencing, maintaining, prosecuting, instigating, or in any way participating in the commencement, continuation, or prosecution of any action asserting any Released Plaintiffs' Claims against the Released Defendants' Persons; and (ii) Defendants, Grizzly Merger Sub, GCI Liberty, and Liberty Broadband are barred and enjoined from commencing, maintaining, prosecuting, instigating, or in any way participating in the commencement, continuation, or prosecution of any action asserting any Released Defendants' Claims against the Released Plaintiffs' Persons.

18. **Use of this Order:** Neither this Order, the Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith): (i) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that

has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (ii) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (iii) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given under the Stipulation represents the amount which could be or would have been recovered after trial; *provided, however*, that if the Stipulation is approved by the Court, the Settling Parties and the Released Persons

and their respective counsel may refer to the Stipulation to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

19. **Settlement Fund:** The contents of the Settlement Fund that will be held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

20. **Notice and Administration Costs:** All Notice and Administration Costs shall be paid or reimbursed out of the Settlement Fund in accordance with the terms of the Stipulation without further order of the Court.

21. **Taxes:** Plaintiffs' Lead Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

22. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order shall be

without prejudice to the rights of the Settling Parties or the Settlement Class; and Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on May 5, 2021, as provided in the Stipulation.

23. **Supporting Papers:** Plaintiffs' Counsel shall file and serve the opening papers in support of the proposed Settlement, Plan of Allocation, and Plaintiffs' Counsel's application for an award of attorneys' fees and Litigation Expenses no later than twenty-one (21) calendar days prior to the Settlement Hearing. Any objections to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and Litigation Expenses shall be filed and served no later than fourteen (14) calendar days prior to the Settlement Hearing. If reply papers are necessary, they are to be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

24. **Retention of Jurisdiction:** The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

25. **Extension of Deadlines:** The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to the Settlement Class.

/s/Sam Glasscock III  
Vice Chancellor