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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

IN RE STABLE ROAD
ACQUISITION CORP.
SECURITIES LITIGATION

Case No. 2:21-CV-5744-JFW(SHKx)

Honorable John F. Walter

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a consolidated class action is pending in this Court entitled *In re Stable Road Acquisition Corp. Securities Litigation*, No. 2:21-CV-5744-JFW(SHKx) (the “Action”);

WHEREAS, (a) lead plaintiff Hartmut Haenisch (“Lead Plaintiff”) on behalf of himself and the other members of the Settlement Class (defined below); and (b) defendants Stable Road Acquisition Corp. (“SRAC”), SRC-NI Holdings, LLC (“Sponsor”), Momentus Inc. (“Momentus,” and together with SRAC and Sponsor, “Corporate Defendants”) and Brian Kabot (“Kabot”), Juan Manuel Quiroga (“Quiroga”), James Norris (“Norris”), James Hofmockel (“Hofmockel”), Dawn Harms (“Harms”), and Fred Kennedy (“Kennedy”) (collectively, with Mikhail Kokorich (“Kokorich”), the “Individual Defendants”; and together with the Corporate Defendants, “Defendants”; and together with Lead Plaintiff, the “Parties”), have entered into a Stipulation and Agreement of Settlement dated August 18, 2023 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

1 WHEREAS, by Orders dated September 20, 2023 (ECF No. 181) and
2 November 22, 2023 (ECF No. 195) (collectively, the “Preliminary Approval Order”),
3 this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement
4 Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the
5 proposed Settlement be provided to potential Settlement Class Members; (d) provided
6 Settlement Class Members with the opportunity either to exclude themselves from the
7 Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing
8 regarding final approval of the Settlement;

9 WHEREAS, due and adequate notice has been given to the Settlement Class;

10 WHEREAS, the Court conducted a hearing on April 22, 2024 (the “Settlement
11 Hearing”) to consider, among other things, (a) whether the terms and conditions of
12 the Settlement are fair, reasonable and adequate to the Settlement Class, and should
13 therefore be approved; and (b) whether a judgment should be entered dismissing the
14 Action with prejudice as against the Defendants; and

15 WHEREAS, the Court having reviewed and considered the Stipulation, all
16 papers filed and proceedings held herein in connection with the Settlement, all oral
17 and written comments received regarding the Settlement, and the record in the Action,
18 and good cause appearing therefor;

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

20 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the
21 Action, and all matters relating to the Settlement, as well as personal jurisdiction over
22 all of the Parties and each of the Settlement Class Members.

23 2. **Incorporation of Settlement Documents** – This Judgment incorporates
24 and makes a part hereof: (a) the Stipulation filed with the Court on August 30, 2023;
25 and (b) the Notice and the Summary Notice, both of which were filed with the Court
26 on March 18, 2024.

27 3. **Class Certification for Settlement Purposes** – The Court hereby
28 affirms its determinations in the Preliminary Approval Order certifying, for the

1 purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a)
2 and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class
3 consisting of all persons and entities that purchased or otherwise acquired SRAC
4 Securities¹ between October 7, 2020 and July 13, 2021, inclusive (“Settlement Class
5 Period”), and were damaged thereby. Excluded from the Settlement Class are:
6 (i) Defendants; (ii) any person who served as an executive officer and/or director of
7 the Corporate Defendants during the Settlement Class Period (including Edward
8 Freedman, Ann Kono, and Marc Lehmann), and members of their Immediate Family;
9 (iii) present and former parents, subsidiaries, assigns, successors, affiliates, and
10 predecessors of Corporate Defendants; (iv) any entity in which Defendants have or
11 had a controlling interest during the Settlement Class Period; (v) any trust of which
12 any Individual Defendant is the settlor or that is for the benefit of any Individual
13 Defendant and/or member(s) of their Immediate Family; (vi) John Rood, and his
14 Immediate Family; and (vii) the legal representatives, heirs, successors, and assigns
15 of any person or entity excluded under provisions (i) through (vi) hereof. [Also
16 excluded from the Settlement Class are the persons and entities listed on Exhibit 1
17 hereto who or which are excluded from the Settlement Class pursuant to request.]

18 4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules
19 of Civil Procedure, and for the purposes of the Settlement only, the Court hereby
20 affirms its determinations in the Preliminary Approval Order certifying Lead Plaintiff
21 as the Class Representative for the Settlement Class and appointing Lead Counsel as
22 Class Counsel for the Settlement Class. Lead Plaintiff and Lead Counsel have fairly
23 and adequately represented the Settlement Class both in terms of litigating the Action
24 and for purposes of entering into and implementing the Settlement and have satisfied
25 the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

26 _____
27 ¹ “SRAC Securities” means publicly traded SRAC units, publicly traded SRAC Class
28 A common stock, and publicly traded SRAC warrants.

1 5. **Notice** – The Court finds that the dissemination of the Notice and the
2 publication of the Summary Notice: (a) were implemented in accordance with the
3 Preliminary Approval Order; (b) constituted the best notice practicable under the
4 circumstances; (c) constituted notice that was reasonably calculated, under the
5 circumstances, to apprise Settlement Class Members of (i) the pendency of the Action;
6 (ii) the effect of the proposed Settlement (including the Releases to be provided
7 thereunder); (iii) Lead Counsel’s motion for an award of attorneys’ fees and
8 reimbursement of Litigation Expenses; (iv) their right to object to any aspect of the
9 Settlement, the Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees
10 and reimbursement of Litigation Expenses; (v) their right to exclude themselves from
11 the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d)
12 constituted due, adequate, and sufficient notice to all persons and entities entitled to
13 receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule
14 23 of the Federal Rules of Civil Procedure, the United States Constitution (including
15 the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15
16 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

17 6. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and
18 in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby
19 fully and finally approves the Settlement set forth in the Stipulation in all respects
20 (including, without limitation: the amount of the Settlement; the Releases provided
21 for therein; and the dismissal with prejudice of the claims asserted against Defendants
22 in the Action), and finds that the Settlement is, in all respects, fair, reasonable and
23 adequate to the Settlement Class. The Parties are directed to implement, perform and
24 consummate the Settlement in accordance with the terms and provisions contained in
25 the Stipulation.

26 7. The Action and all of the claims asserted against Defendants in the
27 Action by Lead Plaintiff and the other Settlement Class Members are hereby
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1 dismissed with prejudice. The Parties shall bear their own costs and expenses, except
2 as otherwise expressly provided in the Stipulation.

3 8. **Binding Effect** – The terms of the Stipulation and of this Judgment shall
4 be forever binding on Defendants, Lead Plaintiff and all other Settlement Class
5 Members (regardless of whether or not any individual Settlement Class Member
6 submits a Claim Form or seeks or obtains a distribution from the Net Settlement
7 Fund), as well as their respective successors and assigns. [The persons and entities
8 listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request
9 and are not bound by the terms of the Stipulation or this Judgment.]

10 9. **Releases** – The Releases set forth in paragraphs 5 and 6 of the
11 Stipulation, together with the definitions contained in paragraph 1 of the Stipulation
12 relating thereto, are expressly incorporated herein in all respects. The Releases are
13 effective as of the Effective Date. Accordingly, this Court orders that:

14 (a) Without further action by anyone, and subject to paragraph 10
15 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other
16 Settlement Class Members, on behalf of themselves, and on behalf of any other person
17 or entity legally entitled to bring Released Plaintiff’s Claims on behalf of the
18 respective Settlement Class Member in such capacity only, shall be deemed to have,
19 and by operation of law and of the judgment shall have, fully, finally and forever
20 compromised, settled, released, resolved, relinquished, waived and discharged each
21 and every Released Plaintiff’s Claim against the Defendants and the other
22 Defendants’ Releasees, and shall forever be barred and enjoined from prosecuting any
23 or all of the Released Plaintiff’s Claims against any of the Defendants and the other
24 Defendants’ Releasees. This Release shall not apply to any of the Excluded Claims
25 (as that term is defined in paragraph 1(s) of the Stipulation).

26 (b) Without further action by anyone, and subject to paragraph 10
27 below, upon the Effective Date of the Settlement, Defendants, on behalf of
28 themselves, and on behalf of any other person or entity legally entitled to bring

1 Released Defendants' Claims on behalf of Defendants in such capacity only, shall be
2 deemed to have, and by operation of law and of the judgment shall have, fully, finally
3 and forever compromised, settled, released, resolved, relinquished, waived and
4 discharged each and every Released Defendants' Claim against Lead Plaintiff and the
5 other Plaintiff's Releasees, and shall forever be barred and enjoined from prosecuting
6 any or all of the Released Defendants' Claims against any of the Plaintiff's Releasees.

7 [This Release shall not apply to any person or entity listed on Exhibit 1 hereto.]

8 10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment
9 shall bar any action by any of the Parties to enforce or effectuate the terms of the
10 Stipulation or this Judgment.

11 11. **Rule 11 Findings** – The Court finds and concludes that the Parties and
12 their respective counsel have complied in all respects with the requirements of Rule
13 11 of the Federal Rules of Civil Procedure in connection with the institution,
14 prosecution, defense, and settlement of the Action.

15 12. **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation
16 (whether or not consummated), including the exhibits thereto and the Plan of
17 Allocation contained therein (or any other plan of allocation that may be approved by
18 the Court), the negotiations leading to the execution of the Term Sheet and the
19 Stipulation, nor any proceedings taken pursuant to or in connection with the Term
20 Sheet, the Stipulation and/or approval of the Settlement (including any arguments
21 proffered in connection therewith):

22 (a) shall be offered against any of the Defendants' Releasees as
23 evidence of, or construed as, or deemed to be evidence of any presumption,
24 concession, or admission by any of the Defendants' Releasees with respect to the truth
25 of any fact alleged by Lead Plaintiff or the validity of any claim that was or could
26 have been asserted or the deficiency of any defense that has been or could have been
27 asserted in this Action or in any other litigation, or of any liability, negligence, fault,
28 or other wrongdoing of any kind of any of the Defendants' Releasees or in any way

1 referred to for any other reason as against any of the Defendants' Releasees, in any
2 civil, criminal or administrative action or proceeding, other than such proceedings as
3 may be necessary to effectuate the provisions of the Stipulation;

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

14 (c) shall be construed against any of the Releasees as an admission,
15 concession, or presumption that the consideration to be given under the Settlement
16 represents the amount which could be or would have been recovered after trial;
17 *provided, however*, that the Parties and the Releasees and their respective counsel may
18 refer to this Judgment and the Stipulation to effectuate the protections from liability
19 granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

20 13. **Retention of Jurisdiction** – Without affecting the finality of this
21 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:

22 (a) the Parties for purposes of the administration, interpretation, implementation and
23 enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any
24 motion for an award of attorneys' fees and/or Litigation Expenses by Lead Counsel
25 in the Action that will be paid from the Settlement Fund; (d) any motion to approve
26 the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and
27 (f) the Settlement Class Members for all matters relating to the Action.

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1 14. Separate orders shall be entered regarding approval of a plan of
2 allocation and the motion of Lead Counsel for an award of attorneys’ fees and
3 reimbursement of Litigation Expenses. Such orders shall in no way affect or delay
4 the finality of this Judgment and shall not affect or delay the Effective Date of the
5 Settlement.

6 15. **Modification of the Agreement of Settlement** – Without further
7 approval from the Court, Lead Plaintiff and Defendants are hereby authorized to agree
8 to and adopt such amendments or modifications of the Stipulation or any exhibits
9 attached thereto to effectuate the Settlement that: (a) are not materially inconsistent
10 with this Judgment; and (b) do not materially limit the rights of Settlement Class
11 Members in connection with the Settlement. Without further order of the Court, Lead
12 Plaintiff and Defendants may agree to reasonable extensions of time to carry out any
13 provisions of the Settlement.

14 16. **Termination of Settlement** – If the Settlement is terminated as provided
15 in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this
16 Judgment shall be vacated, rendered null and void and be of no further force and
17 effect, except as otherwise provided by the Stipulation, and this Judgment shall be
18 without prejudice to the rights of Lead Plaintiff, the other Settlement Class Members
19 and Defendants, and the Parties shall revert to their respective positions in the Action
20 as of April 13, 2023, as provided in the Stipulation.

21 17. **Entry of Final Judgment** – There is no just reason to delay the entry of
22 this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court
23 is expressly directed to immediately enter this final judgment in this Action.

24 SO ORDERED this _____ day of _____, 2024.

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The Honorable John F. Walter
United States District Judge

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Exhibit 1
[List of Persons and Entities Excluded from the Settlement Class Pursuant to Request]