



**EXHIBIT**

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

ERIC GILBERT, derivatively on behalf of  
CHEWY, INC.,

Plaintiff,

v.

C.A. No. 2024-1165-KSJM

BC PARTNERS LLP, BC PARTNERS  
ADVISERS LP, BC PARTNERS HOLDINGS  
LIMITED, CIE MANAGEMENT IX  
LIMITED, ARGOS HOLDINGS GP LLC,  
ARGOS HOLDINGS L.P., CITRUS  
INTERMEDIATE HOLDINGS L.P., CITRUS  
INTERMEDIATE TOPCO LLC, BUDDY  
CHESTER SUB LLC, RAYMOND SVIDER,  
SUMIT SINGH, FAHIM AHMED, MATHIEU  
BIGAND, MARCO CASTELLI, MICHAEL  
CHANG, DAVID LELAND, LISA SIBENAC,  
MARTIN H. NESBITT, and JAMES A. STAR,

Defendants,

and

CHEWY, INC., a Delaware corporation,

Nominal Defendant.

**[PROPOSED] ORDER AND FINAL JUDGMENT**

A hearing having been held before this Court on \_\_\_\_\_, 2026 pursuant to  
this Court's Scheduling Order with Respect to Notice and Settlement Hearing, dated  
\_\_\_\_\_, 2026 (the "Scheduling Order"), and upon a Stipulation and Agreement

of Compromise, Settlement, and Release dated April 6, 2026 (the “Stipulation”) setting forth the terms of the settlement (the “Settlement”) of the above-captioned action (the “Action”), which is incorporated herein by reference, the parties to the Action along with the Special Litigation Committee of the Board of Directors of Chewy, Inc. (“the SLC” and together with the parties, the “Settling Parties”), having appeared by their attorneys of record, the Court having heard and considered the submissions and evidence presented in support of the proposed Settlement, the opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order, and the Court having determined that notice of the proposed Settlement was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court,

**IT IS HEREBY ORDERED**, this \_\_\_ day of \_\_\_\_\_, 2026 that:

1. Unless otherwise defined herein, all capitalized terms shall have the same meanings as set forth in the Stipulation and the Scheduling Order.
2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Parties and each of the Current Chewy Stockholders, and it is further determined that the Settling Parties and all Current Chewy Stockholders, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Order and Final Judgment (the “Judgment”).

3. The Notice has been provided to Current Chewy Stockholders pursuant to and in the manner directed by the Scheduling Order, proof of posting of the Notice was filed with the Court, and full opportunity to be heard has been offered to all Settling Parties and Current Chewy Stockholders. The Court finds that the form and means of the Notice was the best notice practicable under the circumstances and was given in full compliance with the requirements of Court of Chancery Rule 23.1, the United States Constitution (including the Due Process Clause), and all other applicable law and rules, and that all Current Chewy Stockholders, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

4. Based on the record in the Action, each of the provisions of Court of Chancery Rule 23.1 have been satisfied, and the Action has been properly maintained according to the provisions of Court of Chancery Rule 23.1.

5. The Court finds that the Settlement is fair, reasonable, adequate, and in the best interests of Chewy and Current Chewy Stockholders.

6. Pursuant to Court of Chancery Rule 23.1, this Court fully and finally approves the Settlement in all respects, and the Settling Parties are directed to consummate the Settlement in accordance with the terms of the Stipulation. The Register in Chancery is directed to enter and docket this Judgment.

7. The Action is hereby dismissed with prejudice as to the Settling Parties and all Current Chewy Stockholders. The foregoing dismissal is without fees or

costs, except as otherwise provided in Paragraphs 13 and 14 below or as otherwise provided in the Stipulation or the Scheduling Order.

8. Upon the Effective Date, Plaintiff, the members of the SLC, the Company, the Current Chewy Stockholders, the Defendants, and all of their respective successors-in-interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall be deemed to have, and by operation of this Judgment shall have, completely discharged, dismissed with prejudice on the merits, released and settled, to the fullest extent permitted by law, the Released Claims against the Released Persons and shall be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Released Claims against any of the Released Persons.

9. The Settling Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments, modifications, and expansions of the Stipulation that are consistent with this Judgment and the Stipulation and that do not materially limit the rights of the Settling Parties or Current Chewy Stockholders under the Stipulation. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

10. Nothing in this Judgment shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Stipulation.

11. Neither this Judgment, nor the Settlement, nor any act or omission in connection therewith shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) the Defendants as to (i) the truth of any fact alleged by Plaintiff, (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiff that any of their claims are without merit, that any of the Defendants or Released Persons had meritorious defenses, or that damages or other relief recoverable in the Action would not have exceeded the terms of the Settlement. The Settling Parties or any Released Persons may file the Stipulation and/or this Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

12. In the event that the Settlement is terminated pursuant to Paragraph 6.1 of the Stipulation or the Effective Date otherwise fails to occur for any other reason,

then (i) the Settlement and the Stipulation (other than Section VI and Paragraph 3.4 thereof) shall be canceled and terminated; (ii) this Judgment and any related orders entered by the Court in this Action shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under this Judgment and the Stipulation shall be null and void; (iv) to the extent the Settlement Amount has been paid, it shall be repaid by Chewy to the persons and entities who paid on behalf of the Defendants within fifteen (15) business days after termination of the Settlement; (v) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (vi) all proceedings in the Action shall revert to their status as of immediately prior to filing of the Stipulation on April 6, 2026, and no materials created by or received from another Settling Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing Settling Party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in any other litigation; (vii) the Settling Parties shall jointly petition the Court for a revised schedule for further proceedings; and (viii) the Settling Parties shall proceed in all respects as if the Settlement and the Stipulation (other than Section VI and Paragraph 3.4 thereof) had not been entered into by the Settling Parties.

13. Plaintiff's Counsel are awarded attorneys' fees and expenses in the sum of \$ \_\_\_\_\_ ("Fee and Expense Award"), which the Court finds to be fair and reasonable, to be paid in accordance with the terms of the Stipulation.

14. Plaintiff Eric Gilbert is hereby awarded an incentive award in the amount of \$ \_\_\_\_\_ (the "Incentive Award"). The Incentive Award shall be paid to Plaintiff from the Fee and Expense Award.

15. No proceedings or Court order with respect to any Fee and Expense Award or Incentive Award shall in any way disturb or affect this Judgment (including precluding the Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or Court order shall be considered separate from this Judgment.

16. Nothing in this Judgment dismisses or releases any claim by or against any Settling Party arising out of a breach of the Stipulation or violation of this Judgment.

17. Without affecting the finality of this Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, enforcement, and consummation of the Settlement and this Judgment.

18. There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final judgment in the Action.

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Chancellor Kathaleen St. Jude McCormick