



**EXHIBIT D**

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

IN RE AGILITI, INC. STOCKHOLDER ) (CONSOLIDATED)  
LITIGATION ) C.A. No. 2024-1247-MTZ

**[PROPOSED] FINAL ORDER AND JUDGMENT  
APPROVING CLASS ACTION SETTLEMENT**

**WHEREAS**, a consolidated stockholder class action is pending in this Court titled *In re Agiliti, Inc. Stockholder Litigation*, C.A. No. 2024-1247-MTZ (the “Action”);

**WHEREAS**, (i) Plaintiff Eric M. Maglione (“Plaintiff”), individually and on behalf of the Class; (ii) Thomas H. Lee Partners, L.P. and THL Agiliti LLC (collectively, “THL”), Thomas J. Leonard, Scott M. Sperling, Michael A. Bell, Joshua M. Nelson, Megan M. Preiner, and James B. Pekarek (collectively, the “THL and Agiliti Defendants”); (iii) John L. Workman, Diane B. Patrick, Gary L. Gottlieb, and C. Martin Harris (collectively, the “Special Committee Defendants,” and together with the THL and Agiliti Defendants, the “Defendants”); and (iv) Agiliti, Inc. (“Agiliti” or the “Company”) (together with Plaintiff and Defendants, the “Settling Parties,” and each a “Party”) have entered into a Stipulation and Agreement of Settlement, Compromise and Release dated May 18, 2026 (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**, by order dated \_\_\_\_\_, 2026 (the “Scheduling Order”), this Court (a) ordered that notice of the proposed Settlement be provided to potential Class Members; (b) provided Class Members with the opportunity to object to the proposed Settlement, the Proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses; and (c) scheduled a hearing regarding final approval of the Settlement;

**WHEREAS**, the Court conducted a hearing on \_\_\_\_\_, 2026 (the “Settlement Hearing”) to consider, among other things: (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; (b) whether a Judgment should be entered dismissing the Action with prejudice as against Defendants; (c) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (d) whether the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses (including any incentive award to Plaintiff) should be granted;

**WHEREAS**, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in

support of the proposed Settlement, Plan of Allocation, and application by Plaintiff's Counsel for an award of attorneys' fees and expenses; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

**NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**, this \_\_\_ day of \_\_\_\_\_, 2026, as follows:

1. **Definitions**: Unless otherwise defined in this Judgment, the 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 the Settling Parties and each of the Class Members.
3. **Incorporation of Settlement Documents**: This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on May 18, 2026; and (b) the Long-Form Notice and Publication Notice, which were filed with the Court as Exhibits B and C to the Stipulation on May 18, 2026.

4. **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) the proposed Plan of Allocation; (iv) Plaintiff's Counsel's application for an award of attorneys' fees and expenses; (v) the Class Members' right to object to any aspect of the Settlement and/or Plaintiff's Counsel's application for attorneys' fees and expenses; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

5. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement Payment; the releases, including the release of the Released Plaintiff's Claims as against the Released Defendant Parties, and Released Defendants' Claims as against the Released Plaintiff Parties; and the dismissal with

prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class. The Settling Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

6. The Action and all of the claims asserted against Defendants in the Action by Plaintiff and the other Class Members are hereby dismissed with prejudice and without the award of any damages, costs, or fees or the grant of further relief except for the payments provided for in the Stipulation.

7. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Agiliti, Plaintiff, and all other Class Members, and shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including Released Plaintiff Parties and Released Defendant Parties, and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate or reorganize.

8. **No Admission:** This Settlement and this Judgment shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants or Agiliti with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted in the Action or in any other action.

9. **Releases:** The releases set forth in Paragraphs 4 and 5 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to Paragraph 10 below, upon the Effective Date of the Settlement, Plaintiff, all Class Members, and all Released Plaintiff Parties on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff's Claims against any of the Released Defendant Parties. Nothing in the Stipulation or this Judgment shall be deemed to release any claims made or brought by appraisal petitioners in the Appraisal Action, but Agiliti shall be entitled to any offsets that are permitted by law.

(b) Without further action by anyone, and subject to Paragraph 10 below, upon the Effective Date of the Settlement, Defendants, and the Released Defendant Parties, on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally and forever, released,

settled and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

10. With respect to the releases set forth in Paragraphs 9(a)-(b) above (collectively, "Released Claims"), the Settling Parties shall be deemed to have waived all provisions, rights, and benefits conferred by any law of the United States, any law of any state, or principle of common law which governs or limits a person's release of Unknown Claims to the fullest extent permitted by law, and to have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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.

11. Notwithstanding Paragraphs 9-10 above, nothing in the Stipulation or in this Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of the Stipulation or this Judgment. Any action arising under or to enforce the Stipulation or any portion thereof shall be commenced and maintained only in this Court.

12. **Award of Attorneys' Fees and Litigation Expenses:** Plaintiff's Counsel are hereby awarded attorneys' fees and expenses in the sum of \$\_\_\_\_\_, which sum the Court finds to be fair and reasonable (the "Fee and Expense Award"). The Fee and Expense Award shall be paid solely from the Settlement Fund.

13. Plaintiff 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.

14. No proceedings or court order with respect to the Fee and Expense Award or Incentive Award shall in any way disturb, limit, affect, or delay this Judgment (including precluding this Judgment from being Final or otherwise being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement. Any such proceedings or court order shall be considered separate from this Judgment.

15. **Plan of Allocation of the Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments to Eligible Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval

of the Plan of Allocation shall in any way disturb, limit, affect, or delay this Judgment (including precluding this Judgment from being Final or otherwise being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement. Any such proceedings or court order shall be considered separate from this Judgment.

16. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Settling Parties and all Class Members for purposes of the administration, interpretation, implementation, and enforcement of the Settlement.

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

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

previous filing of the Stipulation and this Judgment shall be without prejudice to all of the Settling Parties' respective claims and defenses as to any issue in the Action, which shall be preserved in all respects, and the Settling Parties shall revert to their respective positions in the Action as of February 27, 2026, as provided in the Stipulation.

19. **Entry of Final Judgment:** 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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Vice Chancellor Morgan T. Zurn