

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

SAM GLASSCOCK III  
VICE CHANCELLOR

COURT OF CHANCERY COURTHOUSE  
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Date Submitted: February 9, 2015

Date Decided: February 19, 2015

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Re: *Gore v. Al Jazeera America Holdings I, Inc.*,  
Civil Action No. 10040-VCG

Dear Counsel:

I have received the Plaintiffs' Motion for Clarification Pursuant to Court of Chancery Rule 59(f), requesting clarification of the "alternative ruling" in my bench ruling of February 3, 2015, together with the Defendant's response. Because I believe that additional guidance is warranted, I will clarify that portion of the ruling.<sup>1</sup> My statements regarding how the Merger Agreement appears to allocate the burden of proof for indemnification claims were limited to resolution of the Plaintiff's Motion for Judgment on the Pleadings under Court of Chancery Rule 12(c); these statements are not a holding on the meaning of any portion of the

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<sup>1</sup> A motion for clarification may be granted where the Court's ruling is unclear, and such a motion is treated, procedurally as a motion for reargument under Court of Chancery Rule 59(f). *E.g., Naughty Monkey LLC v. MarineMax Northeast LLC*, 2011 WL 684626, at \*1 (Del. Ch. Feb. 17, 2011).

Merger Agreement and do not preclude any party from arguing issues of contract interpretation, including the evidentiary burden that will apply at trial, in the future. To the extent the foregoing requires an Order to take effect, IT IS SO ORDERED.

Sincerely,

*/s/ Sam Glasscock III*

Sam Glasscock III