freeze from what Cravath customarily charges.[50] I find Cravath's hourly rates to be reasonable.

Accordingly, I find that the $47,116,996.73 lodestar Cravath used to support its contingent fee is reasonable, and the fees and expenses award sought likewise reasonable.

B. The Plaintiff is Entitled to Compound Interest

The parties to the merger agreement stipulated to an award of prejudgment interest; they dispute whether Williams is entitled to quarterly compound, or merely simple, prejudgment interest under the Merger Agreement's fee shifting provision. As with the ability to shift contingent fees, the Merger Agreement is silent with respect to whether interest should be compound or simple.[51] But the parties agreed to submit any dispute arising out of the Merger Agreement to the exclusive jurisdiction of this Court,[52] and this Court has the discretion, in the absence of a provision to the contrary, to award either compound or simple prejudgment interest.[53] Accordingly, by staying silent with respect to how interest

[50] Ryan Decl. ¶¶ 38, 48. *See Comrie v. Enterasys Networks, Inc.*, 2004 WL 936505, at *4 (Del. Ch. Apr. 27, 2004) (rates reasonable where "[t]he plaintiffs received a 10% 'courtesy discount'" and "[t]he lead partner on the plaintiffs' case kept his hourly rate constant following inception of representation, notwithstanding two subsequent increases in his hourly rate for new matters").
[51] *See* JTX-0209.0059 (§5.06(g)).
[52] JTX-0209.0075 (§8.10(b)).
[53] *Gotham Partners, L.P. v. Hallwood Realty Partners, L.P.*, 817 A.2d 160, 173 (Del. 2002) (recognizing "the discretion of the Court of Chancery to award compound interest").

should be calculated and agreeing to submit the matter to this Court, the parties manifested an intent to leave that determination to the discretion of this Court.

In my discretion, I find that prejudgment interest should be compounded quarterly. "Prejudgment interest serves two purposes: first, it compensates the plaintiff for the loss of the use of his or her money; and, second, it forces the defendant to relinquish any benefit that it has received by retaining the plaintiff's money in the interim."[54] In the context of sophisticated commercial parties, "[c]ompanies neither borrow nor lend at simple interest rates."[55] Instead, compound interest more accurately reflects the "fundamental economic reality" that "[c]ompound interest is 'the standard form of interest in the financial market.'"[56] Indeed, "even passbook savings accounts now compound their interest daily."[57] It is thus "hard[] to imagine a corporation today that would seek simple interest on the funds it holds."[58] By not promptly paying, ETE—not Williams—has retained use of the $410 million breakup fee. The parties did not pluck $410 million from the ether; this amount represents Williams' out-of-pocket cost should

[54] *Brandywine Smyrna, Inc. v. Millennium Builders, LLC*, 34 A.3d 482, 486 (Del. 2011).
[55] *Glidepath Ltd. v. Beumer Corp.*, 2019 WL 855660, at *26 (Del. Ch. Feb. 21, 2019).
[56] *ONTI, Inc. v. Integra Bank*, 751 A.2d 904, 926 & n.88 (Del. Ch. 1999), *as revised* (July 1, 1999).
[57] *Id.* at 926.
[58] *Id.*

the merger fail.[59] The merger did fail, and Williams has been without the use of *its* money. Accordingly, I find that compound interest is appropriate here because it more accurately reflects the economic realities of the parties. Williams is entitled to prejudgment interest, compounded quarterly.

C. Tolling of Prejudgment Interest is Not Appropriate

ETE contends that interest should be tolled for the period during which the trial in this action was delayed.[60] Specifically, trial was initially delayed because of an inadvertent error made by Williams' discovery vendor.[61] The trial was then further delayed because of the COVID-19 pandemic.[62] ETE contends that interest must be tolled during the entire period of delay because Williams is the "but for" cause of all the delays.[63] Absent the discovery error, says ETE, trial would have occurred before the COVID-19 pandemic.[64]

I decline to toll interest. Although this Court has the discretion to reduce prejudgment interest for "delay that is the 'fault' or 'responsibility' of a plaintiff or

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[59] To enter the merger with ETE, Williams was forced to withdraw from another transaction which bore a $410 million termination fee, JTX-1218.0130. For a more detailed discussion of the transactions, see *Williams*, 2021 WL 6136723, at *2–3.
[60] Defs.' AB § II.
[61] Letter to Vice Chancellor Glasscock from Kenneth J. Nachbar Regarding Electronic Disc. Vendor Error, Which Parties Believe Requires Extension Case Schedule, Dkt. No. 407.
[62] Judicial Action Form Completed by Dennel Niezgoda, Ct. Rep., Dkt. No. 500, Granted (Stipulation and [Proposed] Third Am. Order Governing Case Schedule), Dkt. No. 502, Judicial Action Form Completed by Dennel Niezgoda, Ct. Rep., Dkt. No. 528, Granted (Stipulation and [Proposed] Forth Am. Order Governing Case Schedule), Dkt. No. 551, and Judicial Action Form Completed by Jeanne Cahill, Ct. Rep., Dkt. No. 594.
[63] Defs.' AB § II.
[64] *Id.*