

EXHIBIT E

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BARBARA STROUGO, derivatively on
behalf of DOUGLAS ELLIMAN, INC.,

Plaintiff,

v.

HOWARD M. LORBER, DAVID K.
CHENE, RICHARD J. LAMPEN,
MICHAEL S. LIEBOWITZ, PATRICK J.
BARTELS, JR., WILSON L. WHITE,
and MARK D. ZEITCHICK,

Defendants,

and

DOUGLAS ELLIMAN, INC.,

Nominal Defendant.

C.A. No. 2025-1323-LWW

[PROPOSED] ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on May 13, 2026 pursuant to this Court’s Scheduling Order dated _____, 2026 (the “Scheduling Order”), and upon a Stipulation and Agreement of Compromise, Settlement, and Release dated February 19, 2026 (the “Stipulation”)¹ in the above-captioned stockholder derivative action (the “Action”), the Parties to the Stipulation having appeared by

¹ The capitalized terms used in this Order and Final Judgment shall have the same meanings as they have in the Stipulation (certain of which are repeated here for ease of reference only).

their attorneys of record, the Court having heard and considered the submissions and evidence presented in support of the proposed Settlement and the application for an award of attorneys' fees, including expenses (the "Fee and Expense Award"), 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 was adequate and sufficient, and the entire matter of the proposed Settlement having been heard and considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this __ day of _____, 2026, as follows:

1. 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 stockholders of Douglas Elliman Inc. (the "Company") and it is further determined that Plaintiff, Defendants, and the Company are bound by this Order and Final Judgment.

2. The Notice of Pendency and Proposed Settlement of Action (the "Notice") has been given to the Company's common stockholders pursuant to and in the manner directed by the Scheduling Order, proof of the mailing of the Notice has been filed with the Court, and a full opportunity to be heard has been offered to all of the Parties to the Stipulation, the current stockholders of the Company, and persons in interest. The form and manner of the Notice is hereby determined to have

been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Court of Chancery Rule 23.1 and due process.

3. The Court finds, based upon the record in the Action, that Plaintiff and Plaintiff's counsel have adequately represented the interests of the Company.

4. Based on the record in this 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 Settlement is found to be fair, reasonable, and adequate and in the best interests of the Company and the Company's stockholders, and it is hereby approved. The Court further finds that the Settlement is the result of arms'-length negotiations between experienced counsel fairly and adequately representing the interests of the respective Parties. The Parties to the Stipulation are hereby authorized and directed to comply with, and to consummate, the Settlement in accordance with its terms and provisions, and the Register in Chancery is directed to enter and docket this Order and Final Judgment in the Action.

6. The Action is hereby dismissed with prejudice and in its entirety in full and final discharge of any and all claims or obligations that were or could have been asserted in the Action against all Defendants and the Company. As between Plaintiff and Defendants and the Company, the Parties are to bear their own costs, except as

otherwise provided in paragraph 11 below or as otherwise provided in the Stipulation and the Scheduling Order.

7. Upon entry, the Releasing Persons shall be deemed to have, and by operation of this Order and Final Judgment approving this Settlement shall have, completely, finally, and forever discharged, dismissed with prejudice on the merits, released, and settled, to the fullest extent permitted by law, the Released Persons from and with respect to every one of the Settled Claims on the terms and conditions set forth in the Stipulation, and shall be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of the Settled Claims against any of the Released Persons.

8. The Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments, modifications, and expansions of the Stipulation and/or any of the exhibits attached thereto as are consistent with this Order and Final Judgment and the Stipulation and that do not limit the rights of Plaintiff, Defendants, the Company, or the Company's stockholders under the Stipulation. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

9. Neither this Order and Final Judgment, nor the Settlement, nor the Stipulation, nor any act or omission in connection with any of the foregoing shall be deemed a presumption, concession, or admission by any Party of any fault, liability,

wrongdoing, or any infirmity or weakness of any claim or defense, as to any facts or claims (including the Released Claims) that have been or might be alleged or asserted in the Action, or any other action or proceeding that has been will be, or could be brought, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, for any purpose other than as permitted by applicable court rules and rules of evidence. This Order and Final Judgment is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by the Released Parties.

10. If the Settlement is terminated pursuant to the terms of the Stipulation or Final Approval otherwise fails to occur, then this Order and Final Judgment and any related orders entered by the Court shall be treated as vacated, *nunc pro tunc*; the Stipulation shall be null and void and of no force and effect; and the Stipulation shall not be deemed to prejudice in any way the respective positions of any of the Parties in the Action, constitute an admission of fact of wrongdoing by any Party, or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and all Parties to the Stipulation shall be deemed to have reverted to their respective litigation status immediately prior to the execution of the Stipulation, and the Parties shall proceed in all respects as if the Stipulation had not been executed and this Order and Final Judgment, the Scheduling Order, and any related orders had

not been entered, and in that event all of their respective claims and defenses as to any issue shall be preserved without prejudice in any way. In such event, and consistent with the applicable evidentiary rules, none of the Stipulation, its contents, or the Stipulation's existence shall be admissible in evidence, nor shall any of the Stipulation, its contents, or the Stipulation's existence be referred to for any purpose in the Action or in any other proceeding, except in connection with any claim for breach of the Stipulation or as otherwise specifically provided in the Stipulation.

11. Plaintiff's counsel are awarded attorneys' fees (including expenses) in the sum of \$_____ (the "Fee and Expense Award"). The Court finds the Fee and Expense Award to be fair and reasonable and shall be paid or caused to be paid by the Company and/or its insurers in accordance with the terms of the Stipulation. Plaintiff Barbara Strougo is awarded a Service Award of \$_____ to be payable from the fees and expenses awarded by the Court to Plaintiff's counsel in connection with the Fee and Expense Award, which Service Award the Court finds to be fair and reasonable.

12. No proceedings or Court order with respect to the Fee and Expense Award shall in any way disturb or affect the Court's approval of the Settlement or the other provisions of this Order and Final Judgment (including precluding Final Approval or otherwise preventing this Order and Final Judgment from being entitled to preclusive effect), and any such proceedings or Court order shall be considered

separate from this Order and Final Judgment. Nothing herein dismisses or releases any claim by or against any Party to the Stipulation arising out of a breach of the Stipulation or violation of this Order and Final Judgment.

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

Vice Chancellor Lori W. Will