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FILED
December 1, 2021
Clerk of The Court
Superior Court of CA
County of Santa Clara
18CV329690
By: rwalker

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Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

MATT WOLTER, Individually and on
Behalf of All Others Similarly Situated,
Plaintiff,

vs.

SHUBHAM MAHESHWARI, et al.,
Defendants.

) Lead Case No. 18CV329690
) (Consolidated with No. 18CV332463 and
) No. 18CV332644)

) CLASS ACTION

) ~~[PROPOSED]~~ ORDER PRELIMINARILY
) APPROVING SETTLEMENT AND
) PROVIDING FOR NOTICE

) Judge: Hon. Sunil R. Kulkarni
) Dept.: 1
) Date Action Filed: June 8, 2018

1 WHEREAS, on November 30, 2021, the Parties to the above-entitled action (the “Action”)
2 entered into an Amended Stipulation of Settlement (“Stipulation” or “Settlement”),¹ which is subject to
3 review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions
4 for the Settlement of the claims alleged in the Action; and the Court having read and considered the
5 Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to the
6 entry of this Preliminary Approval Order;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this 1st day of December, 2021, that:

8 1. The Court preliminarily finds that:

9 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
10 including mediation among Plaintiffs and Defendants under the direction of a very experienced
11 mediator, the Hon. Jay C. Gandhi (Ret.) of JAMS; and

12 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing
13 notice of the Settlement to the Class.

14 2. A Settlement Fairness Hearing is hereby scheduled to be held on April 21, 2022, at 1:30
15 p.m., before the Hon. Sunil R. Kulkarni, Dept. 1, Superior Court of the State of California, County of
16 Santa Clara, 191 North First Street, San Jose, CA 95113, for the following purposes:

17 (a) to determine whether the proposed Settlement is fair, reasonable, and adequate,
18 and should be approved by the Court;

19 (b) to determine whether the Judgment as provided under the Stipulation should be
20 entered;

21 (c) to determine whether the proposed Plan of Allocation should be approved by the
22 Court as fair, reasonable and adequate;

23 (d) to consider Class Counsel’s application for an award of attorneys’ fees and
24 expenses;

25 (e) to consider Class Representatives’ request for payment for their efforts in
26 prosecuting this Action on behalf of the Class; and

27 (f) to rule upon such other matters as the Court may deem appropriate.

28 ¹ All capitalized terms used herein have the meanings as defined in the Stipulation.

1 3. The Court reserves the right to approve the Settlement with or without modification and
2 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without
3 further notice to the Class. The Court reserves the right to enter the Judgment approving the Stipulation
4 regardless of whether it has approved the Plan of Allocation, Class Counsel's request for an award of
5 attorneys' fees and expenses and Class Representatives' request for payment for their representation of
6 the Class.

7 4. The Court approves the form, substance and requirements of the Notice of Proposed
8 Settlement of Class Action ("Notice"), the Proof of Claim and Release ("Proof of Claim"), and the
9 Summary Notice of Proposed Settlement of Class Action ("Summary Notice"), annexed hereto as
10 Exhibits A-1, A-2 and A-3, respectively.

11 5. The Court approves the appointment of Gilardi & Co. LLC as the Claims Administrator
12 to supervise and administer the notice procedure in connection with the proposed Settlement as well as
13 the processing of Proofs of Claim as more fully set forth below.

14 6. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially in
15 the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, within twenty-one (21)
16 calendar days of entry of this Preliminary Approval Order ("Notice Date") to all Class Members who
17 can be identified with reasonable effort. Within fourteen (14) calendar days of entry of this Preliminary
18 Approval Order, Veeco, at its expense, shall provide and/or cause its transfer agent to provide Class
19 Counsel and/or the Claims Administrator with a shareholder list in an electronically reliable format, that
20 identifies Persons who acquired Veeco common stock in exchange for Ultratech common stock
21 pursuant to the registration statement and prospectus in connection with Veeco's Merger with Ultratech.
22 This information shall be kept confidential and shall not be used for any purpose other than to provide
23 the notice contemplated by this Order.

24 (a) The Claims Administrator shall use reasonable efforts to give notice to nominee
25 purchasers such as brokerage firms and other persons or entities who acquired Veeco common stock in
26 exchange for Ultratech common stock pursuant to the registration statement and prospectus issued in
27 connection with Veeco's May 26, 2017 Merger with Ultratech as record owners but not as beneficial
28 owners. Such nominee purchasers are directed, within fourteen (14) business days of their receipt of the

1 Notice, to either forward copies of the Notice and Proof of Claim to their beneficial owners or to
2 provide the Claims Administrator with lists of the names and addresses of the beneficial owners, and
3 the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified
4 beneficial owners.

5 (b) Nominee purchasers who elect to send the Notice and Proof of Claim to their
6 beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was
7 made as directed. Additional copies of the Notice shall be made available to any record holder
8 requesting such for the purpose of distribution to beneficial owners, and such record holders shall be
9 reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper
10 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial
11 owners.

12 7. The Claims Administrator shall cause the Summary Notice to be published once in the
13 national edition of *The Wall Street Journal*, and once over a national newswire service, within ten (10)
14 calendar days of the Notice Date.

15 8. Within fourteen (14) calendar days of the Notice Date, the Claims Administrator shall
16 post the Stipulation, Notice and Proof of Claim on the www.VeecoSecuritiesSettlement.com website.

17 9. Within two (2) business days of filing, the Claims Administrator shall post all papers in
18 support of final approval of the Settlement, the Plan of Allocation and request for attorneys' fees and
19 expenses and awards to Class Representatives on www.VeecoSecuritiesSettlement.com.

20 10. Class Counsel shall, at least seven (7) calendar days before the Settlement Fairness
21 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim
22 and proof of publication of the Summary Notice.

23 11. The form and content of the Notice and the Summary Notice, and the method set forth
24 herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of
25 California law and due process, constitute the best notice practicable under the circumstances, and shall
26 constitute due and sufficient notice to all persons and entities entitled thereto.

1 12. In order to be entitled to participate in the Net Settlement Fund, in the event the
2 Settlement is consummated in accordance with its terms set forth in the Stipulation, each Class Member
3 shall take the following actions and be subject to the following conditions:

4 (a) Within ninety (90) calendar days of the Notice Date, each Person claiming to be
5 an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of
6 Claim, substantially in a form contained in Exhibit A-2 attached hereto and as approved by the Court,
7 signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim
8 and as are reasonably available to the Authorized Claimant.

9 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
10 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall
11 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth
12 therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the
13 releases contained therein, and the Final Judgment. Notwithstanding the foregoing, Class Counsel may,
14 in their discretion, accept for processing late-submitted claims so long as the distribution of the Net
15 Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim
16 against Plaintiffs, Class Counsel, the Released Parties, Defendants' Counsel or the Claims
17 Administrator by reason of the decision to exercise such discretion with regard to acceptance of late-
18 submitted claims.

19 (c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction
20 of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement)
21 release all Released Claims as provided in the Stipulation.

22 13. Class Members shall be bound by all determinations and judgments in this Action,
23 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
24 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than
25 sixty (60) calendar days after the Notice Date, mail a request for exclusion in written form by first-class
26 mail postmarked to the address designated in the Notice. Such request for exclusion shall clearly
27 indicate the name, address, and telephone number of the Person seeking exclusion, that the sender
28 requests to be excluded from the Class, and must be signed by such Person. Such Persons requesting

1 exclusion are also directed to state the number of shares of Veeco common stock they acquired in
2 exchange for Ultratech common stock in connection with Veeco's May 26, 2017 Merger with Ultratech.
3 The request for exclusion shall not be effective unless it is made in writing within the time stated above,
4 and the exclusion is accepted by the Court. Class Members requesting exclusion from the Class shall
5 not be entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation
6 and Notice.

7 14. The Court will consider objections to the Settlement, the Plan of Allocation, the payment
8 to Class Representatives, and/or the award of attorneys' fees and expenses. Any Person wanting to
9 object may do so in writing or may appear at the Settlement Fairness Hearing to make an oral objection.

10 (a) To the extent any Person wants to object in writing, such objections and any
11 supporting papers, accompanied by proof of Class membership, shall be filed with the Clerk of the
12 Court, Superior Court of the State of California, County of Santa Clara, 191 North First Street, San
13 Jose, CA 95113, and copies of all such papers served no later than _____, 2022, which is sixty
14 (60) calendar days after the Notice Date to each of the following: Ellen Gusikoff Stewart, Robbins
15 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, and Francis A.
16 Bottini, Jr., Bottini & Bottini, Inc., 7817 Ivanhoe Avenue, Suite 102, La Jolla, CA 92037, on behalf of
17 the Plaintiffs and the Class, and Matthew W. Close, O'Melveny & Myers LLP, 400 South Hope Street,
18 18th Floor, Los Angeles, CA 90071, on behalf of the Defendants.

19 (b) Persons who intend to object in writing to the Settlement, the Plan of Allocation,
20 the request for an award of attorneys' fees and expenses and/or Class Representatives' request for
21 payment for representing the Class, and desire to present evidence at the Settlement Fairness Hearing
22 must include in their written objections copies of any exhibits they intend to introduce into evidence at
23 the Settlement Fairness Hearing.

24 (c) If an objector hires an attorney to represent him, her or it for the purposes of
25 making an objection, the attorney must both effect service of a notice of appearance on counsel listed
26 above and file it with the Court by no later than April 7, 2022. A Class Member who files a
27 written objection does not have to appear at the Settlement Fairness Hearing for the Court to consider
28 his, her or its objection.

1 (d) Any member of the Class can also appear at the Settlement Fairness Hearing to
2 make an oral objection, without submitting a written objection.

3 (e) Any member of the Class who does not make his, her, or its objection in the
4 manner provided above shall be deemed to have waived such objection and shall forever be foreclosed
5 from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to
6 the Plan of Allocation, and to the award of attorneys' fees and expenses to Plaintiffs' Counsel and Class
7 Representatives' request for payment, unless otherwise ordered by the Court.

8 15. All papers in support of the Settlement, the Plan of Allocation, and any application by
9 Plaintiffs' Counsel for attorneys' fees and expenses and payment to Class Representatives shall be filed
10 fourteen (14) calendar days prior to the deadline in paragraph 14 for objections to be filed. All reply
11 papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness
12 Hearing.

13 16. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
14 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
15 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

16 17. The passage of title and ownership of the Settlement Fund to the Escrow Agent in
17 accordance with the terms and obligations of the Stipulation is approved.

18 18. Defendants' Counsel and Plaintiffs' Counsel shall promptly furnish each other with
19 copies of any and all objections that come into their possession.

20 19. Pending final determination of whether the Settlement should be approved, the Plaintiffs,
21 all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not
22 institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting,
23 commencing, maintaining or prosecuting, any action, directly or indirectly, in any court or tribunal that
24 asserts Released Claims against any of the Released Parties.

25 20. All reasonable expenses incurred in identifying and notifying Class Members, as well as
26 administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the event
27 the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor
28

1 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed
2 from the Settlement Fund, except as provided for in the Stipulation.

3 21. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
4 Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation,
5 including any amendment(s) thereof, shall be null and void and of no further force or effect (except to
6 the extent otherwise expressly provided in the Stipulation), without prejudice to any party, and may not
7 be introduced as evidence or referred to in this Action, or any action or proceeding by any person or
8 entity for any purpose, and each Party shall be restored to his, her or its respective position as it existed
9 on July 7, 2021.

10 22. The Court may adjourn or continue the Settlement Fairness Hearing without further
11 written notice.

12 23. The Court retains exclusive jurisdiction over the Action to consider all further matters
13 arising out of or connected with the Settlement. The Court may approve the Settlement, with such
14 modifications as may be agreed by the Parties, if appropriate, without further notice to the Class.

15 DATED: December 1, 2021



THE HONORABLE SUNIL R. KULKARNI
JUDGE OF THE SUPERIOR COURT

INDEX OF EXHIBITS TO [PROPOSED] ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR NOTICE

DOCUMENT	EXHIBIT
Notice of Proposed Settlement of Class Action	A-1
Proof of Claim and Release	A-2
Summary Notice of Proposed Settlement of Class Action	A-3

EXHIBIT A-1

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101
4 Telephone: 619/231-1058
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5 elleng@rgrdlaw.com
jamesj@rgrdlaw.com

6 BOTTINI & BOTTINI, INC.
7 FRANCIS A. BOTTINI, JR. (175783)
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La Jolla, CA 92037
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ykolesnikov@bottinilaw.com

11 *Class Counsel*

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SANTA CLARA

15 MATT WOLTER, Individually and on)
Behalf of All Others Similarly Situated,)
16)
Plaintiff,)

17 vs.)

18 SHUBHAM MAHESHWARI, et al.,)
19)
Defendants.)

Lead Case No. 18CV329690
(Consolidated with No. 18CV332463 and
No. 18CV332644)

CLASS ACTION

NOTICE OF PROPOSED SETTLEMENT OF
CLASS ACTION

EXHIBIT A-1

Judge: Hon. Sunil R. Kulkarni
Dept.: 1
Date Action Filed: June 8, 2018

1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2 **TO: ALL PERSONS WHO ACQUIRED VEECO INSTRUMENTS, INC. (“VEECO” OR THE**
3 **“COMPANY”) COMMON STOCK IN EXCHANGE FOR ULTRATECH, INC.**
4 **(“ULTRATECH”) COMMON STOCK PURSUANT TO THE REGISTRATION**
5 **STATEMENT AND PROSPECTUS (THE “OFFERING DOCUMENTS”) ISSUED IN**
6 **CONNECTION WITH VEECO’S MAY 26, 2017 MERGER WITH ULTRATECH**
7 **(“MERGER”)**

8 **IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY**
9 **SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY**
10 **_____, 2022, AS DESCRIBED MORE FULLY BELOW.**

11 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
12 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**
13 **ENTIRETY.**

14 **WHY SHOULD I READ THIS NOTICE?**

15 This Notice is given pursuant to an order issued by the Superior Court of California, County of
16 Santa Clara (“Court”). This Notice serves to inform you of the proposed settlement of the above-
17 captioned class action lawsuit (“Settlement”) and the hearing (“Settlement Fairness Hearing”) to be held
18 by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the
19 Amended Stipulation of Settlement dated November 30, 2021 (“Stipulation”), by and between Class
20 Representatives Iron Workers District Council of New England Pension Fund and Construction
21 Workers Pension Trust Fund – Lake County and Vicinity (collectively, “Class Representatives”), on
22 behalf of themselves and the Class (as defined below), and Defendants Veeco, Shubham Maheshwari,
23 John R. Peeler, John P. Kiernan, Kathleen A. Bayless, Richard A. D’Amore, Gordon Hunter, Keith D.
24 Jackson, Peter J. Simone, and Thomas St. Dennis (collectively, “Defendants”).¹

25 **This Notice is intended to inform you about how this lawsuit and proposed Settlement may**
26 **affect your rights and what steps you may take in relation to it. This Notice is NOT an expression**
27 **of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or**
28 **whether Defendants engaged in any wrongdoing.**

WHAT IS THIS LAWSUIT ABOUT?

I. THE ALLEGATIONS

 Veeco designs and manufactures thin film equipment used to make electronic devices. Plaintiffs
allege that Defendants violated §§11, 12(a)(2), and 15 of the Securities Act of 1933 (the “Securities
Act”) by reason of material misrepresentations and omissions in the Offering Documents issued in
connection with Veeco’s merger with Ultratech in May 2017. Specially, Plaintiffs allege that the
Offering Documents misrepresented and omitted material facts about Veeco’s and Ultratech’s
businesses and the competitive landscape in China, including that: (1) Veeco was being decimated by
one of its main competitors, AMEC; (2) several factors were making it very difficult for Veeco to
compete in China, including in the MOCVD² market (e.g., increased pricing pressure and reduced
margins); (3) Veeco was already in an acrimonious IP dispute with AMEC and its supplier, SGL; (4)
the Chinese government’s role in the China market made it very difficult for Veeco to retain market

¹ The Stipulation can be viewed and/or downloaded at www.VeecoSecuritiesSettlement.com. All
capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

² “MOCVD” refers to metal organic chemical vapor deposition equipment.

1 share; and (5) many risks that Veeco characterized as hypothetical had already materialized at the time
2 of the Merger.

3 Defendants deny all of Plaintiffs' allegations and deny that there was any violation of the
4 Securities Act.

5 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE
6 COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY
7 TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

8 **II. PROCEDURAL HISTORY**

9 Commencing on June 8, 2018, three related actions were filed against Defendants in the
10 Superior Court of the State of California for the County of Santa Clara ("Court").

11 On November 30, 2018, the Court consolidated the three actions and appointed Bottini &
12 Bottini, Inc. and Robbins Geller Rudman & Dowd LLP as co-lead counsel for Plaintiffs. On
13 December 11, 2018, Plaintiffs filed a consolidated complaint ("Complaint"). On January 10, 2019,
14 Defendants filed a demurrer to the Complaint. By order dated May 3, 2019, the Court overruled the
15 demurrer in its entirety.

16 On August 28, 2020, Plaintiffs filed a motion for class certification. Defendants took discovery
17 in connection with that motion, including propounding interrogatories and requests for production of
18 documents and deposing representatives of each of the Class Representatives. By order dated April 14,
19 2021, the Court granted the motion certifying the Class, appointing Plaintiffs Iron Workers District
20 Council of New England Pension Fund and Construction Workers Pension Trust Fund – Lake County
21 and Vicinity as co-class representatives and appointing Robbins Geller Rudman & Dowd LLP and
22 Bottini & Bottini, Inc. as co-class counsel.

23 Following the resolution of the demurrer, the Parties have engaged in extensive discovery
24 efforts. In response to Plaintiffs' discovery requests, Veeco has produced and Plaintiffs' Counsel have
25 reviewed over 182,000 pages of documents. The Parties also engaged in numerous meet-and-confer
26 conferences regarding discovery and several informal discovery conferences with the Court.

27 On May 27, 2020, the Parties participated in a Zoom mediation before the Honorable Jay C.
28 Gandhi (Ret.) of JAMS. Prior to the mediation, the Parties prepared, exchanged and provided to Judge
Gandhi detailed mediation statements and exhibits setting forth their respective positions on the merits
and damages. Although the Parties negotiated in good faith, no settlement was reached and litigation
continued. In June 2021, the Parties renewed their efforts to resolve the case. On June 23, 2021, the
Parties attended a second full-day Zoom mediation with Judge Gandhi. The Parties exchanged and
provided to Judge Gandhi updated mediation statements and exhibits prior to that mediation. Although
no agreement was reached at the June 23, 2021 mediation session, negotiations continued through Judge
Gandhi. Thereafter, Judge Gandhi presented a mediator's proposal for the monetary terms for a
settlement of the Action on a class-wide basis. On July 7, 2021, the Parties accepted the mediator's
proposal and thereafter engaged in negotiations regarding the complete terms of the Settlement, which
are set forth in the Stipulation and which are subject to approval by the Court.

26 **HOW DO I KNOW IF I AM A CLASS MEMBER?**

27 If you acquired Veeco common stock in exchange for your Ultratech common stock in the
28 Merger between the companies, you are a Class Member. As set forth in the Stipulation, excluded from
the Class are: Defendants, the officers and directors of Veeco and Ultratech (at all relevant times),

1 members of their immediate families, and their legal representatives, heirs, successors or assigns, and
2 any entity in which any Defendant has a majority ownership. Also excluded from the Class are those
3 Persons who would otherwise be Class Members but who timely and validly exclude themselves
therefrom.

4 **PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that
5 you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish
6 to be eligible to participate in the distribution of proceeds from the Settlement, you are required to
submit the Proof of Claim that is being distributed with this Notice and the required supporting
documentation as set forth therein postmarked or submitted online on or before _____, 2022.

7 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

8 The Settlement, if approved, will result in the creation of a cash settlement fund of \$15,000,000
9 (“Settlement Fund”). The Settlement Fund, plus accrued interest and minus the costs of this Notice and
all costs associated with the administration of the Settlement Fund, as well as attorneys’ fees and
expenses, and the payment to Class Representatives for representing the Class, as approved by the
Court (“Net Settlement Fund”), will be distributed to eligible Class Members pursuant to the Plan of
Allocation that is described in the next section of this Notice.

11 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

12 The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among
13 Class Members based on their respective economic losses resulting from the alleged securities law
violations set forth in the Complaint.

14 The Claims Administrator shall determine each Class Member’s share of the Net Settlement
15 Fund based upon the recognized loss formula (“Recognized Claim”) described below. A Recognized
Claim will be calculated for each share of Veeco common stock acquired in the Merger. The
16 calculation of a Recognized Claim will depend upon several factors, including the number of shares
acquired, whether the shares were ever sold, and, if so, when they were sold and for what amounts. The
Recognized Claim is not intended to estimate the amount a Class Member might have been able to
17 recover after a trial, nor to estimate the amount that will be paid to Class Members pursuant to the
Settlement. The Recognized Claim is the basis upon which the Net Settlement Fund will be
18 proportionately allocated to Class Members.

19 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
20 Class Members send in and how many shares of Veeco common stock you acquired in the Merger, and
whether you sold any of those shares and when you sold them.

21 The calculation of claims below is not an estimate of the amount you will receive. It is a
22 formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of
the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

23 **PLAN OF ALLOCATION**

24 **Claims for the May 26, 2017 Merger with Ultratech, Inc.**

25 Veeco per share value:	\$31.75 per share
26 Closing price on the date the lawsuit was filed: ³	\$18.25 per share

27 _____
28 ³ The initial Class Action Complaint was filed on June 8, 2018.

1 For shares of Veeco common stock acquired in exchange for Ultratech common stock pursuant
2 to the registration statement and prospectus issued in connection with Veeco's May 26, 2017 merger
with Ultratech, and

3 1) sold prior to June 8, 2018, the claim per share is \$31.75 less the Sales Price.

4 2) retained on June 8, 2018, or sold on or after June 8, 2018, the claim per share is the
5 lesser of (i) \$13.50 (\$31.75 minus \$18.25), or (ii) \$31.75 less the Sales Price.

6 Any sale of Veeco common stock shall be deemed to have occurred on the "contract" or "trade"
7 date as opposed to the "settlement" or "payment" date. All sale prices shall exclude any fees and
8 commissions. The receipt or grant by gift, devise, or operation of law of Veeco common stock shall not
9 be deemed an acquisition or sale of Veeco common stock for the calculation of a claimant's Recognized
Claim nor shall it be deemed an assignment of any claim relating to the acquisition of such share unless
specifically provided in the instrument of gift or assignment. The receipt of Veeco common stock in
exchange for securities of any corporation or entity other than Ultratech shall not be deemed an
acquisition of Veeco common stock.

10 The total of all profits shall be subtracted from the total of all losses from transactions during the
11 relevant period to determine if a Class Member has a Recognized Claim. Only if a Class Member had a
12 net market loss, after all profits from transactions in Veeco common stock during the relevant period are
subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net
Settlement Fund.

13 If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized
14 Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized
15 Claimant's Recognized Claim will be limited to the amount of overall market loss. The Claims
16 Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund
based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all
Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise
receive a distribution of less than \$10.00.

17 Distributions will be made to Authorized Claimants after all claims have been processed, after
18 the Court has finally approved the Settlement, and after any appeals are resolved. If there is any
19 balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of
20 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or
21 otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized
22 Claimants in an equitable and economic fashion. These redistributions shall be repeated until the
balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class
Members. Thereafter, subject to distribution to state entities, as required by California Code of Civil
Procedure §384(b)(3), any balance that still remains in the Net Settlement Fund shall be donated to the
Legal Aid Society of Santa Clara County.

23 Please contact the Claims Administrator or Class Counsel if you disagree with any
24 determinations made by the Claims Administrator regarding your Proof of Claim. If you are
dissatisfied with the determinations, you may ask Class Counsel to request that the Court, which retains
jurisdiction over all Class Members and the claims administration process, decide the issue.

25 The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member
26 on equitable grounds.

27 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all
28 Authorized Claimants. No Person shall have any claim against Class Representatives, Plaintiffs'
Counsel, Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the
Released Parties or Defendants' Counsel based on the distributions made substantially in accordance

1 with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the
2 Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be
3 barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the
Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any
judgment entered and the releases given.

4 **DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN**
5 **DISTRIBUTION OF THE SETTLEMENT FUND?**

6 No. If you have received this Notice and timely submit your Proof of Claim to the designated
7 address, you need not contact Plaintiffs' Counsel. If your address changes, please contact the Claims
Administrator at:

8 *Veeco Securities Settlement*
9 c/o Gilardi & Co. LLC
10 P.O. Box 43384
11 Providence, RI 02940-3384
12 Telephone: 866-724-5049
13 www.VeecoSecuritiesSettlement.com

14 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

15 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation
16 is terminated, the Action will proceed as if the Stipulation had not been entered into.

17 **WHAT ARE THE REASONS FOR SETTLEMENT?**

18 The Settlement was reached after highly contested motion practice directed to the sufficiency of
19 Class Representatives' claims and whether the proposed Class could be certified. The Parties
20 conducted extensive document discovery. Nevertheless, the Court has not reached any final decisions
21 in connection with Class Representatives' claims against Defendants. Instead, Class Representatives
22 and Defendants have agreed to this Settlement, which was reached with the substantial assistance of
23 Judge Jay C. Gandhi, a highly respected former judge with extensive experience in the mediation of
24 complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay and
uncertainty of further litigation, as detailed below.

25 As in any litigation, Class Representatives and the proposed Class would face an uncertain
26 outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a
27 lengthy period of time and that even if Class Representatives succeeded, Defendants would file appeals
that would postpone final resolution of the case. Continuation of the Action against Defendants could
also result in no recovery at all or a judgment that is less than the amount of the Settlement.
Conversely, with regards to Defendants, continuing the case could result in a judgment in an amount
greater than this Settlement. Accordingly, both Class Representatives and Defendants have determined
that Settlement on the terms set forth in the Stipulation was in their best interests in light of the facts and
procedural posture of the Action and the uncertainty of continued litigation.

28 Class Representatives and Plaintiffs' Counsel believe that the proposed Settlement is fair and
reasonable to the members of the Class. They have reached this conclusion for several reasons.
Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary
recovery. Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the
Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are
a very favorable result for the Class.

1 **WHO REPRESENTS THE CLASS?**

2 The following attorneys are counsel for the Class:

3 Ellen Gusikoff Stewart
4 James I. Jaconette
5 ROBBINS GELLER RUDMAN &
6 DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 1-800-449-4900

Francis A. Bottini, Jr.
Yury A. Kolesnikov
BOTTINI & BOTTINI, INC.
7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: 1-858-914-2001

7 If you have any questions about the Action, or the Settlement, you may consult with Class
8 Counsel by contacting counsel at the phone numbers listed above.

9 You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

10 *Veeco Securities Settlement*
11 c/o Gilardi & Co. LLC
12 P.O. Box 43384
13 Providence, RI 02940-3384
Telephone: 866-724-5049
www.VeecoSecuritiesSettlement.com

14 **HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

15 Class Counsel will file a motion for an award of attorneys' fees and expenses on behalf of all
16 Plaintiffs' Counsel that will be considered at the Settlement Fairness Hearing. Class Counsel will apply
17 for an attorneys' fee award for Plaintiffs' Counsel in the amount of up to 33-1/3% of the Settlement
18 Fund (or \$5,000,000), plus payment of Plaintiffs' Counsel's expenses incurred in connection with this
Action in an amount not to exceed \$175,000. In addition, Class Representatives may seek a payment of
up to \$20,000 in the aggregate for their efforts in representing the Class, and Notice and Administration
Expenses are estimated to be \$350,000. Such sums as may be approved by the Court will be paid from
the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

19 The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for
20 their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly
21 contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the
Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the
amount requested by Class Counsel.

22 **CAN I EXCLUDE (OPT OUT) MYSELF FROM THE SETTLEMENT?**

23 Yes. If you want to keep the right to sue or continue to sue Defendants on your own about the
24 legal issues in this case, then you must take steps to get out of the Class. This is called excluding
25 yourself from, or "opting out" of, the Class. If you are requesting exclusion because you want to bring
26 your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and
discuss whether any individual claim that you may wish to pursue would be time-barred by the
applicable statutes of limitation or repose.

27 To exclude yourself from the Class, you must send a signed letter by mail saying that you want
28 to be excluded from the Class in the following Action: *Wolther v. Maheshwari*, Lead Case No.
18CV329690 (Cal. Super. Ct., Cnty. of Santa Clara). Be sure to include your name, address, telephone

1 number and the number of shares of Veeco common stock that you acquired in the Merger with
2 Ultratech. Your exclusion request must be **postmarked no later than _____, 2022**, and sent to
the Claims Administrator at:

3 *Veeco Securities Settlement*
4 Claims Administrator
5 c/o Gilardi & Co. LLC
EXCLUSIONS
6 150 Royall Street, Suite 101
Canton, MA 02021

7 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,
8 you will not receive a settlement payment, and you cannot object to the Settlement. If you make a
proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

9 **CAN I OBJECT TO THE SETTLEMENT?**

10 Yes. If you are a Class Member, you may object to any or all of the following: the terms of the
11 Settlement, the requested attorneys' fees, costs and expenses, Class Representatives' request for
payment for representing the Class and/or the Plan of Allocation. You can either submit a written
objection or you can attend the Settlement Fairness Hearing to make an oral objection.

12 In order for any written objection to be considered, it must (a) clearly identify the case name and
13 number (*Wolther v. Maheshwari*, Lead Case No. 18CV329690) and include proof of Class membership;
14 (b) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of
California, County of Santa Clara, 191 North First Street, San Jose, CA 95113, or by filing in person at
the same location; (c) also be mailed to Class Counsel and Defendants' Counsel listed below; and (d) be
15 filed or postmarked **on or before _____, 2022**.

16 Class Counsel's addresses are Robbins Geller Rudman & Dowd LLP, 655 West Broadway,
Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart and Bottini & Bottini, Inc., 7817 Ivanhoe
17 Avenue, Suite 102, La Jolla, CA 92037, c/o Francis A. Bottini, Jr.; Defendants' Counsel's address is
O'Melveny & Myers LLP, 400 South Hope Street, 18th Floor, Los Angeles, CA 90071, c/o Matthew
18 W. Close.

19 If you submit a written objection, attendance at the Settlement Fairness Hearing is not necessary.

20 You can also make an oral objection by appearing at the Settlement Fairness Hearing. You do
not have to file a written objection in order to appear at the Settlement Fairness Hearing for the purpose
21 of presenting an oral objection.

22 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?**

23 Objecting is telling the Court that you do not like something about the proposed Settlement, the
24 Plan of Allocation, Plaintiffs' Counsel's request for an award of attorneys' fees and expenses, and/or
Class Representatives' request for payment for representing the Class. You can object only if you stay
25 in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you
exclude yourself, you have no basis to object because the case no longer applies to you.

26 **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

27 If you are a Class Member and you do not exclude yourself from the Class, you may receive the
28 benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon
approval by the Court.

HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely complete and return the Proof of Claim that accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at www.VeecoSecuritiesSettlement.com. Read the instructions carefully; fill out the Proof of Claim; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than _____, 2022**. The Proof of Claim may be submitted online at www.VeecoSecuritiesSettlement.com. If you do not submit a timely Proof of Claim with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes Final pursuant to the terms of the Stipulation, all Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Parties from all Released Claims.

- “Released Claims” means all claims, including “Unknown Claims” as defined in the Stipulation, that both (i) arise out of, are based upon, are connected to, or reasonably relate to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations or omissions involved, set forth, alleged or referred to, in this Action, or which could have been alleged in, referred to or made part of this Action, and (ii) arise out of, are based upon, are connected to, or reasonably relate to the acquisition of Veeco common stock by Class Members pursuant or traceable to the Offering Documents issued in connection with Veeco’s May 26, 2017 Merger with Ultratech. “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution of the Action against the Released Parties (including Unknown Claims), except claims to enforce any of the terms of the Stipulation. For the avoidance of doubt, “Released Claims” does not include any claims brought under the federal securities laws against Veeco that are unrelated to the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations, or omissions involved, set forth, alleged or referred to, in this Action, or which could have been alleged in, referred to or made part of this Action.

THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND RELEASES IS ONLY A SUMMARY. The complete terms, including the definitions of “Released Parties” and “Unknown Claims” as used in the preceding paragraph, are set forth in the Stipulation (including its exhibits), which may be obtained at www.VeecoSecuritiesSettlement.com, or by contacting Class Counsel listed on Page __ above.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on April 21, 2022, at 1:30 p.m., before the Honorable Sunil R. Kulkarni at the Superior Court of California, County of Santa Clara, Department 1, 191 North First Street, San Jose, CA 95113, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation should be approved by the Court as fair, reasonable and adequate; (2) Judgment as provided under the Stipulation should be entered; (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to pay Class Representatives for their efforts in representing the Class out of the Settlement Fund and, if so, in what

1 amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or
2 continue the Settlement Fairness Hearing without further notice to members of the Class.

3 Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the
4 foregoing matters.

5 Unless otherwise directed by the Court, any Class Member who does not make his, her or its
6 objection in the manner provided herein shall be deemed to have waived all objections to this
7 Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any
8 objection and any untimely objection shall be barred.

9 You may (but are not required to) hire an attorney at your own expense to represent you for
10 purposes of objecting. If you do, your attorney must serve a notice of appearance on counsel and file it
11 with the Court, at the addresses listed on Page ___, by no later than ___, 2022.

12 Hearings before the judge overseeing this case are again being conducted in person. However,
13 remote appearances are still permitted, and are offered with the assistance of a third-party service
14 provider, CourtCall. If that remains the case at the time of the Settlement Fairness Hearing, Class
15 Members who wish to appear at the Settlement Fairness Hearing remotely should contact Class Counsel
16 to arrange an appearance through CourtCall, at least three days before the hearing if possible. Any
17 CourtCall fees for an appearance by an objecting Class Member shall be paid by Class Counsel.

18 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

19 This Notice contains only a summary of the terms of the proposed Settlement. For the precise
20 terms and conditions of the Settlement, you are referred to the detailed Stipulation, which is on file with
21 the Clerk of the Court. The pleadings and other records in this Action, including the Stipulation, may
22 be examined (a) online on the Superior Court of California, County of Santa Clara's Electronic Filing
23 and Service Website at www.scefiling.org, or (b) in person at Records, Superior Court of California,
24 County of Santa Clara, 191 North First Street, San Jose, California 95113, between the hours of 8:30
25 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. In addition, all of
26 the Settlement documents, including the Stipulation, this Notice, the Proof of Claim and proposed
27 Judgment may be obtained by contacting the Claims Administrator at:

28 *Veeco Securities Settlement*
c/o Gilardi & Co. LLC
P.O. Box 43384
Providence, RI 02940-3384
Email: info@veecosecuritiessettlement.com
Telephone: 866-724-5049
www.VeecoSecuritiesSettlement.com

29 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
30 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, if you have any
31 questions about the Action or the Settlement.

32 **PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR DEFENDANTS'**
33 **COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS**
34 **PROCESS**

35 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

36 If you hold any Veeco common stock acquired in the Merger between Veeco and Ultratech,
37 inclusive, as a nominee for a beneficial owner, then, within fourteen (14) business days after you
38

1 receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such
2 Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator at:

3 *Veeco Securities Settlement*
4 c/o Gilardi & Co. LLC
5 P.O. Box 43384
6 Providence, RI 02940-3384
7 Email: info@veecosecuritiessettlement.com
8 Telephone: 866-724-5049
9 www.VeecoSecuritiesSettlement.com

10 If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the
11 Claims Administrator (without cost to you) as many additional copies of these documents as you
12 will need to complete the mailing.

13 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
14 performed for you, you may obtain reimbursement for or advancement of reasonable administrative
15 costs actually incurred or expected to be incurred in connection with forwarding the Notice and which
16 would not have been incurred but for the obligation to forward the Notice, upon submission of
17 appropriate documentation to the Claims Administrator.

18 DATED:

19 BY ORDER OF THE SUPERIOR COURT OF
20 CALIFORNIA, COUNTY OF SANTA CLARA

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 elleng@rgrdlaw.com
jamesj@rgrdlaw.com

6 BOTTINI & BOTTINI, INC.
7 FRANCIS A. BOTTINI, JR. (175783)
YURY A. KOLESNIKOV (271173)
8 7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
9 Telephone: 858/914-2001
858/914-2002 (fax)
10 fbottini@bottinilaw.com
ykolesnikov@bottinilaw.com

11 *Class Counsel*
12

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SANTA CLARA

16 MATT WOLTER, Individually and on	)	Lead Case No. 18CV329690
Behalf of All Others Similarly Situated,	)	(Consolidated with No. 18CV332463 and
	)	No. 18CV332644)
17 Plaintiff,)	
	)	<u>CLASS ACTION</u>
18 vs.)	
	)	PROOF OF CLAIM AND RELEASE
19 SHUBHAM MAHESHWARI, et al.,)	
	)	EXHIBIT A-2
20 Defendants.)	
_____		Judge: Hon. Sunil R. Kulkarni
		Dept.: 1
		Date Action Filed: June 8, 2018

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1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on the claims in the action entitled *Wolther v.*
3 *Maheshwari*, Lead Case No. 18CV329690 (“Action”),¹ you must complete and, on page ____ hereof,
4 sign this Proof of Claim. If you fail to file a properly addressed (as set forth in paragraph 3 below)
5 Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net
6 Settlement Fund created in connection with the proposed Settlement.

7 2. Submission of this Proof of Claim, however, does not assure that you will share in the
8 proceeds of the Settlement of the Action.

9 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED
10 PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED
11 HEREIN, **ON OR BEFORE _____, 2022**, ADDRESSED AS FOLLOWS:

12 *Veeco Securities Settlement*
13 Claims Administrator
14 c/o Gilardi & Co. LLC
15 P.O. Box 43384
Providence, RI 02940-3384
Online Submissions: www.VeecoSecuritiesSettlement.com

16 If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action
17 (“Notice”), DO NOT submit a Proof of Claim.

18 4. If you are a Class Member and you do not timely request exclusion, you are bound by
19 the terms of any judgment entered in the Action, including the releases provided therein, WHETHER
20 OR NOT YOU SUBMIT A PROOF OF CLAIM.

21 **II. CLAIMANT IDENTIFICATION**

22 You are a Class Member if you acquired shares of Veeco Instruments, Inc. (“Veeco” or the
23 “Company”) common stock pursuant or traceable to the registration statement and prospectus issued in
24 connection with Veeco’s May 26, 2017 merger with Ultratech, Inc. (“Ultratech”) (the “Merger”).
25

26 _____
27 ¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the
28 Amended Stipulation of Settlement (“Stipulation”), which can be obtained at
www.VeecoSecuritiesSettlement.com.

1 Use Part I of this form entitled "Claimant Identification" to identify each acquirer of record
2 ("nominee") of the Veeco common stock that forms the basis of this claim. THIS CLAIM MUST BE
3 FILED BY THE ACTUAL BENEFICIAL ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF
4 SUCH ACQUIRER(S) OF THE VEECO COMMON STOCK UPON WHICH THIS CLAIM IS
5 BASED.

6 All joint acquirers must sign this claim. Executors, administrators, guardians, conservators, and
7 trustees must complete and sign this claim on behalf of persons represented by them and their authority
8 must accompany this claim and their titles or capacities must be stated. The last four digits of the Social
9 Security (or taxpayer identification) number and telephone number of the beneficial owner may be used
10 in verifying the claim. Failure to provide the foregoing information could delay verification of your
11 claim or result in rejection of the claim.

12 If you are acting in a representative capacity on behalf of a Class Member (for example as an
13 executor, administrator, trustee, or other representative), you must submit evidence of your current
14 authority to act on behalf of that Class Member. Such evidence would include, for example, letters
15 testamentary, letters of administration, or a copy of the trust documents. By signing the Proof of Claim,
16 you will be swearing that you are expressly authorized to act on behalf of the owner of the shares.

17 **One claim should be submitted for each separate legal entity.** Separate Proofs of Claim
18 should be submitted for each separate legal entity (*e.g.*, a claim from joint owners should not include
19 separate transactions of just one of the joint owners, and an individual should not combine his or her
20 IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of
21 Claim should be submitted on behalf of one legal entity including all transactions made by that entity on
22 one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with
23 multiple brokerage accounts should include all transactions made in all accounts on one Proof of
24 Claim).

25 **III. CLAIM FORM**

26 Use Part II of this form entitled "Schedule of Transactions in Veeco Common Stock" to supply
27 all required details of your transaction(s). If you need more space or additional schedules, attach
28

1 separate sheets giving all of the required information in substantially the same form. Sign and print or
2 type your name on each additional sheet.

3 On the schedules, provide all of the requested information with respect to *all* of your
4 acquisitions of Veeco common stock that you received in the Merger and *all* of your sales of Veeco
5 common stock on or after May 26, 2017, whether such transactions resulted in a profit or a loss. You
6 must also provide all of the requested information with respect to the number of shares of Veeco
7 common stock you held at the close of trading on June 8, 2018. Failure to report all such transactions
8 may result in the rejection of your claim.

9 List each transaction separately and in chronological order, by trade date, beginning with the
10 earliest. You must accurately provide the month, day, and year of each transaction you list.

11 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**
12 **YOUR TRANSACTIONS IN VEECO COMMON STOCK SHOULD BE ATTACHED TO**
13 **YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**
14 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

15 **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive
16 his, her, or its *pro rata* share of the Net Settlement Fund. If the prorated payments to any Authorized
17 Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will
18 be made to that Authorized Claimant.

19 If you have any questions concerning the Proof of Claim, or need additional copies of the Proof
20 of Claim or the Notice, you may contact the Claims Administrator, Gilardi & Co. LLC, at the address
21 on the first page on the Proof of Claim, by e-mail at info@veecosecuritiessettlement.com, or by toll-free
22 phone at 866-724-5049, or you can visit the website, www.VeecoSecuritiesSettlement.com, where
23 copies of the Proof of Claim and Notice are available for downloading.

24 **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of
25 transactions may request, or may be requested, to submit information regarding their transactions in
26 electronic files. All such claimants **MUST** also submit a manually signed paper Proof of Claim whether
27 or not they also submit electronic copies. If you wish to submit your claim electronically, you must
28 contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No electronic

1 files will be considered to have been properly submitted unless the Claims Administrator issues to the
2 claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

3 SUPERIOR COURT OF THE STATE OF CALIFORNIA

4 COUNTY OF SANTA CLARA

5 *Wolther v. Maheshwari, et al.*

6 Lead Case No. 18CV329690

7 **PROOF OF CLAIM AND RELEASE**

8 **Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:**

9 _____, 2022

10 Please Type or Print

11 **REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER**
12 **DOCUMENTATION OF YOUR TRANSACTIONS IN VEECO COMMON STOCK. FAILURE**
13 **TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR**
14 **CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

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PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number		Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>	or	<input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>		<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address	<input type="text"/>	

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART II: SCHEDULE OF TRANSACTIONS IN VEECO COMMON STOCK

A. Shares of Veeco common stock acquired in the Merger:

B. Sales of Veeco common stock on or after May 26, 2017:

Trade Date (Month/Day/Year)	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

C. Number of shares of Veeco common stock acquired in the Merger and held at the close of trading on June 8, 2018: _____

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Superior Court of the State of California, County of Santa Clara, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same acquisitions or sales of Veeco common stock during the relevant period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the "Released Parties," defined as Defendants and each and all of their Related Parties, as defined in the Stipulation.

1 2. “Released Claims” means all claims, including “Unknown Claims” as defined in the
2 Stipulation, that both (i) arise out of, are based upon, are connected to, or reasonably relate to any of the
3 allegations, acts, transactions, facts, events, matters, occurrences, statements, representations,
4 misrepresentations or omissions involved, set forth, alleged or referred to, in this Action, or which could
5 have been alleged in, referred to or made part of this Action, and (ii) arise out of, are based upon, are
6 connected to, or reasonably relate to the acquisition of Veeco common stock by Class Members
7 pursuant or traceable to the Offering Documents issued in connection with Veeco’s May 26, 2017
8 Merger with Ultratech. “Released Claims” also includes any and all claims arising out of, relating to, or
9 in connection with the Settlement or resolution of the Action against the Released Parties (including
10 Unknown Claims), except claims to enforce any of the terms of the Stipulation. For the avoidance of
11 doubt, “Released Claims” does not include any claims brought under the federal securities laws against
12 Veeco that are unrelated to the allegations, acts, transactions, facts, events, matters, occurrences,
13 statements, representations, misrepresentations or omissions involved, set forth, alleged or referred to,
14 in this Action, or which were or could have been alleged, referred to or made part of this Action.

15 3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
16 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release
17 or any other part or portion thereof.

18 4. I (We) hereby warrant and represent that I (we) have included information about all of
19 my (our) transactions in Veeco common stock that occurred during the relevant period as well as the
20 number of shares held by me (us) at the close of trading on June 8, 2018.

21 I (We) declare under penalty of perjury under the laws of the State of California that all of the
22 foregoing information supplied on this Proof of Claim by the undersigned is true and correct.
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1 Executed this _____ day of _____
2 (Month/Year)

3 in _____
4 (City) (State/Country)

5 _____
(Sign your name here)

6 _____
(Type or print your name here)

7 _____
8 (Capacity of person(s) signing,
9 e.g., Beneficial Acquirer,
Executor or Administrator)

10 **ACCURATE CLAIMS PROCESSING TAKES A**
11 **SIGNIFICANT AMOUNT OF TIME.**
12 **THANK YOU FOR YOUR PATIENCE.**

13 Reminder Checklist:

- 14 1. Please sign the above release and acknowledgment.
- 15 2. Remember to attach copies of supporting documentation.
- 16 3. **Do not send** originals of certificates or other documentation as they will not be
17 returned.
- 18 4. Keep a copy of your Proof of Claim and all supporting documentation for your
19 records.
- 20 5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it
21 Certified Mail, Return Receipt Requested.
- 22 6. If you move, please send your new address to the address below.
- 23 7. **Do not use red pen or highlighter** on the Proof of Claim or supporting
24 documentation.
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1 **THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO**
2 **LATER THAN _____, 2022, ADDRESSED AS FOLLOWS:**

3 *Veeco Securities Settlement*

4 Claims Administrator

5 c/o Gilardi & Co. LLC

6 P.O. Box 43384

7 Providence, RI 02940-3384

8 Online Submissions: www.VeecoSecuritiesSettlement.com
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EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 655 West Broadway, Suite 1900
San Diego, CA 92101
4 Telephone: 619/231-1058
619/231-7423 (fax)
5 elleng@rgrdlaw.com
jamesj@rgrdlaw.com

6 BOTTINI & BOTTINI, INC.
7 FRANCIS A. BOTTINI, JR. (175783)
YURY A. KOLESNIKOV (271173)
8 7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
9 Telephone: 858/914-2001
858/914-2002 (fax)
10 fbottini@bottinilaw.com
ykolesnikov@bottinilaw.com

11 *Class Counsel*

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SANTA CLARA

15 MATT WOLTER, Individually and on	)	Lead Case No. 18CV329690
16 Behalf of All Others Similarly Situated,	)	(Consolidated with No. 18CV332463 and
	)	No. 18CV332644)
17 Plaintiff,)	
	)	<u>CLASS ACTION</u>
18 vs.)	
	)	SUMMARY NOTICE OF PROPOSED
19 SHUBHAM MAHESHWARI, et al.,	)	SETTLEMENT OF CLASS ACTION
)	
20 Defendants.)	EXHIBIT A-3
)	

21 Judge: Hon. Sunil R. Kulkarni
22 Dept.: 1
23 Date Action Filed: June 8, 2018
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1 **TO: ALL PERSONS WHO ACQUIRED VEECO INSTRUMENTS, INC. (“VEECO” OR THE**
2 **“COMPANY”) COMMON STOCK IN EXCHANGE FOR ULTRATECH, INC.**
3 **(“ULTRATECH”) COMMON STOCK PURSUANT TO THE REGISTRATION**
4 **STATEMENT AND PROSPECTUS ISSUED IN CONNECTION WITH VEECO’S MAY**
5 **26, 2017 MERGER WITH ULTRATECH**

6 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
7 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

8 YOU ARE HEREBY NOTIFIED that a hearing will be held on April 21, 2022, at 1:30 p.m.,
9 before the Honorable Sunil R. Kulkarni at the Superior Court of California, County of Santa Clara,
10 Department 1, 191 North First Street, San Jose, CA 95113, to determine whether: (1) the proposed
11 settlement (“Settlement”) of the above-captioned action as set forth in the Amended Stipulation of
12 Settlement (“Stipulation”)¹ for \$15,000,000 in cash should be approved by the Court as fair, reasonable
13 and adequate; (2) the Judgment as provided under the Stipulation should be entered; (3) to award
14 Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the Notice of
15 Proposed Settlement of Class Action (“Notice”), which is discussed below) and, if so, in what amount;
16 (4) to pay Class Representatives for representing the Class out of the Settlement Fund and, if so, in what
17 amount; and (5) the Plan of Allocation should be approved by the Court as fair, reasonable, and
18 adequate.

19 This Action is a consolidated securities class action brought on behalf of those persons who
20 acquired Veeco common stock pursuant or traceable to the registration statement and prospectus issued
21 in connection with Veeco’s merger with Ultratech, against Veeco and certain of its officers and
22 directors (collectively, “Defendants”) for, among other things, allegedly misstating and omitting
23 material facts from the registration statement and prospectus filed in connection with the Merger.
24 Plaintiffs allege that these purportedly false and misleading statements resulted in damage to Class
25 Members when the truth was revealed. Defendants deny all of Plaintiffs’ allegations.

26 **IF YOU ACQUIRED VEECO COMMON STOCK IN THE MERGER WITH**
27 **ULTRATECH, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS**
28 **ACTION.**

¹ The Stipulation can be viewed and/or obtained at www.VeecoSecuritiesSettlement.com.

1 To share in the distribution of the Settlement Fund, you must establish your rights by submitting
2 a Proof of Claim and Release form ("Proof of Claim") by mail (**postmarked no later than**
3 **_____, 2022**) or electronically (**no later than _____, 2022**). Your failure to timely submit
4 your Proof of Claim will subject your claim to rejection and preclude your receiving any of the recovery
5 in connection with the Settlement of this Action. If you are a member of the Class and do not request
6 exclusion therefrom, you will be bound by the Settlement and any judgment and release entered in the
7 Action, whether or not you submit a Proof of Claim.

8 If you have not received a copy of the Notice, which more completely describes the Settlement
9 and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim, you
10 may obtain these documents, as well as a copy of the Stipulation (which, among other things, contains
11 definitions for the defined terms used in this Summary Notice) and other settlement documents, online
12 at www.VeecoSecuritiesSettlement.com, or by writing to:

13 *Veeco Securities Settlement*
14 c/o Gilardi & Co. LLC
15 P.O. Box 43384
Providence, RI 02940-3384

16 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

17 Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Class
18 Counsel:

19 ROBBINS GELLER RUDMAN & DOWD LLP
20 Ellen Gusikoff Stewart
21 655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 800/449-4900

22 BOTTINI & BOTTINI, INC.
23 Francis A. Bottini, Jr.
24 7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: 858/914-2001

25 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A
26 REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY _____, 2022**, IN
27 THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE CLASS
28

1 WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS WILL BE BOUND BY THE
2 SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

3 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
4 SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL
5 FOR AN AWARD OF ATTORNEYS' FEES of 33 1/3% OF THE SETTLEMENT FUND (OR
6 \$5,000,000) AND EXPENSES NOT TO EXCEED \$175,000, AND/OR THE PAYMENT TO CLASS
7 REPRESENTATIVES NOT TO EXCEED \$20,000 IN THE AGGREGATE FOR REPRESENTING
8 THE CLASS. ANY WRITTEN OBJECTIONS MUST BE FILED WITH THE COURT AND SENT
9 TO CLASS COUNSEL AND DEFENDANTS' COUNSEL **BY** _____, **2022**, IN THE
10 MANNER AND FORM EXPLAINED IN THE NOTICE. YOU MAY ALSO MAKE AN ORAL
11 OBJECTION AT THE SETTLEMENT FAIRNESS HEARING WITHOUT SUBMITTING A
12 WRITTEN OBJECTION.

13 DATED: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SANTA CLARA

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I hereby declare that on December 1, 2021, I served the attached [PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE ON THE PARTIES in the within action by emailing a copy to the addresses below:

NAME	FIRM	EMAIL
James I. Jaconette Ellen Gusikoff Stewart	ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 Telephone: 619/231-1058 619/231-7423 (fax) <i>Co-Lead Counsel for Plaintiffs</i>	jamesj@rgrdlaw.com elleng@rgrdlaw.com
Francis A. Bottini, Jr. Yury A. Kolesnikov	BOTTINI & BOTTINI, INC. 7817 Ivanhoe Avenue, Suite 102 La Jolla, CA 92037 Telephone: 858/914-2001 858/914-2002 (fax) <i>Co-Lead Counsel for Plaintiffs</i>	fbottini@bottinilaw.com ykolesnikov@bottinilaw.com
David W. Hall	HEDIN HALL LLP Four Embarcadero Center, Suite 1400 San Francisco, CA 94104 Telephone: 415/766-3534 415/402-0058 (fax) <i>Additional Counsel for Plaintiffs</i>	dhall@hedinhall.com
Guillaume Buell	THORNTON LAW FIRM LLP 1 Lincoln Street Boston, MA 02111 Telephone: 617/720-1333 <i>Additional Counsel for Plaintiffs</i>	gbuell@tenlaw.com

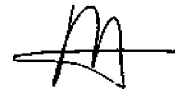
1 **COUNSEL FOR DEFENDANTS:**

2

NAME	FIRM	EMAIL
Matthew W. Close Jonathan B. Waxman	O'MELVENY & MYERS LLP 400 South Hope Street, 18th Floor Los Angeles, CA 90071 Telephone: 213/430-6000 213/430-6407 (fax) <i>Attorneys for Defendants</i>	mclose@omm.com jwaxman@omm.com

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7 I declare under penalty of perjury that the foregoing is true and correct. Executed on December
8 1, 2021, at San Diego, California.

9 

10 _____
11 MARIANNE MALONEY
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