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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SANTA CLARA

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

18 vs.)

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

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

CLASS ACTION

AMENDED STIPULATION OF
SETTLEMENT

Judge: Hon. Sunil R. Kulkarni

Dept.: 1

Date Action Filed: June 8, 2018

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1 This Amended Stipulation of Settlement dated November 30, 2021 (“Stipulation”), in the
2 consolidated action captioned *Wolther v. Maheshwari*, Lead Case No. 18CV329690 (“Action”),
3 pending before the Superior Court of California, County of Santa Clara (“Court”), supersedes the
4 Stipulation of Settlement entered into by the Parties on October 19, 2021, and is entered into by and
5 between Plaintiffs and Class Representatives Iron Workers District Council of New England Pension
6 Fund and Construction Workers Pension Trust Fund – Lake County and Vicinity (collectively, “Class
7 Representatives”), on behalf of themselves and each member of the Class (as defined below), and
8 Defendant Veeco Instruments, Inc. (“Veeco” or the “Company”), and Defendants Shubham
9 Maheshwari, John R. Peeler, John P. Kiernan, Kathleen A. Bayless, Richard A. D’Amore, Gordon
10 Hunter, Keith D. Jackson, Peter J. Simone, and Thomas St. Dennis (collectively, the “Individual
11 Defendants” and together with Veeco, “Defendants”), by and through their respective counsel. The
12 Stipulation is intended by Class Representatives and Defendants (collectively, the “Parties”) to fully,
13 finally, and forever resolve, discharge, release and settle the Released Claims and the Released
14 Defendants’ Claims (both defined below), upon and subject to the terms and conditions hereof and
15 subject to the Court’s approval.

16 **I. SUMMARY OF CLAIMS AND PROCEDURAL HISTORY**

17 This is a consolidated securities action against Defendants for claims under §§11, 12(a)(2) and
18 15 of the Securities Act of 1933 (the “Securities Act”). The Action is brought on behalf of all persons
19 who acquired Veeco common stock in exchange for Ultratech, Inc. (“Ultratech”) common stock
20 pursuant to the registration statement and prospectus issued in connection with Veeco’s May 26, 2017
21 merger with Ultratech (“Merger”). This case was certified as a class action on April 14, 2021.

22 Plaintiffs allege that Defendants violated §§11, 12(a)(2) and 15 of the Securities Act by reason
23 of material misrepresentations and omissions in the registration statement and prospectus issued in
24 connection with the Merger (collectively, the “Offering Documents”). Specifically, Plaintiffs allege
25 that the Offering Documents misrepresented and omitted material facts about Veeco’s and Ultratech’s
26 businesses and the competitive landscape in China, including that: (1) Veeco was being decimated by
27 one of its main competitors, AMEC; (2) several factors were making it very difficult for Veeco to
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1 compete in China, including in the MOCVD¹ market (*e.g.*, increased pricing pressure and reduced
2 margins); (3) Veeco was already in an acrimonious IP dispute with AMEC and its supplier SGL; (4) the
3 Chinese government’s role in the China market made it very difficult for Veeco to retain market share;
4 and (5) many risks that Veeco characterized as hypothetical had already materialized at the time of the
5 Merger. (*See* Plaintiffs’ allegations in the Consolidated Complaint for Violations of the Securities Act
6 of 1933 (the “Complaint”), ¶¶39-57.) Defendants have denied, and continue to deny, these allegations
7 and that there was any violation of the Securities Act.

8 Plaintiff Matt Wolther filed the initial complaint in this Court on June 8, 2018. Plaintiff Iron
9 Workers District Council of New England Pension Fund (“Iron Workers”) filed its complaint on
10 August 2, 2018, and Plaintiff Construction Workers Pension Trust Fund – Lake County and Vicinity
11 (“Construction Workers”) filed its complaint on August 8, 2018. On November 30, 2018, the Court
12 entered an order consolidating the actions and appointing Robbins Geller Rudman & Dowd LLP
13 (“Robbins Geller”) and Bottini & Bottini, Inc. as co-lead counsel.

14 On December 11, 2018, Plaintiffs filed the Complaint. On January 10, 2019, Defendants filed a
15 demurrer to the Complaint. Plaintiffs opposed the demurrer on February 8, 2019, and Defendants filed
16 their reply on February 25, 2019. The hearing on the demurrer occurred on April 26, 2019, and on May
17 3, 2019, Judge Brian C. Walsh issued his Order overruling the demurrer in its entirety.

18 On August 28, 2020, Plaintiffs filed a motion for class certification. Defendants took discovery
19 in connection with that motion, including propounding interrogatories and requests for production of
20 documents and deposing representatives of each of the Class Representatives. On February 5, 2021,
21 Defendants filed an opposition to Plaintiffs’ motion for class certification. Plaintiffs filed their reply on
22 March 12, 2021. On March 19, 2021, Defendants objected to and moved to strike Plaintiffs’ expert
23 declaration submitted with their reply memorandum. Plaintiffs opposed the motion to strike on March
24 23, 2021. On March 25, 2021, the Court heard oral argument and on April 14, 2021, the Court issued
25 an order certifying the Class, appointing Plaintiffs Iron Workers and Construction Workers as co-class
26 representatives and appointing Robbins Geller and Bottini & Bottini, Inc. as co-class counsel.

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28 ¹ “MOCVD” refers to metal organic chemical vapor deposition equipment.

1 Following the resolution of the demurrer, the Parties have engaged in extensive discovery
2 efforts. In response to Plaintiffs' discovery requests, Veeco has produced and Plaintiffs' Counsel have
3 reviewed over 182,000 pages of documents. The Parties also engaged in numerous meet-and-confer
4 conferences regarding discovery and one informal discovery conference with the Court.

5 On May 27, 2020, the Parties participated in a Zoom mediation before the Honorable Jay C.
6 Gandhi (Ret.) of JAMS. Prior to the mediation, the Parties prepared, exchanged and provided to Judge
7 Gandhi detailed mediation statements and exhibits setting forth their respective positions on the merits
8 and damages. Although the Parties negotiated in good faith, no settlement was reached and litigation
9 continued. In June 2021, the Parties renewed their efforts to resolve the case. On June 23, 2021, the
10 Parties attended a second full-day Zoom mediation with Judge Gandhi. The Parties exchanged and
11 provided to Judge Gandhi updated mediation statements and exhibits prior to that mediation.

12 Although no agreement was reached at the June 23, 2021 mediation session, negotiations
13 continued through Judge Gandhi. Thereafter, Judge Gandhi presented a mediator's proposal for the
14 monetary terms for a settlement of this Action on a class-wide basis. On July 7, 2021, the Parties
15 accepted the mediator's proposal and thereafter engaged in negotiations regarding the complete terms of
16 the Settlement (as defined below), which are set forth in this Stipulation and which are subject to
17 approval by the Court. This Stipulation (together with the exhibits hereto) reflects the final and binding
18 agreement between the Parties.

19 **II. PLAINTIFFS' INVESTIGATION AND THE BENEFITS OF SETTLEMENT**

20 Class Counsel represent that they have conducted an extensive investigation of the claims and
21 the underlying events and transactions alleged in this Action. Among other things, Class Counsel have
22 analyzed public filings, records, documents produced by Veeco, and other materials concerning
23 Defendants and third parties, retained a consultant to analyze damages and have researched the
24 applicable law with respect to the claims of Class Representatives and the Class against Defendants and
25 the potential defenses thereto.

26 Based on their investigation and review, Class Representatives and Plaintiffs' Counsel have
27 concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to the
28 Class and in their best interests, and have agreed to settle the claims raised in the Action pursuant to the

1 terms and provisions of this Stipulation, after considering: (a) the substantial benefits that Class
2 Representatives and the Class will receive from the settlement of the Action; (b) the risks, costs, and
3 uncertainties of ongoing litigation and any appeals; (c) the desirability of permitting the Settlement to
4 be consummated as provided by the terms of this Stipulation; and (d) Plaintiffs' Counsel's extensive
5 experience in the prosecution of similar actions.

6 The Parties to this Stipulation and their counsel agree not to contend in any forum that the
7 Action was brought or defended in bad faith, without a reasonable basis, or in violation of California
8 Code of Civil Procedure §128.7 or any other similar law or statute. The Action is being voluntarily
9 settled after advice of counsel and after Plaintiffs' Counsel have determined and believe that the terms
10 of the Settlement are fair, adequate, and reasonable to the Class.

11 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

12 Defendants have denied and continue to deny that they have committed any act or omission
13 giving rise to any liability and/or violation of law, including under the U.S. securities laws. Defendants
14 expressly have denied and continue to deny all charges of wrongdoing or liability against them arising
15 out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the
16 Action. Defendants have also denied and continue to deny, *inter alia*, the allegations that Plaintiffs or
17 the Class have suffered damages, or were otherwise harmed by the conduct alleged in this Action.
18 Defendants have asserted and continue to assert that the Offering Documents contained no material
19 misstatements or omissions. Defendants have asserted and continue to assert that, at all times, they
20 acted in good faith and in a manner reasonably believed to be in accordance with all applicable rules,
21 regulations and laws. Each Defendant reserves all defenses to any claims that may be filed by any
22 Person who opts out of the Settlement set forth in this Stipulation.

23 Nonetheless, Defendants have determined that it is desirable and beneficial to them that the
24 Action be settled in the manner and upon the terms and conditions set forth in this Stipulation to avoid
25 the further expense, inconvenience, burden, and uncertainty of this Action, the distraction and diversion
26 of personnel and resources, and to obtain the conclusive and complete dismissal and/or release of this
27 Action and Released Claims.

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1 Neither the Settlement nor any of its terms shall constitute an admission or finding of any fault,
2 liability, wrongdoing, or damages whatsoever or any infirmity in the defenses that Defendants have, or
3 could have, asserted. Defendants do not admit any liability or wrongdoing in connection with the
4 allegations set forth in the Action, or any facts related thereto.

5 This Stipulation shall in no event be construed or deemed to be evidence of, or an admission or
6 concession on the part of any Defendant with respect to, any claim or of any fault or liability or
7 wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have asserted.

8 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

9 NOW, THEREFORE, without any admission or concession on the part of Plaintiffs of any lack
10 of merit of the Action whatsoever, and without any admission or concession of any liability or
11 wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby STIPULATED
12 AND AGREED, by and among the Parties to this Stipulation, through their undersigned attorneys,
13 subject to approval by the Court, in consideration of the benefits flowing to the Parties hereto from the
14 Settlement, that all Released Claims (as defined below) as against the Released Parties (as defined
15 below) and all of Released Defendants' Claims (as defined below) shall be finally and fully
16 compromised, settled, released, and discharged, upon and subject to the following terms and conditions:

17 **1. Definitions**

18 As used in this Stipulation, and in addition to the above-defined terms, the following terms shall
19 have the meanings specified below:

20 1.1 "Action" means the consolidated action (consolidated by the Court on November 30,
21 2018) styled *Wolther v. Maheshwari*, Lead Case No. 18CV329690, pending in the Superior Court of
22 California, County of Santa Clara.

23 1.2 "Authorized Claimant" means a Class Member who submits a timely and valid Proof of
24 Claim form to the Claims Administrator that is accepted for payment.

25 1.3 "Claims Administrator" means Gilardi & Co. LLC or such other entity as the Court shall
26 appoint to administer the Settlement.
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1 1.4 “Class” and “Class Members” means all persons who acquired Veeco common stock in
2 exchange for Ultratech common stock pursuant to the registration statement and prospectus issued in
3 connection with Veeco’s May 26, 2017 Merger with Ultratech. Excluded from the Class are
4 Defendants, the officers and directors of Veeco and Ultratech (at all relevant times), members of their
5 immediate families, and their legal representatives, heirs, successors or assigns, and any entity in which
6 any Defendant has a majority ownership. Also excluded from the Class are those Persons who would
7 otherwise be Class Members but who timely and validly exclude themselves therefrom.

8 1.5 “Class Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP and
9 Bottini & Bottini, Inc.

10 1.6 “Class Representatives” means Plaintiffs Iron Workers District Council of New England
11 Pension Fund and Construction Workers Pension Trust Fund – Lake County and Vicinity.

12 1.7 “Court” means the Superior Court of the State of California for the County of Santa
13 Clara.
14

15 1.8 “Defendants” means Veeco, Shubham Maheshwari, John R. Peeler, John P. Kiernan,
16 Kathleen A. Bayless, Richard A. D’Amore, Gordon Hunter, Keith D. Jackson, Peter J. Simone, and
17 Thomas St. Dennis.

18 1.9 “Defendants’ Counsel” means the law firm of O’Melveny & Myers LLP.

19 1.10 “Effective Date of Settlement” or “Effective Date” means the date upon which all of the
20 events and conditions set forth in ¶10.1 below have been met and have occurred.

21 1.11 “Escrow Account” means an interest-bearing escrow account established by the Escrow
22 Agent or their respective successor(s) to receive the Settlement Amount.

23 1.12 “Escrow Agent” means Robbins Geller Rudman & Dowd LLP and Bottini & Bottini,
24 Inc., or its respective successor(s).

25 1.13 “Fee and Expense Award” means the attorneys’ fees and expenses awarded by the Court
26 as described in ¶5.1.
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1 1.14 “Final” with respect to the Judgment or any alternative judgment means: (i) if no appeal
2 is filed, the expiration date of the time provided for filing or petitioning for any appeal, or (ii) if there is
3 an appeal from the Judgment or any alternative judgment, the date of (a) final dismissal of all such
4 appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the Judgment, or
5 (b) the date the Judgment or any alternative judgment is finally affirmed on appeal, and (1) the
6 expiration of the time to file a petition for writ of certiorari or other form of review, (2) the denial of a
7 writ of certiorari or other form of review, or (3) if certiorari or other form of review is granted, the date
8 of final affirmance of the Judgment or any alternative judgment following review pursuant to that grant.
9 However, any appeal or appellate proceeding seeking subsequent judicial review solely of an order
10 issued with respect to (i) attorneys’ fees, costs or expenses, or (ii) the Plan of Allocation (as submitted
11 or subsequently modified) shall not in any way delay or preclude the Judgment from becoming Final.
12

13 1.15 “Judgment” means the judgment to be entered approving the Settlement, substantially in
14 the form attached hereto as Exhibit B.
15

16 1.16 “Merger” means Veeco’s May 26, 2017 merger with Ultratech.

17 1.17 “Net Settlement Fund” means the Settlement Fund less: (i) Court awarded attorneys’
18 fees; (ii) notice and administration expenses; (iii) any required Taxes; (iv) Court awarded litigation
19 expenses; and (v) any other fees or expenses approved by the Court.
20

21 1.18 “Notice” means the Notice of Proposed Settlement of Class Action, which is to be sent to
22 members of the Class, substantially in the form attached hereto as Exhibit A-1.

23 1.19 “Offering Documents” means the registration statement and prospectus issued in
24 connection with the Merger. For the avoidance of doubt, “Offering Documents” includes all versions of
25 the registration statement and prospectus filed with the SEC on March 13, 2017, April 21, 2017, and
26 April 24, 2017.
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1 1.20 “Person” means an individual, corporation, partnership, limited partnership, limited
2 liability partnership, association, joint stock company, limited liability company or corporation,
3 professional corporation, estate, legal representative, trust, unincorporated association, government or
4 any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses,
5 heirs, predecessors, successors, representatives, or assignees.
6

7 1.21 “Plaintiffs” means Matt Wolther, Iron Workers District Council of New England Pension
8 Fund, and Construction Workers Pension Trust Fund – Lake County and Vicinity.

9 1.22 “Plaintiffs’ Counsel” means those firms that have appeared on behalf of the Class in the
10 Action: Robbins Geller Rudman & Dowd LLP, Bottini & Bottini, Inc., Hedin Hall LLP and Thornton
11 Law Firm LLP.

12 1.23 “Plan of Allocation” means the plan described in the Notice or any alternate plan
13 approved by the Court whereby the Net Settlement Fund (as defined above in ¶1.17) shall be distributed
14 to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Parties
15 shall have no responsibility therefore or liability with respect thereto.
16

17 1.24 “Preliminary Approval Order” means the proposed order preliminarily approving the
18 Settlement and directing notice thereof to the Class, substantially in the form attached hereto as
19 Exhibit A.
20

21 1.25 “Proof of Claim” means the Proof of Claim and Release, substantially in the form
22 attached hereto as Exhibit A-2.

23 1.26 “Related Parties” means each of a Defendant’s or Ultratech’s predecessors, successors,
24 or past, present or future direct or indirect parents, subsidiaries, sister corporations, divisions, affiliates,
25 or joint ventures, as well as each of their respective present or former directors, officers, employees,
26 partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling
27 shareholders, attorneys, accountants, auditors, financial or investment advisors or consultants, banks or
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1 investment bankers, personal or legal representatives, predecessors, successors, assigns, assignors,
2 spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest,
3 any member of any Individual Defendant's immediate family, any trust of which any Defendant is the
4 settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and the legal
5 representatives, heirs, successors in interest or assigns of the Defendants.
6

7 1.27 "Released Claims" means all claims, including "Unknown Claims" as defined below,
8 that both (i) arise out of, are based upon, are connected to, or reasonably relate to any of the allegations,
9 acts, transactions, facts, events, matters, occurrences, statements, representations, misrepresentations or
10 omissions involved, set forth, alleged or referred to, in this Action, or which could have been alleged in,
11 referred to or made part of this Action, and (ii) arise out of, are based upon, are connected to, or
12 reasonably relate to the acquisition of Veeco common stock by Class Members pursuant or traceable to
13 the Offering Documents issued in connection with Veeco's May 26, 2017 Merger with Ultratech.
14 "Released Claims" also includes any and all claims arising out of, relating to, or in connection with the
15 Settlement or resolution of the Action against the Released Parties (including Unknown Claims), except
16 claims to enforce any of the terms of this Stipulation. For the avoidance of doubt, "Released Claims"
17 does not include any claims brought under the federal securities laws against Veeco that are unrelated to
18 the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations,
19 misrepresentations, or omissions involved, set forth, alleged or referred to, in this Action, or which
20 could have been alleged in, referred to or made part of this Action.
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23 1.28 "Released Defendants' Claims" means all claims, including "Unknown Claims" as
24 defined below, that any Released Party may have against Plaintiffs, Class Members, or Plaintiffs'
25 Counsel relating to the institution, prosecution, or settlement of the Action (except for claims to enforce
26 any of the terms of this Stipulation).
27

28 1.29 "Released Parties" means Defendants and each and all of their Related Parties.

1 1.30 “Settlement” means the settlement on the terms set forth in this Stipulation.

2 1.31 “Settlement Amount” means the sum of \$15,000,000 to be deposited into an Escrow
3 Account pursuant to ¶3.1.

4 1.32 “Settlement Fairness Hearing” means the hearing scheduled by the Court to determine
5 whether: (i) the Settlement is fair, reasonable and adequate, (ii) the Plan of Allocation is fair,
6 reasonable and adequate, and (iii) Class Counsel’s request for an award of attorneys’ fees and expenses,
7 including awards to Class Representatives, is reasonable.
8

9 1.33 “Settlement Fund” means the Settlement Amount plus any interest or income earned
10 thereon.

11 1.34 “Summary Notice” means the summary notice of proposed Settlement and hearing for
12 publication, substantially in the form attached hereto as Exhibit A-3.
13

14 1.35 “Unknown Claims” means: (i) any and all claims and potential claims against the
15 Released Parties which Plaintiffs or any Class Member do not know or suspect to exist in their, his, her,
16 or its favor as of the Effective Date, including, without limitation, those that, if known by such Plaintiff
17 or Class Member, might have affected his, her or its decision(s) with respect to the Settlement or the
18 releases, including his, her or its decision(s) to object or not to object to the Settlement or to exclude
19 himself, herself, or itself from the Class, and (ii) any claims against Plaintiffs which Defendants do not
20 know or suspect to exist in their favor, which if known by any of them, might have affected their, his,
21 her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and
22 Released Defendants’ Claims, the Parties stipulate and agree that by operation of the Final Judgment,
23 upon the Effective Date, Plaintiffs and Defendants shall have expressly waived, and each Class Member
24 shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived,
25 the provisions, rights, and benefits of Cal. Civ. Code §1542, which provides:
26

27 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
28 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**

1 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
2 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
3 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
4 **DEBTOR OR RELEASED PARTY;**

5 and any and all provisions, rights, and benefits conferred by any law of any state or territory of the
6 United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ.
7 Code §1542. Plaintiffs, Class Members, and Defendants may hereafter discover facts in addition to or
8 different from those which he, she, or it now knows or believes to be true with respect to the subject
9 matter of the Released Claims and Released Defendants' Claims, but Plaintiffs and Defendants shall
10 expressly fully, finally, and forever settle and release, and each Class Member, upon the Effective Date,
11 shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever
12 settled and released, any and all Released Claims and Released Defendants' Claims, known or
13 unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or
14 unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any
15 theory of law or equity now existing or coming into existence in the future, including, but not limited to,
16 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule,
17 without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs
18 and Defendants acknowledge, and Class Members shall be deemed to have acknowledged, that the
19 inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims
20 was separately bargained for and was an essential element of the Settlement of which these releases are
21 a part.

22 **2. Scope and Effect of Settlement**

23 2.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition
24 of: (i) this Action against Defendants; (ii) any and all Released Claims as against all Released Parties;
25 and (iii) any and all Released Defendants' Claims.

26 2.2 (a) Upon the Effective Date of this Settlement, Plaintiffs and all Class Members, on
27 behalf of themselves and any Person claiming through or on behalf of them, shall be deemed to have,
28 and by operation of the Final Judgment shall have, fully, finally, and forever waived, released,

1 compromised, settled, resolved, relinquished, and discharged all Released Claims against the Released
2 Parties, regardless of whether such Class Member executes and delivers a Proof of Claim.

3 (b) Upon the Effective Date of this Settlement, each and every Class Member and
4 any Person claiming through or on behalf of them will be permanently and forever barred, estopped,
5 and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other
6 proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum,
7 asserting the Released Claims against the Released Parties, whether or not such Class Member executes
8 and delivers a Proof of Claim.

9
10 (c) Upon the Effective Date of this Settlement, each of the Released Parties shall be
11 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released
12 and discharged Plaintiffs, Plaintiffs' Counsel and each and all of the Class Members from each and
13 every one of the Released Defendants' Claims.

14
15 (d) The releases provided in this Stipulation shall become effective immediately
16 upon occurrence of the Effective Date without the need for any further action, notice, condition or
17 event.

18 **3. The Settlement Consideration**

19 3.1 In consideration of the full and final settlement of all claims asserted or that could have
20 been asserted by any of the Plaintiffs or Class Members as against Defendants or any of the Released
21 Parties, Veeco has agreed to cause its insurance carrier(s) to deposit the Settlement Amount into the
22 Escrow Account in accordance with instructions to be provided by the Escrow Agent within thirty (30)
23 calendar days of the later of: (i) the Court's order granting preliminary approval of the Settlement; and
24 (ii) Class Counsel furnishing to Veeco's counsel an encrypted e-mail containing complete particulars
25 for payment by wire transfer or check, and a W-9. The Parties agree that the Settlement Fund is
26 intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1. The
27 account funds, less any amounts incurred for notice, administration, and/or taxes, plus any accrued
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1 interest thereon, shall revert to the Person(s) making the deposits if the Settlement does not become
2 effective for any reason, including by reason of a termination of the Settlement pursuant to ¶10.4 herein.
3 The Settlement Fund includes any interest earned thereon.

4 3.2 If the entire Settlement Amount is not timely paid to the Escrow Account, the unpaid
5 balance shall accumulate interest at the rate of 5% per annum until paid.

6 3.3 Plaintiffs and Class Members shall look solely to the Settlement Fund as satisfaction of
7 all claims that are released hereunder. Defendants shall have no obligation under this Stipulation or the
8 Settlement to pay any additional amounts, and upon payment of the Settlement Amount set forth in
9 ¶3.1, Defendants shall have no other obligation to pay, advance, fund, contribute or reimburse any fees,
10 expenses, costs, liability or damages whatsoever alleged or incurred by Plaintiffs, by any Class
11 Member, or by any of their attorneys, experts, advisors, agents, or representatives with respect to the
12 Action, this Settlement or the Released Claims. Any award made by the Court pursuant to the Fee and
13 Expense Application referred to in ¶5.1 hereof shall be paid exclusively from the Settlement Fund; any
14 agreement between or among Plaintiffs' Counsel to divide fees, expenses, costs, or interest shall be
15 between or among such Plaintiffs' Counsel only; and Defendants shall have no obligation or rights with
16 respect to any allocation between or among Plaintiffs' Counsel, or with respect to any payment to any
17 Plaintiffs' Counsel, of any fees, expenses, costs or interest, except in the event that the return of the
18 Settlement Fund is required, consistent with the provisions of ¶¶5.1 and 10.4 herein. Plaintiffs and
19 Class Members acknowledge that as of the Effective Date, the releases given herein shall become
20 effective immediately by operation of the Final Judgment and shall be permanent, absolute, and
21 unconditional.
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24 3.4 (a) The Settlement Fund, net of any Taxes (as defined below), shall be used to pay:
25 (i) the notice and administration costs, fees and expenses of the Settlement referred to in ¶4.2 hereof;
26 (ii) any award made by the Court pursuant to the Fee and Expense Application referred to in ¶5.1
27 hereof; and (iii) the remaining administration expenses, fees and costs referred to in ¶4.2 hereof and any
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1 other attorney and administrative costs, fees, payments, or awards subsequently approved by the Court.
2 The balance of the Settlement Fund after the above payments shall be the Net Settlement Fund, which
3 shall be distributed to the Authorized Claimants as provided in ¶¶6.1-6.3 hereof. Any portions of the
4 Settlement Fund required to be held in escrow prior to the Effective Date shall be held by the Escrow
5 Agent for the Settlement Fund. The Settlement Fund held by the Escrow Agent shall be deemed to be
6 in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the
7 Net Settlement Fund shall be distributed to Authorized Claimants, or returned to Defendants pursuant to
8 this Stipulation and/or further order of the Court. The Escrow Agent shall not disburse the Settlement
9 Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the Court. The
10 Escrow Agent shall be responsible for investing the Settlement Fund in eligible investments, meaning
11 obligations issued or guaranteed by the United States of America or any agency or instrumentality
12 thereof, backed by the full faith and credit of the United States, or fully insured by the United States
13 Government or an agency thereof, and the Escrow Agent shall reinvest the proceeds of these obligations
14 or instruments as they mature in similar instruments at their then-current market rates. All risks related
15 to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this
16 paragraph shall be borne by the Settlement Fund and in no case by any Released Party.
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19 (b) For the purpose of §1.468B of the Internal Revenue Code and the Treasury
20 regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement
21 Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary
22 or advisable with respect to the Settlement Fund (including, without limitation, the returns described in
23 Treas. Reg. §1.468B- 2(k)). Such returns (as well as the election described below) shall be consistent
24 with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest,
25 or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as
26 provided herein.
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1 (c) All: (i) taxes (including any estimated taxes, interest or penalties) arising with
2 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be
3 imposed upon Defendants or their Related Parties with respect to any income earned by the Settlement
4 Fund for any period during which the Settlement Fund does not qualify as a “Qualified Settlement
5 Fund” for federal or state income tax purposes; and (ii) all other tax expenses incurred in the operation
6 of and implementation of this paragraph, including, without limitation, expenses of tax attorneys and/or
7 accountants and mailing and distribution expenses related to filing or failing to file the returns described
8 in this paragraph (collectively, “Taxes”) shall promptly be paid out of the Settlement Fund by the
9 Escrow Agent without prior order from the Court. The Escrow Agent shall also be obligated to, and
10 shall be responsible for, withholding from distribution to Class Members any funds necessary to pay
11 such amounts, including the establishment of adequate reserves for any Taxes. The Parties agree to
12 cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent
13 reasonably necessary to carry out the provisions of this paragraph.

14 (d) Except to the extent Class Counsel are acting in their capacity as Escrow Agent,
15 neither the Parties nor their counsel shall have any responsibility for or liability whatsoever with respect
16 to: (i) any act, omission, or determination of the Escrow Agent or the Claims Administrator, or any of
17 their respective designees or agents, in connection with the administration of the Settlement Fund or
18 otherwise; (ii) the Plan of Allocation; (iii) the determination, administration, calculation, or payment of
19 any claims asserted against the Settlement Fund; or (iv) the payment or withholding of any Taxes,
20 expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of
21 any returns. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the
22 Released Parties and their counsel harmless for Taxes and tax expenses (including, without limitation,
23 taxes payable by reason of any such indemnification).

24 **4. Administration**

25 4.1 The Claims Administrator shall administer and calculate the claims that shall be allowed
26 and oversee distribution of the Net Settlement Fund pursuant to the Court’s Orders and subject to such
27 supervision of Class Counsel and/or the Court as the circumstances may require. The Claims
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1 Administrator agrees to be subject to the jurisdiction of the Court with respect to the administration of
2 the Settlement and the distribution of the Net Settlement Fund pursuant to the terms of this Stipulation.
3 Defendants, Defendants' Counsel and the other Released Parties shall have no role in, or responsibility
4 for, the administration of the Settlement and shall have no liability to the Claims Administrator, Escrow
5 Agent, Plaintiffs, the Class, or any other person in connection with, as a result of, or arising out of, such
6 administration. The Claims Administrator will not make any distributions to Class Members from the
7 Net Settlement Fund until the Judgment becomes Final and all the conditions described in ¶10.1 herein
8 have been satisfied.
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10 4.2 Prior to the Effective Date, Class Counsel may pay from the Settlement Fund, without
11 further approval from Defendants or the Court, the reasonable costs and expenses up to the sum of
12 \$500,000.00 associated with notice to the Class, and the administration of the Settlement, including,
13 without limitation, the actual costs of notice, and the administrative expenses incurred and fees charged
14 by the Claims Administrator in connection with providing notice and processing the submitted claims.
15 Prior to the Effective Date, all costs and expenses incurred in connection with the administration of the
16 Settlement in excess of \$500,000.00 shall be paid from the Settlement Fund subject to approval from
17 the Court. After the Effective Date, all costs and expenses incurred and fees charged by the Claims
18 Administrator in connection with the administration of the Settlement shall be paid from the Settlement
19 Fund without further approval from Defendants or the Court. Within fourteen (14) calendar days of
20 entry of the Preliminary Approval Order, the Company shall provide or cause to be provided to Class
21 Counsel and/or the Claims Administrator, at no cost, its shareholder lists as appropriate for providing
22 notice to the Class. It shall be the Claims Administrator's sole responsibility to disseminate the Notice
23 and Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court.
24 Class Members shall have no recourse as to the Released Parties with respect to any claims they may
25 have that arise from any failure of the notice process.
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1 **5. Fee and Expense Application**

2 5.1 Class Counsel will submit an application or applications (the “Fee and Expense
3 Application”) to the Court for an award from the Settlement Fund of: (i) attorneys’ fees and the
4 payment of litigation expenses incurred in connection with the prosecution of the Action, plus interest
5 on both amounts at the same rate and period as earned on the Settlement Fund (until paid); and (ii) an
6 award to Class Representatives pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their
7 representation of the Class. Attorneys’ fees, expenses, and interest as are awarded by the Court shall be
8 paid from the Settlement Fund to Class Counsel immediately upon entry by the Court of an order
9 awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or
10 potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. Class Counsel
11 may thereafter allocate such fees to Plaintiffs’ Counsel subject to each Plaintiffs’ Counsel’s (including
12 their respective partners, shareholders and/or firms) several obligation to repay those amounts to the
13 Settlement Fund plus accrued interest at the same net rate as is earned by the Settlement Fund, as a
14 result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost
15 award is reduced or reversed or return of the Settlement Fund is required consistent with the provisions
16 of ¶10.4 hereof. In such event, Plaintiffs’ Counsel shall, within ten (10) business days from the event
17 which requires repayment of the fee or expense award, refund to the Settlement Fund the fee and
18 expense award paid to them, along with interest, as described above. Furthermore, all Plaintiffs’
19 Counsel (including their respective partners, shareholders, and/or firms) agree that they remain subject
20 to the continuing jurisdiction of the Court for the purpose of enforcing their obligation to repay required
21 attorneys’ fees and expenses to the Settlement Fund as provided in this paragraph. Without limitation,
22 Plaintiffs’ Counsel agree that the Court may, upon application of Defendants and notice to Plaintiffs’
23 Counsel, summarily issue orders, including, but not limited to, judgments and attachment orders, and
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1 may make appropriate findings of or sanctions for contempt, should Plaintiffs' Counsel fail to timely
2 repay fees and expenses pursuant to this ¶5.1.

3 5.2 This Settlement is not contingent on the allowance or disallowance by the Court of the
4 Fee and Expense Application or any minimum or specific amount of attorneys' fees, litigation expenses,
5 or awards to Class Representatives. Notwithstanding any other provision of this Stipulation to the
6 contrary, the Fee and Expense Application, which must be paid out of the Settlement Fund under the
7 terms of this Stipulation, shall be considered by the Court separate and apart from its consideration of
8 the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding pertaining
9 solely to the Fee and Expense Application, or any appeal of any order pertaining solely thereto or
10 reversal or modification thereof, shall not operate to, or be grounds to, terminate or cancel this
11 Stipulation or the Settlement of the Action, or affect or delay the finality of the Judgment approving this
12 Settlement.
13 Settlement.

14 5.3 Defendants and the Released Parties shall have no responsibility for, and no liability
15 whatsoever with respect to, any payment to Plaintiffs' Counsel and/or any other Person who receives
16 payment from the Settlement Fund.
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18 5.4 Defendants and the Released Parties shall have no responsibility for, and no liability
19 whatsoever with respect to, the allocation among Plaintiffs' Counsel and/or any Person who may assert
20 some claim thereto, of any Fee and Expense Award that the Court may order in the Action.
21

22 5.5 The Class Representatives may submit an application for an award pursuant to 15 U.S.C.
23 §77z-1(a)(4) in connection with their representation of the Class. However, in the event that the
24 Effective Date does not occur, or the Judgment or the order approving Class Representatives'
25 application for an award is reversed or modified, or the Stipulation is cancelled or terminated for any
26 other reason, and such reversal, modification, cancellation, or termination becomes final and not subject
27 to review, then Class Representatives shall, within fifteen (15) business days from receiving notice from
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1 Defendants' Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such
2 amounts previously paid to them from the Settlement Fund in an amount consistent with such reversal
3 or modification.

4 **6. Distribution to Authorized Claimants**

5 6.1 The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of
6 the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the
7 Plan of Allocation described in the Notice annexed hereto as Exhibit A-1, or in such other Plan of
8 Allocation as the Court approves.

9 6.2 The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation
10 and it is not a condition of this Stipulation that any particular Plan of Allocation be approved. The
11 Released Parties will take no position with respect to the proposed Plan of Allocation or such Plan of
12 Allocation as may be approved by the Court. The Plan of Allocation is a matter separate and apart from
13 the Settlement between the Parties and any decision by the Court concerning the Plan of Allocation
14 shall not affect the validity or finality of the proposed Settlement.

15 6.3 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund
16 based on his or her Recognized Claim compared to the total Recognized Claims of all accepted
17 claimants. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants shall
18 not be entitled to get back any of the settlement monies, or interest earned thereon, once the Judgment
19 becomes Final and all the conditions set forth in ¶10.1 herein have been satisfied. The Released Parties
20 shall have no involvement in reviewing, evaluating, or challenging claims and shall have no
21 responsibility or liability for determining the allocation of any payments to any Class Members or for
22 any other matters pertaining to the Plan of Allocation.
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1 **7. Administration of the Settlement**

2 7.1 Within ninety (90) calendar days after such time as set by the Court to mail notice to the
3 Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims
4 Administrator a completed Proof of Claim, substantially in the form attached hereto as Exhibit A-2 and
5 as approved by the Court, signed under penalty of perjury and supported by such documents as are
6 specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.
7

8 7.2 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a
9 Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever
10 barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but
11 will in all other respects be subject to and bound by the provisions of the Stipulation, the releases
12 contained herein, and the Final Judgment. Notwithstanding the foregoing, Class Counsel have the
13 discretion (but not the obligation) to accept for processing late submitted claims so long as the
14 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. No Person
15 shall have any claim against Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator by reason of the
16 exercise or non-exercise of such discretion.
17

18 7.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator,
19 under the supervision of Class Counsel, who shall determine, in accordance with this Stipulation and
20 the approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to
21 review by the Court pursuant to ¶7.5 below.
22

23 7.4 Proofs of Claim that do not meet the submission requirements may be rejected. Prior to
24 rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with the
25 claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of
26 Claim submitted. The Claims Administrator, under the supervision of Class Counsel, shall notify, in a
27 timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in
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1 whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such
2 notice that the claimant whose claim is to be rejected has the right to a review by the Court if the
3 claimant so desires and complies with the requirements of ¶7.5 below.

4 7.5 If any claimant whose claim has been rejected in whole or in part for curable deficiency
5 desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of
6 mailing of the notice required in ¶7.4 above, or a lesser period of time if the claim was untimely, serve
7 upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for
8 contesting the rejection along with any supporting documentation, and requesting a review thereof by
9 the Court. If a dispute concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter
10 present the claimant's request for review to the Court.

11 7.6 Each claimant who declines to be excluded from the Class shall be deemed to have
12 submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited
13 to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation
14 and discovery under the California Code of Civil Procedure, provided that such investigation and
15 discovery shall be limited to the claimant's status as a Class Member and the validity and amount of the
16 claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed
17 from any Person on the merits of the Action or the Settlement.

18 7.7 No Person shall have any claim against the Released Parties, Defendants' Counsel,
19 Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator, or any other Person designated by Class
20 Counsel based on determinations or distributions made substantially in accordance with this Stipulation
21 and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

22 7.8 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in
23 accordance with the Plan of Allocation described in the Notice and approved by the Court. If there is
24 any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of
25

1 the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims
2 Administrator shall, if economically feasible, reallocate such balance among Authorized Claimants in
3 an equitable and economic fashion. These redistributions will be repeated until the balance remaining
4 in the Net Settlement Fund is no longer economically reasonable, in Class Counsel's discretion, to
5 distribute to Class Members. Thereafter, subject to distribution to state entities as required by
6 California Code of Civil Procedure §384(b)(3), any balance that still remains in the Net Settlement
7 Fund shall be donated to the Legal Aid Society of Santa Clara County.
8

9 7.9 Except for Veeco's obligation to pay the Settlement Amount or cause it to be paid, if
10 applicable, Defendants, Defendants' Counsel and the Released Parties shall have no liability, obligation,
11 or responsibility whatsoever for the administration of the Settlement or disbursement of the Net
12 Settlement Fund. Class Counsel shall have the right, but not the obligation, to advise the Claims
13 Administrator to waive what Class Counsel reasonably deems to be formal or technical defects in any
14 Proofs of Claim submitted, including, without limitation, failure to submit a document by the
15 submission deadline, in the interests of achieving substantial justice.
16

17 7.10 All proceedings with respect to the administration, processing and determination of
18 claims and the determination of all controversies relating thereto, including disputed questions of law
19 and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.
20

21 7.11 The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the
22 account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all
23 claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole
24 or in part, have been notified and provided the opportunity to be heard concerning such rejection or
25 disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by
26 the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (iii) all
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1 matters with respect to the Fee and Expense Application have been resolved by the Court, all appeals
2 therefrom have been resolved, or the time therefor has expired.

3 **8. Terms of Preliminary Approval Order**

4 8.1 Promptly after this Stipulation has been fully executed, Class Counsel shall apply to the
5 Court by motion on notice for entry of the Preliminary Approval Order, substantially in the form
6 annexed hereto as Exhibit A. Class Counsel and Defendants' Counsel shall jointly request that the
7 postmark deadline for objecting to or submitting exclusions from this Settlement be set at least sixty
8 (60) calendar days after the date for the initial mailing of the Notice as set forth in the Preliminary
9 Approval Order. Upon receiving any request(s) for exclusion ("Request for Exclusion"), the Claims
10 Administrator shall promptly notify Class Counsel and Defendants' Counsel of such Requests for
11 Exclusion.
12

13 8.2 Any Class Member who wishes to opt out of the Class must submit a timely written
14 Request for Exclusion on or before the opt-out date, in the manner specified in the Court's Preliminary
15 Approval Order. A Request for Exclusion is valid only if it is signed by the Class Member or Class
16 Members requesting exclusion in that request. Any Class Member who does not submit a timely
17 written Request for Exclusion will be bound by all proceedings, orders, and judgments in the Action,
18 whether or not he, she, or it timely submits a Proof of Claim.
19

20 **9. Terms of Judgment**

21 9.1 If the Settlement contemplated by this Stipulation is approved by the Court, Class
22 Counsel shall request that the Court enter a Judgment, substantially in the form annexed hereto as
23 Exhibit B.
24

25 **10. Effective Date of Settlement, Waiver or Termination**

26 10.1 The Effective Date of Settlement shall be the date when all of the following shall have
27 occurred:
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1 (a) the Court has entered the Preliminary Approval Order, substantially in the form
2 annexed hereto as Exhibit A;

3 (b) the Settlement Amount has been deposited into the Escrow Account pursuant to
4 ¶3.1;

5 (c) Defendants have not exercised their option to terminate this Settlement pursuant
6 to ¶10.3;

7 (d) final approval by the Court of the Settlement, following notice to the Class; and

8 (e) entry by the Court of a Judgment, or a judgment substantially in the form of
9 Exhibit B annexed hereto, that has become Final.
10

11 10.2 Each of the Class Representatives and each of the Defendants, through their respective
12 counsel, shall, in each of their separate discretions, but in all events subject to ¶5.2 herein, have the right
13 to terminate the Settlement and this Stipulation, as to themselves, by providing written notice of their
14 election to do so (“Termination Notice”) to all other Parties hereto within twenty (20) business days of:

15 (a) the Court’s refusal to enter the Preliminary Approval Order, substantially in the form of Exhibit A
16 annexed hereto, whether or not the Court’s refusal is in an appealable order; (b) the Court’s refusal to
17 approve this Stipulation or any material part of it (except as to any decision by the Court concerning any
18 Fee and Expense Award); (c) the Court’s refusal to enter the Judgment in substantially the form
19 attached hereto as Exhibit B or the date on which any court of appeal affirms, or does not reverse, any
20 appealable refusal by the Court to enter the Judgment in substantially the form attached hereto as
21 Exhibit B; (d) the date on which the Judgment is modified or reversed by a court of appeal or any higher
22 court in any material respect except to the extent that the only modification or reversal by the court of
23 appeal or higher court pertains solely to the Fee and Expense Award; or (e) in the event that the Court
24 enters an order giving preliminary approval that is not substantially in the form of Exhibit A annexed
25 hereto or enters a judgment in a form that is not substantially in the form attached hereto as Exhibit B,
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1 and none of the Parties elects to terminate this Settlement, the date that such order or judgment is
2 modified or reversed by a court of appeal or any higher court in any material respect.

3 10.3 As set forth in a separate agreement (the “Supplemental Agreement”) executed between
4 Plaintiffs and Defendants, by and through their counsel, Defendants may terminate the Settlement and
5 render it null and void in the event that members of the Class who collectively acquired more than a
6 certain amount of Veeco common stock in the Merger exclude themselves from the Class. The Parties
7 agree to maintain the confidentiality of the Supplemental Agreement. The Supplemental Agreement
8 will not be filed with the Court unless required by the Court, Court rule or unless and until a dispute as
9 between Plaintiffs and Defendants concerning its interpretation or application arises. If submission of
10 the Supplemental Agreement is ordered by the Court or is necessary to resolve a dispute between
11 Plaintiffs and Defendants, the Parties will seek to have the Supplemental Agreement submitted to the
12 Court *in camera* or filed under seal, but such disclosure shall be carried out to the fullest extent possible
13 in accordance with the practices of the Court so as to preserve the confidentiality of the Supplemental
14 Agreement, particularly the threshold aggregate number of shares.

17 10.4 Except as otherwise provided herein, in the event the Settlement is terminated in
18 accordance herewith, the Judgment is vacated, or the Effective Date fails to occur for any reason, then
19 the Parties shall be deemed to have reverted to their respective status in the Action immediately prior to
20 the execution of this Stipulation, the fact and terms of the Settlement shall not be admissible, used, or
21 referenced in any trial of the Action, and, except as otherwise expressly provided, the Parties shall
22 proceed in all respects as if this Stipulation and any related orders had not been entered, and any portion
23 of the Settlement Amount previously paid by or on behalf of Defendants, together with any interest
24 earned thereon (and, if applicable, re-payment of any attorneys’ fee and expense award referred to in
25 ¶5.1 hereof), less any Taxes due, if any, with respect to such income, and less costs of administration
26 and notice actually incurred and paid or payable from the Settlement Amount (not to exceed \$500,000
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1 without the prior approval of the Court) shall be returned to the party, parties, or insurer that paid the
2 Settlement Amount as directed by Veeco within ten (10) business days from the date of the event
3 causing such termination. No order of the Court or modification or reversal on appeal of any order of
4 the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses and
5 interest awarded by the Court to Plaintiffs' Counsel or the amount of any award or expenses by the
6 Court to Class Representatives shall constitute grounds for termination of the Settlement.
7

8 **11. No Admission of Wrongdoing**

9 11.1 Defendants deny that they have committed any act or omission giving rise to any liability
10 and/or violation of law, and state that they are entering into this Settlement to eliminate the burden and
11 expense of further litigation. This Stipulation, whether or not consummated, including any and all of its
12 terms, provisions, exhibits, and prior drafts, and any negotiations or proceedings related or taken
13 pursuant to it:
14

15 (a) Shall not be offered or received against Defendants or the Released Parties as
16 evidence of, or evidence supporting a presumption, concession, or admission with respect to any
17 liability, negligence, fault, or wrongdoing, or in any way referred to for any other reason as against
18 Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings
19 as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this
20 Stipulation is approved by the Court and becomes effective pursuant to its terms, Defendants may refer
21 to it to effectuate the liability protection granted them hereunder, and nothing in this Settlement shall
22 restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to
23 any claims asserted in any other action based on any amount paid herein;
24

25 (b) Shall not be construed as or received in evidence as an admission, concession, or
26 presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or
27 that any defenses asserted by Defendants have any merit, or that damages recoverable under the
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1 Complaint in this Action or any subsequent operative complaint filed in this Action would not have
2 exceeded the Settlement Fund; and

3 (c) Notwithstanding the foregoing, Defendants, Plaintiffs, Class Members, and/or the
4 Released Parties may file the Stipulation and/or the Final Judgment in any action that may be brought
5 against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral
6 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim
7 preclusion or issue preclusion or similar defense or counterclaim.
8

9 **12. Miscellaneous Provisions**

10 12.1 All of the exhibits attached hereto are material and integral parts hereof and are fully
11 incorporated herein by this reference as though fully set forth herein.

12 12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes
13 asserted or which could be asserted by Plaintiffs and/or any Class Member against the Released Parties
14 with respect to the Released Claims. Accordingly, Plaintiffs and Defendants agree not to assert in any
15 forum that the litigation was brought by Plaintiffs or defended by Defendants in bad faith or without a
16 reasonable basis. The Parties further agree not to assert in any forum that any party violated California
17 Code of Civil Procedure §128.7 relating to the prosecution, defense, or settlement of the Action. The
18 Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length
19 in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with
20 experienced legal counsel and assisted by an experienced mediator.
21

22 12.3 This Stipulation may not be modified or amended, nor may any of its provisions be
23 waived, except by a writing signed by all Parties hereto.
24

25 12.4 The headings herein are used for the purpose of convenience only and are not meant to
26 have legal effect.
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1 12.5 The administration and consummation of the Settlement as embodied in this Stipulation
2 shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of
3 entering orders relating to the Fee and Expense Application, the Plan of Allocation and enforcing the
4 terms of this Stipulation.

5 12.6 This Stipulation shall not constitute a consent to service or to the jurisdiction of this
6 Court or any other court for any purpose, including any other matter concerning the Released Claims,
7 and shall not be construed as such, other than for the sole and limited purpose of the Settlement and the
8 enforcement of its terms.

9 12.7 The waiver by one party of any breach of this Stipulation by any other party shall not be
10 deemed a waiver of any other prior or subsequent breach of this Stipulation.

11 12.8 This Stipulation and its exhibits and the Supplemental Agreement constitute the entire
12 agreement among the Parties hereto concerning the Settlement of the Action, and no representations,
13 warranties, or inducements have been made by any Party hereto concerning this Stipulation and its
14 exhibits other than the representations, warranties, and covenants contained and memorialized in such
15 documents.

16 12.9 This Stipulation may be executed in one or more counterparts and the signatures may be
17 by facsimile, or electronically. All executed counterparts and each of them shall be deemed to be one
18 and the same instrument provided that counsel for the Parties shall exchange among themselves original
19 signed counterparts.

20 12.10 This Stipulation shall be binding upon, and inure to the benefit of, the successors,
21 assigns, executors, administrators, heirs and legal representatives of the Parties hereto. No assignment
22 shall relieve any Party hereto of obligations hereunder.

23 12.11 The construction, interpretation, operation, effect and validity of this Stipulation, and all
24 documents necessary to effectuate it, shall be governed by the laws of the State of California, without
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1 regard to conflicts of laws, except to the extent that federal law requires that federal law governs, and in
2 accordance with the laws of the United States.

3 12.12 This Stipulation shall not be construed more strictly against one Party than another
4 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the
5 Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all
6 Parties have contributed substantially and materially to the preparation of this Stipulation.
7

8 12.13 All counsel and any other person executing this Stipulation and any of the exhibits
9 hereto, or any related settlement documents, warrant and represent that they have the full authority to do
10 so and that they have the authority to take appropriate action required or permitted to be taken pursuant
11 to the Stipulation to effectuate its terms.
12

13 12.14 The Settlement contemplated herein is not subject to or contingent upon confirmatory
14 discovery or other additional discovery beyond that already undertaken in the Action.

15 12.15 Plaintiffs' Counsel and Defendants' Counsel agree to cooperate reasonably with one
16 another in seeking Court approval of the order for notice and hearing, the Stipulation and the
17 Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably
18 required to obtain final approval by the Court of the Settlement.
19

20 12.16 All agreements made and orders entered during the course of the Action relating to the
21 confidentiality of information shall survive this Stipulation.

22 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by
23 their duly authorized attorneys, dated November 30, 2021.

24 ROBBINS GELLER RUDMAN
25 & DOWD LLP
26 ELLEN GUSIKOFF STEWART
27 JAMES I. JACONETTE

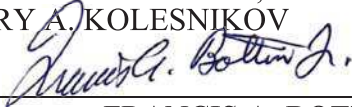


28 JAMES I. JACONETTE

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Kiernan, Kathleen A. Bayless, Richard A. D'Amore,
Gordon Hunter, Keith D. Jackson, Peter J. Simone,
and Thomas St. Dennis*

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and Thomas St. Dennis*

INDEX OF EXHIBITS TO AMENDED STIPULATION OF SETTLEMENT

DOCUMENT	EXHIBIT
[Proposed] Order Preliminarily Approving Settlement and Providing for Notice	A
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
[Proposed] Judgment and Order Granting Final Approval of Class Action Settlement	B

EXHIBIT A

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11 *Class Counsel*

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

15 MATT WOLTHER, Individually and on) Lead Case No. 18CV329690
16 Behalf of All Others Similarly Situated,) (Consolidated with No. 18CV332463 and
) No. 18CV332644)
17 Plaintiff,)
) CLASS ACTION
18 vs.)
) [PROPOSED] ORDER PRELIMINARILY
19 SHUBHAM MAHESHWARI, et al.,) APPROVING SETTLEMENT AND
) PROVIDING FOR NOTICE
20 Defendants.)

21 EXHIBIT A

22 Judge: Hon. Sunil R. Kulkarni
23 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 ___ day of _____ 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.

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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 _____, 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: _____

THE HONORABLE SUNIL R. KULKARNI
JUDGE OF THE SUPERIOR COURT

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EXHIBIT A-1

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11 *Class Counsel*

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SANTA CLARA

15 MATT WOLTHER, 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

20)
) Judge: Hon. Sunil R. Kulkarni
21) Dept.: 1
22) Date Action Filed: June 8, 2018
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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
4 therefrom.

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

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

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

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

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

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

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
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.

The calculation of claims below is not an estimate of the amount you will receive. It is a
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
8 Administrator at:

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

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

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

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

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

23 As in any litigation, Class Representatives and the proposed Class would face an uncertain
24 outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a
25 lengthy period of time and that even if Class Representatives succeeded, Defendants would file appeals
26 that would postpone final resolution of the case. Continuation of the Action against Defendants could
27 also result in no recovery at all or a judgment that is less than the amount of the Settlement.
28 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.

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.

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WHO REPRESENTS THE CLASS?

The following attorneys are counsel for the Class:

Ellen Gusikoff Stewart
James I. Jaconette
ROBBINS GELLER RUDMAN &
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

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

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

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

HOW WILL THE PLAINTIFFS’ LAWYERS BE PAID?

Class Counsel will file a motion for an award of attorneys’ fees and expenses on behalf of all Plaintiffs’ Counsel that will be considered at the Settlement Fairness Hearing. Class Counsel will apply for an attorneys’ fee award for Plaintiffs’ Counsel in the amount of up to 33-1/3% of the Settlement 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.

The attorneys’ fees and expenses requested will be the only payment to Plaintiffs’ Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly 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.

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

Yes. If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself from, or “opting out” of, the Class. If you are requesting exclusion because you want to bring 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.

To exclude yourself from the Class, you must send a signed letter by mail saying that you want 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
6 EXCLUSIONS
7 150 Royall Street, Suite 101
8 Canton, MA 02021

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

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

13 Yes. If you are a Class Member, you may object to any or all of the following: the terms of the
14 Settlement, the requested attorneys' fees, costs and expenses, Class Representatives' request for
15 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.

16 In order for any written objection to be considered, it must (a) clearly identify the case name and
17 number (*Wolther v. Maheshwari*, Lead Case No. 18CV329690) and include proof of Class membership;
18 (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
filed or postmarked **on or before _____, 2022**.

19 Class Counsel's addresses are Robbins Geller Rudman & Dowd LLP, 655 West Broadway,
20 Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart and Bottini & Bottini, Inc., 7817 Ivanhoe
21 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
W. Close.

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

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

26 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF 27 FROM THE SETTLEMENT?**

28 Objecting is telling the Court that you do not like something about the proposed Settlement, the
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
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.

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

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

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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*
29 c/o Gilardi & Co. LLC
30 P.O. Box 43384
31 Providence, RI 02940-3384
32 Email: info@veecosecuritiessettlement.com
33 Telephone: 866-724-5049
34 www.VeecoSecuritiesSettlement.com

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

38 **PLEASE DO NOT WRITE TO OR TELEPHONE THE COURT OR DEFENDANTS'
39 COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIMS
40 PROCESS**

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

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

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

15 MATT WOLTHER, Individually and on) Lead Case No. 18CV329690
16 Behalf of All Others Similarly Situated,) (Consolidated with No. 18CV332463 and
) No. 18CV332644)
17 Plaintiff,)
) CLASS ACTION
18 vs.)
) PROOF OF CLAIM AND RELEASE
19 SHUBHAM MAHESHWARI, et al.,)
) EXHIBIT A-2
20 Defendants.)
21 _____) Judge: Hon. Sunil R. Kulkarni
Dept.: 1
22 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	or	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>		<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"/>

1 PART II: SCHEDULE OF TRANSACTIONS IN VEECO COMMON STOCK

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

3 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
4 1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
5 2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
6 3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

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

9
10 **YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE**
11 **RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF**
12 **YOUR CLAIM.**

13
14 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
15 **ACKNOWLEDGMENTS**

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

24 **V. RELEASE**

25 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
26 finally, and forever settle, release, and discharge from the Released Claims each and all of the
27 "Released Parties," defined as Defendants and each and all of their Related Parties, as defined in the
28 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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Executed this _____ day of _____
(Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

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

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

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

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 WOLTHER, Individually and on) Lead Case No. 18CV329690
16 Behalf of All Others Similarly Situated,) (Consolidated with No. 18CV332463 and
) No. 18CV332644)
17 Plaintiff,)
) CLASS ACTION
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
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
655 West Broadway, Suite 1900
21 San Diego, CA 92101
Telephone: 800/449-4900

22 BOTTINI & BOTTINI, INC.
23 Francis A. Bottini, Jr.
7817 Ivanhoe Avenue, Suite 102
24 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

EXHIBIT B

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 WOLTHER, Individually and on)
16 Behalf of All Others Similarly Situated,)
17 Plaintiff,)

18 vs.)

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

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

) CLASS ACTION

) [PROPOSED] JUDGMENT AND ORDER
) GRANTING FINAL APPROVAL OF CLASS
) ACTION SETTLEMENT

) EXHIBIT B

21
22 Judge: Hon. Sunil R. Kulkarni
23 Dept.: 1
Date Action Filed: June 8, 2018
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1 WHEREAS, the Court is advised that the Parties, through their counsel, have agreed, subject to
2 Court approval following notice to the Class and a hearing, to settle this Action upon the terms and
3 conditions set forth in the Amended Stipulation of Settlement dated November 30, 2021 (the
4 “Stipulation” or “Settlement”); and

5 WHEREAS, on _____, 2021, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Class of the Settlement, and said notice has been made, and the
8 fairness hearing having been held; and

9 NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and proceedings
10 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is
11 fair, reasonable, and adequate, and upon a Settlement Fairness Hearing having been held after notice to
12 the Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and whether
13 the Judgment should be entered in this Action;

14 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

15 A. The provisions of the Stipulation, including definitions of the terms used therein, are
16 hereby incorporated by reference as though fully set forth herein.

17 B. This Court has jurisdiction of the subject matter of this Action and over all of the Parties
18 and all Class Members for purposes of the Settlement.

19 C. The form, content, and method of dissemination of notice given to the Class was
20 adequate and reasonable and constituted the best notice practicable under the circumstances, including
21 individual notice to all Class Members who could be identified through reasonable effort.

22 D. Notice, as given, complied with the requirements of California law, satisfied the
23 requirements of due process, and constituted due and sufficient notice of the matters set forth herein.

24 E. The Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate:

25 (i) The Settlement was negotiated at arm’s length by Class Representatives on
26 behalf of the Class and by Defendants, all of whom were represented by highly experienced and skilled
27 counsel. The case settled only after, among other things: (a) mediations conducted by an experienced
28 mediator who was familiar with this Action; (b) the exchange between the Plaintiffs and Defendants of

1 detailed mediation statements and exhibits prior to the mediations which highlighted the factual and
2 legal issues in dispute; (c) follow-up negotiations between the Class Representatives and Defendants
3 with the assistance of the mediator; (d) Plaintiffs' Counsel's extensive investigation, which included,
4 among other things, a review of Veeco's press releases, U.S. Securities and Exchange Commission
5 filings, analyst reports, media reports, and other publicly disclosed reports and information about the
6 Defendants; (e) the drafting and submission of detailed complaints; (f) motion practice; (g) the review
7 and analysis of over 182,000 pages of non-public documents produced by Veeco; and (h) resolution of
8 Class Representatives' motion for class certification. Accordingly, both the Class Representatives and
9 Defendants were well-positioned to evaluate the settlement value of this Action. The Stipulation has
10 been entered into in good faith and is not collusive.

11 (ii) If the Settlement had not been achieved, both Class Representatives and
12 Defendants faced the expense, risk, and uncertainty of extended litigation. The Court takes no position
13 on the merits of either Class Representatives' or Defendants' arguments, but notes these arguments as
14 evidence in support of the reasonableness of the Settlement.

15 F. Class Representatives and Plaintiffs' Counsel have fairly and adequately represented the
16 interest of the Class Members in connection with the Settlement.

17 G. Class Representatives, all Class Members, and Defendants are hereby bound by the
18 terms of the Settlement set forth in the Stipulation.

19 **IT IS HEREBY ORDERED THAT:**

20 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,
21 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and
22 provisions of the Stipulation. The Parties are to bear their own costs, except as otherwise provided in
23 the Stipulation.

24 2. All Released Parties as defined in the Stipulation are released in accordance with, and as
25 defined in, the Stipulation.

26 3. Upon the Effective Date, Class Representatives and each Class Member shall be deemed
27 to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished,
28

1 and discharged all Released Claims against the Released Parties, whether or not such Class Member
2 executes and delivers a Proof of Claim and Release.

3 4. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
4 operation of this Judgment shall have, fully, finally, and forever released Class Representatives,
5 Plaintiffs' Counsel, and each and all of the Class Members from all Released Defendants' Claims.

6 5. All Class Members who have not objected to the Settlement in the manner provided in
7 the Notice of Proposed Settlement of Class Action ("Notice") are deemed to have waived any
8 objections by appeal, collateral attack, or otherwise.

9 6. All Class Members who have failed to properly submit requests for exclusion (requests
10 to opt out) from the Class are bound by the terms and conditions of the Stipulation and this Judgment.

11 7. The requests for exclusion by the persons or entities identified in Exhibit A to this
12 Judgment are accepted by the Court.

13 8. All other provisions of the Stipulation are incorporated into this Judgment as if fully
14 rewritten herein.

15 9. Class Representatives and all Class Members are hereby barred and enjoined from
16 instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Released
17 Claims against any of the Released Parties.

18 10. Neither the Stipulation nor the Settlement, nor any act performed or document executed
19 pursuant to or in furtherance of the Stipulation or the Settlement:

20 (a) Shall be offered or received against Defendants as evidence of, or evidence in
21 support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or
22 wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal,
23 or administrative action or proceeding, other than such proceedings as may be necessary to effectuate
24 the provisions of the Stipulation; however, Defendants may refer to it to effectuate the liability
25 protection granted them hereunder;

26 (b) Shall be construed as or received in evidence as an admission, concession, or
27 presumption against Class Representatives or any of the Class Members that any of their claims are
28

1 without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable
2 in this Action would have exceeded the Settlement Fund; and

3 (c) Notwithstanding the foregoing, Defendants, Class Representatives, Class
4 Members, and/or the Released Parties may file the Stipulation and/or this Judgment in any action that
5 may be brought against them in order to support a defense or counterclaim based on principles of *res*
6 *judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other
7 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8 11. The Court hereby finds and concludes that due and adequate notice was directed to all
9 Persons and entities who are Class Members advising them of the Plan of Allocation and of their right
10 to object thereto, and a full and fair opportunity was accorded to all Persons and entities who are Class
11 Members to be heard with respect to the Plan of Allocation.

12 12. The Court hereby finds and concludes that the formula for the calculation of the claims
13 of Authorized Claimants, which is set forth in the Notice sent to Class Members, provides a fair and
14 reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the
15 Stipulation among Class Members, with due consideration having been given to administrative
16 convenience and necessity.

17 13. In the event that the Stipulation is terminated in accordance with its terms: (i) this
18 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Action shall
19 proceed as provided in the Stipulation.

20 14. Without affecting the finality of this Judgment in any way, this Court retains continuing
21 jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement
22 Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and
23 determining applications for attorneys' fees, interest, and expenses in the Action; and (d) all Parties
24 hereto for the purpose of construing, enforcing, and administering the Stipulation.

25 DATED: _____

26 _____
27 THE HONORABLE SUNIL R. KULKARNI
28 JUDGE OF THE SUPERIOR COURT

1 **DECLARATION OF SERVICE BY EMAIL**

2 I, Marianne Maloney, am and was, at all times herein mentioned, a citizen of the United States
3 and a resident of the County of San Diego, over the age of 18 years, and not a party to or interested
4 party in the within action, and have a business address of 655 West Broadway, Suite 1900, San Diego,
5 California 92101.

6 I hereby declare that on December 1, 2021, I served the attached AMENDED STIPULATION
7 OF SETTLEMENT on the parties in the within action by emailing a copy to the addresses below:

8 **COUNSEL FOR PLAINTIFFS:**

9

10 NAME	11 FIRM	12 EMAIL
13 James I. Jaconette Ellen Gusikoff Stewart	14 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>	15 jamesj@rgrdlaw.com elleng@rgrdlaw.com
16 Francis A. Bottini, Jr. Yury A. Kolesnikov	17 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>	18 fbottini@bottinilaw.com ykolesnikov@bottinilaw.com
19 David W. Hall	20 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>	21 dhall@hedinhall.com
22 Guillaume Buell	23 THORNTON LAW FIRM LLP 1 Lincoln Street Boston, MA 02111 Telephone: 617/720-1333 <i>Additional Counsel for Plaintiffs</i>	24 gbuell@tenlaw.com

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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.

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10 _____
11 MARIANNE MALONEY
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