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

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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, )

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

18 vs. )

CLASS ACTION

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

[PROPOSED] ORDER PRELIMINARILY  
APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

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

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

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

8 1. The Court preliminarily finds that:

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

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

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

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

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

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

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

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

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

28 <sup>1</sup> 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](http://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](http://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.

27  
28

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~~ SK  
14 (60) calendar days after the Notice Date to each of the following: Ellen Gusikoff Stewart, Robbins  
15 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, and Francis A.  
16 Bottini, Jr., Bottini & Bottini, Inc., 7817 Ivanhoe Avenue, Suite 102, La Jolla, CA 92037, on behalf of  
17 the Plaintiffs and the Class, and Matthew W. Close, O'Melveny & Myers LLP, 400 South Hope Street,  
18 18th Floor, Los Angeles, CA 90071, on behalf of the Defendants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15 DATED: December 1, 2021

  
\_\_\_\_\_  
THE HONORABLE SUNIL R. KULKARNI  
JUDGE OF THE SUPERIOR COURT

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

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

# **EXHIBIT A-1**

1 ROBBINS GELLER RUDMAN  
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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 )  
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  
23  
24  
25  
26  
27  
28

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”).<sup>1</sup>

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 MOCVD<sup>2</sup> 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

<sup>1</sup> The Stipulation can be viewed and/or downloaded at [www.VeecoSecuritiesSettlement.com](http://www.VeecoSecuritiesSettlement.com). All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

<sup>2</sup> “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: <sup>3</sup>	\$18.25 per share

27 \_\_\_\_\_  
28 <sup>3</sup> The initial Class Action Complaint was filed on June 8, 2018.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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](http://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,  
Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart and Bottini & Bottini, Inc., 7817 Ivanhoe  
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.

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

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

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

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

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

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

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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](http://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](http://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](http://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.scefilings.org](http://www.scefilings.org), or (b) in person at Records, Superior Court of California,  
24 County of Santa Clara, 191 North First Street, San Jose, California 95113, between the hours of 8:30  
25 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures. In addition, all of  
26 the Settlement documents, including the Stipulation, this Notice, the Proof of Claim and proposed  
27 Judgment may be obtained by contacting the Claims Administrator at:

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

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

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

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

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

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

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

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

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

18 DATED:

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

# **EXHIBIT A-2**

1 ROBBINS GELLER RUDMAN  
& DOWD LLP  
2 ELLEN GUSIKOFF STEWART (144892)  
JAMES I. JACONETTE (179565)  
3 655 West Broadway, Suite 1900  
San Diego, CA 92101  
4 Telephone: 619/231-1058  
619/231-7423 (fax)  
5 elleng@rgrdlaw.com  
jamesj@rgrdlaw.com  
6

BOTTINI & BOTTINI, INC.  
7 FRANCIS A. BOTTINI, JR. (175783)  
YURY A. KOLESNIKOV (271173)  
8 7817 Ivanhoe Avenue, Suite 102  
La Jolla, CA 92037  
9 Telephone: 858/914-2001  
858/914-2002 (fax)  
10 fbottini@bottinilaw.com  
ykolesnikov@bottinilaw.com  
11

*Class Counsel*  
12

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

16 MATT WOLTHER, Individually and on  
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

) PROOF OF CLAIM AND RELEASE

) EXHIBIT A-2

) Judge: Hon. Sunil R. Kulkarni

) Dept.: 1

) Date Action Filed: June 8, 2018  
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1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on the claims in the action entitled *Wolther v.*  
3 *Maheshwari*, Lead Case No. 18CV329690 (“Action”),<sup>1</sup> 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](http://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 <sup>1</sup> 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](http://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](mailto:info@veecosecuritiessettlement.com), or by toll-free  
22 phone at 866-724-5049, or you can visit the website, [www.VeecoSecuritiesSettlement.com](http://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](mailto: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		
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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](http://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”)<sup>1</sup> 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.**

<sup>1</sup> The Stipulation can be viewed and/or obtained at [www.VeecoSecuritiesSettlement.com](http://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](http://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  
San Diego, CA 92101  
21 Telephone: 800/449-4900

22 BOTTINI & BOTTINI, INC.  
23 Francis A. Bottini, Jr.  
7817 Ivanhoe Avenue, Suite 102  
La Jolla, CA 92037  
24 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  
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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



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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