

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com

5 BOTTINI & BOTTINI, INC.
6 FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
7817 Ivanhoe Avenue, Suite 102
8 La Jolla, CA 92037
Telephone: 858/914-2001
9 858/914-2002 (fax)
fbottini@bottinilaw.com
10 achang@bottinilaw.com
ykolesnikov@bottinilaw.com

11 Lead Counsel for Plaintiffs

12 [Additional counsel appear on signature page.]

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF SAN MATEO

15 In re TINTRI, INC. SECURITIES)
16 LITIGATION)

Lead Case No. 17-CIV-04312
(Consolidated with Nos. 17-CIV-04321;
17-CIV-04618; and 20-CIV-00980)

17 _____)
18 This Document Relates To:)

CLASS ACTION

19 ALL ACTIONS.)

STIPULATION OF SETTLEMENT

20 Assigned for All Purposes to:
Honorable Susan L. Greenberg
21 Dept. 3
Date Action Filed: 09/20/17

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 7/28/2023
By /s/ Padmani Singh
Deputy Clerk

1 This Stipulation of Settlement, dated July 17, 2023 (the “Stipulation”), in the consolidated
2 action captioned *In re Tintri, Inc. Securities Litigation*, Lead Case No. 17-CIV-04312 (the “Action”),
3 pending before the Superior Court of California, County of San Mateo (“Court”), is entered into by and
4 between Plaintiffs Rustam Mustafin, Henrik Thørring, and Laurence Clayton (“Plaintiffs”), on behalf of
5 themselves and the Class (as defined below), and Defendant Tintri, Inc. (“Tintri” or the “Company”),
6 Defendants Ken Klein, Ian Halifax, John Bolger, Charles Giancarlo, Adam Grosser, Kieran Harty,
7 Harvey Jones, Christopher Schaepe, and Peter Sonsini (collectively, the “Individual Defendants” and,
8 together with Tintri, the “Tintri Defendants”), and Defendants Morgan Stanley & Co. LLC, Merrill
9 Lynch, Pierce, Fenner & Smith Incorporated, KeyBanc Capital Markets Inc., Needham & Company,
10 LLC, Piper Jaffray & Co. (n/k/a Piper Sandler Companies), Raymond James & Associates, Inc., and
11 William Blair & Company, L.L.C. (collectively, the “Underwriter Defendants” and, together with the
12 Tintri Defendants, “Defendants”), by and through their respective counsel. The Stipulation is intended
13 by Plaintiffs and Defendants (collectively, the “Parties,” and each individually, a “Party”) to fully,
14 finally, and forever resolve, discharge, release, and settle the Released Claims, as defined below, upon
15 and subject to the terms and conditions hereof, and is submitted pursuant to California Code of Civil
16 Procedure §382 and California Rule of Court 3.769 for approval by this Court.

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

18 This is a consolidated securities action against all Defendants under §11 of the Securities Act of
19 1933 (“Securities Act”) and against the Individual Defendants under §15 of the Securities Act. It is a
20 putative class action brought on behalf of all persons and entities who purchased or otherwise acquired
21 Tintri common stock pursuant or traceable to the Registration Statement and Prospectus (together, the
22 “Offering Documents”) filed in connection with Tintri’s Initial Public Offering (“IPO”) on or about
23 June 30, 2017. No class has been certified in the Action.

24 Plaintiffs claim that Defendants violated §§11 and 15 of the Securities Act by reason of material
25 misrepresentations and omissions in the Offering Documents for Tintri’s June 30, 2017 IPO.
26 Specifically, Plaintiffs allege the Offering Documents were misleading because they omitted material
27 information about (among other things) growing dissatisfaction and attrition among the Company’s
28 employees in the months leading up to the IPO. Plaintiffs also allege that going into the IPO, the

1 Company struggled to keep its best sales personnel and engineers and was having trouble recruiting
2 new employees. Plaintiffs further allege that these facts were known to Tintri’s management before the
3 IPO and were likely to have a material impact on the Company’s revenue.

4 Defendants have denied, and continue to deny, each and all of the allegations by Plaintiffs in the
5 Action and deny that there were any material misrepresentations or omissions in the Offering
6 Documents for Tintri’s IPO, or any violation of the Securities Act.

7 The initial complaint was filed in this Court by plaintiff Laurence Clayton on September 20,
8 2017. Two additional complaints were filed thereafter.

9 On October 3, 2017, Defendants removed two of the actions to federal court. On October 10,
10 2017, Plaintiffs filed motions to remand the actions. On October 30, 2017, the federal court entered an
11 order remanding the actions back to this Court.

12 On June 7, 2018, the Court consolidated the three pending actions and appointed Robbins Geller
13 Rudman & Dowd LLP and Bottini & Bottini, Inc. as co-lead counsel for the Plaintiffs in the Action.

14 On July 9, 2018, Plaintiffs filed the Consolidated Complaint for Violations of the Securities Act
15 of 1933 (“Consolidated Complaint”), which is the operative complaint.

16 On July 10, 2018, Tintri filed a Notice of Filing of Petition under Chapter 11 of the United
17 States Bankruptcy Code and of Automatic Stay. On August 1, 2018, the Court stayed all proceedings in
18 light of Tintri’s filing and vacated all previously set deadlines.

19 On August 6, 2019, Plaintiffs and the Tintri Defendants participated in a global mediation before
20 the mediator Michelle Yoshida, Esq. in an effort to resolve the state court action and a related action
21 pending in federal court (“Federal Action”). The cases did not settle.

22 In February 2020, in order to conserve the resources of the Parties, the plaintiffs in the Federal
23 Action voluntarily dismissed their complaint and, thereafter, Plaintiffs Mustafin and Thørring filed a
24 related action in this Court, which was consolidated into the present Action.

25 On July 10, 2020, the Court lifted the stay in the Action.

26 On December 11, 2020, the Court denied Defendants’ motion to dismiss on the basis of *forum*
27 *non conveniens*. By order dated May 13, 2021, the Court overruled the Tintri Defendants’ and the
28

1 Underwriter Defendants’ demurrers to Plaintiffs’ §§11 and 15 claims, sustained with leave to amend
2 demurrers by certain venture capital defendants, and denied the motion to stay discovery.

3 On May 25, 2021, Defendants answered the Consolidated Complaint with general denials and
4 affirmative defenses.

5 On March 21, 2018, Plaintiffs propounded their first set of requests for production of documents
6 (“RFPs”) on the Tintri Defendants. The Tintri Defendants served their responses and objections on
7 April 25, 2018. On July 20, 2021, the Court entered the Protective Order submitted by the Parties. On
8 July 23, 2021, Tintri served supplemental responses and objections regarding, and produced documents
9 responsive to, Plaintiffs’ first set of RFPs.

10 On September 10, 2021, Tintri served its first set of RFPs to Plaintiffs. On November 12, 2021,
11 Plaintiffs served their responses and objections to Tintri’s RFPs and, on December 24, 2021, Plaintiffs
12 made their first rolling production of documents. Plaintiffs made two supplemental productions in May
13 and June 2022.

14 On January 27, 2022, Plaintiffs served their second set of RFPs to Tintri and their first set of
15 RFPs to the Underwriter Defendants. On March 22, 2022, Tintri and the Underwriter Defendants
16 served their respective responses and objections. Tintri began making rolling productions in response
17 to Plaintiffs’ second set of RFPs on June 10, 2022, and to date has produced more than 85,000 pages of
18 documents. The Underwriter Defendants began making rolling productions on August 26, 2022, and to
19 date have produced more than 27,000 pages of documents.

20 Defendants took the deposition of Plaintiff Mustafin on June 1, 2022, Plaintiff Thørring on June
21 8, 2022, and Plaintiff Clayton on July 13, 2022.

22 On March 21, 2022, Plaintiffs filed a motion for class certification. On September 6, 2022,
23 Defendants opposed the motion. Plaintiffs filed a reply on October 18, 2022.

24 In an effort to conserve judicial resources and attempt to settle the Action, the Parties engaged
25 the services of the Hon. Layn R. Phillips (Ret.), a nationally recognized mediator. There was an
26 exchange of detailed mediation statements and exhibits and a full-day mediation with Judge Phillips on
27 October 11, 2022. Although the Parties did not reach an agreement to settle the Action at the
28 mediation, negotiations continued through Judge Phillips. Thereafter, Judge Phillips issued a

1 “mediator’s proposal” for the monetary terms for a settlement of this Action on a class-wide basis. The
2 Parties accepted Judge Phillips’ mediator’s proposal subject to the negotiation of a Stipulation of
3 Settlement and approval by the Court. This Stipulation (together with the exhibits hereto) reflects the
4 final and binding agreement between the Parties.

5 **II. PLAINTIFFS’ INVESTIGATION AND THE BENEFITS OF SETTLEMENT**

6 Plaintiffs and Plaintiffs’ Counsel have conducted an extensive investigation of the claims and
7 the underlying events and transactions alleged in this Action. Among other things, Plaintiffs’ Counsel
8 have analyzed public filings, records, documents, and other materials concerning Defendants and third
9 parties; searched, reviewed, and analyzed approximately 112,000 pages of documents produced by the
10 Defendants, as well as additional documents produced for purposes of mediations; researched the
11 applicable law with respect to the claims of Plaintiffs and the Class against Defendants and the potential
12 defenses thereto; and filed and prevailed on motions to remand, motion to dismiss on the basis of *forum*
13 *non conveniens*, demurrers, and motion to stay discovery. Plaintiffs also filed a comprehensive motion
14 for class certification, which was pending at the time of settlement.

15 Based on their investigation and review, Plaintiffs and Plaintiffs’ Counsel have concluded that
16 the terms and conditions of this Stipulation are fair, reasonable, and adequate to the Class (as defined
17 below) and in its best interests, and have agreed to settle the claims raised in the Action pursuant to the
18 terms and provisions of this Stipulation, after considering: (a) the substantial benefits that Plaintiffs and
19 the Class will receive from settlement of the Action; (b) the risks, costs, and uncertainties of ongoing
20 litigation; (c) the desirability of permitting the Settlement to be consummated as provided by the terms
21 of this Stipulation; and (d) Plaintiffs’ Counsel’s experience in the prosecution of similar actions.

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

27
28

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

2 Defendants have denied and continue to deny each and all of the claims and contentions alleged
3 by Plaintiffs in this Action. Defendants expressly have denied and continue to deny all charges of
4 wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions
5 alleged, or that could have been alleged, in this Action. Defendants also have denied and continue to
6 deny, *inter alia*, the allegations that Plaintiffs or Class Members have suffered damage or were
7 otherwise harmed by the conduct alleged in this Action. Defendants have asserted and continue to
8 assert that the Offering Documents contained no material misstatements or omissions. Defendants have
9 asserted and continue to assert, among other things, that they acted at all times in good faith and in a
10 manner reasonably believed to be in accordance with all applicable rules, regulations, and laws. Each
11 Defendant reserves all defenses to any claims that may be filed by any Person who opts out of the
12 Settlement set forth in this Stipulation.

13 Defendants are entering into this Settlement to eliminate the burden, expense, and inconvenience
14 of further litigation, and to obtain the conclusive and complete resolution of this Action and release and
15 discharge of the Released Claims. Defendants also have taken into account the uncertainty and risks
16 inherent in any litigation, especially in complex cases like the Action. Defendants have, therefore,
17 determined that it is desirable and beneficial to them that the Action be settled in the manner and upon
18 the terms and conditions set forth in this Stipulation.

19 This Stipulation shall in no event be construed or deemed to be evidence of, or an admission or
20 concession on the part of any Defendant as to any matter or with respect to, any claim of any fault or
21 liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have, or
22 could have, asserted. Defendants do not admit any liability or wrongdoing in connection with the
23 allegations in the Action, or any facts related thereto.

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

25 NOW, THEREFORE, without any admission or concession on the part of Plaintiffs of any lack
26 of merit of the Action whatsoever, and without any admission or concession of any liability or
27 wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby STIPULATED
28 AND AGREED, by and among the Parties to this Stipulation, through their undersigned attorneys,

1 subject to approval by the Court, in consideration of the benefits flowing to the Parties hereto from the
2 Settlement, that all Released Claims (as defined below) as against the Released Persons (as defined
3 below) and all of Released Defendants' Claims (as defined below) shall be finally and fully
4 compromised, settled, released, and discharged upon and subject to the following terms and conditions:

5 **1. Definitions**

6 As used in this Stipulation, and in addition to the above-defined terms, the following terms shall
7 have the following meanings:

8 1.1 "Action" means the consolidated action styled *In re Tintri, Inc. Securities Litigation*,
9 Lead Case No. 17-CIV-04312, pending in the Superior Court of California, County of San Mateo.

10 1.2 "Alternative Judgment" means a form of final judgment in a form other than the form of
11 Judgment provided for in this Stipulation that may be approved of in writing by all the Parties acting by
12 and through their respective counsel of record in the Action and entered by the Court.

13 1.3 "Authorized Claimant" means a Class Member who submits a timely and valid Proof of
14 Claim form to the Claims Administrator.

15 1.4 "Claims Administrator" means Gilardi & Co. LLC or such other entity as the Court shall
16 appoint to administer the Settlement.

17 1.5 "Class" and "Class Members" means all Persons and entities who purchased or
18 otherwise acquired Tintri common stock pursuant or traceable to the Registration Statement and
19 Prospectus issued in connection with Tintri's June 30, 2017 Initial Public Offering (*i.e.*, between
20 June 30, 2017 and December 26, 2017, inclusive). Subject to the Investment Vehicle carve-out in the
21 following sentence, excluded from the Class are: (i) Defendants; (ii) any Person who served as a
22 partner, control person, executive officer or director of Tintri, or the Underwriters Defendants, and their
23 immediate family members; (iii) present and former parents, subsidiaries, assigns, successors, affiliates,
24 and predecessors of Tintri and the Underwriters Defendants; (iv) the Venture Investment Funds and
25 each of their respective general partners; (v) any entity in which Defendants have or had a majority
26 ownership interest; (vi) any trust of which any Individual Defendant is the settler or which is for the
27 benefit of any Individual Defendant and/or their immediate family members; and (vii) the legal
28 representatives, heirs, successors, and assigns of any person or entity excluded under provisions (i)

1 through (vi) hereto. The foregoing exclusions shall not cover Investment Vehicles. For the avoidance
2 of doubt, any limited partner, shareholder, member, manager, managing member, or director of any of
3 the Venture Investment Funds may only participate in the Settlement with respect to those shares, if
4 any, that were purchased or acquired in an open market transaction or some other transaction
5 independent from any of the Venture Investment Funds and otherwise not directly or indirectly acquired
6 by such person from any of the Venture Investment Funds. Also excluded from the Class are those
7 Class Members who timely and validly request exclusion in accordance with the requirements set by the
8 Court.

9 1.6 “Company” or “Tintri” means Tintri, Inc. and its predecessors, successors, parents,
10 subsidiaries, divisions, or affiliates.

11 1.7 “Court” means the California Superior Court for the County of San Mateo.

12 1.8 “Defendants” means the Tintri Defendants and the Underwriter Defendants.

13 1.9 “Defendants’ Counsel” means the following law firms: Wilson Sonsini Goodrich &
14 Rosati, P.C., Bergeson, LLP, and O’Melveny & Myers LLP.

15 1.10 “Effective Date of Settlement” or “Effective Date” means the date upon which all of the
16 events and conditions set forth in ¶10.1 below have been met and have occurred.

17 1.11 “Escrow Account” means an interest-bearing escrow account established by the Escrow
18 Agent to receive the Settlement Amount.

19 1.12 “Escrow Agent” means The Huntington National Bank, or its successor(s).

20 1.13 “Fee and Expense Award” means the amount of attorneys’ fees and expenses awarded
21 by the Court as described in ¶5.1.

22 1.14 “Final” with respect to the Judgment or Alternative Judgment means: if no appeal is
23 filed, the expiration date of the time provided for filing or petitioning for any appeal; or if there is an
24 appeal from the Judgment or any Alternative Judgment, the date of (a) final dismissal of all such
25 appeals, or the final dismissal of any proceeding on certiorari or otherwise to review the Judgment; or
26 (b) the date the Judgment is finally affirmed on appeal; and (i) the expiration of the time to file a
27 petition for writ of certiorari or other form of review; (ii) the denial of a writ of certiorari or other form
28 of review; or (iii) if certiorari or other form of review is granted, the date of final affirmance of the

1 Judgment or any Alternative Judgment following review pursuant to that grant. However, any appeal or
2 proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to
3 (a) attorneys' fees, costs or expenses; or (b) the Plan of Allocation (as submitted or subsequently
4 modified) shall not in any way delay or preclude the Judgment from becoming Final.

5 1.15 "Individual Defendants" means Ken Klein, Ian Halifax, John Bolger, Charles Giancarlo,
6 Adam Grosser, Kieran Harty, Harvey Jones, Christopher Schaepe, and Peter Sonsini.

7 1.16 "Investment Vehicles" means any investment company or pooled investment fund,
8 including, but not limited to, mutual-fund families, exchange-traded funds, fund of funds, private-equity
9 funds, real-estate funds, or hedge funds, in which any Underwriter Defendant or any of its affiliates has
10 or may have a direct or indirect interest or as to which any Underwriter Defendant or any of its affiliates
11 may act as an investment advisor, general partner, managing member, or in other similar capacity, other
12 than an investment vehicle of which the Underwriter Defendant or any of its affiliates is a majority
13 owner or holds a majority beneficial interest and only to the extent of such defendant's or affiliate's
14 ownership or interest. For the avoidance of doubt "Investment Vehicles" does not include the Venture
15 Investment Funds and each of their respective general partners.

16 1.17 "Judgment" means the proposed judgment to be entered approving the Settlement,
17 substantially in the form attached hereto as **Exhibit B**.

18 1.18 "Lead Counsel" means the law firms of Robbins Geller Rudman & Dowd LLP, Bottini
19 & Bottini, Inc., and Glancy Prongay & Murray LLP.

20 1.19 "Net Settlement Fund" means the Settlement Fund less: (a) Court awarded attorneys'
21 fees; (b) notice and administration expenses; (c) any required Taxes and Tax Expenses (as defined
22 below); (d) Court awarded litigation expenses; and (e) any award to Plaintiffs pursuant to 15 U.S.C.
23 §77z-1(a)(4) or other fees or expenses approved by the Court.

24 1.20 "Notice" means the Notice of Pendency and Proposed Settlement of Class Action, which
25 is to be sent to members of the Class, substantially in the form attached hereto as **Exhibit A-1**.

26 1.21 "Notice Order" means the proposed order preliminarily approving the Settlement and
27 directing notice thereof to the Class, substantially in the form attached hereto as **Exhibit A**.

28 1.22 "Parties" means Plaintiffs and Defendants.

1 1.23 “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 1.24 “Plaintiffs” means Rustam Mustafin, Henrik Thørring, and Laurence Clayton.

7 1.25 “Plaintiffs’ Counsel” means those firms that have appeared on behalf of the Class in the
8 Action: Robbins Geller Rudman & Dowd LLP, Bottini & Bottini, Inc., Glancy Prongay & Murray LLP,
9 Robbins LLP, Holzer & Holzer, LLC, and Cohen Milstein Sellers & Toll PLLC.

10 1.26 “Plan of Allocation” means the plan described in the Notice or any alternate plan
11 approved by the Court whereby the Net Settlement Fund (as defined above in ¶1.19) shall be distributed
12 to Authorized Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released
13 Persons shall have no responsibility therefore or liability with respect thereto.

14 1.27 “Proof of Claim” means the Proof of Claim and Release, substantially in the form
15 attached hereto as **Exhibit A-2**.

16 1.28 “Registration Statement” means, collectively, any and all registration statements and
17 prospectuses, whether preliminary, amended, or as effective, filed with the U.S. Securities and
18 Exchange Commission in 2017 that relate in any way, in whole or in part, to Tintri’s June 2017 IPO.

19 1.29 “Related Persons” means each of a Defendant’s past, present, or future parents,
20 subsidiaries, and affiliates, and their respective directors, officers, employees, partners, members,
21 principals, agents, underwriters, insurers, co-insurers, reinsurers, majority ownership shareholders,
22 attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment
23 bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or
24 affiliated entities, any entity in which a Defendant holds more than a majority ownership interest,
25 Investment Vehicles of which any Underwriter Defendant or any of its affiliates is a majority owner or
26 holds a majority beneficial interest, any member of an Individual Defendant’s immediate family, or any
27 trust of which any Individual Defendant is the settler or which is for the benefit of any Individual
28 Defendant and/or member(s) of his or her family, all in their capacities as such.

1 1.30 “Released Claims” means any and all claims, demands, losses, rights, liability, and
2 causes of action of every nature and description whatsoever, including Unknown Claims as defined
3 below, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or
4 any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether foreseen or
5 unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or
6 unmatured, whether direct, representative, class, or individual in nature, that either were or could have
7 been asserted in this Action, or could be in the future asserted in any forum, arising out of, relating to,
8 or in connection with both (a) the purchase or acquisition of Tintri common stock pursuant or traceable
9 to the Registration Statement issued in connection with Tintri’s June 30, 2017 IPO, and (b) the
10 allegations, acts, facts, transactions, matters, occurrences, disclosures, filings, representations, or
11 omissions that were or could have been involved, set forth, alleged or referred to in this Action.
12 “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the
13 Settlement or resolution of the Action against the Released Persons (including Unknown Claims),
14 except for claims to enforce any of the terms of this Stipulation.

15 1.31 “Released Defendants’ Claims” means all claims, including Unknown Claims as defined
16 below, that any Defendant or their current or former officers, directors, predecessors, successors,
17 parents, subsidiaries, assigns, assignees, affiliates, employees, executors, administrators,
18 representatives, attorneys, heirs, insurers, reinsurers, and agents, in their capacity as such, may have
19 against Plaintiffs, Class Members, or Plaintiffs’ Counsel relating to the institution, prosecution, or
20 settlement of the Action (except for claims to enforce any of the terms of this Stipulation).

21 1.32 “Released Persons” means Defendants and each and all of their Related Persons.

22 1.33 “Settlement” means the settlement on the terms set forth in this Stipulation.

23 1.34 “Settlement Amount” means the sum of seven million dollars (\$7,000,000) to be
24 deposited into an Escrow Account pursuant to ¶3.1.

25 1.35 “Settlement Fairness Hearing” means the hearing scheduled by the Court to determine
26 whether (a) the Settlement is fair, reasonable, and adequate; (b) the Plan of Allocation is fair,
27 reasonable, and adequate; and (c) Lead Counsel’s request for an award of attorneys’ fees and expenses,
28 including an award to Plaintiffs, is reasonable.

1 1.36 “Settlement Fund” means the Settlement Amount plus any interest or income earned
2 thereon.

3 1.37 “Stipulation” means this Stipulation of Settlement, including the recitals and exhibits
4 hereto, each of which is incorporated by reference as though set forth in the Stipulation itself.

5 1.38 “Summary Notice” means the Summary Notice of Proposed Settlement of Class Action
6 and hearing for publication, substantially in the form attached hereto as **Exhibit A-3**.

7 1.39 “Tax” or “Taxes” means: (i) all federal, state and/or local taxes of any kind (including
8 any estimated taxes, interest or penalties) on any income earned by the Settlement Fund; (ii) any taxes
9 or tax detriments that may be imposed upon Defendants or their Related Persons with respect to any
10 income earned by the Settlement Fund for any period during which the Settlement Fund does not
11 qualify as a “Qualified Settlement Fund” for federal or state income tax purposes; and (iii) all taxes
12 imposed on payments by the Settlement Fund, including withholding taxes.

13 1.40 “Tax Expenses” means any expenses and costs incurred in connection with the
14 calculation and payment of Taxes or the preparation of tax returns and related documents, including,
15 without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and
16 expenses relating to filing (or failing to file) the returns described in ¶3.4.

17 1.41 “Tintri Defendants” means Tintri, Inc. and the Individual Defendants.

18 1.42 “Underwriter Defendants” means Morgan Stanley & Co. LLC, Merrill Lynch, Pierce,
19 Fenner & Smith Incorporated, KeyBanc Capital Markets Inc., Needham & Company, LLC, Piper
20 Jaffray & Co. (n/k/a Piper Sandler Companies), Raymond James & Associates, Inc. and William Blair
21 & Company, L.L.C.

22 1.43 “Unknown Claims” means: (i) any and all Released Claims and potential claims against
23 the Released Persons which Plaintiffs or any Class Member does not know or suspect to exist in their,
24 his, her, or its favor as of the Effective Date, including, without limitation, those that, if known by such
25 Plaintiffs or Class Members, might have affected their, his, her, or its decision(s) with respect to the
26 Settlement or the releases, including their, his, her, or its decision(s) to object or not to object to the
27 Settlement or to exclude themselves, himself, herself, or itself from the Class, and (ii) any Released
28 Defendants’ Claims against Plaintiffs, which Defendants do not know or suspect to exist in their, his,

1 her or its favor, which if known by them, him, her, or it might have affected their, his, her, or its
2 decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released
3 Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the
4 Effective Date, Plaintiffs and Defendants shall have expressly waived, and each Class Member shall be
5 deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the
6 provisions, rights, and benefits of Cal. Civ. Code §1542, which provides:

7 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
8 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
9 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
10 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
11 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
12 **DEBTOR OR RELEASED PARTY.**

13 Additionally, with respect to any and all Released Claims and Released Defendants' Claims, the Parties
14 stipulate and agree that by operation of the Final Judgment, upon the Effective Date, Plaintiffs and
15 Defendants shall have expressly waived, and each Class Member shall be deemed to have waived, and
16 by operation of the Final Judgment shall have expressly waived, any and all provisions, rights, and
17 benefits conferred by any law of any state or territory of the United States, or principle of common law,
18 which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, Class Members, and
19 Defendants may hereafter discover facts in addition to or different from those which they, he, she, or it
20 now knows or believes to be true with respect to the subject matter of the Released Claims and Released
21 Defendants' Claims, but the Parties shall expressly fully, finally, and forever settle and release, and
22 each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final
23 Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims and
24 Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-
25 contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any
26 theory of law or equity now existing or coming into existence in the future, including, but not limited to,
27 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
28 without regard to the subsequent discovery or existence of such different or additional facts. The
Parties acknowledge, and Class Members shall be deemed to have acknowledged, that the inclusion of

1 “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was
2 separately bargained for and is an essential element of the Settlement.

3 1.44 “Venture Investment Funds” mean New Enterprise Associates 12, Limited Partnership,
4 NEA Ventures 2008, Limited Partnership, NEA Partners 12, Limited Partnership, NEA 12 GP, LLC,
5 Silver Lake Kraftwerk Fund, L.P., Silver Lake Technology Investors Kraftwerk, L.P., Silver Lake
6 Group, L.L.C., SLTA Kraftwerk (GP), L.L.C., Silver Lake Technology Associates Kraftwerk, L.P.,
7 Insight Venture Partners VIII, L.P., Insight Venture Partners (Delaware) VIII, L.P., Insight Venture
8 Partners (Cayman) VIII, L.P., Insight Venture Partners VIII (Co-Investors), L.P., Star Trinity, L.P., Star
9 Trinity GP, LLC, Insight Venture Management, LLC, Insight Venture Associates VIII, L.P., Insight
10 Venture Associates VIII, Ltd., Insight Holdings Group, LLC, Lightspeed Venture Partners VIII, L.P.,
11 Lightspeed Ultimate General Partner VIII, Ltd., and Lightspeed General Partner VIII, L.P.

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

13 2.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition
14 of: (a) this Action against Defendants; (b) any and all Released Claims as against all Released Persons;
15 and (c) any and all Released Defendants’ Claims.

16 2.2 Upon the Effective Date of this Settlement, Plaintiffs and all Class Members, on behalf
17 of themselves and any Person claiming through or on behalf of them, shall be deemed to have, and by
18 operation of the Final Judgment shall have, fully, finally, and forever waived, released, compromised,
19 settled, resolved, relinquished, and discharged all Released Claims against the Released Persons,
20 regardless of whether such Class Member executes and delivers a Proof of Claim.

21 2.3 Upon the Effective Date of this Settlement, each and every Class Member and any
22 Person claiming through or on behalf of them will be permanently and forever barred, estopped, and
23 enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other
24 proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum,
25 asserting the Released Claims against the Released Persons, whether or not such Class Member
26 executes and delivers the Proof of Claim.

27 2.4 Upon the Effective Date of this Settlement, each of the Defendants and their current and
28 former officers, directors, predecessors, successors, parents, subsidiaries, assigns, assignees, affiliates,

1 employees, executors, administrators, representatives, attorneys, insurers, reinsurers, heirs, and agents,
2 in their capacity as such, shall be deemed to have, and by operation of the Final Judgment shall have,
3 fully, finally, and forever released and discharged Plaintiffs, Plaintiffs' Counsel, and each and all of the
4 Class Members from each and every one of the Released Defendants' Claims.

5 2.5 Notwithstanding the provisions of ¶¶2.2 through 2.4 hereof, in the event that any of the
6 Released Persons asserts against Plaintiffs, any Class Member, or their respective counsel, any claim
7 that is a Released Defendants' Claim, then such Plaintiffs or Class Member, or counsel shall be entitled
8 to use and assert such factual matters included within the Released Claims only against such Released
9 Person in defense of such claim, but not for the purposes of affirmatively asserting any claim against
10 any Released Person.

11 2.6 Notwithstanding the provisions of ¶¶2.2 through 2.4 hereof, in the event that Plaintiffs or
12 any member of the Class asserts against any of the Released Persons or their respective counsel any
13 claim that is a Released Claim, then such Released Person or counsel shall be entitled to use and assert
14 such factual matters included within the Released Defendants' Claims only against such Plaintiff or
15 Class Member in defense of such claim, but not for the purposes of affirmatively asserting any claim
16 against Plaintiffs or any Class Member.

17 2.7 The releases provided in this Stipulation shall become effective immediately upon
18 occurrence of the Effective Date without the need for any further action, notice, condition, or event.

19 **3. The Settlement Consideration**

20 3.1 Subject to the terms of this Stipulation, Defendants shall deposit or cause to be deposited
21 the Settlement Amount (in accordance with the allocation to which the Defendants agreed amongst
22 themselves during the mediation before Judge Phillips described above) in accordance with instructions
23 to be provided by the Escrow Agent within twenty-one (21) calendar days from the later of either:
24 (a) entry of the order granting preliminary judicial approval of the Settlement, or (b) the date on which
25 Defendants' Counsel receives appropriate wiring instructions and other necessary information
26 (including a completed and signed Form W-9 reflecting the tax identification number for the payee, a
27 document on the payee's letterhead that includes all the requested wire banking details, and two
28 signatures, electronic transfer instructions, and payee instructions for a payment by check). Plaintiffs

1 shall have the right, but not the obligation, to terminate the Settlement twenty (20) calendar days after
2 any failure to timely pay the Settlement Amount. The Parties agree that the Settlement Fund is intended
3 to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation 26 CFR §1.468B-1.
4 The account funds, less any amounts incurred for notice, administration, and/or Taxes and Tax
5 Expenses, plus any accrued interest thereon, shall revert to the Person(s) making the deposits if the
6 Settlement does not become effective for any reason, including by reason of a termination of the
7 Settlement pursuant to ¶10.4 herein. The Settlement Fund includes any interest earned thereon.

8 3.2 Plaintiffs and Class Members shall look solely to the Settlement Fund as satisfaction of
9 all claims that are released hereunder. Defendants shall have no obligation under this Stipulation or the
10 Settlement to pay anything other than the payment set forth in ¶3.1, above, and upon payment of the
11 Settlement Amount as set forth in ¶3.1, no Defendant shall have any obligation to pay, advance, fund,
12 contribute, or reimburse any fees, expenses, costs, liability, or damages whatsoever alleged or incurred
13 by Plaintiffs, by any Class Member, or by any of their attorneys, experts, advisors, agents, or
14 representatives with respect to the Action, this Settlement, or the Released Claims. Any award made by
15 the Court pursuant to the Fee and Expense Application referred to in ¶5.1 hereof shall be paid
16 exclusively from the Settlement Fund; and Defendants shall have no obligation or rights with respect to
17 any allocation between or among Plaintiffs’ Counsel, or with respect to any payment to any Plaintiffs’
18 Counsel, of any fees, expenses, costs, or interest, except in the event that the return of the Settlement
19 Fund is required, consistent with the provisions of ¶¶5.1 and 10.4 herein. Plaintiffs and Class Members
20 acknowledge that as of the Effective Date, the releases given herein shall become effective immediately
21 by operation of the Final Judgment and shall be permanent, absolute and unconditional.

22 3.3 The Settlement Fund, net of any Taxes, shall be used to pay: (a) the notice and
23 administration costs of the Settlement referred to in ¶4.2 hereof; (b) any award made by the Court
24 pursuant to the Fee and Expense Application referred to in ¶5.1 hereof; and (c) the remaining
25 administration expenses referred to in ¶4.2 hereof and any other attorney and administrative costs, fees,
26 payments, or awards subsequently approved by the Court. The balance of the Settlement Fund after the
27 above payments shall be the Net Settlement Fund, which shall be distributed to the Authorized
28 Claimants as provided in ¶¶6.1 through 6.3 hereof. Any portions of the Settlement Fund required to be

1 held in escrow prior to the Effective Date shall be held by the Escrow Agent for the Settlement Fund.
2 The Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of the Court and
3 shall remain subject to the jurisdiction of the Court until such time as the Net Settlement Fund shall be
4 distributed to Authorized Claimants, or returned to Defendants pursuant to this Stipulation and/or
5 further order of the Court. The Escrow Agent shall not disburse the Settlement Fund, or any portion
6 thereof, except as provided in this Stipulation, or upon Order of the Court. The Escrow Agent shall be
7 responsible for investing the Settlement Fund in eligible investments, meaning obligations issued or
8 guaranteed by the United States of America or any agency or instrumentality thereof, backed by the full
9 faith and credit of the United States, or fully insured by the United States Government or an agency
10 thereof, or in money funds holding only instruments backed by the full faith and credit of the United
11 States Government, and the Escrow Agent shall reinvest the proceeds of these obligations or
12 instruments as they mature in similar instruments at their then-current market rates. All risks related to
13 the investment of the Settlement Fund in accordance with the investment guidelines set forth in this
14 paragraph shall be borne by the Settlement Fund and in no case by any Released Person.

15 3.4 For the purpose of §468B of the Internal Revenue Code (26 U.S.C. §468B) and the
16 Treasury regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the
17 Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax
18 returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the
19 returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described below)
20 shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any
21 estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of
22 the Settlement Fund as provided herein.

23 (a) All Taxes and Tax Expenses shall promptly be paid out of the Settlement Fund
24 by the Escrow Agent without prior order from the Court. The Escrow Agent shall also be obligated to,
25 and shall be responsible for, withholding from distribution to Class Members any funds necessary to
26 pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses.
27 The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and
28 accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

1 (b) Neither the Parties nor their counsel, or any other Released Person, shall have
2 any responsibility for or liability whatsoever with respect to: (i) any act, omission, or determination of
3 the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in
4 connection with the administration of the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii)
5 the determination, administration, calculation, or payment of any claims asserted against the Settlement
6 Fund; or (iv) the payment or withholding of any Taxes, Tax Expenses, and/or costs incurred in
7 connection with the taxation of the Settlement Fund or the filing of any returns. The Settlement Fund
8 shall indemnify and hold each of the Released Persons and their counsel harmless for Taxes and Tax
9 Expenses (including, without limitation, taxes payable by reason of any such indemnification).

10 **4. Administration**

11 4.1 The Claims Administrator shall administer and calculate the claims that shall be allowed
12 and oversee distribution of the Net Settlement Fund subject to such supervision of Lead Counsel and/or
13 the Court as the circumstances may require. The Claims Administrator agrees to be subject to the
14 jurisdiction of the Court with respect to the administration of the Settlement and the distribution of the
15 Net Settlement Fund pursuant to the terms of this Stipulation. Defendants, Defendants' Counsel, and
16 the other Released Persons shall have no role in, or responsibility for, the administration of the
17 Settlement and shall have no liability to Plaintiffs, the Class, the Claims Administrator, the Escrow
18 Agent, or any other person in connection with, as a result of, or arising out of, such administration. The
19 Claims Administrator will not make any distributions to Class Members from the Net Settlement Fund
20 until the Judgment becomes Final and all the conditions described in ¶10.1 herein have been satisfied.

21 4.2 Before the Effective Date, Lead Counsel may pay from the Settlement Fund, without
22 further approval from Defendants or the Court, the reasonable costs and expenses up to the sum of
23 \$500,000.00 associated with notice to the Class, and the administration of the Settlement, including,
24 without limitation, the actual costs of notice, and the administrative expenses incurred and fees charged
25 by the Claims Administrator in connection with providing notice and processing the submitted claims.
26 Before the Effective Date, all costs and expenses incurred in connection with the administration of the
27 Settlement in excess of \$500,000.00 shall be paid from the Settlement Fund subject to approval from
28 the Court. After the Effective Date, all costs and expenses incurred and fees charged by the Claims

1 Administrator in connection with the administration of the Settlement shall be paid from the Settlement
2 Fund without further approval from Defendants or the Court. Within five (5) calendar days of entry of
3 the Notice Order, the Company shall provide or cause to be provided to the Claims Administrator, at no
4 cost, its shareholder lists as appropriate for providing notice to the Class. It shall be the Claims
5 Administrator's sole responsibility to disseminate the Notice and Summary Notice to the Class in
6 accordance with this Stipulation and as ordered by the Court. Class Members shall have no recourse as
7 to the Released Persons with respect to any claims they may have that arise from any failure of the
8 notice process.

9 **5. Fee and Expense Application**

10 5.1 Lead Counsel will submit an application or applications ("Fee and Expense
11 Application") to the Court for an award from the Settlement Fund of: (a) attorneys' fees and the
12 payment of litigation expenses incurred in connection with the prosecution of the Action, plus interest
13 on both amounts at the same rate and period as earned on the Settlement Fund (until paid) as may be
14 awarded by the Court; and (b) an amount pursuant to 15 U.S.C. §77z-1(a)(4) in connection with
15 Plaintiffs' representation of the Class. Attorneys' fees, expenses, and interest as are awarded by the
16 Court shall be paid from the Settlement Fund to Lead Counsel immediately upon entry by the Court of
17 an order awarding such amounts, notwithstanding the existence of any timely filed objections thereto, or
18 potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. Lead Counsel
19 may thereafter allocate such fees to Plaintiffs' Counsel subject to each Plaintiffs' Counsel's (including
20 their respective partners, shareholders, and/or firms) several obligation to repay those amounts to the
21 Settlement Fund plus accrued interest at the same net rate as is earned by the Settlement Fund, if, as a
22 result of any appeal and/or further proceedings on remand, or successful collateral attack, the fee or cost
23 award is reduced, or reversed, or return of the Settlement Fund is required consistent with the provisions
24 of ¶10.4 hereof. In such event, Plaintiffs' Counsel shall, within fifteen (15) business days from the
25 event which requires repayment of the fee or expense award, refund to the Settlement Fund the fee and
26 expense award paid to them, along with interest earned thereon, as described above. Furthermore, all
27 Plaintiffs' Counsel (including their respective partners, shareholders, and/or firms) agree that they
28

1 remain subject to the continuing jurisdiction of the Court for the purpose of enforcing their obligation to
2 repay required attorneys' fees and expenses to the Settlement Fund as provided in this paragraph.

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 amounts pursuant to 15 U.S.C. §77z-1(a)(4) in connection with Plaintiffs' representation of the Class.
6 Notwithstanding any other provision of this Stipulation to the contrary, the Fee and Expense
7 Application to be paid out of the Settlement Fund shall be considered by the Court separate and apart
8 from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or
9 proceeding relating to the Fee and Expense Application, or any appeal of any order relating 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 5.3 Defendants and the Released Persons shall have no responsibility for, and no liability
14 whatsoever with respect to, any payment to Plaintiffs' Counsel or any other Person who receives
15 payment from the Settlement Fund.

16 5.4 Defendants and the Released Persons shall have no responsibility for, and no liability
17 whatsoever with respect to, the allocation among Plaintiffs' Counsel or any Person who may assert
18 some claim thereto, of any Fee and Expense Award that the Court may order in the Action.

19 5.5 In the event that the Effective Date does not occur, or the Judgment or the order
20 approving Plaintiffs' application for an award pursuant to 15 U.S.C. §77z-1(a)(4) is reversed or
21 modified, or the Stipulation is cancelled or terminated for any other reason, and such reversal,
22 modification, cancellation, or termination becomes final and not subject to review, then Plaintiffs shall,
23 within fifteen (15) business days from receiving notice from Defendants' Counsel or from a court of
24 appropriate jurisdiction, refund to the Settlement Fund such amounts previously paid to them from the
25 Settlement Fund in an amount consistent with such reversal or modification.

26 **6. Distribution to Authorized Claimants**

27 6.1 The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of
28 the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim as defined in the

1 Plan of Allocation described in the Notice annexed hereto as **Exhibit A-1**, or in such other plan of
2 allocation as the Court approves.

3 6.2 The Plan of Allocation set forth in the Notice is not a necessary term of this Stipulation
4 and it is not a condition of this Stipulation that any particular plan of allocation be approved. The
5 Released Persons will take no position with respect to the proposed Plan of Allocation or such plan of
6 allocation as may be approved by the Court. The Plan of Allocation is a matter separate and apart from
7 the Settlement between the Parties and any decision by the Court concerning the Plan of Allocation
8 shall not affect the validity or finality of the proposed Settlement. Plaintiffs, Defendants, and the Class
9 Members shall be bound by the terms of this Stipulation, irrespective of whether the Court disapproves
10 or modifies the Plan of Allocation.

11 6.3 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund
12 based on his, her or its Recognized Claim compared to the total Recognized Claims of all accepted
13 claimants. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants shall
14 not be entitled to get back any of the settlement monies, or interest earned thereon, once the Judgment
15 becomes Final and all the conditions set forth in ¶10.1 herein have been satisfied. The Released
16 Persons shall have no involvement in reviewing, evaluating, or challenging claims and shall have no
17 responsibility or liability for determining the allocation of any payments to any Class Members or for
18 any other matters pertaining to the Plan of Allocation.

19 **7. Administration of the Settlement**

20 7.1 Within ninety (90) calendar days after such time as set by the Court to mail notice to the
21 Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims
22 Administrator a completed Proof of Claim, substantially in the form attached hereto as **Exhibit A-2** and
23 as approved by the Court, signed under penalty of perjury and supported by such documents as are
24 specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

25 7.2 Except as otherwise ordered by the Court, all Class Members who fail to timely submit a
26 Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever
27 barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but
28 will in all other respects be subject to and bound by the provisions of the Stipulation, the releases

1 contained herein, and the Final Judgment. Notwithstanding the foregoing, Lead Counsel shall have the
2 discretion (but not the obligation) to accept for processing late-submitted claims so long as the
3 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No
4 Person shall have any claim against Plaintiffs, Lead Counsel or the Claims Administrator by reason of
5 the exercise or non-exercise of such discretion.

6 7.3 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator,
7 under the supervision of Lead Counsel, who shall determine, in accordance with this Stipulation and the
8 approved Plan of Allocation, the extent, if any, to which each claim shall be allowed, subject to review
9 by the Court pursuant to ¶7.5 below.

10 7.4 Proofs of Claim that do not meet the submission requirements may be rejected. Prior to
11 rejecting a Proof of Claim, in whole or in part, the Claims Administrator shall communicate with the
12 claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of
13 Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify, in a
14 timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in
15 whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such
16 notice that the claimant whose claim is to be rejected has the right to a review by the Court if the
17 claimant so desires and complies with the requirements of ¶7.5 below.

18 7.5 If any claimant whose timely claim has been rejected in whole or in part for a curable
19 deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after
20 the date of mailing of the notice required in ¶7.4 above, or a lesser period of time if the claim was
21 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the
22 claimant's grounds for contesting the rejection along with any supporting documentation, and
23 requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved,
24 Lead Counsel shall thereafter present the claimant's request for review to the Court.

25 7.6 Each claimant who declines to be excluded from the Class shall be deemed to have
26 submitted to the jurisdiction of the Court with respect to the claimant's claim, including, but not limited
27 to, all releases provided for herein and in the Judgment, and the claim will be subject to investigation
28 and discovery under the California Code of Civil Procedure, provided that such investigation and

1 discovery shall be limited to the claimant's status as a Class Member and the validity and amount of the
2 claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on
3 the merits of the Action or the Settlement.

4 7.7 No Person shall have any claim against the Released Persons, Defendants' Counsel,
5 Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator, or any other Person designated by Lead
6 Counsel based on determinations or distributions made substantially in accordance with this Stipulation
7 and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

8 7.8 The Net Settlement Fund shall be distributed to Authorized Claimants substantially in
9 accordance with the Plan of Allocation described in the Notice and approved by the Court. If there is
10 any balance remaining in the Net Settlement Fund after a reasonable period of time from the date of
11 distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise),
12 Lead Counsel shall consult with the Claims Administrator and, if it is economically feasible to do so,
13 reallocate such balance among Authorized Claimants in an equitable and economic fashion. These
14 redistributions will be repeated until Lead Counsel determines that it is no longer economically
15 reasonable to distribute the remaining balance of the Net Settlement Fund to Class Members.
16 Thereafter, subject to distribution to state entities as required by California Code of Civil Procedure
17 §384(b)(3), any balance which still remains in the Net Settlement Fund shall be donated to Bay Area
18 Legal Aid or such other *cy pres* recipient as may be approved by the Court.

19 7.9 Other than as specified in ¶3.1, Defendants shall have no liability, obligation, or
20 responsibility for the administration of the Settlement or disbursement of the Net Settlement Fund.
21 Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive
22 what Lead Counsel reasonably deems to be formal or technical defects in any Proofs of Claim
23 submitted, including, without limitation, failure to submit a document by the submission deadline, in
24 the interests of achieving substantial justice.

25 7.10 All proceedings with respect to the administration, processing, and determination of
26 claims and the determination of all controversies relating thereto, including disputed questions of law
27 and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

28

1 7.11 The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the
2 account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (a) all
3 claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole
4 or in part, have been notified and provided the opportunity to be heard concerning such rejection or
5 disallowance; (b) all objections with respect to all rejected or disallowed claims have been resolved by
6 the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (c) all
7 matters with respect to the Fee and Expense Application have been resolved by the Court, all appeals
8 therefrom have been resolved or the time therefore has expired.

9 **8. Terms of Order for Notice and Hearing**

10 8.1 Promptly after this Stipulation has been fully executed, Lead Counsel shall apply to the
11 Court by motion on notice for entry of the Notice Order, substantially in the form annexed hereto as
12 **Exhibit A.** Upon receiving any request(s) for exclusion (“Request for Exclusion”), the Claims
13 Administrator shall promptly notify Lead Counsel and Defendants’ Counsel of such Requests for
14 Exclusion.

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

21 **9. Terms of Judgment**

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

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

26 10.1 The Effective Date of Settlement shall be the date when all the following shall have
27 occurred:
28

- 1 (a) the Court has entered the Notice Order, substantially in the form of **Exhibit A**
2 annexed hereto;
- 3 (b) the Settlement Amount has been deposited into the Escrow Account pursuant to
4 ¶3.1;
- 5 (c) Defendants have not exercised their options 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, substantially in the form of **Exhibit B** annexed
9 hereto, and the Judgment or Alternative Judgment becomes Final.

10 10.2 Plaintiffs and each of the Defendants, through their respective counsel, shall, in each of
11 their separate discretions, but in all events subject to ¶5.2 herein, have the right to terminate the
12 Settlement and this Stipulation, as to themselves, by providing written notice of their election to do so
13 (“Termination Notice”) to all other Parties hereto within twenty (20) business days of: (a) the Court’s
14 final non-appealable refusal to enter the Notice Order in any material respect; (b) the Court’s final non-
15 appealable refusal to approve this Stipulation or any material part of it (except as to any decision by the
16 Court concerning any Fee and Expense Award); (c) the Court’s final non-appealable refusal to enter the
17 Judgment in any material respect (except as to any decision by the Court concerning any Fee and
18 Expense Award) or the date on which any court of appeal affirms, or does not reverse, any appealable
19 refusal by the Court to enter the Judgment in substantially the form attached hereto as **Exhibit B**; (d) the
20 date on which the Judgment is modified or reversed by a court of appeal or any higher court in any
21 material respect except to the extent that the only modification or reversal by the court of appeal or
22 higher court pertains solely to the Fee and Expense Award; or (e) the date on which an Alternative
23 Judgment is modified or reversed by a court of appeal or any higher court in any material respect.
24 Plaintiffs shall have the right to terminate the Settlement and this Stipulation in accordance with ¶3.1
25 and Defendants shall also have the right to terminate the Settlement and this Stipulation in accordance
26 with ¶10.3 herein.

27 10.3 If prior to the Settlement Fairness Hearing, Persons who otherwise would be members of
28 the Class have submitted valid and timely Requests for Exclusion from the Class in accordance with the

1 provisions of the Notice Order and the notice given pursuant thereto, and Class Members in the
2 aggregate representing more than a certain percentage of the Tintri common stock subject to this
3 Settlement choose to exclude themselves from the Class in an amount greater than the amount specified
4 in a separate confidential supplemental agreement between the Parties (the “Supplemental Agreement”),
5 Defendants, in their sole and absolute discretion, shall have the option (which option must be exercised
6 unanimately) to terminate this Stipulation in accordance with the procedures set forth in the
7 Supplemental Agreement. The Supplemental Agreement will not be filed with the Court unless
8 required by Court rule or unless and until a dispute between Plaintiffs and Defendants concerning its
9 interpretation or application arises, in which event the Parties shall submit the Supplemental Agreement
10 to the Court *in camera* and request that the Court afford it confidential treatment.

11 10.4 Except as otherwise provided herein, in the event the Settlement is terminated in
12 accordance herewith, the judgment is vacated, or the Effective Date fails to occur for any reason, then
13 the Parties shall be deemed to have reverted to their respective status in the Action as of November 17,
14 2022, the fact and terms of the Settlement shall not be admissible, used, or referenced in any trial of the
15 Action, and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this
16 Stipulation and any related orders had not been entered, and any portion of the Settlement Amount
17 previously paid by or on behalf of Defendants, together with any interest earned thereon (and, if
18 applicable, re-payment of any attorneys’ fee and expense award referred to in ¶5.1 hereof), less any
19 Taxes and Tax Expenses due, if any, with respect to such income, and less costs of administration and
20 notice actually incurred and paid or payable from the Settlement Amount (not to exceed \$500,000
21 without the prior approval of the Court) shall be returned to the party, parties, or insurer that paid the
22 Settlement Amount as directed by Defendants’ Counsel within ten (10) business days from the date of
23 the event causing such termination. No order of the Court or modification or reversal on appeal of any
24 order of the Court concerning the Plan of Allocation or the amount of attorneys’ fees, costs, expenses,
25 and interest awarded by the Court to Plaintiffs’ Counsel or the amount of any award or expenses by the
26 Court to Plaintiffs shall constitute grounds for termination of the Settlement.

1 **11. No Admission of Wrongdoing**

2 11.1 Defendants deny that they have committed any act or omission giving rise to any liability
3 or violation of law, and state that they are entering into this Settlement to eliminate the burden and
4 expense of further litigation. This Stipulation and the Settlement set forth herein, whether or not
5 consummated, including any and all of its terms, provisions, exhibits and prior drafts, and any
6 negotiations or proceedings related or taken pursuant to it:

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

16 (b) shall not be construed as or received in evidence as an admission, concession, or
17 presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or
18 that any defenses asserted by Defendants have any merit, or that damages recoverable under the
19 Consolidated Complaint in this Action, or any subsequent operative complaint filed in this Action
20 would not have exceeded the Settlement Fund; and

21 (c) notwithstanding the foregoing, Defendants, Plaintiffs, Class Members, and the
22 Released Persons may file the Stipulation and the Final Judgment in any action that may be brought
23 against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral
24 estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim
25 preclusion or issue preclusion or similar defense or counterclaim.

26 **12. Miscellaneous Provisions**

27 12.1 All of the exhibits attached hereto are material and integral parts hereof and are fully
28 incorporated herein by this reference as though fully set forth herein. Notwithstanding the foregoing, in

1 the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms
2 of any Exhibit attached hereto, the terms of this Stipulation shall control.

3 12.2 The Parties intend the Settlement to be a final and complete resolution of all disputes
4 asserted or which could be asserted by Plaintiffs or any Class Member against the Released Persons
5 with respect to the Released Claims. Accordingly, Plaintiffs and Defendants agree not to assert in any
6 forum that the litigation was brought by Plaintiffs or defended by Defendants in bad faith or without a
7 reasonable basis. The Parties further agree not to assert in any forum that any Party or their counsel
8 violated California Code of Civil Procedure §128.7 relating to the prosecution, defense, or settlement of
9 the Action, or Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution or defense of
10 the Federal Action. The Parties agree that the amount paid and the other terms of the Settlement were
11 negotiated at arm's-length and in good faith by the Parties, and reflect a settlement that was reached
12 voluntarily after consultation with experienced legal counsel and assisted by an experienced mediator.

13 12.3 This Stipulation may not be modified or amended, nor may any of its provisions be
14 waived, except by a writing signed by all Parties hereto.

15 12.4 The headings herein are used for the purpose of convenience only and are not meant to
16 have legal effect.

17 12.5 The administration and consummation of the Settlement as embodied in this Stipulation
18 shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of
19 entering orders relating to the Fee and Expense Application, the Plan of Allocation, and enforcing the
20 terms of this Stipulation.

21 12.6 This Stipulation shall not constitute a consent to service or to the jurisdiction of this
22 Court or any other court for any purpose, including any other matter concerning the Released Claims,
23 and shall not be construed as such, other than for the sole and limited purpose of the Settlement and the
24 enforcement of its terms.

25 12.7 The waiver by one Party of any breach of this Stipulation by any other Party shall not be
26 deemed a waiver of any other prior or subsequent breach of this Stipulation.

27 12.8 This Stipulation and its exhibits and the Supplemental Agreement constitute the entire
28 agreement among the Parties hereto concerning the Settlement of the Action, and no representations,

1 warranties, or inducements have been made by any Party hereto concerning this Stipulation and its
2 exhibits other than the representations, warranties, and covenants contained and memorialized in such
3 documents.

4 12.9 This Stipulation may be executed in one or more counterparts and the signatures may be
5 by facsimile, or electronically. All executed counterparts and each of them shall be deemed to be one
6 and the same instrument provided that counsel for the Parties shall exchange among themselves original
7 signed counterparts.

8 12.10 This Stipulation shall be binding upon, and inure to the benefit of, the successors,
9 assigns, executors, administrators, heirs, and legal representatives of the Parties hereto. No assignment
10 shall relieve any Party hereto of obligations hereunder.

11 12.11 The construction, interpretation, operation, effect and validity of this Stipulation, and all
12 documents necessary to effectuate it, shall be governed by the laws of the State of California, without
13 regard to conflicts of laws, except to the extent that federal law requires that federal law governs, and in
14 accordance with the laws of the United States.

15 12.12 This Stipulation shall not be construed more strictly against one Party than another
16 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the
17 Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all
18 Parties have contributed substantially and materially to the preparation of this Stipulation.

19 12.13 All counsel and any other person executing this Stipulation and any of the exhibits
20 hereto, or any related settlement documents, warrant and represent that they have the full authority to do
21 so and that they have the authority to take appropriate action required or permitted to be taken pursuant
22 to the Stipulation to effectuate its terms.

23 12.14 The Settlement contemplated herein is not subject to or contingent upon confirmatory
24 discovery or other additional discovery beyond that already undertaken in the Action.

25 12.15 Plaintiffs, Defendants, and their counsel shall not make any applications for sanctions,
26 pursuant to California Code of Civil Procedure §128.7 or any other applicable rule, code, or statute,
27 with respect to any claims or defenses in this Action.

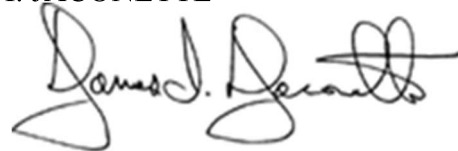
28

1 12.16 Plaintiffs' Counsel and Defendants' Counsel agree to cooperate reasonably with one
2 another in seeking Court approval of the order for notice and hearing, the Stipulation and the
3 Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably
4 required to obtain final approval by the Court of the Settlement.

5 12.17 All agreements made and orders entered during the course of the Action relating to the
6 confidentiality of information shall survive this Stipulation.

7 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by
8 their duly authorized attorneys, dated July 17, 2023.

9 ROBBINS GELLER RUDMAN
10 & DOWD LLP
11 JAMES I. JACONETTE



12 JAMES I. JACONETTE

13 655 West Broadway, Suite 1900
14 San Diego, CA 92101-8498
15 Telephone: 619/231-1058
16 619/231-7423 (fax)

17 ROBBINS GELLER RUDMAN
18 & DOWD LLP
19 SAMUEL H. RUDMAN
20 58 South Service Road, Suite 200
21 Melville, NY 11747
22 Telephone: 631/367-7100
23 631/367-1173 (fax)

24 ROBBINS GELLER RUDMAN
25 & DOWD LLP
26 SHAWN A. WILLIAMS
27 Post Montgomery Center
28 One Montgomery Street, Suite 1800
San Francisco, CA 94104
Telephone: 415/288-4545
415/288-4534 (fax)

BOTTINI & BOTTINI, INC.
FRANCIS A. BOTTINI, JR.
ALBERT Y. CHANG
YURY A. KOLESNIKOV

YURY A. KOLESNIKOV

1 12.16 Plaintiffs' Counsel and Defendants' Counsel agree to cooperate reasonably with one
2 another in seeking Court approval of the order for notice and hearing, the Stipulation and the
3 Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably
4 required to obtain final approval by the Court of the Settlement.

5 12.17 All agreements made and orders entered during the course of the Action relating to the
6 confidentiality of information shall survive this Stipulation.

7 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by
8 their duly authorized attorneys, dated July 17, 2023.

9 ROBBINS GELLER RUDMAN
10 & DOWD LLP
11 JAMES I. JACONETTE

12 _____
13 JAMES I. JACONETTE

14 655 West Broadway, Suite 1900
15 San Diego, CA 92101-8498
16 Telephone: 619/231-1058
17 619/231-7423 (fax)

18 ROBBINS GELLER RUDMAN
19 & DOWD LLP
20 SAMUEL H. RUDMAN
21 58 South Service Road, Suite 200
22 Melville, NY 11747
23 Telephone: 631/367-7100
24 631/367-1173 (fax)

25 ROBBINS GELLER RUDMAN
26 & DOWD LLP
27 SHAWN A. WILLIAMS
28 Post Montgomery Center
One Montgomery Street, Suite 1800
San Francisco, CA 94104
Telephone: 415/288-4545
415/288-4534 (fax)

BOTTINI & BOTTINI, INC.
FRANCIS A. BOTTINI, JR.
ALBERT Y. CHANG
YURY A. KOLESNIKOV

7/18/23



YURY A. KOLESNIKOV

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: 858/914-2001
858/914-2002 (fax)

Lead Counsel for Plaintiffs

GLANCY PRONGAY & MURRAY LLP
ROBERT V. PRONGAY
KARA M. WOLKE
RAYMOND D. SULENTIC

Kara M. Wolke *(as TOC with permission)*

KARA M. WOLKE

1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: 310/201-9150
310/201-9160 (fax)

Additional Counsel for Plaintiffs

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
CAZ HASHEMI
BENJAMIN M. CROSSON
LAURA G. AMADON

BENJAMIN M. CROSSON

650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: 650/493-9300
650/565-5100 (fax)

Counsel for Defendant Tintri, Inc.

BERGESON, LLP
JOHN D. PERNICK

JOHN D. PERNICK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: 858/914-2001
858/914-2002 (fax)

Lead Counsel for Plaintiffs

GLANCY PRONGAY & MURRAY LLP
ROBERT V. PRONGAY
KARA M. WOLKE
RAYMOND D. SULENTIC

KARA M. WOLKE

1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: 310/201-9150
310/201-9160 (fax)

Additional Counsel for Plaintiffs

WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
CAZ HASHEMI
BENJAMIN M. CROSSON
LAURA G. AMADON

7/25/23



BENJAMIN M. CROSSON

650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: 650/493-9300
650/565-5100 (fax)

Counsel for Defendant Tintri, Inc.

BERGESON, LLP
JOHN D. PERNICK

JOHN D. PERNICK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7817 Ivanhoe Avenue, Suite 102
La Jolla, CA 92037
Telephone: 858/914-2001
858/914-2002 (fax)

Lead Counsel for Plaintiffs

GLANCY PRONGAY & MURRAY LLP
ROBERT V. PRONGAY
KARA M. WOLKE
RAYMOND D. SULENTIC

KARA M. WOLKE

1925 Century Park East, Suite 2100
Los Angeles, CA 90067
Telephone: 310/201-9150
310/201-9160 (fax)

Additional Counsel for Plaintiffs

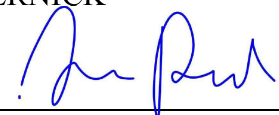
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
CAZ HASHEMI
BENJAMIN M. CROSSON
LAURA G. AMADON

BENJAMIN M. CROSSON

650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: 650/493-9300
650/565-5100 (fax)

Counsel for Defendant Tintri, Inc.

BERGESON, LLP
JOHN D. PERNICK



JOHN D. PERNICK

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

111 North Market Street, Suite 600
San Jose, CA 95113
Telephone: 408/291-6200
408/297-6000 (fax)

Counsel for Individual Defendants

O'MELVENY & MYERS LLP
MATTHEW W. CLOSE

7/24/23 

MATTHEW W. CLOSE

400 South Hope Street, 18th Floor
Los Angeles, CA 90071
Telephone: 213/430-6000
213/430-6407 (fax)

JONATHAN ROSENBERG (*pro hac vice*)
7 Times Square
New York, New York 10036
Telephone: 212/326-2000
212/326-2061 (fax)

Counsel for Underwriter Defendants

EXHIBIT A

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com

5 BOTTINI & BOTTINI, INC.
6 FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
7817 Ivanhoe Avenue, Suite 102
8 La Jolla, CA 92037
Telephone: 858/914-2001
9 858/914-2002 (fax)
fbottini@bottinilaw.com
10 achang@bottinilaw.com
ykolesnikov@bottinilaw.com

11 Lead Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re TINTRI, INC. SECURITIES)
15 LITIGATION) Lead Case No. 17-CIV-04312
) (Consolidated with Nos. 17-CIV-04321;
) 17-CIV-04618; and 20-CIV-00980)

16 _____)
17 This Document Relates To:) CLASS ACTION
)
18 ALL ACTIONS.) [PROPOSED] ORDER PRELIMINARILY
) APPROVING SETTLEMENT AND
19 _____) PROVIDING FOR NOTICE

20 EXHIBIT A

21 Assigned for All Purposes to:
22 Honorable Susan L. Greenberg
23 Dept. 3
24 Date Action Filed: 09/20/17

1 WHEREAS, on July 17, 2023, the Parties to the above-entitled action (the “Action”)¹ entered
2 into a Stipulation of Settlement (the “Stipulation” or “Settlement”), which is subject to review by this
3 Court and which, together with the exhibits thereto, sets forth the terms and conditions for the
4 Settlement of the claims alleged in the Action; and the Court having read and considered the Stipulation
5 and the accompanying documents; and the Parties to the Stipulation having consented to the entry of
6 this Notice Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2023, 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 the Defendants under the direction of a very experienced
11 mediator, the Hon. Layn R. Phillips (Ret.);

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

14 (c) a Class is certified, pursuant to California Code of Civil Procedure §382, for
15 settlement purposes, consisting of all Persons and entities who purchased or otherwise acquired Tintri
16 common stock pursuant or traceable to the Registration Statement and Prospectus issued in connection
17 with Tintri’s June 30, 2017 Initial Public Offering (*i.e.*, between June 30, 2017 and December 26, 2017,
18 inclusive). Subject to the Investment Vehicle carve-out in the following sentence, excluded from the
19 Class are: (i) Defendants; (ii) any Person who served as a partner, control person, executive officer or
20 director of Tintri, or the Underwriters Defendants, and their immediate family members; (iii) present
21 and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Tintri and the
22 Underwriters Defendants; (iv) the Venture Investment Funds and each of their respective general

23 _____
24 ¹ As used herein, the term “Parties” means Plaintiffs Rustam Mustafin, Henrik Thørring, and
25 Laurence Clayton (“Plaintiffs”), on behalf of themselves and the Class (as defined below), and
26 Defendant Tintri, Inc. (“Tintri”), Defendants Ken Klein, Ian Halifax, John Bolger, Charles Giancarlo,
27 Adam Grosser, Kieran Harty, Harvey Jones, Christopher Schaepe, and Peter Sonsini (collectively, the
28 “Individual Defendants” and, together with Tintri, the “Tintri Defendants”), and Defendants Morgan
Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, KeyBanc Capital Markets
Inc., Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler Companies), Raymond
James & Associates, Inc. and William Blair & Company, L.L.C. (collectively, the “Underwriter
Defendants” and, together with the Tintri Defendants, “Defendants”).

1 partners; (v) any entity in which Defendants have or had a majority ownership interest; (vi) any trust of
2 which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant
3 and/or their immediate family members; and (vii) the legal representatives, heirs, successors, and
4 assigns of any person or entity excluded under provisions (i) through (vi) hereto. The foregoing
5 exclusions shall not cover Investment Vehicles. For the avoidance of doubt, any limited partner,
6 shareholder, member, manager, managing member, or director of any of the Venture Investment Funds
7 may only participate in the Settlement with respect to those shares, if any, that were purchased or
8 acquired in an open market transaction or some other transaction independent from any of the Venture
9 Investment Funds and otherwise not directly or indirectly acquired by such person from any of the
10 Venture Investment Funds. Also excluded from the Class are those Class Members who timely and
11 validly request exclusion in accordance with the requirements set by the Court.

12 2. A Settlement Fairness Hearing is hereby scheduled to be held before the Court on
13 _____, ____, at _:___ a.m., for the following purposes:

14 (a) to determine whether, for settlement purposes, this Action satisfies the applicable
15 prerequisites for class action treatment under California Code of Civil Procedure §382;

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

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

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

22 (e) to consider Lead Counsel's application for an award of attorneys' fees and
23 expenses;

24 (f) to consider Plaintiffs' request for awards for their efforts in prosecuting this
25 Action on behalf of the Class; and

26 (g) to rule upon such other matters as the Court may deem appropriate.
27
28

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, Lead Counsel’s request for an award of
5 attorneys’ fees and expenses and Plaintiffs’ request for an award based on their representation of the
6 Class.

7 4. The Court approves the form, substance, and requirements of the Notice of Pendency
8 and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release (the “Proof of
9 Claim”), and the Summary Notice of Proposed Settlement of Class Action (the “Summary Notice”),
10 annexed hereto as 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 commence mailing the Notice and the Proof of Claim,
15 substantially in the forms annexed hereto, by first class mail, postage prepaid, within twenty-one (21)
16 calendar days of this Notice Order, to all Class Members who can be identified with reasonable effort.
17 Within five (5) calendar days of this Notice Order, Tintri, at its expense, shall provide, or cause to be
18 provided to the Claims Administrator, its shareholder lists as appropriate for providing notice to the
19 Class. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such
20 as brokerage firms and other persons or entities who purchased or otherwise acquired Tintri common
21 stock in connection with Tintri’s IPO as record owners but not as beneficial owners. Such nominee
22 purchasers are directed, within ten (10) calendar days of their receipt of the Notice, to either forward
23 copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims
24 Administrator with lists of the names and addresses of the beneficial owners, and the Claims
25 Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial
26 owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial
27 owners shall send a statement to the Claims Administrator confirming that the mailing was made as
28

1 directed. Additional copies of the Notice and Proof of Claim shall be made available to any record
2 holder requesting such for the purpose of distribution to beneficial owners, and such record holders
3 shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper
4 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial
5 owners. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the
6 Court.

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

10 8. Within twenty-one (21) calendar days of this Notice Order, the Claims Administrator
11 shall post the Stipulation, the Notice, and the Proof of Claim on the www.TintriSecuritiesLitigation.com
12 website.

13 9. Lead Counsel shall, at least seven (7) calendar days before the Settlement Fairness
14 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim
15 and proof of publication of the Summary Notice.

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

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

23 (a) Within ninety (90) calendar days after such time as set by the Court for the
24 Claims Administrator to mail the Notice to the Class, each Person claiming to be an Authorized
25 Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim,
26 substantially in a form contained in Exhibit A-2 attached hereto and as approved by the Court, signed
27

1 under penalty of perjury and supported by such documents as are specified in the Proof of Claim and as
2 are reasonably available to the Authorized Claimant.

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

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

16 12. Class Members shall be bound by all determinations and judgments in this Action,
17 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
18 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than
19 twenty-one (21) calendar days before the date set for the Settlement Fairness Hearing, mail a request for
20 exclusion in written form by first class mail postmarked to the address designated in the Notice. Such
21 request for exclusion shall clearly indicate the name, address, and telephone number of the person
22 seeking exclusion, that the sender requests to be excluded from the Class, and must be signed by such
23 person. Such persons requesting exclusion are also directed to state the date(s), price(s), and number of
24 Tintri shares they purchased or acquired between June 30, 2017 and December 26, 2017, inclusive,
25 pursuant or traceable to the Registration Statement issued in connection with Tintri's IPO. The request
26 for exclusion shall not be effective unless it is made in writing within the time stated above, and the
27 exclusion is accepted by the Court. Class Members who make a proper request for exclusion from the

1 Class shall not be entitled to receive any payment out of the Net Settlement Fund as described in the
2 Stipulation and Notice.

3 13. The Court will consider objections to the Settlement, the Plan of Allocation, the awards
4 to Plaintiffs, and/or the award of attorneys' fees and expenses. Any person wanting to object must do
5 so in writing and may also appear at the Settlement Fairness Hearing. To the extent any person wants to
6 object, the written objections and any supporting papers, accompanied by proof of Class membership,
7 shall be filed with the Clerk of the Court, Superior Court of the State of California, County of San
8 Mateo, 400 County Center, Redwood City, CA 94063, and copies of all such papers served no later than
9 _____, 2023, which is twenty-one (21) calendar days before the date set for the Settlement
10 Fairness Hearing, to: (a) James I. Jaconette, Robbins Geller Rudman & Dowd LLP, 655 West
11 Broadway, Suite 1900, San Diego, CA 92101, on behalf of the Plaintiffs and the Class; (b) Benjamin
12 M. Crosson, Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill Road, Palo Alto, CA 94304, on
13 behalf of the Tintri Defendants; and (c) Jonathan Rosenberg, O'Melveny & Myers LLP, 7 Times
14 Square, New York, NY 10036, on behalf of the Underwriter Defendants. Persons who intend to object
15 in writing to the Settlement, the Plan of Allocation, the request for an award of attorneys' fees and
16 expenses and/or Plaintiffs' request for awards for representing the Class and desire to present evidence
17 at the Settlement Fairness Hearing must include in their written objections copies of any exhibits they
18 intend to introduce into evidence at the Settlement Fairness Hearing. If an objector hires an attorney to
19 represent him, her, or it for the purposes of making an objection, the attorney must both effect service of
20 a notice of appearance on counsel listed above and file it with the Court by no later than _____
21 ____, 2023. A Class Member who files a written objection does not have to appear at the Settlement
22 Fairness Hearing for the Court to consider his, her or its objection. Any member of the Class who does
23 not make his, her, or its objection in the manner provided shall be deemed to have waived such
24 objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the
25 Settlement set forth in the Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and
26 expenses to Plaintiffs' Counsel and Plaintiffs' request for awards, unless otherwise ordered by the
27 Court.

1 14. All papers in support of the Settlement, the Plan of Allocation, and any application by
2 Lead Counsel for attorneys' fees and expenses and awards to Plaintiffs shall be filed thirty-five (35)
3 calendar days prior to the Settlement Fairness Hearing. All reply papers shall be filed and served at
4 least seven (7) calendar days prior to the Settlement Fairness Hearing.

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

8 16. Counsel for the Tintri Defendants and Lead Counsel shall promptly furnish each other
9 and the Underwriter Defendants' Counsel with copies of any and all objections that come into their
10 possession.

11 17. Pending final determination of whether the Settlement should be approved, the Plaintiffs,
12 all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not
13 institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting,
14 commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released
15 Claims against any of the Released Persons.

16 18. All reasonable expenses incurred in identifying and notifying Class Members, as well as
17 administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the event
18 the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor
19 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed
20 from the Settlement Fund, except as provided for in the Stipulation.

21 19. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
22 Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation,
23 including any amendment(s) thereof, shall be null and void and of no further force or effect (except to
24 the extent otherwise expressly provided in the Stipulation), without prejudice to any Party, and may not
25 be introduced as evidence or referred to in this Action or any action or proceeding by any person or
26 entity for any purpose, and each Party shall be restored to his, her, or its respective position as it existed
27 on November 17, 2022.

1 20. The Court may adjourn or continue the Settlement Fairness Hearing without further
2 written notice to the Class.

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

6 **IT IS SO ORDERED.**

7
8 DATED: _____

THE HONORABLE SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A-1

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com
5

BOTTINI & BOTTINI, INC.
6 FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
7817 Ivanhoe Avenue, Suite 102
8 La Jolla, CA 92037
Telephone: 858/914-2001
9 858/914-2002 (fax)
fbottini@bottinilaw.com
10 achang@bottinilaw.com
ykolesnikov@bottinilaw.com
11

Lead Counsel for Plaintiffs
12

SUPERIOR COURT OF THE STATE OF CALIFORNIA
13

COUNTY OF SAN MATEO
14

In re TINTRI, INC. SECURITIES
15 LITIGATION
16

) Lead Case No. 17-CIV-04312
) (Consolidated with Nos. 17-CIV-04321;
) 17-CIV-04618; and 20-CIV-00980)

_____)
17 This Document Relates To:)

) CLASS ACTION

18 ALL ACTIONS.)

) NOTICE OF PENDENCY AND PROPOSED
) SETTLEMENT OF CLASS ACTION

19 EXHIBIT A-1

20 Assigned for All Purposes to:
21 Honorable Susan L. Greenberg
22 Dept. 3
Date Action Filed: 09/20/17
23
24
25
26
27
28

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

2 **TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR OTHERWISE ACQUIRED**
3 **TINTRI, INC. (“TINTRI” OR THE “COMPANY”) COMMON STOCK PURSUANT OR**
4 **TRACEABLE TO THE COMPANY’S REGISTRATION STATEMENT AND**
5 **PROSPECTUS ISSUED IN CONNECTION WITH TINTRI’S JUNE 30, 2017 INITIAL**
6 **PUBLIC OFFERING (“IPO”) (“CLASS” OR “CLASS MEMBERS”).¹**

7 **IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY**
8 **SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY**
9 **_____ , 2023.**

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

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

14 This Notice is given pursuant to an order issued by the Superior Court of California, County of
15 San Mateo (the “Court”). This Notice serves to inform you of the proposed Settlement of the above-
16 captioned class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to
17 be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set
18 forth in the Stipulation of Settlement dated July 17, 2023 (the “Stipulation”), by and between Plaintiffs
19 Rustam Mustafin, Henrik Thørring, and Laurence Clayton (“Plaintiffs”), on behalf of themselves and
20 the Class (as defined herein), and Defendant Tintri, Defendants Ken Klein, Ian Halifax, John Bolger,
21 Charles Giancarlo, Adam Grosser, Kieran Harty, Harvey Jones, Christopher Schaepe, and Peter Sonsini
22 (collectively, the “Individual Defendants” and, together with Tintri, the “Tintri Defendants”), and
23 Defendants Morgan Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, KeyBanc
24 Capital Markets Inc., Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler
25 Companies), Raymond James & Associates, Inc. and William Blair & Company, L.L.C. (collectively,
26 the “Underwriter Defendants” and, together with the Tintri Defendants, “Defendants”).²

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

31 **WHAT IS THIS LAWSUIT ABOUT?**

32 **I. THE ALLEGATIONS**

33 Plaintiffs claim that Defendants violated §§11 and 15 of the Securities Act by reason of material
34 misrepresentations and omissions in the Registration Statement and Prospectus for Tintri’s June 30,
35 _____

36 ¹ For purposes of this Settlement only, the Class consists of all Persons and entities who purchased or
37 otherwise acquired Tintri common stock between June 30, 2017 and December 26, 2017, inclusive.

38 ² The Stipulation can be viewed and/or downloaded at www.TintriSecuritiesLitigation.com. All
capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 2017 IPO. Specifically, Plaintiffs allege the Offering Documents were misleading because they omitted
2 material information about (among other things) growing dissatisfaction and attrition among the
3 Company’s employees in the months leading up to the IPO. Plaintiffs also allege that going into the
4 IPO, the Company struggled to keep its best sales personnel and engineers and was having trouble
5 recruiting new employees. These facts allegedly were known to Tintri’s management before the IPO
6 and were likely to have a material impact on the Company’s revenue.

7 Defendants have denied, and continue to deny, each and all of Plaintiffs’ allegations and deny
8 that there were any material misrepresentations in the Offering Documents for Tintri’s June 30, 2017
9 IPO, or any violation of the Securities Act.

10 **THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO
11 PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN
12 EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF
13 THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES
14 ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED
15 SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT
16 SETTLEMENT.**

17 **II. PROCEDURAL HISTORY**

18 The initial complaint was filed in this Court by plaintiff Laurence Clayton on September 20,
19 2017. Two additional complaints were filed thereafter.

20 On October 3, 2017, Defendants removed two of the actions to federal court. On October 10,
21 2017, Plaintiffs filed motions to remand the actions. On October 30, 2017, the federal court entered an
22 order remanding the actions back to this Court.

23 On June 7, 2018, the Court consolidated the three pending actions and appointed Robbins Geller
24 Rudman & Dowd LLP and Bottini & Bottini, Inc. as co-lead counsel for the Plaintiffs in the Action.

25 On July 9, 2018, Plaintiffs filed the Consolidated Complaint for Violations of the Securities Act
26 of 1933 (“Consolidated Complaint”), which is the operative complaint.

27 On July 10, 2018, Tintri filed a Notice of Filing of Petition under Chapter 11 of the United
28 States Bankruptcy Code and of Automatic Stay. On August 1, 2018, the Court stayed all proceedings in
light of Tintri’s filing and vacated all previously set deadlines.

On August 6, 2019, Plaintiffs and the Tintri Defendants participated in a global mediation before
the mediator Michelle Yoshida, Esq. in an effort to resolve the state court action and a related action
pending in federal court (“Federal Action”). The cases did not settle.

In February 2020, in order to conserve the resources of the Parties, the plaintiffs in the Federal
Action voluntarily dismissed their complaint and, thereafter, Plaintiffs Mustafin and Thørring filed a
related action in this Court, which was consolidated into the present Action.

On July 10, 2020, the Court lifted the stay in the Action.

On December 11, 2020, the Court denied Defendants’ motion to dismiss on the basis of *forum
non conveniens*. By order dated May 13, 2021, the Court overruled the Tintri Defendants’ and the
Underwriter Defendants’ demurrers to Plaintiffs’ §§11 and 15 claims, sustained with leave to amend
demurrers by certain venture capital defendants, and denied the motion to stay discovery.

1 On May 25, 2021, Defendants answered the Consolidated Complaint with general denials and
affirmative defenses.

2
3 On March 21, 2018, Plaintiffs propounded their first set of requests for production of documents
("RFPs") on the Tintri Defendants. The Tintri Defendants served their responses and objections on
4 April 25, 2018. On July 20, 2021, the Court entered the Protective Order submitted by the Parties. On
July 23, 2021, Tintri served supplemental responses and objections regarding, and produced documents
5 responsive to, Plaintiffs' first set of RFPs.

6 On September 10, 2021, Tintri served its first set of RFPs on Plaintiffs. On November 12, 2021,
Plaintiffs served their responses and objections to Tintri's RFPs and, on December 24, 2021, Plaintiffs
7 made their first rolling production of documents. Plaintiffs made two supplemental productions in May
and June 2022.

8 On January 27, 2022, Plaintiffs served their second set of RFPs to Tintri and their first set of
RFPs to the Underwriter Defendants. On March 22, 2022, Tintri and the Underwriter Defendants
9 served their respective responses and objections. Tintri began making rolling productions in response
to Plaintiffs' second set of RFPs on June 10, 2022, and to date has produced more than 85,000 pages of
10 documents. The Underwriter Defendants began making rolling productions on August 26, 2022, and to
date have produced more than 27,000 pages of documents.

11 Defendants took the deposition of Plaintiff Mustafin on June 1, 2022, Plaintiff Thørring on June
12 8, 2022, and Plaintiff Clayton on July 13, 2022.

13 On March 21, 2022, Plaintiffs filed a motion for class certification. On September 6, 2022,
Defendants opposed the motion. Plaintiffs filed a reply on October 18, 2022.

14
15 In an effort to conserve judicial resources and attempt to settle the Action, the Parties engaged
the services of the Hon. Layn R. Phillips (Ret.), a nationally recognized mediator. There was an
16 exchange of detailed mediation statements and exhibits and a full-day mediation with Judge Phillips on
October 11, 2022. Although the Parties did not reach an agreement to settle the Action at the
17 mediation, negotiations continued through Judge Phillips. Thereafter, Judge Phillips issued a
"mediator's proposal" for the monetary terms for a settlement of this Action on a class-wide basis. The
18 Parties accepted Judge Phillips' mediator's proposal subject to the negotiation of a Stipulation of
Settlement and approval by the Court. The Stipulation (together with the exhibits thereto) reflects the
19 final and binding agreement between the Parties.

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

21 For purposes of this Settlement only, you are a Class Member if you purchased or otherwise
acquired Tintri common stock between June 30, 2017 and December 26, 2017, inclusive. As set forth
22 in the Stipulation, subject to the Investment Vehicle carve-out in the following sentence, excluded from
the Class are: (i) Defendants; (ii) any Person who served as a partner, control person, executive officer
23 or director of Tintri, or the Underwriters Defendants, and their immediate family members; (iii) present
and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Tintri and the
24 Underwriters Defendants; (iv) the Venture Investment Funds and each of their respective general
partners; (v) any entity in which Defendants have or had a majority ownership interest; (vi) any trust of
25 which any Individual Defendant is the settler or which is for the benefit of any Individual Defendant
and/or their immediate family members; and (vii) the legal representatives, heirs, successors, and
26 assigns of any person or entity excluded under provisions (i) through (vi) hereto. The foregoing
exclusions shall not cover Investment Vehicles. For the avoidance of doubt, any limited partner,
27 shareholder, member, manager, managing member, or director of any of the Venture Investment Funds
28 may only participate in the Settlement with respect to those shares, if any, that were purchased or

1 acquired in an open market transaction or some other transaction independent from any of the Venture
2 Investment Funds and otherwise not directly or indirectly acquired by such person from any of the
3 Venture Investment Funds. Also excluded from the Class are those Class Members who timely and
4 validly request exclusion in accordance with the requirements set by the Court.

4 **PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that
5 you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish
6 to be eligible to participate in the distribution of proceeds from the Settlement, you are required to
7 submit the Proof of Claim that is being distributed with this Notice and the required supporting
8 documentation as set forth therein postmarked or submitted online on or before _____, 2023.

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

8 The Settlement, if approved, will result in the creation of a cash settlement fund of
9 \$7,000,000.00 (the "Settlement Amount"). The Settlement Amount, plus accrued interest, is the
10 Settlement Fund. The Settlement Fund minus the costs of this Notice and all costs associated with the
11 administration of the Settlement, Taxes and Tax Expenses, attorneys' fees and expenses, and any award
12 to Plaintiffs in connection with their representation of the Class, as approved by the Court (the "Net
13 Settlement Fund"), will be distributed to eligible Class Members pursuant to the Plan of Allocation that
14 is described in the next section of this Notice.

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

14 The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among
15 Class Members based on their respective alleged economic losses resulting from the securities law
16 violations alleged in the Action.

16 The Claims Administrator shall determine each Class Member's share of the Net Settlement
17 Fund based on the recognized loss formula (the "Recognized Loss") described below. A Recognized
18 Loss will be calculated for each share of Tintri common stock purchased or otherwise acquired pursuant
19 or traceable to the Company's June 30, 2017 IPO (*i.e.*, between June 30, 2017 and December 26, 2017,
20 inclusive). The calculation of Recognized Loss will depend upon several factors, including when the
21 Tintri shares were purchased or otherwise acquired and in what amounts, whether the shares were ever
22 sold, and, if so, when they were sold and for what amounts. The Recognized Loss is not intended to
23 estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the
24 amount that will be paid to Class Members pursuant to the Settlement. The Recognized Loss is the
25 basis upon which the Net Settlement Fund will be proportionately allocated to Class Members.

22 Your share of the Net Settlement Fund will depend on, among other things, the number of valid
23 Proofs of Claim that Class Members submit, how many Tintri shares you purchased or otherwise
24 acquired pursuant or traceable to Tintri's IPO, the purchase price, whether you sold any of those shares,
25 when you sold them and, if so, the sales price.

25 The Venture Investment Funds are not eligible to participate in the Settlement. No limited
26 partner, shareholder, member, manager, managing member, or director of any of the Venture
27 Investment Funds should include on the Claim Form any information relating to (a) transactions by the
28 Venture Investment Funds in Tintri common stock between June 30, 2017 and December 26, 2017,
inclusive, or (b) shares of Tintri common stock acquired in any manner from a Venture Investment
Fund, including (but not limited to) by distribution. Any limited partner, shareholder, member,

1 manager, managing member, or director of any of the Venture Investment Funds may only participate
2 in the Settlement with respect to those shares, if any, that were purchased or acquired in the open
market and otherwise not directly or indirectly from any of the Venture Investment Funds.

3 The calculation of claims below is not an estimate of the amount you will receive. It is a
4 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.

5 PLAN OF ALLOCATION

6 For each share of Tintri common stock purchased or otherwise acquired pursuant or traceable to
7 the Registration Statement and Prospectus issued in connection with Tintri's IPO, or on the open market
8 from June 30, 2017 through December 26, 2017, inclusive, and:

- 9 a. sold prior to September 21, 2017, the claim per share is the purchase price per share (not
to exceed \$7.00 per share) minus the sales price per share;
- 10 b. sold from September 21, 2017 through March 19, 2018, inclusive, the claim per share is
11 *the lesser of:*
- 12 i. the purchase price per share (not to exceed \$7.00 per share) less the sales price
13 per share, or
- 14 ii. the purchase price per share (not to exceed \$7.00 per share) less \$3.05 per share;
- 15 c. retained at the end of March 19, 2018, the claim per share is the purchase price per share
(not to exceed \$7.00 per share) minus \$3.05 per share.

16 In the event a Class Member has more than one purchase or acquisition or sale of Tintri
17 common stock, pursuant or traceable to the Registration Statement, all such purchases and sales shall be
18 matched on a First-In, First-Out ("FIFO") basis. Sales will be matched against purchases in
chronological order, beginning with the earliest purchase made during the relevant period.

19 A purchase, acquisition, or sale of Tintri shares shall be deemed to have occurred on the
20 "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, acquisition
21 and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or
operation of law of Tintri shares shall not be deemed a purchase, acquisition or sale of Tintri shares for
22 the calculation of a claimant's recognized claim nor shall it be deemed an assignment of any claim
relating to the purchase or acquisition of such shares unless specifically provided in the instrument of
23 gift or assignment. The receipt of Tintri shares in exchange for securities of any other corporation or
entity shall not be deemed a purchase, acquisition or sale of Tintri shares.

24 The total of all profits shall be subtracted from the total of all losses from eligible transactions to
25 determine if a Class Member has a recognized claim. Only if a Class Member had a net market loss,
after all profits from eligible transactions in Tintri common stock are subtracted from all losses, will
26 such Class Member be eligible to receive a distribution from the Net Settlement Fund.

27 If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized
28 Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized

1 Claimant's recognized claim will be limited to the amount of overall market loss. The Claims
2 Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund
3 based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized
4 Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a
5 distribution of less than \$10.00.

6 Distributions will be made to Authorized Claimants after all claims have been processed, after
7 the Court has finally approved the Settlement, and after any appeals are resolved. If there is any
8 balance remaining in the Net Settlement Fund after a reasonable amount of time from the initial date of
9 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or
10 otherwise), the Claims Administrator shall, if economically feasible, reallocate such balance among
11 Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated
12 until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute
13 to Class Members. Thereafter, subject to distribution to state entities, as required by California Code of
14 Civil Procedure §384(b)(3), any balance that remains in the Net Settlement Fund shall be donated to
15 Bay Area Legal Aid.

16 Please contact the Claims Administrator or Plaintiffs' Counsel if you disagree with any
17 determinations made by the Claims Administrator regarding your Proof of Claim. If you are
18 dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class
19 Members and the claims administration process, to decide the issue by submitting a written request.

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

22 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all
23 Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any
24 Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the Released
25 Persons or Defendants' Counsel based on the distributions made substantially in accordance with the
26 Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.
27 All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred
28 from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the
Court), but otherwise shall be bound by the terms of the Stipulation, including the terms of any
judgment entered and the releases given.

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

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

1 *Tintri Securities Litigation*
2 c/o Gilardi & Co. LLC
3 P.O. Box 301171
4 Los Angeles, CA 90030-1171
5 Telephone: 866-779-6823
6 www.TintriSecuritiesLitigation.com

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

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

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

10 The Settlement was reached after highly contested motion practice directed to the sufficiency of Plaintiffs' claims. The Parties also conducted document discovery and several depositions. Nevertheless, the Court has not reached any final decisions in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of the Hon. Layn R. Phillips (Ret.), a highly respected former federal district court judge with extensive experience in the mediation of complex class actions. In reaching the Settlement, the Parties have avoided the cost, delay, and uncertainty of further litigation.

13 As in any litigation, Plaintiffs and the proposed Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a lengthy period of time and that even if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the Action against Defendants could also result in no recovery at all or a judgment that is less than the amount of the Settlement. Conversely, with regards to Defendants, continuing the case could result in a judgment in an amount greater than this Settlement. Accordingly, both Plaintiffs 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.

19 Plaintiffs and Plaintiffs' Counsel believe that this 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.

23 **WHO REPRESENTS THE CLASS?**

24 The following attorneys are counsel for the Class:

25 James I. Jaconette
26 ROBBINS GELLER RUDMAN & DOWD LLP
27 655 West Broadway, Suite 1900
28 San Diego, CA 92101
Telephone: 800/449-4900

1 Francis A. Bottini, Jr.
2 Yury A. Kolesnikov
3 BOTTINI & BOTTINI, INC.
4 7817 Ivanhoe Avenue, Suite 102
5 La Jolla, CA 92037
6 Telephone: 858/914-2001

7 Kara M. Wolke
8 GLANCY PRONGAY & MURRAY LLP
9 1925 Century Park East, Suite 2100
10 Los Angeles, CA 90067
11 Telephone: 888/773-9224

12 If you have any questions about the Action, or the Settlement, you are entitled to consult with
13 Plaintiffs' Counsel by contacting counsel at the phone numbers listed above.

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

15 *Tintri Securities Litigation*
16 c/o Gilardi & Co. LLC
17 P.O. Box 301171
18 Los Angeles, CA 90030-1171
19 Telephone: 866-779-6823
20 www.TintriSecuritiesLitigation.com

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

22 Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be
23 considered at the Settlement Fairness Hearing. Lead Counsel will apply for an attorneys' fee award for
24 Plaintiffs' Counsel in the amount of up to one-third of the Settlement Amount, plus payment of
25 Plaintiffs' Counsel's expenses incurred in connection with this Action in an amount not to exceed
26 \$350,000. In addition, Plaintiffs may seek a payment of up to \$45,000 in the aggregate for their efforts
27 in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement
28 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 Plaintiffs' Counsel.

29 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

30 Yes. If you do not want to receive a payment from this Settlement, or you want to keep the right
31 to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take
32 steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class. If
33 you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged
34 in this Action, you may want to consult an attorney and discuss whether any individual claim that you
35 may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

1 To exclude yourself from the Class, you must send a signed letter by mail saying that you want
2 to be excluded from the Class in the following Action: *In re Tintri, Inc. Securities Litigation*, Lead Case
3 No. 17-CIV-04312. Be sure to include your name, address, telephone number, and the date(s), price(s),
4 and number of Tintri shares that you purchased or acquired between June 30, 2017 and December 26,
2017, inclusive. Your exclusion request must be **postmarked no later than _____, 2023** and
sent to the Claims Administrator at:

5 *Tintri Securities Litigation*
6 Claims Administrator
7 c/o Gilardi & Co. LLC
8 EXCLUSIONS
P.O. Box 5100
Larkspur, CA 94977-5100

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
proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

11 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE**
12 **REQUESTED PAYMENT OF COSTS AND EXPENSES, AND/OR THE PLAN OF**
13 **ALLOCATION?**

14 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not
15 you object to the terms of the Settlement, you may also object to the requested attorneys' fees and
16 expenses, Plaintiffs' request for awards for representing the Class, and/or the Plan of Allocation. In
17 order for any objection to be considered, you must file a written statement, accompanied by proof of
18 Class membership, with the Court and send a copy to Plaintiffs' Counsel, the Tintri Defendants'
19 Counsel, and the Underwriter Defendants' Counsel at the addresses listed below **by _____,**
20 **2023.** The Court's address is: Superior Court of California, County of San Mateo, Hall of Justice and
21 Records, 400 County Center, Redwood City, CA 94063; Lead Counsel's address is Robbins Geller
22 Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o James I. Jaconette;
the Tintri Defendants' Counsel's address is Wilson Sonsini Goodrich & Rosati, P.C., 650 Page Mill
Road, Palo Alto, CA 94304, c/o Benjamin M. Crosson; and the Underwriter Defendants' Counsel is
O'Melveny & Myers LLP, 7 Times Square, New York, NY 10036, c/o Jonathan Rosenberg.
Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard
orally at the Settlement Fairness Hearing are required to indicate in their written objection their
intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any,
they intend to introduce into evidence.

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

25 Objecting is telling the Court that you do not like something about the proposed Settlement, the
26 Plan of Allocation, or Plaintiffs' Counsel's request for an award of attorneys' fees and expenses. You
27 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.

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

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

5 **HOW CAN I GET A PAYMENT?**

6 To qualify for a payment, you must timely complete and return the Proof of Claim that
7 accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at
8 www.TintriSecuritiesLitigation.com. Read the instructions carefully; fill out the Proof of Claim; sign it;
9 and mail or submit it online along with supporting documentation so that it is **postmarked (if mailed)**
10 **or received (if submitted online) no later than _____, 2023.** The Proof of Claim may be
11 submitted online at www.TintriSecuritiesLitigation.com. If you do not submit a timely Proof of Claim
12 with all the required information, you will not receive a payment from the Settlement Fund; however,
13 unless you expressly exclude yourself from the Class as described above, you will still be bound in all
14 other respects by the Settlement, the Judgment, and the release contained in them.

15 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

16 If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment
17 becomes final pursuant to the terms of the Stipulation, all Class Members shall be deemed to have, and
18 by operation of the Final Judgment shall have, fully, finally, and forever waived, released,
19 compromised, settled, resolved, relinquished, and discharged any and all of the Released Persons from
20 all Released Claims.

21 “Released Claims” means any and all claims (including “Unknown Claims” as defined in the
22 Stipulation) against Defendants and their “Related Persons” (as defined in the Stipulation), arising out
23 of, relating to, or in connection with both: (a) the purchase or acquisition of Tintri common stock
24 pursuant or traceable to the Registration Statement issued in connection with Tintri’s June 30, 2017
25 IPO, and (b) the allegations, acts, facts, transactions, matters, occurrences, disclosures, filings,
26 representations, or omissions which were or could have been alleged in this Action (except for claims to
27 enforce any of the terms of the Stipulation).

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

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on _____, 2023, at _____m., before the
Honorable Susan L. Greenberg at the Superior Court of California, County of San Mateo,
Department 3, Courtroom 2B, 400 County Center, Redwood City, CA 94063, for the purpose of
determining whether: (1) the Settlement as set forth in the Stipulation for \$7,000,000.00 in cash 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 Plaintiffs for their efforts in representing the
Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be

1 approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without
2 further notice to members of the Class. If you want to attend the Settlement Fairness Hearing, you
3 should confirm the date and time with Lead Counsel.

4 Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the
5 foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection
6 is made in writing and is filed, together with proof of membership in the Class and with copies of all
7 other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness
8 Hearing, with the Court no later than _____, 2023, and showing proof of service on the following
9 counsel:

7 James I. Jaconette
8 ROBBINS GELLER RUDMAN &
9 DOWD LLP
10 655 West Broadway, Suite 1900
11 San Diego, CA 92101

11 *Attorneys for Plaintiffs*

7 Benjamin M. Crosson
8 WILSON SONSINI GOODRICH
9 & ROSATI, P.C.
10 650 Page Mill Road
11 Palo Alto, CA 94304

11 *Attorneys for Tintri Defendants*

12 Jonathan Rosenberg
13 O'Melveny & Myers LLP
14 7 Times Square
15 New York, New York 10036

15 *Attorneys for Underwriter Defendants*

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

19 If you hire an attorney (at your own expense) to represent you for purposes of objecting, your
20 attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the
21 address set out above) by no later than _____, 2023.

21 **INJUNCTION**

22 The Court has issued an order enjoining all Class Members from instituting, commencing,
23 maintaining or prosecuting any action in any court or tribunal that asserts Released Claims against any
24 Released Person, pending final determination by the Court of whether the Settlement should be
25 approved.

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

26 This Notice contains only a summary of the terms of the proposed Settlement. The records in
27 this Action may be examined and copied at any time during regular office hours, and subject to
28 customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo. In
addition, all the Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and
proposed Judgment may be obtained by contacting the Claims Administrator at:

1 *Tintri Securities Litigation*
2 c/o Gilardi & Co. LLC
3 P.O. Box 301171
4 Los Angeles, CA 90030-1171
5 Email: info@tintrisecuritieslitigation.com
6 Telephone: 866-779-6823
7 www.TintriSecuritiesLitigation.com

8 In addition, you may contact Greg Wood, Shareholder Relations, Robbins Geller Rudman &
9 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900,
10 settlementinfo@rgrdlaw.com, if you have any questions about the Action or the Settlement.

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

12 If you hold any shares of Tintri common stock purchased or acquired between June 30, 2017
13 and December 26, 2017, inclusive, as a nominee for a beneficial owner, then, within ten (10) calendar
14 days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of
15 Claim (collectively, "Notice Packet") by First-Class Mail to all such Persons; or (2) provide a list of the
16 names and addresses of such Persons to the Claims Administrator:

17 *Tintri Securities Litigation*
18 c/o Gilardi & Co. LLC
19 P.O. Box 301171
20 Los Angeles, CA 90030-1171
21 Email: info@tintrisecuritieslitigation.com
22 Telephone: 866-779-6823
23 www.TintriSecuritiesLitigation.com

24 If you choose to mail the Notice Packet yourself, you may obtain from the Claims Administrator
25 (without cost to you) as many additional copies of these documents as you will need to complete the
26 mailing.

27 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
28 performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred
in connection with forwarding the Notice Packet, or providing names and addresses to the Claims
Administrator, upon submission of appropriate documentation to the Claims Administrator. Any
dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court.

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

DATED: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN MATEO
HONORABLE SUSAN L. GREENBERG

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com

5 BOTTINI & BOTTINI, INC.
6 FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
7817 Ivanhoe Avenue, Suite 102
8 La Jolla, CA 92037
Telephone: 858/914-2001
9 858/914-2002 (fax)
fbottini@bottinilaw.com
10 achang@bottinilaw.com
ykolesnikov@bottinilaw.com

11 Lead Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re TINTRI, INC. SECURITIES)
15 LITIGATION) Lead Case No. 17-CIV-04312
) (Consolidated with Nos. 17-CIV-04321;
) 17-CIV-04618; and 20-CIV-00980)

16 _____)
17 This Document Relates To:) CLASS ACTION
)
18 ALL ACTIONS.) PROOF OF CLAIM AND RELEASE
)
19 _____) EXHIBIT A-2

20 Assigned for All Purposes to:
Honorable Susan L. Greenberg
21 Dept. 3
Date Action Filed: 09/20/17

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on the claims in the action entitled *In re Tintri, Inc.*
3 *Securities Litigation*, Lead Case No. 17-CIV-04312 (the “Action”),¹ you must complete and, on page
4 ____ hereof, sign this Proof of Claim. If you fail to file a properly addressed (as set forth in paragraph 3
5 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from
6 the Net 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** _____, **2023**, ADDRESSED AS FOLLOWS:

12 *Tintri Securities Litigation*
13 Claims Administrator
14 c/o Gilardi & Co. LLC
15 P.O. Box 301171
Los Angeles, CA 90030-1171
Online Submissions: www.TintriSecuritiesLitigation.com

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

18 4. **PLEASE NOTE:** The Venture Investment Funds are not eligible to participate in the
19 Settlement.² No limited partner, shareholder, member, manager, managing member, or director of any
20 of the Venture Investment Funds should include on the Claim Form any information relating to (a)
21 transactions by the Venture Investment Funds in Tintri common stock between June 30, 2017 and

22 _____
23 ¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the
Stipulation of Settlement (“Stipulation”), which can be obtained at www.TintriSecuritiesLitigation.com.

24 ² “Venture Investment Funds” mean New Enterprise Associates 12, Limited Partnership, NEA
25 Ventures 2008, Limited Partnership, NEA Partners 12, Limited Partnership, NEA 12 GP, LLC, Silver
26 Lake Kraftwerk Fund, L.P., Silver Lake Technology Investors Kraftwerk, L.P., Silver Lake Group,
27 L.L.C., SLTA Kraftwerk (GP), L.L.C., Silver Lake Technology Associates Kraftwerk, L.P., Insight
28 Venture Partners VIII, L.P., Insight Venture Partners (Delaware) VIII, L.P., Insight Venture Partners
(Cayman) VIII, L.P., Insight Venture Partners VIII (Co-Investors), L.P., Star Trinity, L.P., Star Trinity
GP, LLC, Insight Venture Management, LLC, Insight Venture Associates VIII, L.P., Insight Venture
Associates VIII, Ltd., Insight Holdings Group, LLC, Lightspeed Venture Partners VIII, L.P.,
Lightspeed Ultimate General Partner VIII, Ltd., and Lightspeed General Partner VIII, L.P.

1 December 26, 2017, inclusive, or (b) shares of Tintri common stock acquired in any manner from a
2 Venture Investment Fund, including (but not limited to) by distribution. Any limited partner,
3 shareholder, member, manager, managing member, or director of any of the Venture Investment Funds
4 should include on this Claim Form only those shares, if any, that were purchased or acquired in an open
5 market transaction or some other transaction independent from any of the Venture Investment Funds
6 and otherwise not directly or indirectly acquired by such person from any of the Venture Investment
7 Funds.

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

11 **II. CLAIMANT IDENTIFICATION**

12 You are a member of the Class if you purchased or otherwise acquired Tintri, Inc. (“Tintri”)
13 common stock pursuant or traceable to the Registration Statement and Prospectus filed in connection
14 with Tintri’s June 30, 2017 Initial Public Offering (“IPO”). For purposes of this Settlement only, you
15 are a Class Member if you purchased or otherwise acquired Tintri common stock between June 30,
16 2017, and December 26, 2017, inclusive.

17 Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record
18 (“nominee”) of the Tintri common stock that forms the basis of this claim. THIS CLAIM MUST BE
19 FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL
20 REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE TINTRI COMMON
21 STOCK UPON WHICH THIS CLAIM IS BASED.

22 All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians,
23 conservators, and trustees must complete and sign this claim on behalf of persons represented by them
24 and their authority must accompany this claim and their titles or capacities must be stated. The Social
25 Security (or taxpayer identification) number and telephone number of the beneficial owner may be used
26 in verifying the claim. Failure to provide the foregoing information could delay verification of your
27 claim or result in rejection of the claim.

28

1 **III. CLAIM FORM**

2 Use Part II of this form entitled “Schedule of Transactions in Tintri Common Stock” to supply
3 all required details of your transaction(s). If you need more space or additional schedules, attach
4 separate sheets giving all of the required information in substantially the same form. Sign and print or
5 type your name on each additional sheet.

6 On the schedules, provide all of the requested information with respect to *all* of your purchases,
7 acquisitions, and sales of Tintri common stock that took place between June 30, 2017 and March 19,
8 2018, inclusive, whether such transactions resulted in a profit or a loss. You must also provide all of the
9 requested information with respect to the number of shares of Tintri common stock you held at the close
10 of trading on March 19, 2018. Failure to report all such transactions may result in the rejection of your
11 claim.

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

14 The date of covering a “short sale” is deemed to be the date of purchase of Tintri common stock.
15 The date of a “short sale” is deemed to be the date of sale of Tintri common stock.

16 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**
17 **YOUR TRANSACTIONS IN TINTRI COMMON STOCK SHOULD BE ATTACHED TO**
18 **YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**
19 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

20 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
21 transactions may request, or may be requested, to submit information regarding their transactions in
22 electronic files. All such claimants MUST also submit a manually signed paper Proof of Claim whether
23 or not they also submit electronic copies. If you wish to submit your claim electronically, you must
24 contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. No electronic
25 files will be considered to have been properly submitted unless the Claims Administrator issues to the
26 claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

27
28

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 COUNTY OF SAN MATEO

3 *In re Tintri, Inc. Securities Litigation*

4 Lead Case No. 17-CIV-04312

5 **PROOF OF CLAIM AND RELEASE**

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

7 _____, 2023

8 Please Type or Print

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

13 **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"/>
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"/>		

23 **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 TINTRI COMMON STOCK

2 A. Purchases or acquisitions of Tintri common stock (June 30, 2017-March 19,
3 2018, inclusive):

4

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
5 1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
6 2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
7 3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

8 B. Sales of Tintri common stock (June 30, 2017-March 19, 2018, inclusive):

9

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

13 C. Number of shares of Tintri common stock held at the close of trading on March
14 19, 2018: _____
15 Proof of Position Enclosed: Yes No

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

19 **IV. SUBMISSION TO JURISDICTION OF COURT AND
20 ACKNOWLEDGMENTS**

21 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I
22 (We) also submit to the jurisdiction of the Superior Court of the State of California, County of San
23 Mateo, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set
24 forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any
25 judgment that may be entered in the Action. I (We) agree to furnish additional information to the
26 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other
27
28

1 claim covering the same purchases, acquisitions or sales of Tintri common stock during the relevant
2 period and know of no other person having done so on my (our) behalf.

3 **V. RELEASE**

4 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
5 finally, and forever settle, release, and discharge from the Released Claims each and all of the
6 “Released Persons,” defined as Defendants and each and all of their Related Persons.

7 2. “Related Persons” means each of a Defendant’s past, present, or future parents,
8 subsidiaries, and affiliates, and their respective directors, officers, employees, partners, members,
9 principals, agents, underwriters, insurers, co-insurers, reinsurers, majority ownership shareholders,
10 attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment
11 bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or
12 affiliated entities, any entity in which a Defendant holds more than a majority ownership interest,
13 Investment Vehicles of which any Underwriter Defendant or any of its affiliates is a majority owner or
14 holds a majority beneficial interest, any member of an Individual Defendant’s immediate family, or any
15 trust of which any Individual Defendant is the settler or which is for the benefit of any Individual
16 Defendant and/or member(s) of his or her family, all in their capacities as such.

17 3. “Released Claims” means any and all claims, demands, losses, rights, liability, and
18 causes of action of every nature and description whatsoever, including Unknown Claims as defined
19 below, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or
20 any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether foreseen or
21 unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or
22 unmatured, whether direct, representative, class, or individual in nature, that either were or could have
23 been asserted in this Action, or could be in the future asserted in any forum, arising out of, relating to,
24 or in connection with both (a) the purchase or acquisition of Tintri common stock pursuant or traceable
25 to the Registration Statement issued in connection with Tintri’s June 30, 2017 IPO, and (b) the
26 allegations, acts, facts, transactions, matters, occurrences, disclosures, filings, representations, or
27 omissions that were or could have been involved, set forth, alleged or referred to in this Action.
28 “Released Claims” also includes any and all claims arising out of, relating to, or in connection with the

1 Settlement or resolution of the Action against the Released Persons (including Unknown Claims),
2 except for claims to enforce any of the terms of the Stipulation.

3 4. “Unknown Claims” means: (i) any and all Released Claims and potential claims against
4 the Released Persons which Plaintiffs or any Class Member does not know or suspect to exist in their,
5 his, her, or its favor as of the Effective Date, including, without limitation, those that, if known by such
6 Plaintiffs or Class Members, might have affected their, his, her, or its decision(s) with respect to the
7 Settlement or the releases, including their, his, her, or its decision(s) to object or not to object to the
8 Settlement or to exclude themselves, himself, herself, or itself from the Class, and (ii) any Released
9 Defendants’ Claims against Plaintiffs, which Defendants do not know or suspect to exist in their, his,
10 her or its favor, which if known by them, him, her, or it might have affected their, his, her, or its
11 decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released
12 Defendants’ Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the
13 Effective Date, Plaintiffs and Defendants shall have expressly waived, and each Class Member shall be
14 deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the
15 provisions, rights, and benefits of Cal. Civ. Code §1542, which provides:

16 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
17 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
18 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
19 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
20 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
21 **DEBTOR OR RELEASED PARTY.**

22 Additionally, with respect to any and all Released Claims and Released Defendants’ Claims, the Parties
23 stipulate and agree that by operation of the Final Judgment, upon the Effective Date, Plaintiffs and
24 Defendants shall have expressly waived, and each Class Member shall be deemed to have waived, and
25 by operation of the Final Judgment shall have expressly waived, any and all provisions, rights, and
26 benefits conferred by any law of any state or territory of the United States, or principle of common law,
27 which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs, Class Members, and
28 Defendants may hereafter discover facts in addition to or different from those which they, he, she, or it
now knows or believes to be true with respect to the subject matter of the Released Claims and Released
Defendants’ Claims, but the Parties shall expressly fully, finally, and forever settle and release, and

1 each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final
2 Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims and
3 Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-
4 contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any
5 theory of law or equity now existing or coming into existence in the future, including, but not limited to,
6 conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
7 without regard to the subsequent discovery or existence of such different or additional facts. The
8 Parties acknowledge, and Class Members shall be deemed to have acknowledged, that the inclusion of
9 "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was
10 separately bargained for and is an essential element of the Settlement.

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

14 6. I (We) hereby warrant and represent that I (we) have included information about all of
15 my (our) transactions in Tintri common stock that occurred during the relevant period as well as the
16 number of shares of Tintri common stock held by me (us) at the close of trading on March 19, 2018.

17 7. **By checking this box**, I (We) hereby warrant and represent that I (we) am (are) not,
18 nor have I (we) ever have been a general partner of any of the following entities: New Enterprise
19 Associates 12, Limited Partnership, NEA Ventures 2008, Limited Partnership, NEA Partners 12,
20 Limited Partnership, NEA 12 GP, LLC, Silver Lake Kraftwerk Fund, L.P., Silver Lake Technology
21 Investors Kraftwerk, L.P., Silver Lake Group, L.L.C., SLTA Kraftwerk (GP), L.L.C., Silver Lake
22 Technology Associates Kraftwerk, L.P., Insight Venture Partners VIII, L.P., Insight Venture Partners
23 (Delaware) VIII, L.P., Insight Venture Partners (Cayman) VIII, L.P., Insight Venture Partners VIII (Co-
24 Investors), L.P., Star Trinity, L.P., Star Trinity GP, LLC, Insight Venture Management, LLC, Insight
25 Venture Associates VIII, L.P., Insight Venture Associates VIII, Ltd., Insight Holdings Group, LLC,
26 Lightspeed Venture Partners VIII, L.P., Lightspeed Ultimate General Partner VIII, Ltd., or Lightspeed
27 General Partner VIII, L.P.

28

1 I (We) declare under penalty of perjury under the laws of the State of California that all of the
2 foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

3 Executed this _____ day of _____
4 (Month/Year)

5 in _____
6 (City) (State/Country)

7 _____
(Sign your name here)

8 _____
9 (Type or print your name here)

10 _____
11 (Capacity of person(s) signing,
12 e.g., Beneficial Purchaser or Acquirer,
13 Executor or Administrator)

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

17 Reminder Checklist:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO
LATER THAN _____, 2023, ADDRESSED AS FOLLOWS:**

Tintri Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 301171
Los Angeles, CA 90030-1171
Online Submissions: www.TintriSecuritiesLitigation.com

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com

5 BOTTINI & BOTTINI, INC.
6 FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
7817 Ivanhoe Avenue, Suite 102
8 La Jolla, CA 92037
Telephone: 858/914-2001
9 858/914-2002 (fax)
fbottini@bottinilaw.com
10 achang@bottinilaw.com
ykolesnikov@bottinilaw.com

11 Lead Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re TINTRI, INC. SECURITIES)
15 LITIGATION)
16 _____)
) Lead Case No. 17-CIV-04312
) (Consolidated with Nos. 17-CIV-04321;
) 17-CIV-04618; and 20-CIV-00980)

17 This Document Relates To:)
) CLASS ACTION
)
) SUMMARY NOTICE OF PROPOSED
18 ALL ACTIONS.)
) SETTLEMENT OF CLASS ACTION

19 _____)
) EXHIBIT A-3

20 Assigned for All Purposes to:
21 Honorable Susan L. Greenberg
22 Dept. 3
Date Action Filed: 09/20/17

1 **TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED**
2 **TINTRI, INC. (“TINTRI”) COMMON STOCK PURSUANT OR TRACEABLE TO THE**
3 **REGISTRATION STATEMENT AND PROSPECTUS FILED IN CONNECTION WITH**
4 **TINTRI’S INITIAL PUBLIC OFFERING (“IPO”) ON OR ABOUT JUNE 30, 2017.¹**

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

7 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2023, at
8 ____:____.m., before the Honorable Susan L. Greenberg at the Superior Court of California, County of
9 San Mateo, Department 3, Courtroom 2B, 400 County Center, Redwood City, CA 94063, to determine
10 whether: (1) the proposed settlement (the “Settlement”) of the above-captioned action as set forth in the
11 Stipulation of Settlement (“Stipulation”)² for \$7,000,000.00 in cash should be approved by the Court as
12 fair, reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered;
13 (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in
14 the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), which is discussed below)
15 and, if so, in what amount; (4) to pay Plaintiffs for representing the Class out of the Settlement Fund
16 and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair,
17 reasonable, and adequate.

18 This Action is a consolidated securities putative class action brought on behalf of those Persons
19 and entities who purchased or acquired Tintri common stock pursuant or traceable to the Registration
20 Statement and Prospectus for Tintri’s June 30, 2017 IPO, against Tintri and certain of its officers,
21 directors, and underwriters of Tintri’s IPO (collectively, “Defendants”) for, among other things,
22 allegedly misstating and omitting material facts from the Registration Statement and Prospectus filed
23 with the U.S. Securities and Exchange Commission in connection with Tintri’s IPO. Plaintiffs allege
24 that these purportedly false and misleading statements resulted in damage to Class Members when the
25 truth was revealed. Defendants deny all of Plaintiffs’ allegations.

26 ¹ For purposes of this Settlement only, the Class consists of all Persons and entities who purchased or
27 otherwise acquired Tintri common stock between June 30, 2017 and December 26, 2017, inclusive.

28 ² The Stipulation can be viewed and/or obtained at www.TintriSecuritiesLitigation.com. All
capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 **IF YOU PURCHASED OR ACQUIRED TINTRI COMMON STOCK BETWEEN**
2 **JUNE 30, 2017 THROUGH AND INCLUDING DECEMBER 26, 2017, YOUR RIGHTS MAY**
3 **BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.**

4 To share in the distribution of the Settlement Fund, you must establish your rights by submitting
5 a Proof of Claim and Release form (“Proof of Claim”), along with the required supporting
6 documentation, by mail (**postmarked no later than _____, 2023**) or online (**no later than**
7 **_____, 2023**). Your failure to submit your Proof of Claim by _____, 2023, will subject
8 your claim to rejection and preclude you from receiving any of the recovery in connection with the
9 Settlement of this Action. If you are a member of the Class and do not request exclusion therefrom, you
10 will be bound by the Settlement and any judgment and release entered in the Action, including, but not
11 limited to, the Judgment, whether or not you submit a Proof of Claim.

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

17 *Tintri Securities Litigation*
18 c/o Gilardi & Co. LLC
19 P.O. Box 301171
 Los Angeles, CA 90030-1171

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

21 Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Plaintiffs’

22 Counsel:

23 ROBBINS GELLER RUDMAN & DOWD LLP
24 James I. Jaconette
25 655 West Broadway, Suite 1900
 San Diego, CA 92101
26 Telephone: 800/449-4900
 settlementinfo@rgrdlaw.com

27 **IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A**
28 **REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED BY _____, 2023, IN**

1 THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE CLASS
2 WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS WILL BE BOUND BY THE
3 SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

4 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
5 SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL
6 FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE PAYMENT TO
7 PLAINTIFFS FOR THEIR REPRESENTATION OF THE CLASS. ANY OBJECTIONS MUST BE
8 FILED WITH THE COURT AND SENT TO PLAINTIFFS' COUNSEL AND DEFENDANTS'
9 COUNSEL BY _____, 2023, IN THE MANNER AND FORM EXPLAINED IN THE
10 NOTICE.

11
12 DATED: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN MATEO
THE HONORABLE SUSAN L. GREENBERG

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101-8498
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com

5 BOTTINI & BOTTINI, INC.
6 FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
7817 Ivanhoe Avenue, Suite 102
8 La Jolla, CA 92037
Telephone: 858/914-2001
9 858/914-2002 (fax)
fbottini@bottinilaw.com
10 achang@bottinilaw.com
ykolesnikov@bottinilaw.com

11 Lead Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re TINTRI, INC. SECURITIES)
15 LITIGATION)

Lead Case No. 17-CIV-04312
(Consolidated with Nos. 17-CIV-04321;
17-CIV-04618; and 20-CIV-00980)

16 _____)
17 This Document Relates To:)

CLASS ACTION

18 ALL ACTIONS.)
19 _____)

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

EXHIBIT B

Assigned for All Purposes to:
Honorable Susan L. Greenberg
Dept. 3
Date Action Filed: 09/20/17

1 WHEREAS, the Court is advised that the Parties,¹ 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 Stipulation of Settlement dated July 17, 2023 (the “Stipulation”); and

4 WHEREAS, on _____, 2023, the Court entered its Order Preliminarily Approving
5 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
6 form and manner of notice to the Class of the Settlement, and said notice has been made, and the
7 Settlement Fairness Hearing having been held; and

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

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

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

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

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

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

23 _____
24 ¹ As used herein, the term “Parties” means Plaintiffs Rustam Mustafin, Henrik Thørring, and
25 Laurence Clayton (“Plaintiffs”), on behalf of themselves and the Class (as defined below), and
26 Defendant Tintri, Inc. (“Tintri”), Defendants Ken Klein, Ian Halifax, John Bolger, Charles Giancarlo,
27 Adam Grosser, Kieran Harty, Harvey Jones, Christopher Schaepe, and Peter Sonsini (collectively, the
28 “Individual Defendants” and, together with Tintri, the “Tintri Defendants”), and Defendants Morgan
Stanley & Co. LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, KeyBanc Capital Markets
Inc., Needham & Company, LLC, Piper Jaffray & Co. (n/k/a Piper Sandler Companies), Raymond
James & Associates, Inc. and William Blair & Company, L.L.C. (collectively, the “Underwriter
Defendants” and, together with the Tintri Defendants, “Defendants”).

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

2 (i) The Settlement was negotiated at arm's length by Plaintiffs on behalf of the Class
3 and by Defendants, all of whom were represented by highly experienced and skilled counsel. The case
4 settled only after, among other things: (a) a mediation conducted by an experienced mediator who was
5 familiar with this Action; (b) the exchange between the Plaintiffs and the Defendants of detailed
6 mediation statements and exhibits prior to the mediation, which highlighted the factual and legal issues
7 in dispute; (c) follow-up negotiations between the Plaintiffs and the Defendants with the assistance of
8 the mediator; (d) Plaintiffs' Counsel's extensive investigation, which included, among other things, a
9 review of Tintri's press releases, U.S. Securities and Exchange Commission filings, analyst reports,
10 media reports, and other publicly disclosed reports and information about the Defendants; (e) the
11 drafting and submission of detailed complaints; (f) motion practice; and (g) the review and analysis of
12 over 112,000 pages of non-public documents produced by the Defendants. Accordingly, both the
13 Plaintiffs and Defendants were well-positioned to evaluate the settlement value of this Action. The
14 Stipulation has been entered into in good faith and is not collusive.

15 (ii) If the Settlement had not been achieved, both Plaintiffs and Defendants faced the
16 expense, risk, and uncertainty of extended litigation. The Court takes no position on the merits of either
17 Plaintiffs' or Defendants' arguments, but notes these arguments as evidence in support of the
18 reasonableness of the Settlement.

19 F. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interest of
20 the Class Members in connection with the Settlement.

21 G. Plaintiffs, all Class Members, and Defendants are hereby bound by the terms of the
22 Settlement set forth in the Stipulation.

23 **IT IS HEREBY ORDERED THAT:**

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

28

1 2. The Court hereby certifies this Action as a class action for purposes of this Settlement
2 only, pursuant to California Code of Civil Procedure §382, on behalf of all Persons and entities who
3 purchased or otherwise acquired Tintri common stock pursuant or traceable to the Registration
4 Statement and Prospectus filed in connection with Tintri’s June 30, 2017 Initial Public Offering (*i.e.*,
5 between June 30, 2017 and December 26, 2017, inclusive). Subject to the Investment Vehicle carve-out
6 in the following sentence, excluded from the Class are: (i) Defendants; (ii) any Person who served as a
7 partner, control person, executive officer or director of Tintri, or the Underwriters Defendants, and their
8 immediate family members; (iii) present and former parents, subsidiaries, assigns, successors, affiliates,
9 and predecessors of Tintri and the Underwriters Defendants; (iv) the Venture Investment Funds and
10 each of their respective general partners; (v) any entity in which Defendants have or had a majority
11 ownership interest; (vi) any trust of which any Individual Defendant is the settler or which is for the
12 benefit of any Individual Defendant and/or their immediate family members; and (vii) the legal
13 representatives, heirs, successors, and assigns of any person or entity excluded under provisions (i)
14 through (vi) hereto. The foregoing exclusions shall not cover Investment Vehicles. For the avoidance
15 of doubt, any limited partner, shareholder, member, manager, managing member, or director of any of
16 the Venture Investment Funds may only participate in the Settlement with respect to those shares, if
17 any, that were purchased or acquired in an open market transaction or some other transaction
18 independent from any of the Venture Investment Funds and otherwise not directly or indirectly acquired
19 by such person from any of the Venture Investment Funds. Also excluded from the Class are those
20 Class Members who timely and validly request exclusion in accordance with the requirements set by the
21 Court.

22 3. All Released Persons as defined in the Stipulation are released in accordance with, and
23 as defined in, the Stipulation.

24 4. Upon the Effective Date, Plaintiffs and all Class Members, on behalf of themselves and
25 any Person claiming through or on behalf of them, shall be deemed to have, and by operation of this
26 Judgment shall have, fully, finally, and forever waived, released, compromised, settled, resolved,
27
28

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

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

9 6. Upon the Effective Date, each of the Defendants and their current and former officers,
10 directors, predecessors, successors, parents, subsidiaries, assigns, assignees, affiliates, employees,
11 executors, administrators, representatives, attorneys, insurers, reinsurers, heirs, and agents, in their
12 capacity as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally,
13 and forever released and discharged Plaintiffs, Plaintiffs' Counsel, and each and all of the Class
14 Members from each and every one of the Released Defendants' Claims.

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

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

20 9. The requests for exclusion by the persons or entities identified in Exhibit 1 to this
21 Judgment are accepted by the Court.

22 10. All other provisions of the Stipulation are incorporated into this Judgment as if fully
23 rewritten herein.

24 11. Neither the Stipulation nor the Settlement, nor any act performed or document executed
25 pursuant to or in furtherance of the Stipulation or the Settlement:

26 (a) shall be offered or received against Defendants as evidence of, or evidence in
27 support of, a presumption, concession, or admission with respect to any liability, negligence, fault, or
28

1 wrongdoing, or in any way referred to for any other reason as against Defendants, in any civil, criminal,
2 or administrative action or proceeding, other than such proceedings as may be necessary to effectuate
3 the provisions of the Stipulation; however, Defendants may refer to it to effectuate the liability
4 protection granted them hereunder;

5 (b) shall be construed as or received in evidence as an admission, concession, or
6 presumption against Plaintiffs or any of the Class Members that any of their claims are without merit, or
7 that any defenses asserted by Defendants have any merit, or that damages recoverable in this Action
8 would have exceeded the Settlement Fund; and

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

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

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

23 14. Nothing in the Settlement restricts the ability of any Party to advocate in favor of or
24 against the applicability of any offset to any claims asserted in any other action based on any amount
25 paid to Authorized Claimants through the Settlement.

26
27
28

1 15. In the event that the Stipulation is terminated in accordance with its terms: (a) this
2 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (b) this Action shall
3 proceed as provided in the Stipulation.

4 16. Without affecting the finality of this Judgment in any way, this Court retains continuing
5 jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement
6 Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and
7 determining applications for attorneys' fees, interest, expenses, and awards to Plaintiffs pursuant to 15
8 U.S.C. §77z-1(a)(4) in the Action; and (d) all Parties hereto for the purpose of construing, enforcing,
9 and administrating the Stipulation.

10 **IT IS SO ORDERED.**

11 DATED: _____

THE HONORABLE SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT

NAME	FIRM	EMAIL
Brian J. Robbins	ROBBINS LLP 5040 Shoreham Place San Diego, CA 92122 Telephone: 619/525-3990 619/525-3991(fax)	brobbins@robbsinsllp.com
Francis A. Bottini, Jr. Albert Y. Chang Yury A. Kolesnikov	BOTTINI & BOTTINI, INC. 7817 Ivanhoe Avenue, Suite 102 La Jolla, CA 92037 Telephone: 858/914-2001 858/914-2002 (fax)	fbottini@bottinilaw.com achang@bottinilaw.com ykolesnikov@bottinilaw.com
Robert V. Prongay Kara M. Wolke Raymond D. Sulentic	GLANCY PRONGAY & MURRAY LLP 1925 Century Park East, Suite 2100 Los Angeles, CA 90067 Telephone: 310/201-9150 310/201-9160 (fax)	info@glancylaw.com kwolke@glancylaw.com rsulentic@glancylaw.com

COUNSEL FOR DEFENDANTS:

NAME	FIRM	EMAIL
Ashley L. Shively	HOLLAND & KNIGHT LLP 50 California Street, Suite 2800 San Francisco, CA 94111 Telephone: 415/743-6900 415/743-6910 (fax)	Ashley.Shively@hkllaw.com
Roger A. Lane	HOLLAND & KNIGHT LLP 10 St. James Avenue, 11th Floor Boston, MA 02116 Telephone: 617/523-2700 617/523-6850 (fax)	Roger.Lane@hkllaw.com
James G. Kreissman Stephen P. Blake	SIMPSON THACHER & BARTLETT LLP 2475 Hanover Street Palo Alto, CA 94304 Telephone: 650/251-5080 650/251-5002 (fax)	jkreissman@stblaw.com sblake@stblaw.com
Jonathan Rosenberg	O'MELVENY & MYERS LLP 7 Times Square Tower New York, NY 10036 Telephone: 212/326-2000 212/326-2061 (fax)	jrosenberg@omm.com

NAME	FIRM	EMAIL
Matthew W. Close	O'MELVENY & MYERS LLP 400 South Hope Street, 18th Floor Los Angeles, CA 90071 Telephone: 213/430-6000 213/430-6407 (fax)	mclose@omm.com
Caz Hashemi Benjamin M. Crosson Laura G. Amadon	WILSON SONSINI GOODRICH & ROSATI 650 Page Mill Road Palo Alto CA 94304 Telephone: 650/493-9300 650/565-5100 (fax)	chashemi@wsgr.com bcrosson@wsgr.com lamadon@wsgr.com
Daniel J. Bergeson John D. Pernick Susan E. Bower Adam C. Trigg	BERGESON, LLP 111 N. Market Street, Suite 600 San Jose, CA 95113 Telephone: 408/291-6200 408/297-6000 (fax)	dbergeson@be-law.com jpernick@be-law.com sbower@be-law.com atrigg@be-law.com
Christina D. Saler	COHEN MILSTEIN SELLERS & TOLL PLLC 3 Logan Square 1717 Arch Street, Suite 3610 Philadelphia, PA 19103 Telephone: 267/479-5707 267/479-5701 (fax)	csaler@cohenmilstein.com

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 28, 2023, at San Diego, California.



BENJAMIN ENGFELT