

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 _____
17 This Document Relates To:
18 ALL ACTIONS.
19 _____

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

) CLASS ACTION
) ~~PROPOSED~~ ORDER PRELIMINARILY
) APPROVING SETTLEMENT AND
) PROVIDING FOR NOTICE

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

Electronically
RECEIVED

7/28/2023

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

FILED
SAN MATEO COUNTY
DEC 27 2023
Clerk of the Superior Court
By [Signature] DEPUTY CLERK

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 26th day of December 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 3. The Court reserves the right to approve the Settlement with or without modification and
28 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without

1 further notice to the Class. The Court reserves the right to enter the Judgment approving the Stipulation
2 regardless of whether it has approved the Plan of Allocation, Lead Counsel's request for an award of
3 attorneys' fees and expenses and Plaintiffs' request for an award based on their representation of the
4 Class.

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

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

12 6. The Claims Administrator shall commence mailing the Notice and the Proof of Claim,
13 substantially in the forms annexed hereto, by first class mail, postage prepaid, within twenty-one (21)
14 calendar days of this Notice Order, to all Class Members who can be identified with reasonable effort.
15 Within five (5) calendar days of this Notice Order, Tintri, at its expense, shall provide, or cause to be
16 provided to the Claims Administrator, its shareholder lists as appropriate for providing notice to the
17 Class. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such
18 as brokerage firms and other persons or entities who purchased or otherwise acquired Tintri common
19 stock in connection with Tintri's IPO as record owners but not as beneficial owners. Such nominee
20 purchasers are directed, within ten (10) calendar days of their receipt of the Notice, to either forward
21 copies of the Notice and Proof of Claim to their beneficial owners or to provide the Claims
22 Administrator with lists of the names and addresses of the beneficial owners, and the Claims
23 Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial
24 owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial
25 owners shall send a statement to the Claims Administrator confirming that the mailing was made as
26 directed. Additional copies of the Notice and Proof of Claim shall be made available to any record
27 holder requesting such for the purpose of distribution to beneficial owners, and such record holders
28 shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper

1 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial
2 owners. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the
3 Court.

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

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

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

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

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

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

26 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
27 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall
28 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth

1 therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the
2 releases contained therein, and the Final Judgment. Notwithstanding the foregoing, Lead Counsel may,
3 in its discretion, accept for processing late-submitted claims so long as the distribution of the Net
4 Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim
5 against Plaintiffs, Plaintiffs' Counsel, the Released Persons, Defendants' Counsel, or the Claims
6 Administrator by reason of the decision to exercise such discretion whether to accept late-submitted
7 claims.

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

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

25 13. The Court will consider objections to the Settlement, the Plan of Allocation, the awards
26 to Plaintiffs, and/or the award of attorneys' fees and expenses. Any person wanting to object must do
27 so in writing and may also appear at the Settlement Fairness Hearing. To the extent any person wants to
28 object, the written objections and any supporting papers, accompanied by proof of Class membership,

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

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

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

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

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

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

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

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

23
24
25
26
27
28

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

4 **IT IS SO ORDERED.**

5 DATED: 12-26-23



THE HONORABLE SUSAN L. GREENBERG
JUDGE OF THE SUPERIOR COURT

6
7
8
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

) 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 _____)

) NOTICE OF PENDENCY AND PROPOSED
) SETTLEMENT OF CLASS ACTION

EXHIBIT A-1

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

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, KeyBank
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
2 affirmative defenses.

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

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

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

18 Defendants took the deposition of Plaintiff Mustafin on June 1, 2022, Plaintiff Thørring on June
19 8, 2022, and Plaintiff Clayton on July 13, 2022.

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

22 In an effort to conserve judicial resources and attempt to settle the Action, the Parties engaged
23 the services of the Hon. Layn R. Phillips (Ret.), a nationally recognized mediator. There was an
24 exchange of detailed mediation statements and exhibits and a full-day mediation with Judge Phillips on
25 October 11, 2022. Although the Parties did not reach an agreement to settle the Action at the
26 mediation, negotiations continued through Judge Phillips. Thereafter, Judge Phillips issued a
27 “mediator’s proposal” for the monetary terms for a settlement of this Action on a class-wide basis. The
28 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
final and binding agreement between the Parties.

HOW DO I KNOW IF I AM A CLASS MEMBER?

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
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
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
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
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
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,
shareholder, member, manager, managing member, or director of any of the Venture Investment Funds
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
3 market and otherwise not directly or indirectly from any of the Venture Investment Funds.

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

7 PLAN OF ALLOCATION

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

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

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

24 A purchase, acquisition, or sale of Tintri shares shall be deemed to have occurred on the
25 "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, acquisition
26 and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or
27 operation of law of Tintri shares shall not be deemed a purchase, acquisition or sale of Tintri shares for
28 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
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.

The total of all profits shall be subtracted from the total of all losses from eligible transactions to
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
such Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized
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,
5 2017, inclusive. Your exclusion request must be **postmarked no later than _____, 2023** and
6 sent to the Claims Administrator at:

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

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

16 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE**
17 **REQUESTED PAYMENT OF COSTS AND EXPENSES, AND/OR THE PLAN OF**
18 **ALLOCATION?**

19 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not
20 you object to the terms of the Settlement, you may also object to the requested attorneys' fees and
21 expenses, Plaintiffs' request for awards for representing the Class, and/or the Plan of Allocation. In
22 order for any objection to be considered, you must file a written statement, accompanied by proof of
23 Class membership, with the Court and send a copy to Plaintiffs' Counsel, the Tintri Defendants'
24 Counsel, and the Underwriter Defendants' Counsel at the addresses listed below by _____,
25 2023. The Court's address is: Superior Court of California, County of San Mateo, Hall of Justice and
26 Records, 400 County Center, Redwood City, CA 94063; Lead Counsel's address is Robbins Geller
27 Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o James I. Jaconette;
28 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.

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

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

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
submitted online at www.TintriSecuritiesLitigation.com. If you do not submit a timely Proof of Claim
with all the required information, you will not receive a payment from the Settlement Fund; however,
unless you expressly exclude yourself from the Class as described above, you will still be bound in all
other respects by the Settlement, the Judgment, and the release contained in them.

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

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

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

20 **THE ABOVE DESCRIPTION OF THE PROPOSED SETTLEMENT AND THE**
21 **RELEASES IS ONLY A SUMMARY.** The complete terms, including the definitions of “Related
22 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.

23 **THE SETTLEMENT FAIRNESS HEARING**

24 The Court will hold a Settlement Fairness Hearing on _____, 2023, at _____m., before the
25 Honorable Susan L. Greenberg at the Superior Court of California, County of San Mateo,
26 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
27 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
28 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:

10 James I. Jaconette
11 ROBBINS GELLER RUDMAN &
12 DOWD LLP
13 655 West Broadway, Suite 1900
14 San Diego, CA 92101

15 *Attorneys for Plaintiffs*

16 Benjamin M. Crosson
17 WILSON SONSINI GOODRICH
18 & ROSATI, P.C.
19 650 Page Mill Road
20 Palo Alto, CA 94304

21 *Attorneys for Tintri Defendants*

22 Jonathan Rosenberg
23 O'Melveny & Myers LLP
24 7 Times Square
25 New York, New York 10036

26 *Attorneys for Underwriter Defendants*

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

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

INJUNCTION

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

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in
this Action may be examined and copied at any time during regular office hours, and subject to
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
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

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

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

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

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

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

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

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing 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
) EXHIBIT A-2
19 _____)

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

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
Lake Kraftwerk Fund, L.P., Silver Lake Technology Investors Kraftwerk, L.P., Silver Lake Group,
26 L.L.C., SLTA Kraftwerk (GP), L.L.C., Silver Lake Technology Associates Kraftwerk, L.P., Insight
Venture Partners VIII, L.P., Insight Venture Partners (Delaware) VIII, L.P., Insight Venture Partners
27 (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
28 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.

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"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<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

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

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

11

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

17 C. Number of shares of Tintri common stock held at the close of trading on March
18 19, 2018: _____
19 Proof of Position Enclosed: Yes No

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

23 **IV. SUBMISSION TO JURISDICTION OF COURT AND
24 ACKNOWLEDGMENTS**

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

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.

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 _____
(Type or print your name here)

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

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

16 **Reminder Checklist:**

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

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 _____
17 This Document Relates To:
18 ALL ACTIONS.
19 _____

) Lead Case No. 17-CIV-04312
) (Consolidated with Nos. 17-CIV-04321;
) 17-CIV-04618; and 20-CIV-00980)
) CLASS ACTION
) SUMMARY NOTICE OF PROPOSED
) SETTLEMENT OF CLASS ACTION
) EXHIBIT A-3

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

28

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 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

1	NAME	FIRM	EMAIL
2	Brian J. Robbins	ROBBINS LLP 5040 Shoreham Place San Diego, CA 92122 Telephone: 619/525-3990 619/525-3991(fax)	brobbins@robbsllp.com
5	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
8	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

12 **COUNSEL FOR DEFENDANTS:**

13	NAME	FIRM	EMAIL
14	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@hklaw.com
17	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@hklaw.com
21	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
24	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

1	NAME	FIRM	EMAIL
2	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
3	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
4	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 atrigger@be-law.com
5	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

17 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
18 28, 2023, at San Diego, California.

19 *Benjamin Engfelt*

20
21 BENJAMIN ENGFELT