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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

JOHNNY HOSEY, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

RICHARD COSTOLO, MIKE GUPTA, LUCA  
BARATTA, JACK DORSEY, PETER  
CHERNIN, PETER CURRIE, PETER FENTON,  
DAVID ROSENBLATT, EVAN WILLIAMS,  
and TWITTER, INC.,

Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**NOTICE OF UNOPPOSED MOTION  
AND UNOPPOSED MOTION FOR  
PRELIMINARY CERTIFICATION OF  
SETTLEMENT CLASS AND FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Hearing Date: May 10, 2018  
Hearing Time: 9:00 a.m.  
Hearing Judge: Hon. Marie S. Weiner  
Hearing Dept: Dept. 2

Date Action Filed: Nov. 4, 2016  
Trial Date: Not Set

1 TO: ALL PARTIES AND THEIR ATTORNEYS OF RECORD

2  
3 PLEASE TAKE NOTICE that on May 10, 2018, at 9:00 a.m., or as soon thereafter as the  
4 matter may be heard, in the courtroom of the Honorable Marie S. Weiner in Department 2,  
5 located at 400 County Center, Redwood City, California 94063, Plaintiff Johnny Hosey will, and  
6 hereby does, move the Court, pursuant to Rule 3.769 of the California Rules of Court, for an  
7 order: (1) preliminarily certifying a settlement class; (2) preliminarily approving the settlement  
8 of this class action, as it falls within the range of possible approval and is a product of arms'  
9 length bargaining; (3) approving the form and method of providing notice to the class; and, (4)  
10 length bargaining; (3) approving the form and method of providing notice to the class; and, (4)  
11 setting a date for a settlement hearing on fairness and final approval of the settlement.

12 This motion will be made and is based upon this Notice of Unopposed Motion;  
13 Unopposed Motion, the attached Memorandum of Points and Authorities; the attached  
14 Declaration of Laurence Rosen, and the exhibits attached thereto; all pleadings, records, and  
15 papers on file with the Court in this action; and any further oral and documentary evidence that  
16 may be produced and oral argument that may be heard at the hearing.

17  
18 Plaintiff makes this motion following the conference of counsel conducted on April 5,  
19 2018, during which Defendants' counsel advised that Defendants do not oppose this motion.

20 Dated April 6, 2018

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

12 JOHNNY HOSEY, individually and on behalf of  
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 RICHARD COSTOLO, MIKE GUPTA, LUCA  
17 BARATTA, JACK DORSEY, PETER  
18 CHERNIN, PETER CURRIE, PETER FENTON,  
19 DAVID ROSENBLATT, EVAN WILLIAMS,  
20 and TWITTER, INC.,

21 Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**MEMORANDUM OF POINTS  
AND AUTHORITIES IN SUPPORT  
OF PLAINTIFF'S UNOPPOSED  
MOTION FOR PRELIMINARY  
CERTIFICATION OF SETTLEMENT  
CLASS AND FOR PRELIMINARY  
APPROVAL OF SETTLEMENT**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

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7 **Other Authorities**

8 Federal Judicial Center, Manual for Complex Litigation §30.41 (3d ed. 1995) .....5

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1           **I.       INTRODUCTION**

2           Plaintiff Johnny Hosey (“Plaintiff” or the “Proposed Class Representative”), respectfully  
3 submits this Memorandum of Points and Authorities in support of the preliminary approval of  
4 settlement.<sup>1</sup> This settlement proposes to resolve the claims against Twitter Inc. (“Twitter” or the  
5 “Company”) and the defendants for a cash payment of \$2.5 million. This proposed settlement is  
6 reasonable, adequate and warrants preliminary approval.

7           As an initial matter, the Court should satisfy itself that this Action may proceed as a class  
8 action for settlement purposes only. Because, based on the proposed settlement class definition,  
9 there is an “ascertainable class” with a “well defined community of interest in the questions of  
10 law and fact affecting the parties to be represented”, the requirements of class treatment are met.  
11 *Daar v. Yellow Cab Co.*, 67 Cal. 2d 695, 704 (1967); *Richmond v. Dart Indus., Inc.*, 29 Cal. 3d  
12 462, 470 (1981); Cal. Code. Civ. Proc. § 382.

13           Then, the Court should preliminarily approve the settlement by determining whether the  
14 settlement falls within the range of possible approval. The settlement meets this requirement as  
15 it resolves significant legal and factual uncertainty and provides for an excellent result for the  
16 Class.  
17

18           Plaintiff respectfully requests that the Court enter an order: (1) preliminarily certifying a  
19 settlement class; (2) preliminarily approving the settlement of this class action, as it falls within  
20 the range of possible approval and is a product of arms’ length bargaining; (3) approving the form  
21 and method of providing notice to the class; and, (4) setting a date for a settlement hearing on  
22 fairness and final approval of the settlement. Upon consideration of the Class’s reaction to the  
23  
24

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28           <sup>1</sup> Unless otherwise set forth, this Memorandum incorporates by reference the definitions in the  
Stipulation and Agreement of Settlement (the “Stipulation”) concurrently filed herewith.

1 settlement and fuller briefing from counsel, the Court will be in a position to assess the proposed  
2 Settlement's fairness in connection with Plaintiff's Motion for Final Approval.

## 3 II. FACTUAL & PROCEDURAL HISTORY

4 This Action was filed on November 4, 2016 and arises from the alleged omission of certain  
5 risk disclosures in connection with Twitter's November 7, 2013 initial public offering (the "IPO").  
6 The Complaint alleges that the Twitter and certain of its officers and directors (the "Individual  
7 Defendants")<sup>2</sup> violated sections 11 and 15 of the Securities Act of 1933 by failing to disclose  
8 certain risks resulting from the Company's stock compensation system. Specifically, while  
9 disclosing the critical importance of highly skilled employees and how the Company would  
10 substantially compensate them in stock, defendants failed to adequately disclose the material risks  
11 posed by its unusually lavish stock compensation system. When these undisclosed risks  
12 materialized in 2016, as revealed in articles published by the *Wall Street Journal* and the *New*  
13 *York Times*, the price of Twitter's stock fell by over 13%.

14  
15 In response to the Complaint, Defendants filed a demurrer, contending that the allegations  
16 failed to state viable claims and that, even if viable, Plaintiff's claims were time-barred because  
17 the undisclosed risks identified in the Complaint were obvious. This Court overruled Defendants'  
18 demurrer as to the section 11 claim, rejecting Defendants' statute of limitations defense.<sup>3</sup>  
19 Defendants then moved for summary judgment, again arguing that Plaintiff's claims were barred  
20  
21

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22 <sup>2</sup> The Complaint names the following officers and directors of Twitter as Individual Defendants:  
23 Richard Costolo, Mike Gupta, Luca Baratta, Jack Dorsey, Peter Chernin, Peter Currie, Peter  
24 Fenton, David Rosenblatt, and Evan Williams. Plaintiff refers to Twitter and the Individual  
25 Defendants collectively herein as "Defendants." The Complaint had also named the  
26 underwriters of Twitter's IPO, including Goldman, Sachs & Co., Morgan Stanley & Co. LLC,  
27 J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche  
28 Bank Securities Inc., Allen & Company LLC, and Code Advisors LLC, as defendants (the  
"Underwriter Defendants"). On January 17, 2017, however, pursuant to Plaintiff's request, the  
Court entered an order dismissing, without prejudice, the Underwriter Defendants.

<sup>3</sup> The Court sustained Defendants' demurrer as to Plaintiff's section 15 claims, with leave to  
amend, but Plaintiff elected not to amend the Complaint.

1 by operation of the statute of limitations. The parties engaged in discovery, with Defendants  
2 deposing the Plaintiff and Plaintiff's expert witness and both sides exchanging documents.  
3 Following briefing by the parties and a hearing, the Court issued an order on October 13, 2017,  
4 denying Defendants' motion.

5 On November 13, 2017, the parties agreed to, and advised the Court that they would,  
6 mediate their dispute in early December 2017 at JAMS ADR. The parties exchanged briefing and  
7 attended a full-day mediation with Jed Melnick on December 8, 2017, at the conclusion of which  
8 they agreed to a cash settlement of \$2.5 million in exchange for a release of all claims. Plaintiff  
9 filed a Notice of Settlement with the Court on December 20, 2017.  
10

### 11 **III. THE SETTLEMENT**

12 As consideration for the release of the claims described below, the Company has agreed  
13 to pay \$2.5 million in cash for the benefit of the Class. *See* Stipulation, ¶ 3 (filed concurrently  
14 herewith). The Settlement Amount will be placed into an interest-bearing escrow account within  
15 fifteen (15) business days of preliminary approval of the Settlement. The Net Settlement Fund  
16 will be distributed to eligible Class Members in accordance with the Plan of Allocation ("Plan")  
17 described in the Long Notice. The Plan takes into account the various alleged disclosure dates and  
18 statutory damages and treats all potential claimants in a fair and equitable fashion.  
19

20 In exchange for this cash payment, Plaintiff has agreed to release the Released Claims  
21 defined as:

22 all claims, demands, disputes, right, causes of action, suits, damages,  
23 or liabilities of any kind, nature, and character whatsoever, including  
24 without limitation Unknown Claims (as defined below), any claims  
25 for damages, interest, attorneys' fees, expert or consulting fees, and  
26 any and all other costs, expenses or liabilities whatsoever, arising  
27 out of, relating to, or in connection with the purchase or sale or  
28 acquisition or disposition or holding of Twitter common stock, that  
were asserted or could have been asserted by Plaintiff or any  
member of the Class against the Released Parties, whether brought  
under the 1933 Act, the Securities Exchange Act of 1934, any other

1 federal statute, any state statute, or common law, or any other law,  
2 rule or regulation, and that relate to the facts, events, transactions,  
3 acts, occurrences, statements, representations, misrepresentations,  
4 omissions, and circumstances alleged in the Complaint. “Released  
5 Claims” also includes any and all claims arising out of, relating to,  
6 or in connection with the Settlement or resolution of the Action  
7 against the Released Parties (including Unknown Claims), except  
8 claims to enforce any of the terms of this Stipulation. Released  
9 Claims do not include the claims asserted under the Securities  
10 Exchange Act of 1934 in *In re Twitter Inc. Securities Litigation*, No.  
11 16-cv-05314 (N.D. Cal.).

12 *See* Stipulation, Definitions ¶ r.

#### 13 **IV. THE SETTLEMENT WARRANTS PRELIMINARY APPROVAL**

14 California has a well-established public policy favoring compromises of litigation. *See*  
15 *Hamilton v. Oakland Sch. Dist. of Alameda Cty.*, 219 Cal. 322, 329 (1933) (“it is the policy of  
16 the law to discourage litigation and to favor compromises”); *Cent. & W. Basin Water*  
17 *Replenishment Dist. v. S. California Water Co.*, 109 Cal. App. 4th 891, 912 (2003), *as modified*  
18 *on denial of reh'g* (July 9, 2003). This policy is particularly compelling in class actions. *See* 7-  
19 *Eleven 7-Eleven Owners for Fair Franchising v. Southland Corp.*, 85 Cal. App. 4th 1135, 1152  
20 (2000). Approval of a class action settlement is comprised of three steps. *See* Manual for  
21 Complex Litigation § 21.632 (4th ed. 2004); *Luckey v. Superior Court*, 228 Cal. App. 4th 81, 93  
22 (2014). First, the plaintiff must move for preliminary approval of the settlement, requesting  
23 permission to provide notice of the settlement to the class. *See* Cal. Rules of Court, Rule  
24 3.769(c). Second, the plaintiff must disseminate notice to class members informing them of the  
25 proposed settlement and their right to object. *See* Cal. Rules of Court, Rule 3.769(f). Third, the  
26 court holds a final fairness hearing during which it considers the fairness, adequacy, and  
27 reasonableness of the settlement. *See* Cal. Rules of Court, Rule 3.769(g); *see also Carter v. City*  
28 *of Los Angeles*, 224 Cal. App. 4th 808, 820 (2014) (explaining three steps for approval of  
settlement).

1 Plaintiff has reached the first step in the process and requests that the Court preliminarily  
2 approve the settlement. While the standard for preliminary approval is not set forth in California  
3 law, California courts have adopted the procedures and standards developed in the federal  
4 courts. *See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1811 n.7 (1996), *as modified* (Sept.  
5 30, 1996). Thus, in determining whether to grant preliminary approval, the Court need only  
6 consider whether “the proposed settlement appears to be the product of serious, informed, non-  
7 collusive negotiations, has no obvious deficiencies, does not improperly grant preferential  
8 treatment to class representatives or segments of the class, and falls within the range of possible  
9 approval.” Manual for Complex Litigation §30.41 (3d ed. 1995); *see also* Alba Conte & Herbert  
10 B. Newberg, *Newberg on Class Actions* §13z64 (4th ed. 2002). As set forth below, the  
11 Settlement satisfies this criteria.

12  
13 **A. The Settlement Is the Product of Informed Arm’s Length Negotiations**

14 A settlement “presumably will be fair to all concerned” when negotiations are overseen  
15 by “a neutral mediator” that assured “itself that [the] settlement agreement represents an arm’s  
16 length transaction entered without self-dealing or other potential misconduct.” *Kullar v. Foot*  
17 *Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129 (2008). As discussed in more detail above, the  
18 Settlement was reached after arm’s length negotiations among the Parties under the supervision  
19 and guidance of mediator JAMS mediator Jed Melnick. During these negotiations, the Parties  
20 debated and fully explored the strengths and weaknesses of their respective claims and defenses  
21 and Mr. Melnick attained a comprehensive understanding of the Parties’ positions. With an  
22 informed understanding of the nuances of the disputed issues in the actions, the Parties agreed to  
23 the Settlement.  
24  
25

26 The Settlement is therefore presumptively fair because it was reached through arm’s  
27 length negotiations overseen by an experienced mediator between experienced securities  
28

1 attorneys who had sufficient information to make an intelligent decision regarding the propriety  
2 of the Settlement. *See Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 245 (2001),  
3 *disapproved of on other grounds by Hernandez v. Restoration Hardware, Inc.*, 4 Cal. 5th 260  
4 (2018).

5 **B. The Settlement Has No Obvious Deficiencies and Does Not Unfairly Favor**  
6 **Any Class Members**

7 Second, the Settlement should be preliminarily approved because it does not have any  
8 obvious deficiencies and does not unfairly favor any Class Members. The Class, as defined, is  
9 limited to those persons or entities who purchased or otherwise acquired the common stock  
10 pursuant or traceable to Twitter’s allegedly misleading registration statement. *See* Stipulation,  
11 Definitions ¶ c. The Parties were careful to exclude all Persons related to Defendants and any  
12 person who may have benefitted from Defendants’ actions. Next, the Settlement’s release  
13 language appropriately releases only claims arising out of the purchase or acquisition of Twitter  
14 common stock during the Class Period. Because general releases “covering all claims that were  
15 or could have been raised in the suit — [are] common in class action settlements,” this release  
16 language is sufficiently narrowly tailored to warrant approval. *Carter*, 224 Cal. App. 4th at 820;  
17 *Villacres v. ABM Indus. Inc.*, 189 Cal. App. 4th 562, 586 (2010) (release appropriate when it  
18 barred “claims based on the allegations underlying the claims in the settled class action . . . even  
19 though the precluded claim *was not presented*, and *could not have been presented*, in the class  
20 action”) (emphasis in original).

21  
22  
23 The Settlement also does not grant preferential treatment to any Class Members. The  
24 Plan set forth in the Long Notice is designed to distribute a pro rata share of the Net Settlement  
25 Fund to Authorized Claimants based upon their loss under the Plan. The Plan was developed in  
26 consultation with the proposed claims administrator and takes into account the various market  
27 events and statutory damages for the claims relating to the IPO.  
28

1           **C.     The Settlement Amount Is Within the Range of Reasonableness**

2           The Settlement, which provides a substantial cash benefit to the Class of \$2.5 million, is  
3 within the range of reasonableness. The reasonableness of the Settlement Amount is  
4 underscored by both the Settlement Amount, when taken as a percentage of the total estimated  
5 damages, as well as the inherent complexities of the Action and the substantial risks of  
6 continued litigation.

7           Under this Settlement, Defendants will pay \$2.5 million, which represents approximately  
8 5.8% of the roughly \$43.2 million in estimated aggregate damages. As a percentage of the total  
9 estimated damages, the Settlement Amount is well above the median percentage of investor  
10 losses recovered recovery level in securities class action settlements. *See In re Omnivision*  
11 *Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. 2008) (approving 6% recovery of maximum  
12 damages) (citing *In re Heritage Bond Litig.*, No. 02-ML-1475 DT, 2005 WL 1594403, at \*8–\*9  
13 (C.D. Cal. June 10, 2005) (average recovery between 2% to 3% of maximum damages)).<sup>4</sup>  
14 Accordingly, this Court should conclude that the Settlement Amount weighs in favor of granting  
15 preliminary approval.  
16

17           While Plaintiff firmly believes in the strength of the claims, success at further stages of  
18 litigation was far from certain. This is supported by the fact that, among others, Defendants  
19 presented a very strong statute of limitations defense and where shares traceable to the IPO were  
20 arguably limited due to the sale of pre-IPO shares soon after the IPO. These and other potential  
21 defenses, such as Defendants’ negative causation defense, would have been heavily disputed  
22  
23  
24

25 \_\_\_\_\_  
26 <sup>4</sup> *See also Officers for Justice v. Civil Serv. Comm'n of City & Cty. of San Francisco*, 688 F.2d  
27 615, 628 (9th Cir. 1982) (“It is well-settled law that a cash settlement amounting to only a  
28 fraction of the potential recovery will not *per se* render the settlement inadequate or unfair”);  
*Knight v. Red Door Salons, Inc.*, No. 08-01520 SC, 2009 WL 248367, at \*3 (N.D. Cal. Feb. 2,  
2009) (“The immediacy and certainty of the settlement award justifies a recovery smaller than  
the Class Members could seek in the case”).

1 throughout the litigation and presented significant challenges to success at trial and in support of  
2 judgment greater than the cash payment obtained here.

3 Plaintiff's burden at trial would require expert testimony on industry specific issues and  
4 damages. Even with the most competent experts in these fields, there could be no guarantee that  
5 Plaintiff would prevail on liability and damages. Defendants' experts would likely present  
6 opinions designed to establish affirmative defenses, undermine Plaintiff's ability to demonstrate  
7 liability, and mitigate or eliminate damages.

8  
9 An evaluation of the benefits of the Settlement must be tempered by the recognition that  
10 any compromise involves concessions on the part of the settling parties. Thus, the possibility  
11 that the Class potentially could have achieved a better recovery after trial does not preclude the  
12 Court from finding that the Settlement is within the "range of reasonableness" that is  
13 appropriate for approval. *See Cahill v. San Diego Gas & Elec. Co.*, 194 Cal. App. 4th 939, 966–  
14 67 (2011) (finding that the settlement amount equal to one half of one percent of total damages  
15 was "in the ballpark" of reasonable settlements when the risks of smaller or no recovery at trial  
16 were considered). The recovery of \$2.5 million represents a favorable result for the Class  
17 considering the risk of receiving a much smaller recovery, or no recovery at all, if litigation  
18 were to proceed.

19  
20 Plaintiff, through his counsel, having carefully considered and evaluated, among others,  
21 the relevant legal authorities and evidence adduced to date in support of the claims, the  
22 likelihood of prevailing on those claims, the risk, expense, and duration of continued litigation,  
23 and the likely appeals and subsequent proceedings that would follow, have concluded that the  
24 Settlement is fair, reasonable, and adequate and in the best interest of the Class.<sup>5</sup> Plaintiff's  
25

26  
27 <sup>5</sup> *See Odrick v. UnionBancal Corp.*, No. C 10-5565 SBA, 2012 WL 6019495, at \*3 (N.D. Cal.  
28 Dec. 3, 2012). It is not for the court to reach any ultimate conclusions regarding the merits of the  
dispute, nor to second guess the settlement terms. *Officers for Justice*, 688 F.2d at 625 ("[T]he

1 Counsel have significant experience in complex class action litigation and have negotiated  
2 numerous class action settlements throughout the country.<sup>6</sup> Because it is well established that  
3 the “court undoubtedly should give considerable weight to the competency and integrity of  
4 counsel” when evaluating a settlement, counsels’ support of the Settlement further evidences its  
5 reasonableness. *Kullar*, 168 Cal. App. 4th at 129. While the Parties believe the Settlement  
6 merits final approval, the Court need not make that determination at this time. The Court is  
7 being asked to permit notice of the terms of the Settlement to be given to the Class and schedule  
8 a hearing to consider any views by Class Members of the fairness of the Settlement, the Plan,  
9 and counsels’ request for an award of attorneys’ fees and expenses. *See Newberg*, §13264 (4th  
10 ed. 2002).

12 **V. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES IS PROPER**

13 As part of the Settlement, the Parties have agreed to the certification of a Class  
14 comprised of:

15 all Persons that purchased or otherwise acquired Twitter common  
16 stock pursuant or traceable to Twitter’s Registration Statement,  
17 with a purchase or acquisition date between November 7, 2013  
18 and February 18, 2014, inclusive. Excluded from the Class are (i)  
19 Twitter, (ii) the Individual Defendants, (iii) any current and  
20 former officers and directors of Twitter, (iv) the Underwriters, and  
21 (v) all such excluded Persons’ immediate family members, legal  
22 representatives, heirs, parents, wholly-owned subsidiaries,  
23 successors, and assigns. Notwithstanding the foregoing sentence,  
24 the Class shall include any investment company or pooled  
25 investment fund, including, but not limited to, mutual fund  
26 families, exchange-traded funds, fund of funds and hedge funds,  
27 in which the Underwriters, or any of them, have, has or may have  
28 a direct or indirect interest, or as to which any Underwriter’s

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24 court’s intrusion upon what is otherwise a private consensual agreement negotiated between the  
25 parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the  
26 agreement is not the product of fraud or  
27 overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a  
28 whole, is fair, reasonable and adequate to all concerned”).

<sup>6</sup> See the firm résumés of The Rosen Law Firm, P.A. and Sarraf Gentile LLP, which are attached to the Declaration of Laurence Rosen, submitted herewith, as Exhibits 2 and 3, respectively.

1 affiliates may act as an investment advisor, but as to which any  
2 Underwriter alone or together with any of its respective affiliates  
3 is neither a majority owner nor the holder of a majority beneficial  
4 interest.

5 See Stipulation, Definitions ¶ c.

6 In California, there are two certification prerequisites: (1) the existence of an  
7 “ascertainable class,” and (2) “a well-defined community of interest in the questions of law and  
8 fact involved affecting the parties to be represented.” *Yellow Cab Co.*, 67 Cal. 2d at 704;  
9 *Gutierrez v. California Commerce Club, Inc.*, 187 Cal. App. 4th 969, 978 (2010); *Hernandez v.*  
10 *Vitamin Shoppe Indus., Inc.*, 174 Cal. App. 4th 1441, 1456–57 (2009). Cal. Civ. Code § 1781(b)  
11 (West) provides that class certification is appropriate when: (1) it is impracticable to bring all  
12 members of the class before the court; (2) the questions of law or fact common to the class are  
13 substantially similar and predominate over the questions affecting the individual members; (3)  
14 the claims or defenses of the representative plaintiff are typical of the claims or defenses of the  
15 class; and (4) the representative plaintiff will fairly and adequately protect the interests of the  
16 class.

17 A lesser standard of scrutiny applies when evaluating these criteria for settlement  
18 purposes. *Dunk*, 48 Cal. App. 4th at 1807. If the action satisfies the statutory criteria, the court  
19 must certify the class. See *In re Steroid Hormone Prod. Cases*, 181 Cal. App. 4th 145, 153  
20 (2010), as modified on denial of reh'g (Feb. 8, 2010); see also *Hogya v. Superior Court*, 75 Cal.  
21 App. 3d 122, 140 (Cal. Ct. App. 1977). Each of the criteria for class certification is clearly  
22 satisfied here.  
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1           **A.     An Ascertainable Class Exists and Is So Numerous that Joinder Is**  
2                           **Impracticable**

3           Cal. Civ. Code § 1781(b)(1) requires the class to be so numerous that utilization of the  
4 class action procedure will inure to the benefit of the judicial system. *See Fireside Bank v.*  
5 *Superior Court*, 40 Cal. 4th 1069, 1089 (2007); *see also Dart Indus, Inc.* 29 Cal. 3d at 470. As a  
6 result of the IPO, Twitter issued over 80 million shares of common stock. Thus, numerosity is  
7 readily satisfied here. Ascertainability is also satisfied because the Parties ended the Class  
8 Period in a way to provide objective means of identification to proposed class members for  
9 purposes of tracing their shares to the IPO Registration Statement. Specifically, the Class  
10 Period ends on February 18, 2014 because non-registered shares were commingled with  
11 registered shares on February 19, 2014.

12                           **B.     Common Questions of Law and Fact Exist and Predominate**

13           Cal. Civ. Code § 1781(b)(2) requires that “questions of law or fact common to the class  
14 [be] substantially similar and predominate over the questions affecting the individual members.”  
15 Common issues predominate when they would be “the principal issues in any individual action,  
16 both in terms of time to be expended in their proof and of their importance. *Vasquez v. Superior*  
17 *Court*, 4 Cal. 3d 800, 810 (1971).

18           Common questions need only be “sufficiently pervasive to permit adjudication in a class  
19 action rather than in a multiplicity of suits.” *Vasquez*, 4 Cal. 3d at 810. Here, Plaintiff alleges  
20 that Defendants made false and misleading statements in the Company’s Registration Statement,  
21 in Violation of section 11 of the Securities Act. These facts give rise to factual and legal issues  
22 – the nature and materiality of the false or misleading statements, the legal obligations on  
23 Defendants with regard to any material omissions, the duty and the extent to which Defendants  
24 conducted an investigation regarding the material omissions, etc. – are common to all Class  
25 Members, which predominate over any individual questions of law.  
26  
27  
28

1           **C. Plaintiff’s Claims Are Typical of the Class Claims**

2           Typicality requires only that the named plaintiff’s interests in the action be significantly  
3 similar to those of other class members. *See Fireside Bank*, 40 Cal. 4th at 1090; *see also*  
4 *Richmond*, 29 Cal. 3d at 470–75. When the same underlying conduct affects the named plaintiff  
5 and the proposed class, the typicality requirement is met irrespective of any varying fact patterns  
6 that may underlie individual claims. *See Daniels v. Centennial Grp., Inc.*, 16 Cal. App. 4th 467,  
7 473 (1993).

8           In this case, Plaintiff’s claims are significantly similar as those of the Class he seeks to  
9 represent. Indeed, Plaintiff’s claims are typical of other Class Members’ claims because Plaintiff  
10 alleges claims based upon Defendants’ conduct that affected all Class Members similarly.<sup>7</sup>

11           **D. Plaintiff Will Fairly and Adequately Represent the Class**

12           To maintain a class action, the representative plaintiff must adequately protect the  
13 interests of the class. *See Cal. Civ. Code § 1781(b)(4)*. Adequacy of representation consists of  
14 two components: (1) there must be no disabling conflicts of interest between the class  
15 representative and the class; and (2) the class representative must be represented by counsel who  
16 are competent and experienced in the kind of litigation to be undertaken. *See Lazar v. Hertz*  
17 *Corp.*, 143 Cal. App. 3d 128, 142 (Cal. Ct. App. 1983).

18           First, no conflicts, disabling or otherwise, exist between Plaintiff and Class Members.  
19 Plaintiff stands in the same shoes as each Class Member and has the same incentive to obtain  
20 the best possible result. *See Linder v. Thrifty Oil Co.*, 23 Cal. 4th 429, 435 (2000), *as modified*  
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23

24 \_\_\_\_\_  
25 <sup>7</sup> As the court in *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.*, 191 Cal. App. 3d 1341 (Cal.  
26 Ct. App. 1987),  
27 explained: “[I]t has never been the law in California that the class representative must have  
28 identical interests with the class members. The only requirements are that common questions of  
law and fact *predominate* and that the class representative be *similarly* situated.” *Id.* at 1347  
(citation omitted, emphasis in original).

1 (Aug. 9, 2000). Second, Plaintiff’s Counsel are experienced class action attorneys, have been  
2 appointed as lead counsel in numerous nationwide class actions, and have long and successful  
3 track records of litigating major class actions. As evidenced by the prosecution of this Action,  
4 Plaintiff’s Counsel are qualified, experienced, and able to conduct this litigation.

5 **E. A Class Action Is the Superior Method of Adjudication**

6 Also relevant to the Court’s certification decision is whether a class action is the superior  
7 method of adjudication. *See Schneider v. Vennard*, 183 Cal. App. 3d 1340, 1347 (Cal. Ct. App.  
8 1986). Individually, each Class Member’s claim is a “negative value” claim. That is, the value  
9 of each individual Class Member’s claim is relatively small compared to the costs of litigating  
10 that claim. When the claims are negative value claims, the superiority requirement is met  
11 because the class action mechanism becomes the only practical method for adjudicating a  
12 controversy. *See Lazar*, 143 Cal. App. 3d at 128, 143 (“The class action has been held  
13 appropriate when numerous parties suffer injury of insufficient size to warrant individual action  
14 and when denial of class relief would result in unjust advantage to the wrongdoer.”) (citing *Blue*  
15 *Chip Stamps v. Superior Court*, 18 Cal. 3d 381, 385–86 (1976)). Because the \$2.5 million will  
16 confer a “substantial benefit” to the Class, the superiority of class treatment is plainly evident.  
17 *See Dean Witter Reynolds, Inc. v. Superior Court*, 211 Cal. App. 3d 758, 798 (Cal. Ct. App.  
18 1989), *reh'g denied and opinion modified* (July 21, 1989) (holding superiority requirement to be  
19 “manifest” when class mechanism confers “substantial benefit”).

20 In sum, the Class meets all of the criteria for certification and should be certified for  
21 purposes of effectuating this Settlement.  
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1                   **VI. THE NOTICE PROGRAM SATISFIES CALIFORNIA LAW AND DUE**  
2                   **PROCESS**

3                   Pursuant to the due process clause of the United States Constitution, class action counsel  
4 must provide “notice plus an opportunity to be heard and participate in the litigation.” *Epstein*  
5 *v. MCA, Inc.*, 179 F.3d 641, 649 (9th Cir. 1999) (citations omitted). In *Phillips Petroleum Co. v.*  
6 *Shutts*, the Supreme Court held that due process is satisfied “where a fully descriptive notice is  
7 sent first-class mail to each class member, with an explanation of the right to ‘opt out’.” 472 US.  
8 797, 812 (1985). Under California law, notice of settlement must have “a reasonable chance of  
9 reaching a substantial percentage of the class members.” *Wershba*, 91 Cal. App. 4th at 251  
10 (citation omitted). Here, the Postcard Notice will be mailed to all persons who fall within the  
11 definition of the Class and whose names and addresses can be identified from Twitter’s transfer  
12 records.<sup>8</sup> In addition, the Claims Administrator will contact entities which commonly hold  
13 securities in “street name” as nominees for the benefit of their customers who are the beneficial  
14 purchasers of the common stock. The Parties further propose to supplement the mailed Postcard  
15 Notice with Long Notice available on the Internet and a Summary Notice to be published in  
16 Investor’s Business Daily and GlobeNewswire. The notices are attached to the Stipulation as  
17 Exhibits A-1, A-2 and A-3.

18  
19                   The form and substance of the notice campaign is also sufficient. California law  
20 requires that the “notice given to the class must fairly apprise the class members of the terms of  
21 the proposed compromise and of the options open to dissenting class members.” *Wershba*, 91  
22

23  
24 \_\_\_\_\_  
25 <sup>8</sup> Courts have regularly approved the use of mailed postcard notices in connection with the  
26 settlement of securities class actions. *See, e.g., Robinson v. Paramount Equity Mortg., LLC*, No.  
27 214CV02359TLNCKD, 2017 WL 117941, at \*10–11 (E.D. Cal. Jan. 10, 2017) (approving  
28 notice plan consisting of mailing of a postcard notice, which would direct recipients to an online  
website presenting a summary notice, settlement stipulation, and other settlement information);  
*Hawthorne v. Umpqua Bank*, No. 11-CV-06700-JST, 2014 WL 4602572, at \*7–8 (N.D. Cal.  
Sept. 15, 2014) (approving notice plan consisting of a direct-mail postcard notice, publication  
via newspaper, and a long-form notice).

1 Cal. App. 4th at 251–52. Here, the Long Notice describes the nature of the Action; sets forth the  
2 definition of the Class; states the Class claims; and discloses the right of Class Members to  
3 exclude themselves from the Class, as well as the deadline and procedure for doing so and  
4 warns of the binding effect of the settlement approval proceedings on Class Members who do  
5 not exclude themselves. In addition, the Long Notice describes the Settlement; states the  
6 Settlement Amount; explains the proposed Plan; sets out that Plaintiff’s Counsel intends to  
7 apply for an award of 33 ⅓% of the Settlement Fund, plus payment of expenses incurred in  
8 connection with the Action in an amount not to exceed \$150,000; notes that Plaintiff may seek  
9 reimbursement of up to \$10,000 for time and expenses (including lost wages) incurred in  
10 representing the Class; provides contact information for Plaintiff’s Counsel, including a toll-free  
11 telephone number; and summarizes the reasons the Parties are proposing the Settlement. The  
12 notices also disclose the date, time, and place of the Settlement Fairness Hearing. Thus, the  
13 notice program satisfies California law and due process.  
14

15  
16 Finally, Plaintiff proposes that the Court appoint Strategic Claims Services (“SCS”) as  
17 the Claims Administrator for the Settlement. SCS has been a claims administrator for dozens of  
18 class actions and has substantial experience and expertise conducting notice campaigns and  
19 administering cash settlements. See <https://www.strategicclaims.net/> for more information.

## 20 **VII. PROPOSED SCHEDULE OF EVENTS**

21 The Court’s entry of the proposed Preliminary Approval Order would among other  
22 things: (i) preliminarily approve the terms of the Settlement; (ii) direct notice of the Settlement  
23 to all Class Members; and (iii) schedule a Settlement Hearing at which the request for approval  
24 of the proposed Settlement, the Plan of Allocation of the Net Settlement Fund, the Attorneys’  
25 Fees and Expenses request and request for awards to Plaintiff, and the proposed Order and Final  
26  
27  
28

Judgment will be considered. The proposed Preliminary Approval Order reflects the following schedule of events:

<b>Event</b>	<b>Time for Compliance</b>
Delivery of shareholder list to Claims Administrator	Seven (7) calendar days after Preliminary Approval. (Preliminary Approval Order ¶ 8(a))
Availability of Long Notice on Internet	Fourteen (14) calendar days after Preliminary Approval. (Preliminary Approval Order ¶ 8(c))
Mailing of Postcard Notice	Twenty-Eight (28) calendar days after Preliminary Approval. (Preliminary Approval Order ¶ 8(b))
Publication of Summary Notice	Ten (10) calendar days after Mailing of Postcard Notice. (Preliminary Approval Order ¶ 8(d))
Filing deadline for proofs of claim.	Ninety (90) calendar days after Preliminary Approval (Preliminary Approval Order ¶ 11(a))
Filing of papers in support of final approval of the Settlement and application for fees and expenses.	Fourteen (14) calendar days prior to the deadline for objections / exclusions; or, Forty-four (44) calendar days prior to the Final Settlement Hearing. (Preliminary Approval Order ¶ 14)
Filing deadline for requests for exclusion.	Thirty (30) calendar days prior to the Final Approval Hearing. (Preliminary Approval Order ¶ 12)
Filing deadline for objections.	Thirty (30) calendar days prior to the Final Approval Hearing. (Preliminary Approval Order ¶ 13)
Filing deadline of proof of mailing of the Notice by the Settlement Administrator.	Seven (7) calendar days prior to the Final Approval Hearing. (Preliminary Approval Order ¶ 9)
Filing of reply papers in support of final approval of the Settlement and application for fees and expenses.	Seven (7) calendar days prior to the Final Approval Hearing. (Preliminary Approval Order ¶ 14)

This schedule is similar to those used in numerous class action settlements and provides due process for Class Members with respect to their rights concerning the Settlement.

To satisfy this schedule and afford the Court, the Class, the Parties and the Claims Administrator sufficient time to accomplish the terms of the Settlement, Counsel respectfully

1 requests that the Court schedule the Final Settlement Hearing no less than 100 days from the  
2 date of preliminary approval.

3 **VIII. CONCLUSION**

4 For the foregoing reasons, Plaintiff requests that the Court: (1) preliminarily approve the  
5 Settlement as set forth in the Stipulation; (2) preliminarily certify the settlement class; (3)  
6 approve the form and manner of notice to the Class; and, (4) set a Settlement Hearing date for  
7 final approval of the proposed Settlement. A form of proposed order is submitted herewith.  
8

9 Dated: April 6, 2018

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8 *Attorneys for Plaintiff*  
9 [Additional Counsel Appear on Signature Page]

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

JOHNNY HOSEY, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

RICHARD COSTOLO, MIKE GUPTA, LUCA  
BARATTA, JACK DORSEY, PETER  
CHERNIN, PETER CURRIE, PETER FENTON,  
DAVID ROSENBLATT, EVAN WILLIAMS,  
and TWITTER, INC.,

Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**DECLARATION OF LAURENCE M.  
ROSEN IN SUPPORT OF PLAINTIFF'S  
UNOPPOSED MOTION FOR  
PRELIMINARY CERTIFICATION OF  
SETTLEMENT CLASS AND FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Hearing Date: May 10, 2018  
Hearing Time: 9:00 a.m.  
Hearing Judge: Hon. Marie S. Weiner  
Hearing Dept: Dept. 2

Date Action Filed: Nov. 4, 2016  
Trial Date: Not Set

1 I, Laurence Rosen, declare as follows:

2 1. I am attorney licensed to practice law in California. I am a member in good  
3 standing of the State Bar of California.

4 2. I represent the Plaintiff, Johnny Hosey, in the above-entitled action. I have  
5 personal knowledge of the facts stated in this declaration and if called as a witness I could and  
6 would competently testify hereto.

7 3. I respectfully submit this declaration in support of Plaintiff's Unopposed Motion  
8 for Preliminary Certification of Settlement Class and for Preliminary Approval of Settlement.

9 4. Annexed hereto are true and correct copies of the following documents:

10 Exhibit 1: Stipulation and Agreement of Settlement, dated April 6, 2018

11 Exhibit A: [Proposed] Order Preliminarily Approving Settlement and  
12 Confirming Final Settlement Hearing

13 Exhibit A-1: Notice of Proposed Settlement of Class Action

14 Exhibit A-2: Postcard Notice of Proposed Settlement of Class Action

15 Exhibit A-3: Summary Notice of Proposed Settlement of Class Action

16 Exhibit A-4: Proof of Claim and Release

17 Exhibit B: [Proposed] Judgment and Order Granting Final Approval  
18 of Class Action Settlement

19 Exhibit 2: Firm résumé of The Rosen Firm, P.A.

20 Exhibit 3: Firm résumé of Sarraf Gentile LLP

21 5. Plaintiff makes this motion following the conference of counsel conducted on  
22 April 5, 2018, during which Defendants' counsel advised that Defendants do not oppose this  
23 motion.

24 I declare under penalty of perjury under the laws of the State of California that the  
25 foregoing is true and correct.

26

27

28 DECLARATION OF LAURENCE ROSEN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR  
PRELIMINARY APPROVAL OF SETTLEMENT  
CASE NO. 16-CIV-02228

1 Executed this 6th day of April, 2018 at New York, New York.

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5 Laurence M. Rosen, Esq.  
6 (SBN 219683)

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# **EXHIBIT 1**

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8 *Attorneys for Plaintiff*  
9 [Additional Counsel Appear on Signature Page]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

12 JOHNNY HOSEY, individually and on behalf of  
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 RICHARD COSTOLO, MIKE GUPTA, LUCA  
17 BARATTA, JACK DORSEY, PETER  
18 CHERNIN, PETER CURRIE, PETER FENTON,  
19 DAVID ROSENBLATT, EVAN WILLIAMS,  
20 and TWITTER, INC.,

21 Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**STIPULATION AND AGREEMENT OF  
SETTLEMENT**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Date Action Filed: Nov. 4, 2016  
Trial Date: Not Set

1 This Stipulation and Agreement of Settlement (the “Stipulation”) in the action captioned  
2 *Hosey v. Costolo*, File No. 16-cv-02228 (the “Action”), pending before the California Superior Court for  
3 the County of San Mateo, is entered into by and between Plaintiff Johnny Hosey (“Plaintiff”), on behalf  
4 of himself and the Class (as defined below), Twitter, Inc. (“Twitter”), and current and former Twitter  
5 officers and/or directors Richard Costolo, Jack Dorsey, Peter Chernin, Peter Currie, Peter Fenton, David  
6 Rosenblatt, Evan Williams, Luca Baratta, and Mike Gupta (the “Individual Defendants,” and  
7 collectively with Twitter, “Defendants”), by and through their respective counsel. The Stipulation is  
8 intended by Plaintiff and Defendants (collectively, the “Parties”) to fully, finally, and forever resolve,  
9 discharge, release and settle the Released Claims (as defined below) as against the Released Parties (as  
10 defined below) upon and subject to the terms and conditions hereof, and is submitted pursuant to  
11 California Code of Civil Procedure § 382 and California Rule of Court 3.769 for approval of this Court.

### 12 **THE LITIGATION**

13 A. On November 4, 2016, Plaintiff and then-plaintiff George Shillaire filed a putative class  
14 action complaint (the “Complaint”) in the Court (as defined below), alleging violations of § 11 of the  
15 Securities Act of 1933 (the “1933 Act”), 15 U.S.C. § 77k, against Defendants and Goldman, Sachs &  
16 Co. (n/k/a Goldman Sachs & Co. LLC), Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC,  
17 Merrill Lynch, Pierce, Fenner & Smith Incorporated, Deutsche Bank Securities Inc., Allen & Company  
18 LLC, and Code Advisors LLC (the “Underwriters”), and violations of § 15 of the 1933 Act, 15 U.S.C.  
19 § 77o, against the Individual Defendants.

20 B. Plaintiff alleged that Defendants omitted from Twitter’s Registration Statement (as  
21 defined below) (i) the fact that Twitter’s reliance on stock-based compensation was high relative to its  
22 peers and (ii) certain risks associated with that relatively high reliance. Specifically, (i) Plaintiff asserted  
23 that because Twitter relies in part on stock to compensate employees, any stock price drop would  
24 effectively result in lower compensation, which would make it more difficult for Twitter to retain and  
25 recruit talented employees; (ii) Plaintiff asserted that, as a result, additional employees would leave,  
26 Twitter’s business would suffer, the stock price would decline, and more employees would leave, a  
27 cycle that would repeat until the company collapsed; and (iii) Plaintiff asserted that potential future  
28 acquirors of Twitter might be deterred from an acquisition because under the terms of Twitter’s stock-

1 based compensation program, certain restricted stock units might vest upon a change of control, making  
2 Twitter more expensive to acquire. Plaintiff alleged that omission of these purported risks inflated the  
3 price of the Company's stock, resulting in damages to Class Members when the truth was revealed.

4 C. On January 13, 2017, Plaintiff served document requests on Defendants. On March 23,  
5 2017, Twitter served document requests on Plaintiff. Subsequent discovery in the Action included the  
6 production of documents by the Parties, as well as two depositions, including one deposition of  
7 Plaintiff's expert.

8 D. On January 17, 2017, the Court approved a stipulation dismissing the Underwriters from  
9 the Action without prejudice pursuant to a tolling agreement.

10 E. On January 27, 2017, Defendants filed a demurrer to the Action on the basis that Plaintiff  
11 failed to state a cause of action against them and that Plaintiff's claims were time-barred under the  
12 applicable statute of limitations. Plaintiff opposed the demurrer on February 22, 2017, and Defendants  
13 filed a reply brief on March 10, 2017.

14 F. On March 17, 2017, after hearing argument, the Court overruled Defendants' demurrer as  
15 to the Section 11 claim but sustained the Individual Defendants' demurrer as to the Section 15 claim  
16 with leave to amend.

17 G. Plaintiff did not thereafter amend the Complaint.

18 H. On May 12, 2017, the Court granted a motion for voluntary dismissal without prejudice  
19 of George Shillaire, one of the two named plaintiffs.

20 I. The Parties engaged in discovery, including document production and Plaintiff's  
21 deposition.

22 J. On April 17, 2017, Defendants filed an Answer to the Complaint. Defendants denied that  
23 they violated any laws, made any misstatements or omissions, or committed any improper acts or  
24 wrongdoing whatsoever, and they asserted numerous defenses.

25 K. On June 16, 2017, Defendants filed a motion for summary judgment on the ground that  
26 Plaintiff's claim was barred by the statute of limitations. On September 8, 2017, Plaintiff filed his  
27 opposition to Defendants' motion for summary judgment. The Parties engaged in further discovery,  
28 including additional document production and the deposition of Plaintiff's expert witness. On October

1 2, 2017, Defendants filed their reply. A hearing on the motion for summary judgment was held on  
2 October 13, 2017. Later that day, the Court issued an order denying the motion for summary judgment,  
3 holding that although the evidence could support a decision by the trier of fact in favor of Defendants on  
4 the affirmative defense of the statute of limitations, the Court could not resolve the statute of limitations  
5 issue at the summary judgment stage.

6 L. On December 8, 2017, the Parties participated in a private mediation session with Jed  
7 Melnick at JAMS, in New York City, New York, which concluded with an agreement in principle to  
8 settle this Action.

9 M. On December 20, 2017, Plaintiff filed a Notice of Settlement informing the Court that the  
10 Parties had reached an agreement in principle to resolve the Action and requesting that all pending  
11 deadlines and appearances be stricken from the case calendar pending the settlement approval process.

12 **PLAINTIFF'S INVESTIGATION AND THE BENEFITS OF SETTLEMENT**

13 N. Plaintiff's Counsel (as defined below) represent that they have conducted an extensive  
14 investigation of the claims and the underlying events and transactions alleged in this Action. Among  
15 other things, Plaintiff's Counsel have analyzed public filings, records, documents, and other materials  
16 concerning Defendants and third parties, reviewed documents produced by Defendants, and have  
17 researched the applicable law with respect to the claims of Plaintiff and the Class against Defendants  
18 and the potential defenses thereto.

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

26 **DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

27 P. Defendants have denied and continue to deny that they have committed any act or  
28 omission giving rise to any liability and/or violation of law. Neither the Settlement (as defined below)

1 nor any of its terms shall constitute an admission or finding of liability or wrongful conduct, acts or  
2 omissions.

3 Q. Defendants are entering into this Settlement to eliminate the burden and expense of  
4 further litigation. Defendants also have taken into account the uncertainty and risks inherent in any  
5 litigation, especially in complex cases like the Action. Defendants have, therefore, determined that it is  
6 desirable and beneficial to them that the Action be settled in the manner and upon the terms and  
7 conditions set forth in this Stipulation.

8 R. In no event shall this Stipulation be construed or deemed to be evidence of, or an  
9 admission or concession on the part of any Defendant with respect to, any claim or of any fault or  
10 liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have  
11 asserted.

12 **TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

13 NOW THEREFORE, without any admission or concession on the part of Plaintiff of any  
14 lack of merit of the Action whatsoever, and without any admission or concession of any liability or  
15 wrongdoing or lack of merit in the defenses whatsoever by Defendants, it is hereby STIPULATED AND  
16 AGREED, by and among the Parties, through their respective attorneys, subject to approval of the  
17 Court, in consideration of the benefits flowing to the Parties from the Settlement, that all Released  
18 Claims (as defined below) as against the Released Parties (as defined below) and all Settled Defendants’  
19 Claims (as defined below) shall be compromised, settled, released, and discharged, upon and subject to  
20 the following terms and conditions:

21 **DEFINITIONS**

22 As used in this Stipulation, the following terms shall have the following meanings:

23 (a) “Authorized Claimant” means a Class Member who submits a timely and valid  
24 Proof of Claim to the Claims Administrator.

25 (b) “Claims Administrator” means Strategic Claims Services (“SCS”) or such other  
26 entity as the Court shall appoint to administer the Settlement.

27 (c) “Class” means all Persons that purchased or otherwise acquired Twitter common  
28 stock pursuant or traceable to Twitter’s Registration Statement, with a purchase or acquisition date

1 between November 7, 2013 and February 18, 2014, inclusive. Excluded from the Class are (i) Twitter,  
2 (ii) the Individual Defendants, (iii) any current and former officers and directors of Twitter, (iv) the  
3 Underwriters, and (v) all such excluded Persons' immediate family members, legal representatives,  
4 heirs, parents, wholly-owned subsidiaries, successors, and assigns. Notwithstanding the foregoing  
5 sentence, the Class shall include any investment company or pooled investment fund, including, but not  
6 limited to, mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which the  
7 Underwriters, or any of them, have, has or may have a direct or indirect interest, or as to which any  
8 Underwriter's affiliates may act as an investment advisor, but as to which any Underwriter alone or  
9 together with any of its respective affiliates is neither a majority owner nor the holder of a majority  
10 beneficial interest.

11 (d) "Class Member" means a Person who falls within the definition of the Class.

12 (e) "Court" means the California Superior Court for the County of San Mateo.

13 (f) "Effective Date" means the date on which the Judgment, substantially in the form  
14 of Exhibit B annexed hereto, becomes Final, or, in the event that the Court enters a judgment in a form  
15 other than that provided above and neither Plaintiff nor any Defendant elects to terminate this  
16 Settlement, the date that such alternative judgment becomes Final.

17 (g) "Escrow Agent" means SCS, or its successor.

18 (h) "Final," with respect to a Court order or judgment, means the later to occur of (a)  
19 the date as of which the time to seek review, alteration or appeal of the Court's order or judgment has  
20 expired without any review, alteration, amendment or appeal having been sought or taken; or (b) if an  
21 appeal, petition, motion or other application for review, alteration or amendment is filed, sought or  
22 taken, the date as of which such appeal, petition, motion or other application shall have been finally  
23 determined in such a manner as to affirm the Court's original order or judgment in its entirety and the  
24 time, if any, for seeking further review has expired.

25 (i) "Judgment" means the proposed judgment to be entered in this Action approving  
26 the Settlement, substantially in the form attached hereto as Exhibit B.

27 (j) "Long Notice" means the Notice of Proposed Settlement of Class Action,  
28 substantially in the form attached hereto as Exhibit A-1.

1 (k) "Net Settlement Fund" means the balance of the Settlement Fund (as defined  
2 below), net of any taxes on the income thereof, after subtracting (i) the notice and administration costs  
3 of the Settlement referred to in ¶ 14 hereof; (ii) any award made by the Court pursuant to the Fee and  
4 Expense Application referred to in ¶ 15 hereof; and (iii) the remaining administration expenses referred  
5 to in ¶ 14 hereof and any other attorney and administrative costs, fees, payments or awards subsequently  
6 approved by the Court.

7 (l) "Person" means an individual, corporation, partnership, limited partnership,  
8 limited liability partnership, association, joint stock company, limited liability company or corporation,  
9 professional corporation, estate, legal representative, trust, unincorporated association, government or  
10 any political subdivision or agency thereof, and any business or legal entity and his, her or its spouses,  
11 heirs, predecessors, successors, representatives, or assignees.

12 (m) "Plaintiff's Counsel" means The Rosen Law Firm, P.A., and Sarraf Gentile LLP.

13 (n) "Plan of Allocation" means the plan described in the Long Notice or any alternate  
14 plan approved by the Court whereby the Net Settlement Fund shall be distributed to Authorized  
15 Claimants. Any Plan of Allocation is not part of the Stipulation, and the Released Parties shall have no  
16 responsibility therefor or liability with respect thereto.

17 (o) "Postcard Notice" means the Postcard Notice of Proposed Settlement of Class  
18 Action, substantially in the form attached hereto as Exhibit A-2.

19 (p) "Proof of Claim" means the Proof of Claim and Release, substantially in the form  
20 attached hereto as Exhibit A-4.

21 (q) "Registration Statement" means the registration statement, as amended, filed with  
22 the SEC in connection with Twitter's November 7, 2013 initial public offering.

23 (r) "Released Claims" means all claims, demands, disputes, right, causes of action,  
24 suits, damages, or liabilities of any kind, nature, and character whatsoever, including without limitation  
25 Unknown Claims (as defined below), any claims for damages, interest, attorneys' fees, expert or  
26 consulting fees, and any and all other costs, expenses or liabilities whatsoever, arising out of, relating to,  
27 or in connection with the purchase or sale or acquisition or disposition or holding of Twitter common  
28 stock, that were asserted or could have been asserted by Plaintiff or any member of the Class against the

1 Released Parties, whether brought under the 1933 Act, the Securities Exchange Act of 1934, any other  
2 federal statute, any state statute, or common law, or any other law, rule or regulation, and that relate to  
3 the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations,  
4 omissions, and circumstances alleged in the Complaint. “Released Claims” also includes any and all  
5 claims arising out of, relating to, or in connection with the Settlement or resolution of the Action against  
6 the Released Parties (including Unknown Claims), except claims to enforce any of the terms of this  
7 Stipulation. Released Claims do not include the claims asserted under the Securities Exchange Act of  
8 1934 in *In re Twitter Inc. Securities Litigation*, No. 16-cv-05314 (N.D. Cal.).

9 (s) “Released Parties” means the Defendants, the Underwriters, and each of the  
10 Defendants’ and Underwriters’ respective past, present or future parents, subsidiaries, agents, affiliates,  
11 divisions and joint ventures, and their respective present or former directors, officers, employees,  
12 partners, members, principals, underwriters, insurers, co-insurers, reinsurers, controlling shareholders,  
13 attorneys, accountants or auditors, advisors, consultants, banks or investment bankers, and each of their  
14 personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated  
15 entities, any entity in which a Defendant or Underwriter has a controlling interest, estates, executors,  
16 trusts, trustees, administrators, and assigns of each of them, in their capacity as such.

17 (t) “Settled Defendants’ Claims” means all claims, including Unknown Claims, that  
18 any Released Party may have against Plaintiff, Class Members, or Plaintiff’s Counsel relating to the  
19 institution, prosecution or settlement of the Action or the Released Claims (except for claims to enforce  
20 any of the terms of this Stipulation).

21 (u) “Settlement” means the settlement on the terms set forth in this Stipulation.

22 (v) “Settlement Fairness Hearing” means the hearing scheduled by the Court to  
23 review the Settlement and determine whether it is fair and should be approved.

24 (w) “Unknown Claims” means any and all claims and potential claims which Plaintiff  
25 or any Class Member does not know or suspect to exist in his, her, or its favor as of the Effective Date,  
26 and any claims against Plaintiff which Defendants do not know or suspect to exist in their favor, which  
27 if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement.  
28 With respect to any and all Released Claims and Settled Defendants’ Claims, the Parties stipulate and

1 agree that by operation of the Judgment, upon the Effective Date, Plaintiff and Defendants shall have  
2 expressly waived, and each Class Member shall be deemed to have waived, and by operation of the  
3 Judgment shall have expressly waived, the provisions, rights and benefits of California Code of Civil  
4 Procedure § 1542, which provides:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**  
6 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**  
7 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**  
8 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**  
9 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**  
10 **WITH THE DEBTOR;**

11 and any and all provisions, rights, and benefits conferred by any law of any state or territory of the  
12 United States, or principle of common law, which is similar, comparable, or equivalent to California  
13 Code of Civil Procedure § 1542. Plaintiff and Class Members may hereafter discover facts in addition  
14 to or different from those which they, he, she, or it now know or believe to be true with respect to the  
15 subject matter of the Released Claims, but Plaintiff shall expressly fully, finally, and forever settle and  
16 release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of  
17 the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims,  
18 known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed  
19 or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or  
20 coming into existence in the future, including, but not limited to, conduct which is negligent, intentional,  
21 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery  
22 or existence of such different or additional facts. Plaintiff and Defendants acknowledge, and Class  
23 Members shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the  
24 definition of Released Claims and Settled Defendants' Claims was separately bargained for and was a  
25 key element of the Settlement.

#### 26 **SCOPE AND EFFECT OF SETTLEMENT**

27 1. The obligations incurred pursuant to this Stipulation shall be in full and final disposition  
28 of: (i) the Action, (ii) any and all Released Claims as against all Released Parties, and (iii) any and all  
Settled Defendants' Claims.



1 taxpayer identification number for the recipient of the funds. No Defendants other than Twitter shall be  
2 responsible for any payment in connection with the Settlement.

3 4. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund  
4 within the meaning of Treasury Regulation § 1.468B-1. The account funds, less any amounts incurred  
5 for notice, administration, and/or taxes, plus any accrued interest thereon, shall revert to the person(s)  
6 making the deposits if the Settlement does not become effective for any reason, including by reason of a  
7 termination of the Settlement pursuant to ¶¶ 29 and 30 herein. The Settlement Fund includes any  
8 interest earned thereon from the Effective Date.

9 5. Plaintiff and Class Members shall look solely to the Settlement Fund as satisfaction of all  
10 claims that are released hereunder. Defendants shall have no obligation under this Stipulation or the  
11 Settlement to pay any additional amounts, and upon payment funding by Twitter, Defendants shall have  
12 no obligation to pay or reimburse any fees, expenses, costs, liability or damages whatsoever alleged or  
13 incurred by Plaintiff, any Class Member, or any of their attorneys, experts, advisors, agents, or  
14 representatives with respect to the Action and Released Claims. Plaintiff and Class Members  
15 acknowledge that as of the Effective Date, the releases given herein shall become effective immediately  
16 by operation of the Judgment and shall be permanent, absolute and unconditional.

17 6. The Settlement Fund, net of any taxes on the income thereof, shall be used to pay: (i) the  
18 notice and administration costs of the Settlement referred to in ¶ 14 hereof; (ii) any award made by the  
19 Court pursuant to the Fee and Expense Application referred to in ¶ 15 hereof; and (iii) the remaining  
20 administration expenses referred to in ¶ 14 hereof and any other attorney and administrative costs, fees,  
21 payments or awards subsequently approved by the Court. The Net Settlement Fund shall be distributed  
22 to the Authorized Claimants as provided in ¶¶ 17-19 hereof.

23 **MOTION FOR PRELIMINARY APPROVAL**

24 7. Promptly after this Stipulation has been fully executed, Plaintiff's Counsel shall apply to  
25 the Court by motion on notice for entry of the Order Preliminarily Approving Settlement and  
26 Confirming Final Settlement Hearing (the "Preliminary Approval Order"), substantially in the form  
27 annexed hereto as Exhibit A, along with the exhibits thereto.

1 **THE ESCROW AGENT**

2 8. The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶ 3 hereof in  
3 short term United States Agency or Treasury Securities or other instruments backed by the Full Faith &  
4 Credit of the United States Government or an Agency thereof, or fully insured by the United States  
5 Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in  
6 similar instruments at their then-current market rates. All risks related to the investment of the  
7 Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne  
8 by the Settlement Fund.

9 9. The Released Parties shall have no responsibility for, interest in, or liability whatsoever  
10 with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by  
11 the Escrow Agent.

12 10. The Settlement Fund held by the Escrow Agent shall be deemed to be in the custody of  
13 the Court and shall remain subject to the jurisdiction of the Court until such time as the Net Settlement  
14 Fund shall be distributed to Authorized Claimants, or returned to Defendants pursuant to this Stipulation  
15 and/or further order of the Court. The Escrow Agent shall not disburse the Settlement Fund, or any  
16 portion thereof, except as provided in this Stipulation, or upon Order of the Court.

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

24 (b) All: (i) taxes (including any estimated taxes, interest or penalties) arising with  
25 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be  
26 imposed upon the Defendants or their related parties with respect to any income earned by the  
27 Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified  
28 settlement fund” for federal or state income tax purposes; and (ii) all other tax expenses (collectively,

1 “Taxes”) shall promptly be paid out of the Settlement Fund by the Escrow Agent without prior order  
2 from the Court. The Escrow Agent shall also be obligated to, and shall be responsible for, withholding  
3 from distribution to Class Members any funds necessary to pay such amounts, including the  
4 establishment of adequate reserves for any Taxes. The Parties agree to cooperate with the Escrow  
5 Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out  
6 the provisions of this paragraph.

7 (c) Neither the Parties nor their counsel shall have any responsibility for or liability  
8 whatsoever with respect to: (i) any act, omission or determination of the Escrow Agent or the Claims  
9 Administrator, or any of their respective designees or agents, in connection with the administration of  
10 the Settlement Fund or otherwise; (ii) the Plan of Allocation; (iii) the determination, administration,  
11 calculation, or payment of any claims asserted against the Settlement Fund; (iv) any losses suffered by,  
12 or fluctuations in the value of, the Settlement Fund; or (v) the payment or withholding of any taxes,  
13 expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of  
14 any returns.

15 **CLAIMS ADMINISTRATION**

16 12. Within seven (7) days of the Court entering an order preliminarily approving the  
17 Settlement, Twitter shall provide or cause to be provided in an electronic format to the Claims  
18 Administrator its shareholder lists as appropriate for providing notice to the Class.

19 13. The Claims Administrator shall administer and calculate the claims that shall be allowed  
20 and oversee distribution of the Settlement Fund subject to the jurisdiction of the Court. The Claims  
21 Administrator agrees to be subject to the jurisdiction of the Court with respect to the administration of  
22 the Settlement and the distribution of the Settlement Fund pursuant to the terms of this Stipulation.  
23 Defendants shall have no role in, or responsibility for, the administration of the Settlement and shall  
24 have no liability to Plaintiff, the Class, or any other person in connection with, as a result of, or arising  
25 out of, such administration. The Claims Administrator will not make any distributions to Class  
26 Members from the Net Settlement Fund until the Settlement becomes effective and all the conditions  
27 described in ¶ 25 herein have been satisfied.



1 order or proceeding relating to the Fee and Expense Application, or any appeal of any order relating  
2 thereto or reversal or modification thereof, shall not operate to, or be grounds to, terminate or cancel this  
3 Stipulation or the Settlement of the Action, or affect or delay the finality of the Judgment approving this  
4 Settlement.

5 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

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

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

16 19. The Settlement is non-recapture, *i.e.*, it is not a claims-made settlement. Defendants shall  
17 not be entitled to get back any of the settlement monies, or interest earned thereon, once the Settlement  
18 becomes effective and all the conditions set forth in ¶ 25 herein have been satisfied. The Released  
19 Parties shall have no involvement in reviewing, evaluating, or challenging claims and shall have no  
20 responsibility or liability for determining the allocation of any payments to any Class Members or for  
21 any other matters pertaining to the Plan of Allocation.

22 **ADMINISTRATION OF THE SETTLEMENT**

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

1           21.     Except as otherwise ordered by the Court, all Class Members who fail to timely submit a  
2 Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever  
3 barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but  
4 will in all other respects be subject to and bound by the provisions of the Stipulation, the releases  
5 contained herein, and the Judgment. Notwithstanding the foregoing, Plaintiff's Counsel may, in their  
6 discretion, accept for processing late submitted claims so long as the distribution of the Net Settlement  
7 Fund to Authorized Claimants is not materially delayed.

8           22.     The Net Settlement Fund shall be distributed to Authorized Claimants substantially in  
9 accordance with the Plan of Allocation described in the Long Notice and approved by the Court. If  
10 there is any balance remaining in the Net Settlement Fund after six (6) months from the date of  
11 distribution of the Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise),  
12 Plaintiff's Counsel shall, if economically feasible, reallocate such balance among Authorized Claimants  
13 in an equitable and economic fashion after payment of any unpaid costs or fees incurred in administering  
14 the Net Settlement Fund for such reallocation. Thereafter, any balance which still remains in the Net  
15 Settlement Fund shall be donated to Bay Area Legal Aid.

16           23.     Except for Twitter's obligation to pay the Settlement Amount or cause it to be paid,  
17 Defendants and Underwriters shall have no liability, obligation or responsibility for the administration of  
18 the Settlement or disbursement of the Net Settlement Fund. Plaintiff's Counsel shall have the right, but  
19 not the obligation, to advise the Claims Administrator to waive what Plaintiff's Counsel reasonably  
20 deems to be formal or technical defects in any Proofs of Claim submitted, including, without limitation,  
21 failure to submit a document by the submission deadline, in the interests of achieving substantial justice.

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

25           25.     The Net Settlement Fund shall be distributed by the Claims Administrator to, or for the  
26 account of, Authorized Claimants, as the case may be, only after the Effective Date and after: (i) all  
27 claims have been processed, and all claimants whose claims have been rejected or disallowed, in whole  
28 or in part, have been notified and provided the opportunity to be heard concerning such rejection or

1 disallowance; (ii) all objections with respect to all rejected or disallowed claims have been resolved by  
2 the Court, and all appeals therefrom have been resolved or the time therefor has expired; (iii) all matters  
3 with respect to the Fee and Expense Application have been resolved by the Court, all appeals therefrom  
4 have been resolved or the time therefore has expired; and (iv) all fees and costs of administration have  
5 been paid.

6 26. Plaintiff's Counsel will apply to the Court for an order approving the Claims  
7 Administrator's administrative determinations concerning the acceptance and rejection of the claims  
8 submitted herein and approving any fees and expenses not previously applied for, including the fees and  
9 expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the  
10 Net Settlement Fund to or for the account of Authorized Claimants, as the case may be.

11 **TERMS OF FINAL JUDGMENT**

12 27. If the Settlement contemplated by this Stipulation is approved by the Court, Plaintiff's  
13 Counsel shall request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit  
14 B.

15 **WAIVER AND TERMINATION**

16 28. Plaintiff and each of the Defendants, through their respective counsel, shall, in each of  
17 their separate discretions, have the right to terminate the Settlement and this Stipulation, as to  
18 themselves (and if by Plaintiff, on behalf of the Class), by providing written notice of their election to do  
19 so to all other Parties within thirty (30) days of the date on which: (a) the Court enters an order  
20 declining to enter the Preliminary Approval Order in any material respect; (b) the Court enters an order  
21 refusing to approve this Stipulation or any material part of it; (c) the Court enters an order declining to  
22 enter the Judgment in any material respect; or (d) the Judgment is modified or reversed by a court of  
23 appeal or any higher court in any material respect.

24 29. If prior to the Settlement Fairness Hearing, Persons who otherwise would be members of  
25 the Class have filed with the Court valid and timely Requests for Exclusion from the Class in  
26 accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto,  
27 and Class Members in the aggregate representing more than a certain percentage of the common stock  
28 subject to this Settlement choose to exclude themselves from the Class in an amount greater than the

1 amounts specified in a separate Supplemental Agreement between the Parties (the “Supplemental  
2 Agreement”), Twitter, in its sole and absolute discretion, shall have the option to terminate this  
3 Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The  
4 Supplemental Agreement will not be filed with the Court unless and until a dispute among the Parties  
5 concerning its interpretation or application arises.

6 30. If Twitter (or its designees or successors) does not pay or cause to be paid the Settlement  
7 Amount within the time period specified in ¶ 3 of this Stipulation, then Plaintiff’s Counsel, in their sole  
8 discretion, may elect, at any time prior to the Court entering the Judgment: (i) to terminate the  
9 Settlement by providing written notice to Defendants’ Counsel; or (ii) to enforce the terms of the  
10 Settlement and this Stipulation and seek a judgment effecting the terms in this Stipulation.

11 31. Except as otherwise provided herein, in the event the Settlement is terminated in  
12 accordance herewith, is vacated, or the Effective Date fails to occur for any reason, then the Parties shall  
13 be deemed to have reverted to their respective status in the Action as of December 8, 2017, and, except  
14 as otherwise expressly provided, the Parties shall proceed in all respects as if this Stipulation and any  
15 related orders had not been entered, and any portion of the Settlement Amount previously paid by or on  
16 behalf of Defendants, together with any interest earned thereon (and, if applicable, re-payment of any  
17 attorneys’ fee and expense award referred to in ¶ 15 hereof), less any Taxes due, if any, with respect to  
18 such income, and less costs of administration and notice actually incurred and paid or payable from the  
19 Settlement Amount (not to exceed \$425,000 without the prior approval of the Court) shall be returned to  
20 Twitter within ten (10) business days from the date of the event causing such termination.

21 **NO ADMISSION OF WRONGDOING**

22 32. Nothing in this Stipulation constitutes or reflects a waiver or release of any rights or  
23 claims of Defendants against their insurers, or their insurers’ subsidiaries, predecessors, successors,  
24 assigns, affiliates, or representatives. Nothing in this Settlement Agreement constitutes or reflects a  
25 waiver or release of any rights or claims relating to indemnification, advancement or any undertakings  
26 by an indemnified party to repay amounts advanced or paid by way of indemnification or otherwise.

27 33. Defendants deny that they have committed any act or omission giving rise to any liability  
28 and/or violation of law, and state that they are entering into this Settlement to eliminate the burden and

1 expense of further litigation. This Stipulation, whether or not consummated, including any and all of its  
2 terms, provisions, exhibits and prior drafts, and any negotiations or proceedings related or taken  
3 pursuant to it:

4 (a) shall not be offered or received against Defendants as evidence of a presumption,  
5 concession, or admission with respect to any liability, negligence, fault, or wrongdoing, or in any way  
6 referred to for any other reason as against Defendants, in any other civil, criminal, or administrative  
7 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of  
8 this Stipulation; provided, however, that if this Stipulation is approved by the Court and becomes  
9 Effective pursuant to its terms, Defendants may refer to it to effectuate the liability protection granted  
10 them hereunder;

11 (b) shall not be construed as or received in evidence as an admission, concession, or  
12 presumption against Plaintiff or any of the Class Members that any of their claims are without merit, or  
13 that any defenses asserted by Defendants have any merit, or that damages recoverable under the  
14 Complaint would not have exceeded the Settlement Fund; and

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

20 **MISCELLANEOUS PROVISIONS**

21 34. All of the exhibits attached hereto are hereby incorporated by reference as though fully  
22 set forth herein.

23 35. The Parties intend the Settlement to be a final and complete resolution of all disputes  
24 asserted or which could be asserted by Plaintiff and/or any Class Member against the Released Parties  
25 with respect to the Released Claims.

26 36. Plaintiff and Defendants agree not to assert in any forum that the litigation was brought  
27 by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Parties further  
28

1 agree not to assert in any forum that any party violated California Code of Civil Procedure § 128.7  
2 relating to the prosecution, defense, or settlement of the Action.

3 37. The Parties agree that the amount paid and the other terms of the Settlement were  
4 negotiated at arm's-length in good faith by the Parties, and reflect a settlement that was reached  
5 voluntarily after consultation with experienced legal counsel.

6 38. This Stipulation may not be modified or amended, nor may any of its provisions be  
7 waived, except by a writing signed by all Parties.

8 39. The headings herein are used for the purpose of convenience only and are not meant to  
9 have legal effect.

10 40. The administration and consummation of the Settlement as embodied in this Stipulation  
11 shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of  
12 entering orders relating to the Fee and Expense Application, the Plan of Allocation and enforcing the  
13 terms of this Stipulation.

14 41. The waiver by one party of any breach of this Stipulation by any other party shall not be  
15 deemed a waiver of any other prior or subsequent breach of this Stipulation.

16 42. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire  
17 agreement among the Parties concerning the Settlement of the Action, and no representations,  
18 warranties, or inducements have been made by any Party hereto concerning this Stipulation and its  
19 exhibits other than the representations, warranties, and covenants contained and memorialized in such  
20 documents.

21 43. This Stipulation may be executed in one or more counterparts and the signatures may be  
22 by facsimile, or electronically. All executed counterparts and each of them shall be deemed to be one  
23 and the same instrument, provided that counsel for the Parties to this Stipulation shall exchange among  
24 themselves original signed counterparts.

25 44. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns,  
26 executors, administrators, heirs and legal representatives of the Parties. No assignment shall relieve any  
27 party hereto of obligations hereunder.

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

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

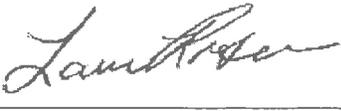
9           47.     All counsel and any other person executing this Stipulation and any of the exhibits  
10 hereto, or any related Settlement documents, warrant and represent that they have the full authority to do  
11 so and that they have the authority to take appropriate action required or permitted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

13           48.     The Parties will request an order staying all pre-trial discovery and deadlines in the  
14 Action as of December 8, 2017, provided that, in the event that the Settlement does not become final for  
15 any reason, or the judgment is vacated, then the Parties shall revert to their respective positions as of  
16 December 8, 2017.

17           49.     The Parties agree to cooperate fully with one another in seeking Court approval of the  
18 order for notice and hearing, the Stipulation and the Settlement, and to promptly agree upon and execute  
19 all such other documentation as may be reasonably required to obtain final approval by the Court of the  
20 Settlement.

1 Dated April 6, 2018

**THE ROSEN LAW FIRM, P.A**

2  
3 By: 

4 Laurence M. Rosen, Esq. (SBN 219683)  
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6 Los Angeles, CA 90071  
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8 Facsimile: (213) 226-4684

9 Keith R. Lorenze (*pro hac vice*)  
10 101 Greenwood Avenue, Suite 440  
11 Jenkintown, PA 19046  
12 Telephone: (215) 600-2814  
13 Facsimile: (212) 202-3827

**SARRAF GENTILE LLP**

14 Ronen Sarraf (*pro hac vice*)  
15 Joseph Gentile (*pro hac vice*)  
16 14 Bond Street, Suite 212  
17 Great Neck, New York  
18 Telephone: (516) 699-8890  
19 Facsimile: (516) 699-8968

*Attorneys for Plaintiff*

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APR 16

Dated: March \_\_, 2018

SIMPSON THACHER & BARTLETT LLP



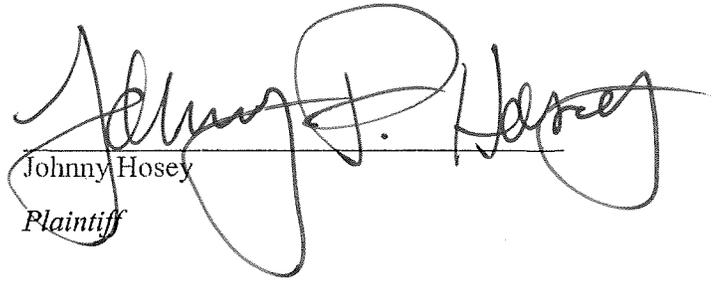
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Facsimile: (650) 251-5002

Jonathan K. Youngwood (*pro hac vice*)  
425 Lexington Ave.  
New York, New York 10017  
Telephone: (212) 455-2000  
Facsimile: (212) 455-2502

*Attorneys for Defendants*

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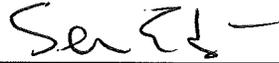
1 Dated: March 22 2018

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4 Johnny Hosey  
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1 Dated: March \_\_, 2018

TWITTER, INC.

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3 Name: SEAN COAKETT

4 Title: GENERAL COUNSEL

5 *Defendant*

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1 Dated: March \_\_, 2018

*Richard Costolo*

Richard Costolo (Apr 2, 2018)

Richard Costolo

*Defendant*

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Mike Gupta (Apr 4, 2018)  
Mike Gupta  
*Defendant*

1 Dated: March \_\_, 2018

*Luca Baratta*  
Luca Baratta (Apr 2, 2018)

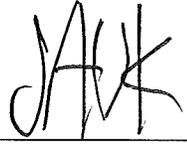
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Luca Baratta

*Defendant*

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1 Dated: March \_\_, 2018



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3 Jack Dorsey

4 *Defendant*

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1 Dated: March \_\_, 2018

*Peter Chernin*

Peter Chernin (Apr 4, 2018)

Peter Chernin

*Defendant*

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1 Dated: March \_\_, 2018

*Peter L. S. Currie*

Peter L. S. Currie (Apr 2, 2018)

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Peter Currie

*Defendant*

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1 Dated: March \_\_, 2018



Peter Fenton (Apr 4, 2018)

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Peter Fenton

*Defendant*

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1 Dated: March \_\_, 2018

*David Rosenblatt*

David Rosenblatt (Apr 2, 2018)

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David Rosenblatt

*Defendant*

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1 Dated: March \_\_, 2018

*Evan Williams*

Evan Williams (Apr 2, 2018)

Evan Williams

*Defendant*

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# **EXHIBIT 2**

**THE ROSEN LAW FIRM P.A.**  
**BIOGRAPHY**

**I. ATTORNEYS**

**LAURENCE ROSEN - MANAGING PARTNER**

Laurence Rosen is a 1988 graduate of New York University School of Law. He earned an M.B.A. in finance and accounting at the University of Chicago Graduate School of Business and a B.A. in Economics from Emory University. Mr. Rosen served as a law clerk to the Honorable Stanley S. Brotman, Senior United States District Judge for the District of New Jersey. Mr. Rosen entered private practice as an associate at the law firm of Skadden Arps Slate Meagher & Flom in New York City where he participated in a number of complex securities class action and derivative litigation matters. He later served as an associate at McCarter & English in Newark, New Jersey where he specialized in securities and business litigation.

After practicing general securities and commercial litigation in New York City with Solton Rosen & Balakhovsky LLP, Mr. Rosen founded The Rosen Law Firm to represent investors exclusively in securities class actions and derivative litigation. Mr. Rosen is admitted to practice law in New York, California, Florida, New Jersey and the District of Columbia. Mr. Rosen is also admitted to practice before numerous United States District Courts throughout the country and the United States Court of Appeals for the Second, Fourth, and Sixth Circuits.

**PHILLIP KIM – PARTNER**

Mr. Kim graduated from Villanova University School of Law in 2002. He received a B.A. in Economics from The Johns Hopkins University in Baltimore, Maryland in 1999. Prior to joining The Rosen Law Firm, Mr. Kim served as Assistant Corporation Counsel for the City of New York in the Special Federal Litigation Division. In that position, Mr. Kim defended a number of class action lawsuits, litigated numerous individual actions, and participated in more

than seven trials. Mr. Kim focuses his practice on securities class actions and shareholder derivative litigation. Mr. Kim is admitted to the bar of the State of New York and admitted to practice in the United States District Courts for the Southern District of New York, the Eastern District of New York and the District of Colorado, and the United States Court of Appeals for the Second Circuit.

**JACOB A. GOLDBERG – PARTNER**

Mr. Goldberg is a 1988 graduate of Columbia University. Mr. Goldberg received his J.D., *cum laude*, from the Temple University School of Law in 1992. For over 23 years, Mr. Goldberg has litigated complex cases at the highest levels, championing the rights of investors, employees and consumers. Mr. Goldberg has recovered over \$200 million for investors in securities class actions. In addition to serving in leadership roles in securities class actions, Mr. Goldberg has litigated many cases under state corporations laws, against faithless boards of directors both on behalf of shareholders, in the mergers and acquisitions context, and, derivatively, on behalf of corporations, to remedy harm to the corporation itself. Mr. Goldberg is admitted to practice law in the Commonwealth of Pennsylvania, the United States Supreme Court, the United States Court of Appeals for the Second, Third, Fourth and Sixth Circuits, and various United States District Courts across the country.

**JONATHAN A. SAIDEL – PARTNER**

Mr. Saidel has had a long and distinguished career in Pennsylvania politics, as well as in the roles of attorney, accountant and author. He served as Philadelphia city controller for four consecutive terms, each time earning reelection by a wide margin, and enacting financial reforms that have saved taxpayers upwards of \$500 million. Later, in 2010 he went on to campaign for lieutenant governor of Pennsylvania, where he was runner-up to Scott Conklin by only a few thousand votes out of almost 1 million cast. A Lifelong resident of Northeast Philadelphia, Mr.

Saidel's tireless dedication to fiscal discipline reduced the city's tax burden and spurred economic development. Mr. Saidel also pushed for important business tax incentives and expanded minority and small business lending, all of which have revitalized the city, helping it prosper and come back from the brink of bankruptcy in the early 1990's to become one of the most vibrant cities on the East Coast.

Mr. Saidel's book, "Philadelphia: A New Urban Direction", is widely considered an essential guide for effective government and corporate governance and is required reading at many colleges and universities.

Mr. Saidel received his JD from the Widener University of Law and is a graduate of Temple University. He is also an adjunct lecturer at the University of Pennsylvania Fels Institute of Government, and Drexel University's MBA Program. In addition to being a Certified Public Account, Jonathan is a recipient of the National Association of Local Government Auditor's Knighton Award, the President's Council on Integrity and Efficiency Award for Excellence, multiple special project awards from the National Association of Local Government Auditors, and the "Controller of the Year" award, a peer recognition presented by the Pennsylvania City Controllers Association.

#### **JOSHUA BAKER – ATTORNEY**

Mr. Baker is a graduated from the New York University School of Law in 2013. He received a B.A. from the University of Maryland in 2009. Prior to joining the Rosen Law Firm, Mr. Baker practiced complex commercial litigation for a New York firm. He is admitted to practice in New York, Massachusetts, and United States District Courts for the Eastern and Southern Districts of New York.

### **JING CHEN - ATTORNEY**

Ms. Chen received a Juris Doctor degree from Pace University School of Law in 2011, Juris Master degree from China University of Political Science and Law in Beijing, China and B.A. in English Literature and Linguistics from Shandong University in Jinan, China. She is admitted to practice in New York, New Jersey and China. Prior to joining The Rosen Law Firm, Ms. Chen practiced corporate law, commercial transactions and arbitration for over two years.

### **SARA FUKS – ATTORNEY**

Ms. Fuks graduated from Fordham University School of Law, *cum laude*, in February 2005, where she was a member of Fordham Law Review. She received her B.A. in Political Science, *magna cum laude*, from New York University in 2001. Ms. Fuks began her practice at Dewey Ballantine, LLP where she focused on general commercial litigation and then went on to prosecute numerous ERISA and securities class actions as an associate at Milberg LLP. Ms. Fuks is admitted to the bar of the State of New York and admitted to practice in the United States Southern and Eastern District Courts of New York.

### **GONEN HAKLAY – ATTORNEY**

Mr. Haklay graduated from Stanford University School of Law in 1995. He received a B.A. in Political Science from The University of Massachusetts at Amherst in 1992. After several years as an associate at a large Philadelphia law firm, Mr. Haklay joined the Philadelphia District Attorney's office. As a prosecutor, he tried over 100 criminal jury cases and handled both capital and non-capital homicide cases. After 12 years as prosecutor, Mr. Haklay joined a prominent plaintiffs' firm where he tried over ten asbestos cases, recovering millions of dollars for his clients. As a young man, Mr. Haklay served as an infantryman in the Israel Defense Forces. Mr. Haklay is admitted to the bars of the Commonwealth of Pennsylvania, the State of

New Jersey, the United States District Court for the Eastern District of Pennsylvania, and the United States Third Circuit Court of Appeals.

**ZACHARY HALPER - ATTORNEY**

Mr. Halper graduated from Georgetown University Law Center, *cum laude*, in 2016. He received his B.A. from Rutgers University in 2012. Prior to joining The Rosen Law Firm, Mr. Halper served as a law clerk to the Honorable Allison Accurso, New Jersey Superior Court, Appellate Division. He is admitted to practice in New York and New Jersey.

**JONATHAN HORNE- ATTORNEY**

Mr. Horne is a 2009 graduate of New York University School of Law, where he received the Lederman/Milbank Law, Economics, and Business fellowship, and holds a B.A. in Economics & Philosophy from the University of Toronto. Mr. Horne began his practice at Kaye Scholer LLP. Mr. Horne specializes in securities litigation. He is admitted to practice in New York and the United States District Courts for the District of Colorado and the Southern and Eastern Districts of New York. Mr. Horne was named a Super Lawyer – Rising Star for the New York Metro Area.

**BRENT LAPOINTE – ATTORNEY**

Mr. LaPointe received his J.D., *cum laude*, from the University of Michigan Law School in 2010, where he served as an Articles Editor on both the Michigan Journal of Law Reform and the Michigan Journal of Gender & Law. Mr. LaPointe received a B.B.A. in Accounting & Information Systems and Political Science, *cum laude*, from the University of Massachusetts-Amherst in 2006. Mr. LaPointe focuses his practice on securities litigation.

**LEAH HEIFETZ-LI - ATTORNEY**

Ms. Heifetz-Li is a 2009 graduate of Columbia Law School, and received a B.A. from the University of Pennsylvania. Ms. Heifetz-Li served as a Law Clerk to the Honorable Cynthia S.

Kern, New York State Supreme Court, New York County. She has extensive experience in class action litigation, having previously practiced at a large class action firm representing shareholders in merger and acquisition litigation as well as shareholder derivative actions. Ms. Heifetz-Li has worked on case teams that secured significant financial recoveries for stockholders as well as corporate governance reforms in the Delaware Court of Chancery and other courts throughout the country.

**KEITH R. LORENZE – ATTORNEY**

Mr. Lorenze graduated from the University of Virginia School of Law in 2002. He received a B.A. in Political Science & History, *summa cum laude*, from the State University of New York at Binghamton, where he was elected to Phi Beta Kappa. Mr. Lorenze served as a judicial law clerk at both the trial and appellate court levels. Following the completion of his clerkships, he entered private practice, where he worked at small, mid-sized, and large law firms in Philadelphia, New York, and Houston. Mr. Lorenze is admitted to practice in the Commonwealth of Pennsylvania, New York, Texas, and various United States District Courts around the country.

**YU SHI – ATTORNEY**

Mr. Shi received his J.D. from Columbia Law School in 2011 and his B.A., *cum laude*, from Columbia University in 2008. Prior to joining The Rosen Law Firm, Mr. Shi served as a Special Assistant Corporation Counsel in the New York City Law Department's Economic Development Division, where he worked on business and commercial transactions involving the City of New York. Mr. Shi focuses his practice on securities litigation. He is admitted to practice in the State of New York and the United States District Court for the Southern District of New York.

## **JONATHAN STERN – ATTORNEY**

Mr. Stern graduated from New York University School of Law in May of 2008, where he was a Development Editor of the Annual Survey of American Law. He received his B.A. in Philosophy with Honors from McGill University. Mr. Stern began his practice in the litigation department of Simpson Thacher & Bartlett LLP, and then went on to practice at the litigation boutique of Simon & Partners LLP, where he participated in a Federal trial. Mr. Stern is admitted to the bar of the State of New York and admitted to practice in the United States Southern and Eastern District Courts of New York.

## **ERICA STONE- ATTORNEY**

Ms. Stone graduated from the Benjamin N. Cardozo School of Law in 2013. She received her B.A. in Political Science and Communications, *cum laude*, from the University of Pennsylvania in 2009. She is admitted to practice in New York, New Jersey, and the United States District Courts for the Southern District of New York and the District of New Jersey.

## **II. RECENT ACCOMPLISHMENTS OF THE ROSEN LAW FIRM PA**

Hayes v. Magnachip Semiconductor Corp., No. 12-CV-1160-JST. The Rosen Law Firm is currently serving as co-Class Counsel in this certified class action pending in the U.S. District Court for Northern District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false financial statements. The parties agreed to a partial settlement of the action for \$23.5 million in cash with company defendants. Plaintiffs secured an additional \$6.2 million cash settlement from certain controlling shareholder defendants—pending Court approval. The total settlement in this case is \$29.7 million.

Beck v. Walter Investment Management, No. 14-cv-20880-UU. The Rosen Law Firm was co-Lead Counsel in this consolidated class action in the U.S. District Court for Southern

District of Florida. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company concealing its true financial condition. The parties settled the action for \$24 million in cash.

Deering v. Galena Biopharma, Inc., No. 3:14-cv-00367-SI. The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for District of Oregon. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company concealing an undisclosed stock promotion scheme. The parties have agreed to settle the action for \$20.165 million.

Yang v. Tibet Pharmaceuticals, Inc., No. 14-cv-3538. The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the District of New Jersey. The complaint alleged violations of the Securities Act of 1933 in connection with material misrepresentations in the Company's Registration Statement and Prospectus. Plaintiffs and the underwriters have agreed to settle their claims for \$14 million proof of claim in bankruptcy court. Plaintiffs have also agreed to a \$2.075 million settlement with Tibet's auditor.

In re Silvercorp Metals, Inc. Securities Litigation, No. 12-CV-9456 (JSR). The Rosen Law Firm was counsel to lead plaintiff in this consolidated class action in the U.S. District Court for Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial information. The parties agreed to settle this action for \$14 million in cash.

Hellum v. Prosper Marketplace, Inc., No. CGC-08-482329. The Rosen Law Firm was class counsel in this certified class action in California Superior Court, San Francisco County alleging violations of the Securities Act of 1933 and the California Corporations Code in connection with defendants' offer and sale of unregistered securities. Plaintiffs settled this action for \$10 million in cash.

In re Textainer Financial Servs. Corp., No. CGC 05-440303. The Rosen Law Firm was Co-Lead Counsel in this class action in the California Superior Court, San Francisco County alleging breach of fiduciary duty in connection with the sale of the assets of six related publicly traded limited partnerships. After winning the first phase of a multi-phase bench trial, Plaintiffs obtained a \$10 million cash settlement for class members.

Friedman v. Quest Energy Partners LP, et al., No. CIV-08-936-M. The Rosen Law Firm was sole Lead Counsel on behalf of purchasers of Quest Resource Corporation's securities in this consolidated class action filed in the U.S. District Court for the Western District of Oklahoma. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements in connection with the Company's former CEO and CFO misappropriating nearly \$10 million. All classes and parties to this litigation settled this action for \$10.1 million in cash.

In re Puda Coal Securities Litigation, No. 11-CV-2598 (DLC) (Partial Settlement). The Rosen Law Firm is currently serving as co-Lead Counsel in this consolidated class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of the Exchange Act and Securities Act arising out of the Company's issuance of materially false and misleading financial statements. The parties agreed to settle Plaintiffs' claims against the underwriters and certain other defendants for \$8.7 million. The case continues against other defendants.

Hufnagle v. RINO International Corporation, No. CV 10-8695-VBF (VBKx). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and

misleading statements of revenue and earnings. The parties settled this action against the company and its auditor for a total of \$8,685,000 in cash.

In re Montage Technology Group Limited Securities Litigation, No. 3:2014-cv-0722 (SI). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Northern District of California. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false statements relating to certain undisclosed related party transactions and the Company's revenue. The parties agreed to settle this action for \$7.25 million in cash.

Blitz v. AgFeed Industries, No. 3:11-0992. The Rosen Law Firm was co-Lead Counsel in this consolidated class action in the U.S. District Court for the Middle District of Tennessee. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial information. The parties agreed to settle this action for \$7 million in cash.

Cole v. Duoyuan Printing, Inc., No. 10-CV-7325(GBD). The Rosen Law Firm was Co-Lead Counsel in this class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§ 11, 12(a)(2), and 15 of the Securities Act of 1933 and §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements about the Company's true financial condition and adequacy of the Company's internal controls. Plaintiffs and the issuer defendants agreed to a partial settlement of \$4.3 million cash payment to class members. Plaintiffs and the underwriters agreed to a separate \$1,893,750 cash payment to class members. The total settlement was \$6,193,750 in cash.

In re Nature's Sunshine Products, Inc. Securities Litigation, No. 2:06-cv-00267-TS-SA. The Rosen Law Firm was sole Lead Class Counsel in this class action in the U.S. District Court

for the District of Utah. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's materially false and misleading statements concerning its financial statements and business practices. Following the certification of the class and extensive discovery, Plaintiffs agreed to settle this case for \$6 million in cash.

Miller v. Global Geophysical Services, No. 14-CV-708. The Rosen Law Firm was Lead Counsel in this consolidated class action in the U.S. District Court for Southern of Texas. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act and Sections 11 and 15 of the Securities Act arising out a financial restatement. The parties settled this case for \$5.3 million in cash.

Bensley v. FalconStor Software, Inc., No. 10-CV-4672 (ERK) (CLP). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Eastern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements about the Company's true financial and business condition. The parties agreed to settle this action for \$5 million in cash.

Berry v. KIOR, Inc., No. 13-CV-2443. The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for the Southern District of Texas. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. The parties settled this action for \$4.5 million in cash.

In re Entropin, Inc. Securities Litigation, Case No. CV 04-6180-RC. The Rosen Law Firm was counsel to Plaintiff in this securities class action in the United States District Court for the Central District of California, and Lead Counsel in the related class action brought in California state court against Entropin, Inc., a defunct pharmaceutical company. These actions

alleged violations of §§ 10b and 20(a) of the Securities Exchange Act and violations various state securities laws arising out of allegedly false and misleading statements about the Company's lead drug candidate Esterom, respectively. On the eve of trial, Defendants agreed to settle these cases for a \$4.5 million cash payment to class members.

Fitzpatrick v. Uni-Pixel, Inc., No. 13-CV-01649. The Rosen Law Firm was co-Lead Counsel in this class action pending in the U.S. District Court for the Southern District of Texas. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company concealing its true financial condition. The parties settled this action for \$4.5 million consisting of \$2.35 million in cash and \$2.15 million in stock.

Munoz v. China Expert Technology, Inc., Case No. 07-CV-10531 (AKH). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of: (a) the Company's issuance of materially false statements of revenues and earnings; and (b) the Company's auditors' issuance of materially false and misleading "clean" audit opinions. The parties settled this action for \$4.2 million cash payment to class members.

In re IDreamSky Technology Limited Securities Litigation, No. 15-cv-2514 (JPO). The Rosen Law Firm is currently serving as co-Lead Counsel in this consolidated class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act §§ 11 and 20(a) of the Securities Act and arising out of the issuance of misleading business information. The parties have agreed to settle this case for \$4.15 million, pending court approval.

Snellink v. Universal Travel Group, Inc., Case No.11-CV-2164. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the District of New

Jersey. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising the issuance of false statements concerning the Company's true financial condition. The parties settled this action for \$4.075 million.

Stanger v. China Electric Motor, Inc., Case no. CV 11-2794-R (AGR<sub>x</sub>). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§ 11, 12(a)(2), and 15 of the Securities Act of 1933 in connection with the Company's \$22.5 million initial public offering. The parties settled this action for \$3,778,333.33 in cash.

In re IsoRay, Inc. Securities Litigation, No. 15-cv-5046-LRD. The Rosen Law Firm was co-Lead Counsel in this consolidated class action in the U.S. District Court for Eastern District of Washington. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company misstating certain study results relating to the Company's products. The parties settled this action for \$3,537,500 in cash.

Rose v. Deer Consumer Products, Inc., No. CV11-3701 –DMG (MRW<sub>x</sub>). The Rosen Law Firm was sole Lead Counsel in this class action pending in the U.S. District Court for the Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising from the issuance of false statements concerning the Company's true financial condition. Plaintiffs settled their claims against Deer and its auditor through two settlements totaling \$3.55 million in cash.

In re L&L Energy, Inc. Securities Litigation, No. 13-CV-6704 (RA). The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false financial statements. The parties settled this action for \$3.5 million in cash.

Sood v. Catalyst Pharmaceutical Partners, Inc., No. 13-CV-23878-UU. The Rosen Law Firm was sole lead counsel in this class action filed in the U.S. District Court for the Southern District of Florida. The complaint alleged that the Company failed to disclose material facts about its primary drug candidate. The parties settled this action for \$3.5 million in cash.

Cheung v. Keyuan Petrochemicals, Inc., No. 13-cv-6057 (PAC). The Rosen Law firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act of 1934 in connection with the Company's failure to disclose material related party transactions in periodic reports it filed with the SEC. The parties settled this action for \$2.65 million in cash. Separately, in the related case Omanoff v. Patrizio & Zhao LLC, No. 2:14-cv-723-FSH-JBC, The Rosen Law Firm was sole lead counsel in this class action in the U.S. District Court for the District of New Jersey. The complaint alleged that Patrizio & Zhao, LLC, as auditor for Keyuan Petrochemicals, Inc., issued materially false and misleading audit opinions. The parties have settled this action for \$850,000 in cash. The total recovery for Keyuan investors was \$3.5 million.

In re StockerYale, Inc. Securities Litigation, Case No. 1:05-cv-00177. The Rosen Law Firm served as sole Lead Counsel in this consolidated class action in the U.S. District Court for the District of New Hampshire. The complaint alleged violations of §§ 10b, 20(a) and 20A of the Securities Exchange Act arising out of the issuance of allegedly false and misleading press releases regarding certain contracts the Company claimed to have signed. Plaintiffs settled this class action for \$3.4 million cash payment to class members.

Mallozzi v. Industrial Enterprises of America, Inc., Case No. 07-CV-10321 (GBD). The Rosen Law Firm was Co-Lead Counsel in this class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§ 10b and 20(a) of the

Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements of revenues and earnings. During the pendency of the Company's bankruptcy, the parties settled this class action for \$3.4 million in cash.

Napoli v. Ampio Pharmaceuticals, Inc., CV-3474-TJH. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false statements regarding the clinical testing of one its products. The parties settled this action for \$3.4 million in cash.

Kelsey v. Textura Corporation, No. 14 C 7837. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for Northern District of Illinois. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out allegations that the Company misstated its true financial condition. The parties settled this action for \$3.3 million in cash.

Ding v. Roka Bioscience, Inc., No. 14-8020 (FLW). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for District of New Jersey. The complaint alleges violations of §§11 and 15 of the Securities Act arising out of the Company's issuance of materially false and misleading business information. The parties agreed to settle this case for \$3.275 million in cash.

Meruelo Capital Partners 2, LLC et al. v. Wedbush Morgan Securities, Inc., Case no. BC 352498. The Rosen Law Firm was co-counsel to plaintiffs in this action brought in California Superior Court, Los Angeles County for violations of the California State securities laws against the securities issuer and broker-dealer in connection with the sale of \$2.5 million worth of securities. On the eve of trial, plaintiffs settled the claims against the issuer for a cash payment of \$1 million. Following an eight day jury trial, Plaintiffs obtained a jury verdict in their favor

and against the underwriter for over \$2.2 million (which included prejudgment interest). In sum, plaintiffs recovered over \$3.2 million, which represented 100% of plaintiffs' principal investment of \$2.5 million and over \$700,000 in prejudgment interest. The verdict was affirmed by the California 2<sup>nd</sup> District Court of Appeal.

Ray v. TierOne Corporation, Case No. 10CV199. The Rosen Law Firm was sole Lead Counsel in this class action brought in the U.S. District Court for the District of Nebraska. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements of earnings and the Company's banking operations and business. The parties settled this action for \$3.1 million in cash.

Van Wingerden v. Cadiz, Inc., No. CV-15-3080-JAK-JEM. The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. The parties settled this action for \$3 million in cash.

Pham v. China Finance Online Co. Limited, No. CV 15-CV-7894 (RMB). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. The parties settled this action for \$3 million in cash.

In re Skilled Healthcare Group, Inc. Securities Litigation, Case No. 2:09-CV-5416-DOC (RZx). The Rosen Law Firm was Co-Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleged violations of the §§ 11, 12(a)(2), and 15 of the Securities Act of 1933 and §§10b and 20(a) of the Securities Exchange Act arising

out of the Company's issuance of materially false and misleading statements of revenue and earnings. Plaintiffs settled this action for \$3 million in cash.

Abrams v. MiMedx Group, Inc., No. 1:13-cv-03074-TWT. The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Northern District of Georgia. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false statements relating the regulatory compliance of its products. The parties settled this action for \$2.979 million.

Madden v. Pegasus Communications Corp., Case No. 2:05-cv-0568. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Eastern District of Pennsylvania. The action alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the issuance of allegedly false and misleading statements concerning the Company's direct broadcast satellite agreement with DirecTV and the Company's reported subscriber growth and totals. Plaintiffs settled this action for a \$2.95 million cash payment to class members.

Gauquie v. Albany Molecular Research, No. 14-CV-6637 (FB) (SMG). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Eastern District of New York. The complaint alleged violation of §10b and 20(a) of the Securities Exchange Act out of the Company's misstatements about its true financial condition and prospects. The parties settled this action for \$2.868 million.

In re Lihua International, Inc. Sec. Litig., No. 14-CV-5037 (RA). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of the Securities Exchange Act of 1934 in connection with the Company's issuance of materially false and misleading financial statements.

The collective settlement of the class action and consolidated derivative actions are \$2.865 million in cash.

In re TVIA, Inc. Securities Litigation, Case No. C-06-06403-RMW. The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Northern District of California. The complaint alleged violations of §§ 10b, 20(a), 20A of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements by virtue of the Company improper recognition of revenues in violation of GAAP. Plaintiffs settled this action for a \$2.85 million cash payment to class members.

Vaccaro v. New Source Energy Partners LP, No. 15-CV-8954 (KMW). The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for Southern District of New York. The complaint alleged violations of §§11 and 15 of the Securities Act arising out of the company's issuance of materially false and misleading business information. The parties settled this action for \$2.85 million in cash.

Zagami v. Natural Health Trends Corp., et al., Case No. 3:06-CV-1654-D. The Rosen Law Firm served as sole Lead Counsel in this class action in the U.S. District Court for the Northern District of Texas. The complaint alleged violations of § 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements in violation of GAAP. Plaintiffs settled this case for \$2.75 million cash payment to class members.

Romero v. Growlife, Inc., Case No. 2:14-cv-03015-CAS (JEMx). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising the issuance of false statements concerning the Company's true financial

condition. The parties settled this action for total consideration of \$2.7 million, comprised of \$700,000 in cash and \$2 million in stock.

Moleski v. Tangoe, Inc., No. 3:17-cv-00146. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the District of Connecticut. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. The parties have agreed to settle this action for \$2.55 million in cash, pending court approval.

Nguyen v. Radiant Pharmaceuticals Corporation, Case No. CV11-0405-DOC (MLGx). The Rosen Law Firm was sole Lead Counsel in this class in the U.S. District Court for the Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the issuance of false statements concerning the Company's clinical trial involving its principal product. The parties agreed to settle this action for \$2.5 million in cash.

In re Robert T. Harvey Securities Litigation, Case No. SA CV-04-0876 DOC (PJWx). The Rosen Law Firm served as Co-Lead Counsel in this class action in the U.S. District Court for the Central District of California and the related California state court class actions. This action alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the sale of partnership interests that corresponded to the securities of Chaparral Network Storage and AirPrime, Inc., n/k/a Sierra Wireless, Inc. Plaintiffs settled this and the related state court actions for an aggregate \$2.485 million cash payment to class members.

In re China Education Alliance, Inc. Securities Litigation, No. C 10-9239-CAS (JCx). The Rosen Law Firm was sole Lead Counsel in this consolidated class in the U.S. District Court for the Central District of California. The complaint alleges violations of §§10b and 20(a) of the

Exchange Act arising out of the Company's issuance of materially false and misleading statements of revenue and earnings. The parties settled this action for \$2.425 million in cash.

Kubala v. SkyPeople Fruit Juice, No. 11-CV-2700 (PKC). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act out of the Company's failure to disclose material related party transactions that rendered the Company's financial statements false. The parties agreed to settle this action for \$2.2 million in cash.

Tapia-Matos v. Caesarstone Sdot-Yam Ltd., No. 15-CV-6726 (JMF). The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements about the Company's true financial condition and business prospects. The parties agreed to settle this action for \$2.2 million in cash.

In re Fuwei Films Securities Litigation, Case no. 07-CV-9416 (RJS). The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Southern District of New York. The complaint alleged violations of §§ 11, 12(a)(2), and 15 of the Securities Act of 1933 in connection with material misrepresentations in the Company's Registration Statement and Prospectus in connection with the Company's \$35 million IPO. The parties settled this action for \$2.15 million cash payment to class members.

Snellink v. Gulf Resources, Inc., No. CV11-3722-ODW (MRWx). The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's failure to disclose the related party nature of certain transactions,

and the Company's issuance of false financial statements. The parties agreed to settle this action for \$2.125 million in cash.

Crandall v. PTC Inc., No. 16-cv-10471-WGY. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for District of Massachusetts. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act and certain violations of the Securities Act arising out of the Company's issuance of materially false and misleading statements about the Company's true financial condition. The parties agreed to settle this action for \$2.1 million in cash.

In re DS Healthcare Group, Inc. Sec. Litig., No. 16-60661-CIV-DIMITROULEAS. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of Florida. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. The parties agreed to settle this action for \$2.1 million in cash.

Henning v. Orient Paper, Inc., No. CV 10-5887-VBF (AJWx). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act and certain violations of the Securities Act arising out of the Company's issuance of materially false and misleading statements about the Company's true financial condition and business prospects. The parties settled this action for \$2 million in cash.

Pena v. iBio, Inc., 14-CV-1343-RGA. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the District of Delaware. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out misstatements and omissions relating to the Company's purported involvement with an Ebola treatment. The parties settled this action for \$1.875 million in cash.

Campton v. Ignite Restaurant Group, Inc., No. 12-CV-2196. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of Texas. The complaint alleged violations of the Securities Act of 1933 in connection with material misrepresentations in the Company's Registration Statement and Prospectus issued for the company's IPO. The parties settled this action for \$1.8 million in cash.

Petrie v. Electronic Game Card, Inc., No. SACV 10-0252-DOC (RNBx). The Rosen Law Firm was sole Lead Counsel in this class action in the United States District Court for the Central District of California. Following dismissal of the complaint by the district court, the Rosen Firm obtained a reversal of the dismissal from U.S. Court of Appeals for the Ninth Circuit. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements in violation of Generally Accepted Accounting Principles and the Company's publicly stated internal policies. The parties settled this case for \$1.755 million in cash.

Ford v. Natural Health Trends Corp., No. 16-00255 TJH (AFM). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Central District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the company's issuance of materially false and misleading business information. The parties agreed to settle this action for \$1.75 million in cash, pending Court approval.

Hayden v. Wang, et al., No. Civ. 518333. The Rosen Law Firm was sole lead counsel in this class action in the California Superior Court of San Mateo County brought on behalf of purchasers of Worldwide Energy & Manufacturing USA, Inc. common stock in two private placements. The Complaint alleged that the offering documents were materially false. The parties settled this action for \$1,615,000 in cash.

Burritt v. Nutracea, Inc., Case No.CV-09-00406-PHX-FJM. The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the District of Arizona. This action alleged violations of §§ 10b and 20(a) of the Securities Exchange Act of 1934 and the Arizona securities laws in connection with the Company's issuance of materially false and misleading statements of earnings and revenues. During the pendency of the Company's bankruptcy, Plaintiffs settled this action for \$1.5 million in cash and a remainder interest of 50% of the issuer's directors' and officers' liability insurance policy.

Press v. Delstaff LLC, No. MSC 09-01051. The Rosen Law Firm was sole Lead Counsel in this class action in the California Superior Court for Contra Costa County, brought in connection with a "going private" transaction valued at \$1.25/share for the 6.4 million shares implicated in the transaction. The parties settled this action for \$1,642,500 in additional compensation to shareholders.

In re Lightinthebox Holding Co., Ltd., 13-CV-6016 (PKC). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company concealing its true financial condition. The parties agreed to settle this action for \$1.55 million in cash.

Pankowski v. BlueNRGY Group Ltd, f/k/a CBD Energy Ltd., No. 4:15-cv-1668. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of Texas. The complaint alleged violations Securities Act and Exchange Act arising out of the Company's issuance of materially false financial statements. The parties agreed to settle this action for \$1.5 million in cash.

Guimetla v. Ambow Education Holding Ltd., No. CV-12-5062-PSG (AJWx). The Rosen Law Firm was sole Lead Counsel in this class action filed in the U.S. District Court for the

Central District of California. The complaint alleged violations of the Securities Exchange Act of 1934 in connection with the Company's issuance of materially false and misleading financial statements. The parties agreed to settle this action for \$1.5 million.

Lee v. Active Power, Inc., No. 1:13-cv-00797. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Western District of Texas. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false statements relating to a purported distribution agreement with a major information technology provider. The parties agreed to settle this action for \$1.5 million.

In re Northfield Laboratories, Inc. Securities Litigation, Case No. 06 C 1493. The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the Northern District of Illinois. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's materially false and misleading statements concerning its PolyHeme blood substitute product and business prospects. Following extensive class discovery and litigation activity in bankruptcy court, the parties agreed to settle this action for \$1.5 million in cash.

In re PartsBase.com, Inc. Securities Litigation, Case No. 01-8319. The Rosen Law Firm was Co-Lead Counsel in this class action in the U.S. District Court for the Southern District of Florida. The action arose from a \$45.5 million initial public offering of common stock by the defendant issuer and a syndicate of underwriters including Roth Capital Partners and PMG Capital Corp. Plaintiffs settled this action for \$1.5 million in cash.

Vandavelde v. China Natural Gas, Inc., No. 10-728-SLR. The Rosen Law Firm was sole Lead Counsel in the class action pending in the U.S. District Court for the District of Delaware. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out

of the issuance of materially false and misleading financial statements. Plaintiffs settled this action for \$1.5 million in cash.

Simmons v. FAB Universal Corp., No. 13-CV-8216 (RWS). The Rosen Law Firm was co-Lead Counsel in this consolidated class action in the U.S. District Court for Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company concealing its true financial condition. The parties agreed to settle this action for \$1.5 million in cash.

In re Empyrean Bioscience Securities Litigation, Case No. 1:02CV1439. This class action in which the Rosen Law Firm was sole Lead Counsel was filed in the U.S. District Court for the Northern District of Ohio. The action alleged violations of §§10b and 20(a) of the Securities Exchange Act based on misrepresentations in defendants' SEC filings and press releases concerning the clinical testing of the Company's GEDA Plus microbicide gel. After the court denied defendants' motion to dismiss the complaint, the parties briefed the issue of whether the securities were traded in an efficient market. Prior to a decision on market efficiency, Plaintiffs settled the case for a \$1.4 million payment to class members.

Balon v. Agria, Inc., No. 16-8376 (SDW). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the District of New Jersey. The complaint alleged violation of §10b and 20(a) of the Securities Exchange Act out of the Company's manipulation of its stock price. The parties settled this case for \$1.3 million in cash.

In re Himax Technologies, Inc. Securities Litigation, Case No. C 07-4891-DDP. The Rosen Law Firm served as Co-Lead Counsel in this consolidated class action in the U.S. District Court for the Central District of California, Western Division. The complaint alleged violations of §§ 11 and 15 of the Securities Act arising out of the Company's IPO. Plaintiffs agreed to settle this case for \$1.2 million cash payment to class members.

In re Flight Safety Technologies, Inc. Securities Litigation, Case No. 3:04-cv-1175. The Rosen Law Firm was sole Lead Counsel in this consolidated class action in the U.S. District Court for the District of Connecticut. The action alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the defendants alleged failure to disclose material adverse information concerning the Company's products under development and misrepresenting the amount of time it would take to commercialize the products. Plaintiffs settled the case for a \$1.2 million cash payment to class members.

In re: M.H. Meyerson & Co. Securities Litigation, Case No. 02-CV-2724. This class action, in which the Rosen Law Firm was sole Lead Counsel, was filed in U.S. District Court for District of New Jersey. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act based on allegedly false and misleading SEC filings related to the planned launch of an online brokerage business, and other material misrepresentations, which allegedly inflated the price of Meyerson stock during the class period. Plaintiffs settled the case for a \$1.2 million payment to class members.

In re OPUS360 Corp. Securities Litigation, Case No. 01-Civ-2938. The Rosen Law Firm was Co-Lead Counsel for this action brought in the Southern District of New York alleging violations of the federal securities laws arising from a \$75.0 million initial public offering of common stock by the defendant issuer and a syndicate of underwriters including JP Morgan and Robertson Stephens, Inc. The Court certified the action as a class action and approved a final settlement.

Ansell v. National Lampoon, Inc., Case No. CV10-9292-PA (AGRx). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange

Act arising out of a market manipulation scheme involving National Lampoon's common stock. The parties agreed to settle this action for \$1 million in cash.

Garcia v. Lentuo International, Inc., CV-15-1862-MWF (MRWx). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Central District of California. The complaint alleged violations of the Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. The parties settled this action for \$1 million in cash.

Fouladian v. Busybox.com, Inc., Case No. BC 248048. The Rosen Law Firm was Co-Lead Counsel in this class action brought in California Superior Court, Los Angeles County. The action arose from a \$12.8 million initial public offering of securities by the defendant issuer and underwriter. California and federal securities laws claims (Cal. Corp. Code §25401 and §11 of 1933 Act) were brought on behalf of a nationwide class of public offering investors. The Court approved a \$1.0 million cash settlement to a nationwide class of investors.

Springer v. Code Rebel Corp., No. 16-cv-3492 (AJN). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading financial statements. Following the bankruptcy of the Company, the parties have agreed to settle this action for \$1 million, pending Court approval.

Singh v. Tri-Tech Holding, Inc., No. 13-CV-9031 (KMW). The Rosen Law Firm was co-Lead Counsel in this class action in the U.S. District Court for Southern District of New York. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company concealing its true financial condition. The parties settled this action for \$975,000 in cash.

Howard v. Chanticleer Holdings, Inc., No. 12-CV-81123-JIC. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Southern District of Florida. The complaint alleged violations of the Securities Act of 1933 in connection with material misrepresentations in the Company's Registration Statement and Prospectus issued for the Company's public offering of common stock and warrants. The parties agreed to settle this action for \$850,000 in cash.

Pollock v. China Ceramics Co. Ltd, No. 1:14-cv-4100 (VSB). The Rosen Law Firm was co-Lead Counsel in this consolidated class action in the U.S. District Court for Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's lack of internal controls. The parties settled this action for \$850,000, consisting of \$310,000 in cash and \$540,000 in stock.

Katz v. China Century Dragon Media, Inc., Case no. CV 11-02769 JAK (SSx). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Central District of California. The complaint alleges violations of §§ 11, 12(a)(2), and 15 of the Securities Act of 1933 and §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. Following entry of default against the issuer and certification of the class, the non-issuer defendants and Plaintiffs have preliminarily agreed to resolve the claims against the non-issuer defendants for \$778,333.33, subject to court approval.

In re China Intelligent Lighting and Electronics, Inc. Securities Litigation, No. 2:11-CV-02768 PSG (SSx). The Rosen Law Firm was co-Lead Counsel in this consolidated class action in the U.S. District Court for the Central District of California. The complaint alleged violations of §§ 11, 12(a)(2), and 15 of the Securities Act of 1933 and §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial

statements. The parties agreed to partially settle this action for \$631,600 in cash. A default judgment was obtained against the issuer.

Gianoukas v. Tullio and Riiska, Case No. 02CC18223. The Rosen Law Firm was lead counsel to a group of twenty-one plaintiffs that brought claims of fraud and negligent misrepresentation in California Superior Court, Orange County against the former Chief Executive and Chief Financial Officers of a publicly traded software company, NQL Inc. The complaint alleged that the officers issued a series of false and misleading press releases concerning the business of NQL for the purpose of inducing the purchase and retention of NQL securities. Plaintiffs settled the action favorably for a confidential amount.

The BoxLot Company v. InfoSpace, Inc., Case No. GIC 779231. The Rosen Law Firm was plaintiff's counsel for this action filed in California Superior Court, San Diego County which arose from the aborted merger agreement and ultimate sale of The BoxLot Company's assets to InfoSpace. The action alleged violations of California securities laws (Cal. Corp. Code §25400 & §25401) and common laws and sought damages of \$92.8 million from InfoSpace and its CEO, Naveen Jain. The case settled favorably for plaintiffs for a confidential amount.

Scalfani v. Misonix Inc., No. 16-cv-5215 (ADS) (AKT). The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the Eastern District of New York. The complaint alleged violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false financial statements. The parties have settled this action for \$500,000 in cash—resulting in a recovery of nearly 100% of damages.

Teague v. Alternate Energy Holdings, Inc., No. 10-CV-634-BLW. The Rosen Law Firm was sole Lead Counsel in this class action in the U.S. District Court for the District of Idaho. The complaint alleged violations of §§10b and 20(a) of the Securities Exchange Act arising out

of the Company's issuance of materially false and misleading financial statements and business condition. The parties settled this action for \$450,000.

Huttenstine v. Mast, Case No. 4:05-cv-152 F(3). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Eastern District of North Carolina. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's material misstatements and omissions concerning the nature of certain sales contracts it had entered into. Plaintiffs have preliminarily agreed to settle this action for a \$425,000 cash payment to class members.

In re Forcefield Energy, Inc. Securities Litigation, No. 15-cv-3020 (NRB). The Rosen Law Firm is currently serving as Lead Counsel in this class action pending in the U.S. District Court for Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading information. The parties agreed to settle this case for \$414,500, pending Court approval.

Kinzinger v. Paradigm Medical Industries, Inc., Case No. 03-0922608. The Rosen Law Firm served as sole Lead Counsel in this class action filed in Utah state court alleged violations of the Utah Securities Act against Paradigm Medical arising out of false and misleading statements made to investors in a \$5.0 million private placement of securities. The court approved a \$625,000 settlement on behalf of the private placement purchasers.

### **III. SECURITIES CLASS ACTIONS IN WHICH THE ROSEN LAW FIRM P.A. IS CURRENTLY LEAD COUNSEL**

In re Puda Coal Securities Litigation, No. 11-CV-2598 (DLC). The Rosen Law Firm is currently serving as co-Lead Counsel in this consolidated class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of the

Exchange Act and Securities Act arising out of the Company's issuance of materially false and misleading financial statements. The class is certified and this action is in discovery.

Meyer v. Concordia International Corp., No. 16-cv-6467 (RMB). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of the Securities Exchange Act of 1934 in connection with the Company's issuance of materially false and misleading business information. This action is in discovery.

In re Spectrum Pharms. Inc. Securities Litigation, No. 16-cv-2279-RFP-GWF. The Rosen Law Firm is currently serving as co-Lead Counsel in this consolidated class action pending in the U.S. District Court for the District of Nevada. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading business information. The action is at the pleading stage

Luo v. Qiao Xing Universal Resources, Inc., No. 12-45-WAL-GWC. The Rosen Law Firm is currently serving as sole Lead Counsel in this consolidated class action pending in the U.S. District Court of the Virgin Islands, St. Croix Division. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading financial statements. The action is at the pleading stage.

Biondolillo v. Roche Holding AG, No. 17-cv-4056. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the District of New Jersey. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading information about its true business condition. This action is at the pleading stage.

Chan v. New Oriental Education & Technology Group Inc., No. 16-CV-9279-KSH. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S.

District Court for the District of New Jersey. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading financial statements. This action is at the pleading stage.

Pepicelli v. Innocoll Holdings Public Ltd., No. 17-341. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Eastern District of Pennsylvania. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading business information. This action is at the pleading stage.

In re Stemline Therapeutics, Inc. Securities Litigation, 17-cv-832 (PAC). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading financial statements. This action is at the pleading stage.

Nguyen v. Endologix, Inc., No. 17-CV-17-AB. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Central District of California. The complaint alleges violations of the Exchange Act in connection with the Company's issuance of materially false and misleading financial statements. This action is at the pleading stage.

In re Poseidon Concepts Securities Litigation, No. 13-CV-1213 (DLC). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of §§ 10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of false financial statements. This action is at the pleading stage.

In re Silver Wheaton Corp. Securities Litigation, No. 15-cv-5146-CAS. The Rosen Law Firm is currently serving as sole Lead Counsel in this certified class action pending in the U.S. District Court for the Central District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. This action is in discovery.

In re Akari Therapeutics PLC Securities Litigation, No. 17-cv-3577 (KPF). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements about the results of a clinical study. This action is at the pleading stage.

Pirnik v. Fiat Chrysler Automobiles, N.V., 15-CV-7199 (JMF). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements about its true business condition. This action is in discovery.

In re Sunpower Corporation Securities Litigation, No. 16-cv-4710-RS. The Rosen Law Firm is currently serving as Co-Lead Counsel in this class action pending in the U.S. District Court for the Northern District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading statements about the Company's true condition. This action is at the pleading stage.

Shapiro v. Alliance MMA, Inc., No. 17-CV-2583 (RBK)(AMD). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for

the District of New Jersey. The complaint alleges violations of §§11b and 15(a) of the Securities Act arising out of the company's issuance of materially false and misleading financial statements in connection with the company's initial public offering. This action is at the pleading stage.

In re Dynavax Securities Litigation, No. 16-cv-6690. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Northern District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false statements about its true business condition and prospects. This action is at the pleading stage.

Edgar v. Anadarko Petroleum Corporation, No. 167cv-1372. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Southern District of Texas. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the company's issuance of materially false and misleading business information. This action is at the pleading stage.

Nasin v. Hongli Clean Energy Tech. Corp., No. 17-CV-3244 (WJM). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the District of New Jersey. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the company's issuance of materially false and misleading financial information. This action is at the pleading stage.

Pipitone v. Electronics for Imaging, Inc., No. 17-CV-5992-MCA-MAH. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the District of New Jersey. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the company's issuance of materially false and misleading business information. This action is at the pleading stage.

Menaldi v. Och-Ziff Capital Management Group LLC, No. 14-CV-3251 (JPO). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This action is in discovery.

Allen v. Pixarbio Corp., No. 2:17-cv-496-CCC-SM. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for District of New Jersey. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This action is at the pleading stage.

Li v. Aeterna Zentaris, Inc., No. 14-CV-07081 (PGS). The Rosen Law Firm is currently serving as Class Counsel in this certified class action pending in the U.S. District Court for District of New Jersey. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This action is in discovery.

Thomas v. Shiloh Industries, Inc., No. 15-CV-7449 (KMW). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Southern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements. The case is at the pleading stage.

Hull v. Global Digital Solutions, Inc., No. 16-5153 (FLW). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for District of New Jersey. The complaint alleges violations of §§10b and 20(a) of the Securities

Exchange Act arising out of the Company's issuance of materially false and misleading business information. The case is at the pleading stage.

Zamier v. Bridgepoint Education, Inc., No. 3:15-CV-408-JLS-DHB. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for Southern District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. The case is at the pleading stage.

Duane & Virginia Lanier Trust v. Sandridge Energy, Inc., et al. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Western District of Oklahoma. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act and Sections 11, 12(a)(2), and 15 of the Securities Act arising out of the Company's issuance of materially false and misleading business information. This action is in discovery.

In re Zillow Group, Inc. Sec. Litig., No. C17-1387-JCC. The Rosen Law Firm is currently serving sole Lead Counsel in this class action pending in the U.S. District Court for the Western District of Washington. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This action is at the pleading stage.

In re Blue Apron Holdings, Inc. Sec. Litig., No. 17-CV-4846 (WFK)(PK). The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Eastern District of New York. The complaint alleges violations Sections 11, 12(a)(2), and 15 of the Securities Act arising out of the Company's issuance of materially false and misleading business information. This action is at the pleading stage.

Turocy v. El Pollo Loco Holdings, Inc., No. CV-15-1343-DOC. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Central District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This action is in discovery.

Carmack v. Amaya, Inc., No. 16-cv-1884-JHR-JS. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the District of New Jersey. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. The case action is in discovery.

In re ChinaCast Education Corporation Sec. Litig., No. CV 12-4621- JFW (PLAx). The Rosen Law Firm is currently serving as co-Lead Counsel in this consolidated class action. Following dismissal of the complaint by the district court, the U.S. Court of Appeals for the Ninth Circuit overturned the dismissal. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company overstating its assets and cash balances and misstating the Company's internal controls. The action is in discovery.

Parmelee v. Santander Consumer USA Holdings Inc., No. 3:16-cv-783-K. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action pending in the U.S. District Court for the Northern District of Texas. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This case is in discovery.

In re Global Brokerage, Inc. f/k/a FXCM, Inc. Sec. Litig., 17-cv-916 (RA). The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for Southern District of New York. The complaint alleges violations of §§10b and

20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and business information. The case is at the pleading stage.

Desta v. Wins Financial Holdings, Inc., 17-cv-2983-CAS-AGR. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for Central District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and business information. This action is in discovery.

Gamboa v. Citizens, Inc., 17-cv-241-RP. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for Western District of Texas. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and business information. The case is at the pleading stage.

Chu v. BioAmber, Inc., 17-cv-1531 (ADS) (GRB). The Rosen Law Firm is currently serving as Co-Lead Counsel in this class action pending in the U.S. District Court for Eastern District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and business information. The case is at the pleading stage.

Delorosa v. State Street, 17-cv-671-BRO-FFM. The Rosen Law Firm is currently serving as sole Lead Counsel in this class action pending in the U.S. District Court for the Central District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and business information. The case is at the pleading stage.

Khunt v. Alibaba Group Holding Ltd., No. 15-CV-759 (CM). The Rosen Law Firm is serving as sole lead counsel in this class action pending in U.S. District Court for the Southern

District of New York. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. After successfully appealing the dismissal of this action with the Second Circuit Court of Appeals, this case is now in discovery.

Wochos v. Tesla, Inc., No. 3:17-cv-5828-CRB. The Rosen Law Firm is serving as sole lead counsel in this class action pending in U.S. District Court for the Northern District of California. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading business information. This case is at the pleading stage.

Tran v. ERBA Diagnostics, Inc., No. 15-cv-24440. The Rosen Law Firm is currently serving as co-Lead Counsel in this class action on appeal with the U.S. Court of Appeals for the Eleventh Circuit. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false and misleading financial statements.

Castillo v. 6D Global Technologies, Inc., No. 15-cv-8061 (RWS). The Rosen Law Firm is serving as sole Lead Counsel in this class action currently on appeal with the U.S. Court of Appeals for the Second Circuit. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false statements about the improper stock manipulation.

Knox v. Yingli Green Energy Holding Co. Ltd., No. 2:15-cv-4003. The Rosen Law Firm is serving as sole Lead Counsel in this class action currently on appeal with the U.S. Court of Appeals for the Ninth Circuit. The complaint alleges violations of §§10b and 20(a) of the Securities Exchange Act arising out of the Company's issuance of materially false financial statements.

# **EXHIBIT 3**

# SARRAF GENTILE LLP

ATTORNEYS AT LAW

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www.sarrafgentile.com

## FIRM BIOGRAPHY

SARRAF GENTILE LLP practices in a wide variety of litigation, with an emphasis on class, shareholder derivative and other complex multi-party litigation. The firm's practice involves securities, corporate, labor and antitrust laws, consumer fraud statutes, product liability claims and corporate governance matters.

The firm has been recognized as being among the top 50 law firms in the country involved in securities class action litigation. As a result of its representations, the firm has recouped millions of dollars on behalf of its clients – investors, businesses, pension plans and consumers. In addition to obtaining monetary compensation, the firm has also obtained injunctive remedies, such as requiring public companies to take certain actions that benefit shareholders. The firm has also worked closely with many public companies to improve their corporate governance, reform the manner in which individuals serve as company directors, and modify the composition and operation of a company's board of directors. A few of the cases in which the firm is or has been involved include:

*Kadiyala v. Olympus Corp., et al.*, where the firm served as Co-Lead Counsel on behalf of a class of purchasers of Olympus stock and recovered over \$2.6 million on behalf of the class for violations of the federal securities laws.

*Schottenfeld Qualified Associates LP v. Workstream Inc, et al.*, where the firm served as Co-Lead Counsel on behalf of a class of purchasers of Workstream stock and recovered \$3.9 million on behalf of the class for violations of the federal securities laws.

*Dickerson v. Feldman, et al.*, where the firm served as Co-Lead Counsel on behalf of a class of plan participants in the Solutia Inc. 401(k) retirement plan and recovered \$4.5 million in cash and an estate claim valued at \$6.65 million on behalf of the class for violations of the federal labor laws.

*In re RCN Corp. ERISA Litigation*, where the firm served as Co-Lead Counsel on behalf of a class of plan participants in the RCN 401(k) retirement plan and recovered \$5.375 million on behalf of the class for violations of the federal labor laws.

*Melms v. Home Solutions of America, Inc.*, where the firm served as Co-Lead Counsel on behalf of a class of purchasers of Home Solutions stock and recovered \$5.1 million on behalf of the class for violations of the federal securities laws.

*The Education Station Day Care Centers v. Yellow Book USA, Inc.*, where the firm represented a class of advertisers in the Yellow Book telephone directory for deceptive practices and helped recover over \$70 million on behalf of the class for violations of consumer protection laws.

*In re Wm. Wrigley Jr. Company Shareholders Litigation*, where the firm served as Co-Lead Counsel on behalf of the shareholders of Wrigley and obtained therapeutic relief in connection with the merger between Wrigley and Mars.

*Stevens v. GlobeTel Communications Corp.*, where the firm served as Co-Lead Counsel on behalf of a class of purchasers of GlobeTel stock and recovered \$2.3 million on behalf of the class for violations of the federal securities laws.

*In re Ferro Corp. ERISA Litigation*, where the firm served as Co-Lead Counsel on behalf of a class of participants in the Ferro 401(k) retirement plan and recovered \$4 million on behalf of the class for violations of the federal labor laws.

*Sidore v. Bradley, et al.*, where the firm served as Co-Lead Counsel in a shareholder derivative action and obtained a payment to the company of \$225,000 from its former chief executive officer and numerous corporate governance changes.

*Francis v. Comerica Inc.*, where the firm served as Co-Lead Counsel on behalf of a class of participants in the Comerica 401(k) retirement plan and recovered over \$2 million on behalf of the class for violations of the federal labor laws.

*Henkel v. Gemstar-TV Guide International, Inc.* where the firm served as Co-Lead Counsel on behalf of the shareholders of Gemstar and obtained therapeutic relief in connection with the merger between Genstar and Macrovision.

*Wagner v. Republic of Argentina*, where the firm served as counsel to purchasers of sovereign debt and obtained a multi-million dollar judgment on their behalf against the Republic of Argentina.

*In re Host America Corp. Derivative Litigation*, where the firm served as Co-Lead Counsel in a shareholder derivative action and obtained numerous corporate governance changes on behalf of the company.

*Mellott v. ChoicePoint Inc.*, where the firm served as Co-Lead Counsel on behalf of a class of participants in the ChoicePoint Inc. 401(k) retirement plan and obtained numerous governance changes to the plan's administration.

*Resnik v. Lucent Technologies Inc., et al.*, where the firm served as Co-Lead Counsel on behalf of the shareholders of Lucent and obtained therapeutic relief in connection with the merger between Lucent and Alcatel.

*In re Palm Treo 600 and 650 Litigation*, where the firm served as a member of the Executive Committee on behalf of a class of purchasers of the Palm Treo 600 and 650 for violations of consumer protection laws.

## THE ATTORNEYS

RONEN SARRAF has been actively litigating securities, corporate and complex commercial class actions for his entire legal career. He is a graduate of Brooklyn Law School, where he served as Managing Editor of the *Brooklyn Journal of International Law* and was a member of the Moot Court Honor Society. While in law school, Mr. Sarraf clerked for the Honorable Richard F. Braun, New York State Supreme Court, and was a research assistant to former SEC commissioner, Roberta S. Karmel. Mr. Sarraf earned a B.A. from Queens College and graduated with Departmental Honors in History. Mr. Sarraf is admitted to practice in the States of New York and New Jersey. He is a FINRA approved arbitrator.

JOSEPH GENTILE has been actively litigating securities, corporate and complex commercial class actions for his entire legal career. He is a graduate of Boston College Law School, where he clerked for the Honorable Reginald C. Lindsay of the United States District Court for the District of Massachusetts. Mr. Gentile was also an intern at the Major Crimes Bureau at the Queens County District Attorney's Office as well as an intern at Bronx Legal Services. Mr. Gentile earned a B.S. from Fordham University, where he participated in the Business School's Honors Program, and graduated Cum Laude. Mr. Gentile is admitted to practice in the State of New York. Mr. Gentile is a member of the New Canaan Society. He is a FINRA approved arbitrator for investor disputes and has passed the Series 7 (General Securities Representative) and Series 66 (Uniform Combined State Law) exams.

# EXHIBIT A

1 Laurence M. Rosen, Esq. (SBN 219683)  
2 **THE ROSEN LAW FIRM, P.A.**  
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4 Los Angeles, CA 90071  
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8 *Attorneys for Plaintiff*  
9 [Additional Counsel Appear on Signature Page]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

12 JOHNNY HOSEY, individually and on behalf of  
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 RICHARD COSTOLO, MIKE GUPTA, LUCA  
17 BARATTA, JACK DORSEY, PETER  
18 CHERNIN, PETER CURRIE, PETER FENTON,  
19 DAVID ROSENBLATT, EVAN WILLIAMS,  
20 and TWITTER, INC.,

21 Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**ORDER PRELIMINARILY APPROVING  
SETTLEMENT AND CONFIRMING FINAL  
SETTLEMENT HEARING**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Date Action Filed: Nov. 4, 2016  
Trial Date: Not Set

1           WHEREAS, on April 6, 2018, the Parties to the above-entitled action (the “Action”) entered into  
2 a Stipulation and Agreement of Settlement (the “Stipulation” or “Settlement”), which is subject to  
3 review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for  
4 the Settlement of the claims alleged in the Action; and the Court having read and considered the  
5 Stipulation and the accompanying documents; and the Parties to the Stipulation having consented to the  
6 entry of this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

7           NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_ day of \_\_\_\_\_ 2018 that:

8           1.       Pursuant to California Code of Civil Procedure § 382 and California Rules of Court 3.765  
9 and 3.769, and for the purposes of the Settlement only, the Court certifies a class of all persons or  
10 entities (“Persons”) that purchased or otherwise acquired Twitter, Inc. (“Twitter”) common stock  
11 between November 7, 2013 and February 18, 2014, inclusive, pursuant or traceable to the Registration  
12 Statement for Twitter’s November 7, 2013 Initial Public Offering (the “IPO”) (the “Class”). The Class  
13 is limited to Persons who purchased or otherwise acquired Twitter common stock before February 19,  
14 2014 because Twitter stock that was not issued pursuant to the Registration Statement was publicly  
15 trading by February 19, 2014, making it difficult or impossible for persons who purchased on or after  
16 February 19, 2014 to trace their stock to the Registration Statement, as required for the Section 11 claim  
17 in the Action. Also excluded from the Class are (i) Twitter, (ii) the Individual Defendants, (iii) any  
18 current or former officers and directors of Twitter, (iv) the Underwriters, and (v) all such excluded  
19 Persons’ immediate family members, legal representatives, heirs, parents, wholly-owned subsidiaries,  
20 successors, and assigns. Notwithstanding the foregoing sentence, the Class shall include any investment  
21 company or pooled investment fund, including, but not limited to, mutual fund families, exchange-  
22 traded funds, fund of funds and hedge funds, in which the Underwriters, or any of them, have, has or  
23 may have a direct or indirect interest, or as to which any Underwriter’s affiliates may act as an  
24 investment advisor, but as to which any Underwriter alone or together with any of its respective  
25 affiliates is neither a majority owner nor the holder of a majority beneficial interest. Also excluded from  
26 the Class are Persons otherwise meeting the definition of the Class who submit valid and timely requests  
27 for exclusion from the Settlement.

1           2.     The Court preliminarily finds, for the purposes of the Settlement only, that the  
2 prerequisites for a class action under California Code of Civil Procedure § 382 have been satisfied in  
3 that: (a) the number of Class Members is so numerous that joinder of all members thereof is  
4 impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are  
5 typical of the claims of the Class he seeks to represent; (d) Plaintiff and Plaintiff’s Counsel will fairly  
6 and adequately represent the interests of the Class; (e) the questions of law and fact common to the  
7 members of the Class predominate over questions affecting only individual members of the Class; and  
8 (f) a class action is superior to other available methods for the fair and efficient adjudication of this  
9 controversy.

10           3.     For the purposes of the Settlement only, Plaintiff Johnny Hosey is conditionally certified  
11 as the Class Representative for the Action and Plaintiff’s Counsel (i.e., the law firms of The Rosen Law  
12 Firm, P.A., and Sarraf Gentile LLP) are conditionally appointed as Lead Counsel for the Class (“Lead  
13 Counsel”).

14           4.     The Court preliminarily finds that:

15                 (a)     the Settlement resulted from informed, extensive arm’s-length negotiations,  
16 including mediation under the direction of an experienced mediator, Jed Melnick; and

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

19           5.     A hearing (the “Settlement Fairness Hearing”) is hereby scheduled to be held before the  
20 Court on \_\_\_\_\_, 2018 at \_\_:\_\_\_.m. for the following purposes:

21                 (a)     to finally determine whether this Action satisfies the applicable prerequisites for  
22 class action treatment under California Code of Civil Procedure § 382 and whether the Class may be  
23 certified, for the purpose of settlement only;

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

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

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

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

5 (f) to consider Plaintiff's request for the reimbursement of the costs and expenses he  
6 incurred in prosecuting this Action on behalf of the Class; and

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

8 6. The Court reserves the right to approve the Settlement with or without modification and  
9 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without  
10 further notice to the Class. The Court reserves the right to enter a Judgment approving the Stipulation  
11 regardless of whether it has approved the Plan of Allocation, Lead Counsel's request for an award of  
12 attorneys' fees and expenses, and the reimbursement of costs and expenses of Plaintiff in his  
13 representation of the Class.

14 7. The Court approves the form, substance and requirements of the Notice of Proposed  
15 Settlement of Class Action (the "Long Notice"), the Postcard Notice of Proposed Settlement of Class  
16 Action (the "Postcard Notice"), the Summary Notice of Proposed Settlement of Class Action (the  
17 "Summary Notice"), and the Proof of Claim and Release (the "Proof of Claim"), annexed hereto as  
18 Exhibits A-1, A-2, A-3 and A-4, respectively.

19 8. The Court approves the appointment of Strategic Claims Services as the Claims  
20 Administrator and Escrow Agent.

21 (a) Within seven (7) days of this Order, Twitter shall provide or cause to be provided  
22 in an electronic format to the Claims Administrator its shareholder lists as appropriate for providing  
23 notice to the Class.

24 (b) The Claims Administrator shall cause the Postcard Notice, substantially in the  
25 form annexed hereto, to be mailed, by first class mail, postage prepaid, within twenty-eight (28)  
26 calendar days of this Order, to all Class Members who can be identified with reasonable effort by the  
27 Claims Administrator. The Postcard Notice will contain instructions on how Class Members can obtain  
28 copies of the Long Notice and the Proof of Claim.

1 (c) Within fourteen (14) days of this Order, the Long Notice shall be published on the  
2 Claims Administrator's website. The Claims Administrator shall make all reasonable efforts to give  
3 notice to nominee owners, such as brokerage firms, who purchased Twitter common stock during the  
4 Class Period for the beneficial ownership of others. Within ten (10) calendar days after receiving notice  
5 from the Claims Administrator, such nominee purchasers are directed either to provide the Claims  
6 Administrator with lists of the names and addresses of the beneficial owners or to request copies of the  
7 Postcard Notice from the Claims Administrator and send the Postcard Notice to their beneficial owners.  
8 The Claims Administrator is ordered to send the Postcard Notice promptly to all beneficial owners  
9 whose names and addresses are provided to the Claims Administrator by nominees (and the nominees  
10 may be reimbursed from the Settlement Fund for reasonable costs to provide the names and addresses to  
11 the Claims Administrator, not to exceed \$0.05 per name). The Claims Administrator shall deliver  
12 additional copies of the Postcard Notice to any nominee requesting same for the purpose of distribution  
13 by the nominee to the beneficial owners, and the nominees shall be reimbursed from the Settlement  
14 Fund in an amount not to exceed \$0.45 per Postcard Notice mailed by the nominee for the expense of  
15 mailing the Postcard Notice to beneficial owners.

16 (d) The Claims Administrator shall cause the Summary Notice to be published once  
17 in the national edition of Investor's Business Daily, and once over the GlobeNewswire, within ten (10)  
18 calendar days after the mailing of the Postcard Notice.

19 9. Lead Counsel shall, at least seven (7) calendar days before the Settlement Fairness  
20 Hearing, file with the Court and serve on the Parties proof of mailing of the Postcard Notice and proof of  
21 publication of the Long Notice and the Summary Notice.

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

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

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

6 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely  
7 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall  
8 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth  
9 therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the  
10 releases contained herein, and the Judgment. Notwithstanding the foregoing, Plaintiff's Counsel may, in  
11 their discretion, accept for processing late submitted claims so long as the distribution of the Net  
12 Settlement Fund to Authorized Claimants is not materially delayed.

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 thirty (30) calendar days prior to the date scheduled herein for the Settlement Fairness Hearing, mail a  
20 request for exclusion in written form by first class mail postmarked to the address designated in the  
21 Long Notice. Such request for exclusion shall clearly indicate the name, address and telephone number  
22 of the person seeking exclusion, that the sender requests to be excluded from the Settlement, and must  
23 be signed by such person. Such persons requesting exclusion are also directed to state the date(s),  
24 price(s), and number(s) of shares of Twitter common stock they purchased or otherwise acquired that are  
25 subject to the Action, as well as any sales of such Twitter common stock during the period from  
26 November 7, 2013 through February 18, 2014, inclusive, and to provide documentation showing proof  
27 of purchase or such other documents evidencing such acquisition(s) and, where applicable, sale(s). The  
28 request for exclusion shall not be effective unless it provides the required information and is made in

1 writing within the time stated above, or the exclusion is accepted by the Court. Class Members  
2 requesting exclusion from the Class shall not be entitled to receive any payment out of the Net  
3 Settlement Fund as described in the Stipulation and Long Notice.

4 13. The Court will consider objections to the Settlement, the Plan of Allocation, the  
5 reimbursement of Plaintiff's costs and expenses, and/or the award of attorneys' fees and expenses. Any  
6 person wanting to object may do so in writing and/or by appearing at the Settlement Fairness Hearing.  
7 To the extent any person wants to object in writing, such objections and any supporting papers,  
8 accompanied by proof of Class membership, shall be filed with the Clerk of the Court, Superior Court of  
9 the State of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, and copies  
10 of all such papers served no later than \_\_\_\_\_, 2018, which is thirty (30) calendar days prior to the  
11 date scheduled herein for the Settlement Fairness Hearing upon each of the following: (i) Laurence M.  
12 Rosen, The Rosen Law Firm, P.A., 355 South Grand Avenue, Suite 2450, Los Angeles, CA 90071, on  
13 behalf of the Plaintiff and the Class; (ii) Ronen Sarraf, Sarraf Gentile LLP, 14 Bond Street, Suite 212,  
14 Great Neck, NY 11021, on behalf of the Plaintiff and the Class; and (iii) Simona G. Strauss, Simpson  
15 Thacher & Bartlett LLP, 2475 Hanover Street, Palo Alto, CA 94304 ("Defendants' Counsel"), on behalf  
16 of the Defendants. Persons who intend to object in writing to the Settlement, the Plan of Allocation, or  
17 the request for an award of attorneys' fees and expenses and/or the request for the reimbursement of  
18 Plaintiff's time and expenses in representing the Class and desire to present evidence at the Settlement  
19 Fairness Hearing must include in their written objections copies of any exhibits they intend to introduce  
20 into evidence at the Settlement Fairness Hearing. If an objector hires an attorney to represent him, her  
21 or it for the purposes of making an objection, the attorney must both effect service of a notice of  
22 appearance on counsel listed above and file it with the Court by no later than \_\_\_\_\_, 2018. A Class  
23 Member who files a written objection does not have to appear at the Settlement Fairness Hearing for the  
24 Court to consider his, her or its objection. Any Member of the Class who does not make his, her, or its  
25 objection in the manner provided shall be deemed to have waived such objection and shall forever be  
26 foreclosed from making any objection to the fairness or adequacy of the settlement set forth in the  
27 Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and expenses to Lead Counsel  
28 and Plaintiff's reimbursement for their time and expenses.

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 reimbursement of Plaintiff's time and expenses shall  
3 be filed fourteen (14) calendar days prior to the deadline in paragraph 13 for objections to be filed. All  
4 reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness  
5 Hearing.

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

9           16. Defendants' Counsel and Plaintiff's Counsel shall promptly furnish each other with  
10 copies of any and all objections that come into their possession.

11           17. Pending final determination of whether the Settlement should be approved, the Plaintiff,  
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 Released Party.

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. In the event the  
18 Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiff nor any  
19 of his counsel shall have any obligation to repay any amounts actually and properly disbursed from the  
20 Settlement Fund 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 Plaintiff or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation,  
23 including any amendment(s) thereof, and this Preliminary Order shall be null and void, of no further  
24 force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to  
25 in any Action or proceedings by any person or entity for any purpose, and each party shall be restored to  
26 his, her or its respective position as it existed on December 8, 2017.

27           20. The Court may adjourn or continue the Settlement Fairness Hearing without further  
28 written notice.

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

IT IS SO ORDERED

Dated: \_\_\_\_\_

By: \_\_\_\_\_

HONORABLE MARIE S. WEINER  
CALIFORNIA SUPERIOR COURT JUDGE

1 Laurence M. Rosen, Esq. (SBN 219683)  
2 **THE ROSEN LAW FIRM, P.A.**  
3 355 South Grand Avenue, Suite 2450  
4 Los Angeles, California 90071  
5 Telephone: (213) 785-2610  
6 Facsimile: (213) 226-4684  
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8 *Attorneys for Plaintiffs*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

JOHNNY HOSEY, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

RICHARD COSTOLO, MIKE GUPTA, LUCA  
BARATTA, JACK DORSEY, PETER  
CHERNIN, PETER CURRIE, PETER  
FENTON, DAVID ROSENBLATT, EVAN  
WILLIAMS, GOLDMAN, SACHS & CO.,  
MORGAN STANLEY & CO. LLC, J.P.  
MORGAN SECURITIES LLC, TWITTER,  
INC., MERRILL LYNCH, PIERCE, FENNER  
& SMITH INCORPORATED, DEUTSCHE  
BANK SECURITIES INC., ALLEN &  
COMPANY LLC, and CODE ADVISORS  
LLC,

Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**NOTICE OF PROPOSED SETTLEMENT  
OF CLASS ACTION**

**EXHIBIT A-1**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Date Action Filed: Nov. 4, 2016

Trial Date: Not Set

1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTIONS**

2  
3 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR**  
4 **OTHERWISE ACQUIRED TWITTER, INC. (“TWITTER”) COMMON STOCK**  
5 **BETWEEN NOVEMBER 7, 2013 AND FEBRUARY 18, 2014, INCLUSIVE (THE**  
6 **“CLASS PERIOD”), PURSUANT OR TRACEABLE TO THE REGISTRATION**  
7 **STATEMENT FOR TWITTER’S NOVEMBER 7, 2013 INITIAL PUBLIC OFFERING.**

8  
9 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**  
10 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**  
11 **ENTIRETY.**

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

13  
14 This Notice is given pursuant to an order issued by the Superior Court of California,  
15 County of San Mateo (the “Court”). This Notice serves to inform you of the proposed settlement  
16 of the above class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness  
17 Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the  
18 Settlement, as set forth in the Stipulation and Agreement of Settlement dated April 6, 2018 (the  
19 “Stipulation”), by and between Plaintiff Johnny Hosey (“Plaintiff”), on behalf of himself and the  
20 Class (as defined below), Twitter, Inc., and current and former Twitter officers and/or directors  
21 Richard Costolo, Jack Dorsey, Peter Chernin, Peter Currie, Peter Fenton, David Rosenblatt, Evan  
22 Williams, Luca Baratta, and Mike Gupta (the “Individual Defendants,” and collectively with  
23 Twitter, “Defendants”). This Notice is intended to inform you how this lawsuit and proposed  
24 Settlement may affect your rights and what steps you may take in relation to it. This Notice is  
25 not an expression of any opinion by the Court as to the merits of the claims or defenses asserted  
26 in the lawsuit.

27 **WHAT IS THIS LAWSUIT ABOUT?**

28 **I. The Allegations**

On November 4, 2016, Plaintiff and then-plaintiff George Shillaire filed a putative class  
action complaint (the “Complaint”) in the Court, alleging violations of § 11 of the Securities Act  
of 1933 (the “1933 Act”), 15 U.S.C. § 77k, against Defendants and the underwriters of Twitter’s  
November 7, 2013 IPO, Goldman, Sachs & Co. (n/k/a Goldman Sachs & Co. LLC), Morgan  
Stanley & Co. LLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith  
Incorporated, Deutsche Bank Securities Inc., Allen & Company LLC, and Code Advisors LLC  
(the “Underwriters”), and violations of § 15 of the 1933 Act, 15 U.S.C. § 77o, against the  
Individual Defendants.<sup>1</sup>

Plaintiff alleged that Defendants omitted from Twitter’s Registration Statement (i) the  
fact that Twitter’s reliance on stock-based compensation was high relative to its peers and (ii)  
certain risks associated with that relatively high reliance. Specifically, (i) Plaintiff asserted that  
because Twitter relied in part on stock to compensate employees, any stock price drop would  
effectively result in lower compensation, which would make it more difficult for Twitter to retain  
and recruit talented employees; (ii) Plaintiff asserted that, as a result, additional employees  
would leave, Twitter’s business would suffer, the stock price would decline, and more employees

<sup>1</sup> All capitalized terms used herein have the same meaning as the terms defined in the Stipulation  
and Agreement of Settlement.

1 would leave, a cycle that would repeat until the company collapsed; and (iii) Plaintiff asserted  
2 that potential future acquirors of Twitter might be deterred from an acquisition because under the  
3 terms of Twitter's stock-based compensation program, certain restricted stock units might vest  
4 upon a change of control, making Twitter more expensive to acquire. Plaintiff alleged that  
omission of these purported risks inflated the price of the Company's stock, resulting in damages  
to Class Members when the truth was revealed. Defendants deny all of Plaintiff's allegations.

5 The Court has not ruled as to whether Defendants are liable to Plaintiff or to the Class.  
6 This Notice is not intended to be an expression of any opinion by the Court with respect to the  
7 truth of the allegations in this lawsuit or the merits of the claims or defenses asserted. This  
8 Notice is solely to advise you of the pendency of the Action and proposed Settlement thereof and  
9 your rights in connection with that Settlement.

## 10 **II. Status of the Case**

11 This lawsuit was initiated in the Superior Court of California, County of San Mateo, on  
12 November 4, 2016 under the caption *Hosey v. Costolo*, Case No. 16-cv-02228 (the "Action").  
13 The lawsuit initially named Defendants and the Underwriters as defendants. The Underwriters  
14 were dismissed from the action without prejudice pursuant to a tolling agreement on January 17,  
15 2017.

16 On January 27, 2017, Defendants filed a demurrer to the Action on the basis that Plaintiff  
17 failed to state a cause of action against them and that Plaintiff's claims were time-barred under  
18 the applicable statute of limitations. Plaintiff opposed the demurrer on February 22, 2017, and  
19 Defendants filed a reply brief on March 10, 2017. On March 17, 2017, after hearing argument,  
20 the Court overruled the demurrer as to the Section 11 claim but sustained the Individual  
21 Defendants' demurrer as to the Section 15 claim with leave to amend. Plaintiff did not thereafter  
22 amend the Complaint.

23 On April 17, 2017, Defendants filed an Answer to the Complaint. Defendants denied that  
24 they violated any laws, made any misstatements or omissions, or committed any improper acts or  
25 wrongdoing whatsoever, and they asserted numerous defenses.

26 On May 12, 2017, the Court granted a motion for voluntary dismissal without prejudice  
27 of George Shillaire, one of the two named plaintiffs.

28 On June 16, 2017, Defendants filed a motion for summary judgment on the ground that  
Plaintiff's claim was barred by the statute of limitations. On September 8, 2017, Plaintiff filed  
his opposition to Defendants' motion for summary judgment. On October 2, 2017, Defendants  
filed their reply. A hearing on the motion for summary judgment was held on October 13, 2017.  
Later that day, the Court issued an order denying the motion for summary judgment, holding that  
although the evidence could support a decision by the trier of fact in favor of Defendants on the  
affirmative defense of the statute of limitations, the Court could not resolve the statute of  
limitations issue at the summary judgment stage.

On December 8, 2017, the Parties participated in a private mediation session with Jed  
Melnick at JAMS, in New York City, New York, which concluded with an agreement in  
principle to settle this Action, the material terms of which are described herein. The entire  
Stipulation along with its exhibits can be viewed at [www.strategicclaims.net](http://www.strategicclaims.net).

Defendants have denied, and continue to deny, that they have committed any act or  
omission giving rise to any liability and/or violation of law.

1 **HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?**

2 If you purchased or otherwise acquired (or are the legal representative, heir, executor,  
3 administrator, successor or assign of a person who purchased or otherwise acquired) Twitter  
4 common stock between November 7, 2013 and February 18, 2014, inclusive, pursuant to or  
5 traceable to the Registration Statement filed with the SEC in connection with Twitter’s IPO, you  
6 are a Class Member. If you purchased or otherwise acquired Twitter stock after February 18,  
7 2014, you are not a Class Member because Twitter stock that was not issued pursuant to the  
8 Registration Statement was publicly trading by February 19, 2014, making it difficult or  
9 impossible for you to trace your stock to the Registration Statement. As set forth in the  
10 Stipulation, the following entities and individuals are excluded from the Class: (i) Twitter, (ii)  
11 the Individual Defendants, (iii) any officers and directors of Twitter, (iv) the Underwriters, and  
12 (v) all such excluded Persons’ immediate family members, legal representatives, heirs, parents,  
13 wholly-owned subsidiaries, successors, and assigns. Notwithstanding the foregoing sentence, the  
14 Class shall include any investment company or pooled investment fund, including, but not  
15 limited to, mutual fund families, exchange-traded funds, fund of funds and hedge funds, in which  
16 the Underwriters, or any of them, have, has or may have a direct or indirect interest, or as to  
17 which any Underwriter’s affiliates may act as an investment advisor, but as to which any  
18 Underwriter alone or together with any of its respective affiliates is neither a majority owner nor  
19 the holder of a majority beneficial interest.

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

13 The Settlement, if approved, will result in the creation of a settlement fund of \$2,500,000  
14 (the “Settlement Fund”). The Settlement Fund, plus accrued interest and minus the costs of this  
15 Notice and all costs associated with the administration of the Settlement Fund, as well as  
16 attorneys’ fees and expenses, and the reimbursement of Plaintiff’s cost and expenses, as  
17 approved by the Court, will be distributed to Class Members pursuant to the Plan of Allocation  
18 that is described in the next section of this Notice.

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

18 The Claims Administrator shall determine each Authorized Claimant’s *pro rata* share of  
19 the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim. **Please**  
20 **Note:** The Recognized Claim formula, set forth below, is not intended to be an estimate of the  
21 amount of what a Settlement Class Member might have been able to recover after a trial, nor is it  
22 an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement.  
23 The Recognized Claim formula is the basis upon which the Net Settlement Fund will be  
24 proportionately allocated to the Authorized Claimants. To the extent there are sufficient funds in  
25 the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the  
26 Authorized Claimant’s Recognized Claim. If, however, the amount in the Net Settlement Fund  
27 is not sufficient to permit payment of the total Recognized Claim of each Authorized Claimant,  
28 then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each  
Authorized Claimant’s Recognized Claim bears to the total Recognized Claims of all Authorized  
Claimants (*i.e.*, “*pro rata* share”). Payment in this manner shall be deemed conclusive against  
all Authorized Claimants.

26 If any funds remain in the Net Settlement Fund by reason of uncashed checks, or  
27 otherwise, after the Claims Administrator has made reasonable and diligent efforts to have  
28 Authorized Claimants who are entitled to participate in the distribution of the Net Settlement  
Fund cash their distribution checks, then any balance remaining in the Net Settlement Fund six  
(6) months after the initial distribution of such funds shall be used: (i) first, to pay any amounts  
mistakenly omitted from the initial distribution to Authorized Claimants; (ii) second, to pay any

1 additional Notice and Administration Costs incurred in administering the Settlement; and (iii)  
2 finally, to make a second distribution to Authorized Claimants who cashed their checks from the  
3 initial distribution and who would receive at least \$10.00 from such second distribution, after  
4 payment of the estimated costs or fees to be incurred in administering the Net Settlement Fund  
5 and in making this second distribution, if such second distribution is economically feasible. If  
6 six (6) months after such second distribution, if undertaken, or if such second distribution is not  
7 undertaken, any funds shall remain in the Net Settlement Fund after the Claims Administrator  
8 has made reasonable and diligent efforts to have Authorized Claimants who are entitled to  
9 participate in this Settlement cash their checks, any funds remaining in the Net Settlement Fund  
10 shall be donated to Bay Area Legal Aid.

11 **THE BASIS FOR CALCULATING YOUR RECOGNIZED CLAIM:**

12 Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund  
13 based on his, her or its Recognized Claim as compared to the total Recognized Claims of all  
14 Authorized Claimants. Recognized Claims will be calculated as follows:

15 **Only Twitter common stock purchased or acquired between November 7, 2013 and**  
16 **February 18, 2014, inclusive, will qualify as shares purchased or acquired pursuant and/or**  
17 **traceable to the Initial Public Offering (“IPO”) on November 7, 2013:**

18 For shares of Twitter common stock purchased or acquired between November 7, 2013<sup>2</sup> through  
19 February 18, 2014, inclusive, the Recognized Claim shall be calculated as follows:

- 20 A. For shares sold between November 7, 2013 and February 18, 2014, inclusive, the  
21 Recognized Claim shall be zero.
- 22 B. For shares sold between February 19, 2014 and November 4, 2016<sup>3</sup>, inclusive, the  
23 Recognized Claim shall be \$26.00 per share<sup>4</sup> (the IPO price) less the sale price per share.
- 24 C. For shares held as of the close of trading on November 4, 2016, the Recognized Claim  
25 shall be \$7.98 per share<sup>5</sup>.

26 To the extent a claimant had a trading gain or “broke even” from his, her or its overall  
27 transactions in Twitter common stock during the Class Period, the value of the Recognized  
28 Claim will be zero and the claimant will not be entitled to a share of the Net Settlement Fund. To  
the extent that a claimant suffered a trading loss on his, her or its overall transactions in Twitter  
common stock during the Class Period, but that trading loss was less than the Recognized Claim  
calculated above, then the Recognized Claim shall be limited to the amount of the claimant’s  
actual trading loss.

For purposes of calculating your Recognized Claim, the date of purchase, acquisition or  
sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or  
grant by gift, inheritance or operation of law of Twitter common stock shall not be deemed a  
purchase, acquisition or sale of Twitter common stock for the calculation of an Authorized

<sup>2</sup> November 7, 2013 is the date of the IPO for Twitter common stock.

<sup>3</sup> This is the day the initial suit was filed.

<sup>4</sup> \$26 per share is the IPO price on November 7, 2013.

<sup>5</sup> \$7.98 per share is the difference between the \$26 IPO price per share and the \$18.02 price per  
share of Twitter common stock at the close of trading on November 4, 2016.

1 Claimant's Recognized Claim. The covering purchase of a short sale is not an eligible purchase.  
2 Only shares purchased or acquired in the public market between November 7, 2013 and February  
18, 2014, inclusive, are considered eligible purchases.

3 For purposes of calculating your Recognized Claim, all purchases, acquisitions and sales  
4 shall be matched on a First-In First-Out ("FIFO") basis in chronological order. Therefore, on the  
5 Proof of Claim enclosed with this Notice, you must provide all of your purchases, acquisitions  
and sales of Twitter common stock during the time period from November 7, 2013 through and  
including November 4, 2016.

6 No distribution will be made on a claim where the potential distribution amount is less  
7 than ten dollars (\$10.00) in cash.

8 Payment pursuant to the Plan of Allocation approved by the Court shall be conclusive  
9 against all Authorized Claimants. No person shall have any claim against Defendants,  
10 Defendants' Counsel, Plaintiff, Plaintiff's Counsel or the Settlement Administrator or other agent  
11 designated by Plaintiff's Counsel based on the distributions made substantially in accordance  
12 with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further  
13 orders of the Court. Each claimant shall be deemed to have submitted to the jurisdiction of the  
14 Court with respect to the claimant's Claim Form. All persons involved in the review,  
verification, calculation, tabulation, or any other aspect of the processing of the claims submitted  
in connection with the Settlement, or otherwise involved in the administration or taxation of the  
Settlement Fund or the Net Cash Settlement Amount shall be released and discharged from any  
and all claims arising out of such involvement, and all Settlement Class Members, whether or not  
they are to receive payment from the Net Cash Settlement Amount, will be barred from making  
any further claim against the Net Settlement Fund beyond the amount allocated to them as  
provided in any distribution orders entered by the Court.

15 Defendants have taken no position with respect to the Plan of Allocation, which is a  
16 matter separate and apart from the proposed Settlement. Any decision by the Court concerning  
17 the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The  
18 Court may approve the Plan of Allocation with or without modifications agreed to among the  
Parties, or another plan of allocation, without further notice to Settlement Class Members. Any  
orders regarding a modification of the Plan of Allocation will be posted to the Claims  
Administrator's website, [www.strategicclaims.net](http://www.strategicclaims.net).

19 **DO I NEED TO CONTACT PLAINTIFF'S COUNSEL IN ORDER TO PARTICIPATE**  
20 **IN DISTRIBUTION OF THE SETTLEMENT FUND?**

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

23 Twitter, Inc. Securities Litigation  
24 c/o Strategic Claims Services  
25 Claims Administrator  
26 P.O. Box 230  
27 600 North Jackson Street – Suite 205  
28 Media, PA 19063

**THERE WILL BE NO PAYMENTS IF THE SETTLEMENT IS TERMINATED**

1 The Settlement may be terminated under several circumstances outlined in it. If the  
2 Settlement is terminated, the certification of the Class will be vacated, and the Action will  
3 proceed as if the Stipulation had not been entered into.

### 4 **WHAT ARE THE REASONS FOR SETTLEMENT?**

5 The Court has not reached any final decisions in connection with Plaintiff's claim against  
6 Defendants. Instead, Plaintiff and Defendants have agreed to this Settlement, which was reached  
7 with the substantial assistance of Jed Melnick, a highly respected mediator with extensive  
8 experience in the mediation of complex class actions. In reaching the Settlement, the Parties  
9 have sought to avoid the cost, delay and uncertainty of further litigation.

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

16 Plaintiff and Plaintiff's Counsel believe that this Settlement is fair and reasonable to the  
17 members of the Class. They have reached this conclusion for several reasons. Specifically, if  
18 the Settlement is approved, the Class will receive a significant monetary recovery. Additionally,  
19 Plaintiff's Counsel believes that the significant and immediate benefits of the Settlement, when  
20 weighed against the significant risk, delay and uncertainty of continued litigation, are an  
21 excellent result for the Class.

### 22 **WHO REPRESENTS THE SETTLEMENT CLASSES?**

23 The following attorneys are counsel for the Class:

24 Laurence M. Rosen, Esq.  
25 **THE ROSEN LAW FIRM, P.A.**  
26 355 South Grand Avenue  
27 Suite 2450  
28 Los Angeles, CA 90071  
Phone: (213) 785-2610

Ronen Sarraf, Esq.  
**SARRAF GENTILE LLP**  
14 Bond Street, Suite 212  
Great Neck, NY 11021  
Phone: (516) 699-8890

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

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

Twitter, Inc. Securities Litigation  
c/o Strategic Claims Services  
Claims Administrator  
P.O. Box 230  
600 North Jackson Street – Suite 205  
Media, PA 19063

### 28 **HOW WILL THE PLAINTIFF'S LAWYERS BE PAID?**

1 Plaintiff's Counsel will file a motion for an award of attorneys' fees and expenses that  
2 will be considered at the Settlement Fairness Hearing. Plaintiff's Counsel will apply for an  
3 award of 33 1/3% of the Settlement Fund, plus payment of expenses incurred in connection with  
4 the Action in an amount not to exceed \$150,000. In addition, Plaintiff may seek reimbursement  
5 of up to \$10,000 for time and expenses (including lost wages) incurred in representing the Class.  
6 Such sums as may be approved by the Court will be paid from the Settlement Fund. Class  
7 Members are not personally liable for any such fees or expenses.

8 The attorneys' fees and expenses requested will be the only payment to Plaintiff's  
9 Counsel for their efforts in achieving this Settlement and for their risk in undertaking this  
10 representation on a wholly contingent basis. Plaintiff's Counsel have committed significant time  
11 and expenses in litigating this case for the benefit of the Class. To date, Plaintiff's Counsel have  
12 not been paid for their services in conducting this Action on behalf of the Plaintiff and the Class,  
13 or for their expenses. The fees requested will compensate Plaintiff's Counsel for their work in  
14 achieving the Settlement. The Court will decide what constitutes a reasonable fee award and  
15 may award less than the amount requested by Plaintiff's Counsel.

### 16 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

17 Yes. If you do not want to receive a payment from this Settlement, or you want to keep  
18 the right (which you may or may not still have) to sue Defendants on your own about the legal  
19 issues in this case, then you must take steps to get out of the Class. This is called excluding  
20 yourself from, or "opting out" of, the Class.

21 To exclude yourself from the Class, you must send a letter by mail saying that you want  
22 to be excluded from the Class in the following Action: *Hosey v. Costolo*, Master File No. 16-cv-  
23 02228. Be sure to include your name, address, telephone number, and the date(s), price(s), and  
24 numbers of shares of Twitter common stock that you purchased or otherwise acquired that is  
25 subject to the Action, as well as any sales of such Twitter common stock during the period from  
26 November 7, 2013 through February 18, 2014, inclusive. You must also include documents  
27 evidencing such purchase(s) or acquisition(s) and, where applicable, sale(s), and your signature.  
28 Your exclusion request must be received no later than \_\_\_\_ \_\_, 2018 and sent to the Claims  
Administrator at:

Twitter, Inc. Securities Litigation  
c/o Strategic Claims Services  
Claims Administrator  
P.O. Box 230  
600 North Jackson Street – Suite 205  
Media, PA 19063

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

### 33 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, 34 THE REQUESTED PAYMENT OF COSTS AND EXPENSES, AND/OR THE PLAN OF 35 ALLOCATION?**

36 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether  
37 or not you object to the terms of the Settlement, you may also object to the requested attorneys'

1 fees, costs and expenses, and/or the Plan of Allocation. In order for any objection to be  
2 considered, you must file a written statement, accompanied by proof of Class membership, with  
3 the Court, Class Counsel and Defendants' Counsel at the addresses listed herein by \_\_\_\_ \_\_,  
4 2018. Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing  
5 to be heard orally at the Settlement Fairness Hearing are required to indicate in their written  
6 objection their intention to appear at the hearing and identify any witnesses they may call to  
7 testify and exhibits, if any, they intend to introduce into evidence. If you hire an attorney to  
8 represent you for the purposes of making an objection, the attorney must both effect service of a  
9 notice of appearance on counsel listed above and file it with the Court by no later than \_\_\_\_ \_\_,  
10 If you do not object in the manner described herein, you shall be deemed to have waived such  
11 obligation and shall forever be foreclosed to making any objection to the fairness or adequacy of  
12 the settlement set forth in the Stipulation, to the Plan of Allocation, and to the award of  
13 attorneys' fees and expenses to Lead Counsel and Plaintiff's Reimbursement for their time and  
14 expenses.

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

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

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

13 In order to qualify for a payment, you must timely complete and return the Proof of  
14 Claim form that accompanies this Notice. Read the instructions carefully; fill out the Proof of  
15 Claim form; sign it; and mail it postmarked no later than \_\_\_\_ \_\_, 2018. If you do not submit a  
16 timely Proof of Claim form with all of the required information, you will not receive a payment  
17 from the Settlement Fund; however, unless you expressly exclude yourself from the Class as  
18 described above, you will still be bound in all other respects by the Settlement, the Judgment,  
19 and the release contained in them.

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

19 If the Settlement is approved by the Court, the Court will enter a Judgment. If the  
20 Judgment becomes Final, all Class Members will be deemed to have, and by operation of the  
21 Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all  
22 of the Defendants and the Underwriters and each of the Defendants' and Underwriters'  
23 respective past, present or future parents, subsidiaries, agents, affiliates, divisions and joint  
24 ventures, and their respective present or former directors, officers, employees, partners,  
25 members, principals, underwriters, insurers, co-insurers, reinsurers, controlling shareholders,  
26 attorneys, accountants or auditors, advisors, consultants, banks or investment bankers, and each  
27 of their personal or legal representatives, predecessors, successors, assigns, spouses, heirs,  
28 related or affiliated entities, any entity in which a Defendant or Underwriter has a controlling  
interest, estates, executors, trusts, trustees, administrators, and assigns of each of them, in their  
capacity as such (collectively, the "Released Parties") from, and shall forever be enjoined from  
suing any or all of the Released Parties for, any and all claims, demands, disputes, rights, causes  
of action, suits, damages, or liabilities of any kind, nature, and character whatsoever, including  
without limitation "Unknown Claims" (as defined in the Stipulation), any claims for damages,  
interest, attorneys' fees, expert or consulting fees, and any and all other costs, expenses or  
liabilities whatsoever, arising out of, relating to, or in connection with (i) the purchase or sale or  
acquisition or disposition or holding of Twitter common stock, that were asserted or could have  
been asserted by Plaintiff or any member of the Class against the Released Parties, whether

1 brought under the 1933 Act, the Securities Exchange Act of 1934, any other federal statute, any  
2 state statute, or common law, or any other law, rule or regulation, and that relate to the facts,  
3 events, transactions, acts, occurrences, statements, representations, misrepresentations,  
4 omissions, and circumstances alleged in the Complaint (the "Released Claims"). "Released  
5 Claims" also includes any and all claims arising out of, relating to, or in connection with the  
6 Settlement or resolution of the Action against the Released Parties (including Unknown Claims),  
7 except claims to enforce any of the terms of the Stipulation.

8 The above description of the proposed Settlement is only a summary. The complete  
9 terms, including the definitions of the Released Parties, Released Claims, and Unknown Claims,  
10 are set forth in the Stipulation (including its exhibits), which may be obtained at  
11 www.strategicclaims.net, or by contacting Class Counsel listed on Page 6 above.

### 12 **THE SETTLEMENT FAIRNESS HEARING**

13 The Court will hold a Settlement Fairness Hearing on \_\_\_\_ \_\_, 2018 at \_\_:\_\_ .m.,  
14 before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo,  
15 Department 2, Courtroom 7A, 400 County Center, Redwood City, CA 94063, for the purpose of  
16 determining whether: (1) the Settlement of the Action for \$2,500,000 should be approved by the  
17 Court as fair, reasonable and adequate; (2) Judgment as provided under the Stipulation should be  
18 entered, dismissing the Complaint filed in the Action on the merits and with prejudice; (3) the  
19 release by the Class of the Released Claims against the Released Parties, as set forth in the  
20 Stipulation, should be provided; (4) for settlement purposes only, a class should be certified  
21 under California Code of Civil Procedure § 382; (5) to award Plaintiff's Counsel attorneys' fees  
22 and expenses out of the Settlement Fund; (6) to reimburse Plaintiff for the costs and expenses he  
23 incurred in prosecuting this action on behalf of the Class out of the Settlement Fund; and (7) the  
24 Plan of Allocation should be approved by the Court. The Court may adjourn or continue the  
25 Settlement Fairness Hearing without further notice to members of the Class.

26 Any Class Member may appear at the Settlement Fairness Hearing and be heard on any  
27 of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or  
28 its objection is made in writing and is filed, together with proof of membership in the Class and  
with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the  
Settlement Fairness Hearing, with the Court no later than \_\_\_\_ \_\_, 2018, and showing proof of  
service on the following counsel:

29  
30 Laurence M. Rosen, Esq.  
31 **THE ROSEN LAW FIRM, P.A.**  
32 355 South Grand Avenue, Suite 2450  
33 Los Angeles, CA 90071  
34 Phone: (213) 785-2610

35 Ronen Sarraf, Esq.  
36 **SARRAF GENTILE LLP**  
37 14 Bond Street, Suite 212  
38 Great Neck, NY 11021  
39 Phone: (516) 699-8890

40 *Attorneys for Plaintiff*

41 *Attorneys for Plaintiff*

42 Simona G. Strauss, Esq.  
43 **SIMPSON THACHER & BARTLETT LLP**  
44 2475 Hanover Street  
45 Palo Alto, CA 94304

46 *Attorneys for Defendants*

1 Persons who intend to object in writing to the Settlement, the Plan of Allocation, or the  
2 request for an award of attorneys' fees and expenses and/or the request for the reimbursement of  
3 Plaintiff's time and expenses in representing the Class and desire to present evidence at the  
4 Settlement Fairness Hearing must include in their written objections copies of any exhibits they  
5 intend to introduce into evidence at the Settlement Fairness Hearing. If an objector hires an  
6 attorney to represent him, her or it for the purposes of making an objection, the attorney must  
7 both effect service of a notice of appearance on counsel listed above and file it with the Court by  
8 no later than \_\_\_\_ \_\_, 2018. A Class Member who files a written objection does not have to  
9 appear at the Settlement Fairness Hearing for the Court to consider his, her or its objection.  
10 Unless otherwise directed by the Court, any Class Member who does not make his, her or its  
11 objection in the manner provided shall be deemed to have waived all objections to this  
12 Settlement and shall be foreclosed from raising (in this proceeding or on any appeal), any  
13 objection to the Settlement, and any untimely objection shall be barred.

### 8 **INJUNCTION**

9 The Court has issued an order enjoining all Class Members, and anyone who acts or  
10 purports to act on their behalf, from instituting, commencing, maintaining or prosecuting any  
11 action in any court or tribunal that asserts Released Claims against any Released Party, pending  
12 final determination by the Court of whether the Settlement should be approved.

### 12 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

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

18 Twitter, Inc. Securities Litigation  
19 c/o Strategic Claims Services  
20 Claims Administrator  
21 P.O. Box 230  
22 600 North Jackson Street – Suite 205  
23 Media, PA 19063

24 In addition, you may contact the Claims Administrator, at (866) 274-4004, if you have  
25 any questions about the Action or the Settlement.

### 24 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.**

25 Dated: \_\_\_\_\_

26 By: \_\_\_\_\_  
27 HONORABLE MARIE S. WEINER  
28 CALIFORNIA SUPERIOR COURT JUDGE

PRESORTED  
FIRST-CLASS  
MAIL U.S.  
POSTAGE PAID

**Court-Ordered Legal Notice  
Forwarding Service Requested**

*Important Notice about a Securities  
Class Action Settlement*

*You may be entitled to a payment.  
This Notice may affect your legal  
rights.*

*Please read it carefully.*

Twitter, Inc. Securities Litigation  
c/o Strategic Claims Services  
600 N. Jackson Street, Suite 205  
P.O. Box 230  
Media, PA 19063

Case No. 16-CIV-02228

Case Pending in the Superior Court of the State of  
California, County of San Mateo

[NAME 1]

[NAME 2]

[NAME 3]

[ADDRESS 1]

[ADDRESS 2]

*Twitter, Inc. Securities Litigation, Case Number 16-CIV-02228 (Cal. Super. Ct., San Mateo County)*

***THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.***

***PLEASE VISIT [WWW.STRATEGICCLAIMS.NET](http://WWW.STRATEGICCLAIMS.NET) OR CALL 1-866-274-4004 FOR MORE INFORMATION.***

A court has preliminarily approved a proposed settlement of all claims against Twitter, Inc. (“Twitter”), Richard Costolo, Jack Dorsey, Peter Chernin, Peter Currie, Peter Fenton, David Rosenblatt, Evan Williams, Luca Baratta, and Mike Gupta (collectively with Twitter, “Defendants”). The settlement resolves a class action lawsuit that alleges that, in violation of the federal securities laws, Defendants omitted material facts from the Registration Statement filed with the SEC in connection with Twitter’s November 7, 2013 Initial Public Offering. Defendants deny any wrongdoing.

You received this notice because you may have acquired Twitter common stock between November 7, 2013 and February 18, 2014, inclusive and may be a member of the settlement class. The settlement provides that, in exchange for the dismissal and release of claims against Defendants, a fund consisting of \$2,500,000, less attorneys’ fees and expenses, will be divided among settlement class members who timely submit a valid proof of claim. For a full description of the settlement and your rights, and to make a claim, please view the Stipulation and Agreement of Settlement at [www.strategicclaims.net](http://www.strategicclaims.net), and obtain a copy of the Notice and Proof of Claim and Release Form by visiting the website: [www.strategicclaims.net](http://www.strategicclaims.net) or by requesting copies from the Claims Administrator through any of the following ways: (1) mail: Twitter, Inc. Securities Litigation, c/o Strategic Claims Services, 600 N. Jackson St., Ste. 205, P.O. Box 230, Media, PA 19063; (2) call: toll free, (866) 274-4004; (3) fax: (610) 565-7985; or (4) email: [info@strategicclaims.net](mailto:info@strategicclaims.net).

To qualify for payment, you must submit a Proof of Claim, which can be found on the website [www.strategicclaims.net](http://www.strategicclaims.net). **PROOFS OF CLAIM ARE DUE BY \_\_\_\_\_, 2018 TO TWITTER, INC. SECURITIES LITIGATION, C/O STRATEGIC CLAIMS SERVICES, P.O. BOX 230, 600 N. JACKSON STREET, STE. 205, MEDIA, PA 19063.** If you do not want to be legally bound by the settlement, you must exclude yourself by \_\_\_\_\_, 2018. If you exclude yourself, you cannot get money from this settlement. If you stay in the settlement, you may object to it by \_\_\_\_\_, 2018. The Notice explains how to exclude yourself or to object.

The Court will hold a hearing in this case on \_\_\_\_\_, 2018 at \_\_:00 a.m. in Courtroom 7A at the Superior Court of California, County of San Mateo, Department 2, 400 County Center, Redwood City, CA 94063, to consider whether to approve the settlement, the plan of allocation, and a request by the plaintiff’s lawyers for up to 33 1/3% in attorneys’ fees, plus up to \$150,000 in expenses, for litigating the case and negotiating the settlement. You may, but do not have to, attend the hearing and ask to be heard by the Court. For more information, call toll-free 1-866-274-4004, or visit the website [www.strategicclaims.net](http://www.strategicclaims.net).

1 Laurence M. Rosen, Esq. (SBN 219683)  
2 **THE ROSEN LAW FIRM, P.A.**  
3 355 South Grand Avenue, Suite 2450  
4 Los Angeles, California 90071  
5 Telephone: (213) 785-2610  
6 Facsimile: (213) 226-4684  
7 Email: lrosen@rosenlegal.com

8 *Attorneys for Plaintiffs*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

JOHNNY HOSEY, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

RICHARD COSTOLO, MIKE GUPTA, LUCA  
BARATTA, JACK DORSEY, PETER  
CHERNIN, PETER CURRIE, PETER  
FENTON, DAVID ROSENBLATT, EVAN  
WILLIAMS, GOLDMAN, SACHS & CO.,  
MORGAN STANLEY & CO. LLC, J.P.  
MORGAN SECURITIES LLC, TWITTER,  
INC., MERRILL LYNCH, PIERCE, FENNER  
& SMITH INCORPORATED, DEUTSCHE  
BANK SECURITIES INC., ALLEN &  
COMPANY LLC, and CODE ADVISORS  
LLC,

Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**SUMMARY NOTICE OF PROPOSED  
SETTLEMENT OF CLASS ACTION**

**EXHIBIT A-3**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Date Action Filed: Nov. 4, 2016

Trial Date: Not Set

1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR**  
2 **OTHERWISE ACQUIRED TWITTER, INC. (“TWITTER”) COMMON STOCK**  
3 **BETWEEN NOVEMBER 7, 2013 AND FEBRUARY 18, 2014, INCLUSIVE (THE**  
4 **“CLASS PERIOD”), PURSUANT OR TRACEABLE TO THE REGISTRATION**  
5 **STATEMENT FOR TWITTER’S NOVEMBER 7, 2013 INITIAL PUBLIC OFFERING.**

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

6 YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_ \_\_, 2018 at \_\_: \_\_  
7 \_\_.m., before the Honorable Marie S. Weiner at the Superior Court of California, County of San  
8 Mateo, Department 2, Courtroom 7A, 400 County Center, Redwood City, CA 94063, to  
9 determine whether: (1) the proposed settlement (the “Settlement”) of the above-captioned action  
10 (“Action”) for \$2,500,000 should be approved by the Court as fair, reasonable and adequate; (2)  
11 Judgment as provided under the Stipulation and Agreement of Settlement (“Stipulation”) should  
12 be entered, dismissing the Action on the merits and with prejudice; (3) the release by the Class of  
13 the Released Claims against the Released Parties, as set forth in the Stipulation, should be  
14 provided; (4) for settlement purposes only, a class should be certified under California Code of  
15 Civil Procedure § 382; (5) to award Plaintiff’s Counsel attorneys’ fees and expenses out of the  
16 Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action (“Long  
17 Notice”), which is discussed below); (6) to reimburse Plaintiff for the costs and expenses he  
18 incurred in prosecuting this action on behalf of the Class out of the Settlement Fund; and (7) the  
19 Plan of Allocation should be approved by the Court. The Court may adjourn or continue the  
20 Settlement Fairness Hearing without further notice to members of the Class.

21 This Action is a securities fraud class action brought on behalf of those Persons who  
22 purchased or otherwise acquired the common stock of Twitter during the Class Period (“Class  
23 Members”), against Twitter and nine of its current and/or former officers and directors  
24 (collectively, “Defendants”) for allegedly omitting material facts from the Registration Statement  
25 filed with the SEC in connection with Twitter’s November 7, 2013 Initial Public Offering  
26 (“IPO”), resulting in damages to Class Members when the facts were revealed. Defendants deny  
27 all of Plaintiff’s allegations.



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Laurence M. Rosen, Esq.  
**THE ROSEN LAW FIRM, P.A.**  
355 South Grand Avenue, Suite 2450  
Los Angeles, CA 90071  
Phone: (213) 785-2610

Ronen Sarraf, Esq.  
**SARRAF GENTILE LLP**  
14 Bond Street, Suite 212  
Great Neck, NY 11021  
Phone: (516) 699-8890

**IF YOU WANT TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION BY \_\_\_\_ \_\_, 2018, IN THE MANNER AND FORM EXPLAINED IN THE LONG NOTICE. ALL MEMBERS OF THE CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS WILL BE BOUND BY THE SETTLEMENT ENTERED IN THE ACTION EVEN IF THEY DO NOT TIMELY FILE A PROOF OF CLAIM.**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
HONORABLE MARIE S. WEINER  
CALIFORNIA SUPERIOR COURT JUDGE

**PROOF OF CLAIM AND RELEASE**

**Deadline for Submission:** \_\_\_\_\_

IF YOU PURCHASED OR ACQUIRED THE COMMON STOCK OF TWITTER, INC. ("TWITTER") BETWEEN NOVEMBER 7, 2013 AND FEBRUARY 18, 2014, BOTH DATES INCLUSIVE (THE "SETTLEMENT CLASS PERIOD"), YOU MAY BE A "SETTLEMENT CLASS MEMBER" AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE ("PROOF OF CLAIM") AND MAIL IT BY FIRST CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, 2018, TO STRATEGIC CLAIMS SERVICES, THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Twitter, Inc. Securities Litigation  
c/o Strategic Claims Services  
Claims Administrator  
P.O. Box 230  
600 North Jackson Street – Suite 205  
Media, PA 19063

YOUR FAILURE TO SUBMIT YOUR CLAIM BY \_\_\_\_\_, 2018 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR.

**CLAIMANT'S STATEMENT**

1. I (we) purchased or otherwise acquired common stock in Twitter and was (were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase or otherwise acquire Twitter common stock during the designated Settlement Class Period).
2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member(s) as defined above and in the Notice of Proposed Settlement of Class Action (the "Long Notice"), or am (are) acting for such person(s); that I am (we are) not a Defendant(s)<sup>1</sup> in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Long Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the Long Notice; that I (we) elect to participate in the proposed Settlement described in the Long Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Settlement Class Member [e.g., as an executor, administrator, trustee, or other representative], you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)
3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the California Code of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Settlement Class Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed on the merits of the

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<sup>1</sup> Unless specifically defined herein, all capitalized terms used herein have the same meaning as the terms defined in the Stipulation and Agreement of Settlement.

Action or Settlement in connection with processing of the Proof of Claim. No discovery or investigation shall be conducted of the Defendants or the Underwriters in connection with my (our) claim.

4. I (we) have set forth where requested below all relevant information with respect to each purchase or other acquisition of Twitter common stock during the Settlement Class Period and each sale, if any, of such securities. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.
5. I (we) have enclosed photocopies of the stockbroker's confirmation slips, stockbroker's statements, or other documents evidencing each purchase, sale, acquisition or retention of Twitter common stock listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)
6. I (we) understand that the information contained in this Proof of Claim is subject to such verification as the Claims Administrator may request or as the Court may direct, and I (we) agree to cooperate in any such verification. (The information requested herein is designed to provide the minimum amount of information necessary to process most simple claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your Recognized Claim (as defined in the Long Notice). In some cases, the Claims Administrator may condition acceptance of the claim based upon the production of additional information, including, where applicable, information concerning transactions in any derivatives securities such as options.) I (we) understand that if the payment to which I (we) would be entitled to receive based on my (our) Recognized Claim is less than \$10.00, I (we) will not receive any payment because the cost of processing this Proof of Claim would exceed the value of the payment.
7. Upon the occurrence of the Court's approval of the Settlement, as detailed in the Long Notice, I (we) agree and acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete release, remise and discharge by me (us) and my (our) heirs, joint tenants, tenants in common, beneficiaries, executors, administrators, predecessors, successors, attorneys, insurers and assigns (or, if I am (we are) submitting this Proof of Claim on behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or them, and by its, his, her or their heirs, executors, administrators, predecessors, successors, and assigns) of each of the "Released Persons" of all "Released Claims," as defined in the Notice.
8. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants MUST submit a manually signed paper Proof of Claim form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at 1-866-274-4004 or visit their website at [www.strategicclaims.net](http://www.strategicclaims.net) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

**I. CLAIMANT INFORMATION**

Name		
Address		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email		
Social Security Number (for individuals)	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

**II. SCHEDULE OF TRANSACTIONS IN TWITTER COMMON STOCK**

**Purchases:**

A. Separately list each and every open market purchase or other acquisition of Twitter common stock during the period from November 7, 2013 through November 4, 2016 inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share	Total Cost (Excluding Commissions, Taxes, and Fees)

**Sales:**

B. Separately list each and every sale or other disposition of Twitter common stock during the period from November 7, 2013 through November 4, 2016, inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Price per Share	Amount Received (Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

C. State the total number of shares of Twitter common stock owned at the close of

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trading on November 4, 2016, long or short (*must be documented*).

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet.

**III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service ("I.R.S.") requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

Social Security Number (for individuals)	or	Taxpayer Identification Number (for estates, trusts, corporations, etc.)
_____		_____

**IV. CERTIFICATION**

I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY UNDER THE LAWS OF CALIFORNIA AND OF THE UNITED STATES, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE FORM IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign):

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Check here if proof of authority to file is enclosed.  
(See Item 2 under Claimant's Statement)

Date: \_\_\_\_\_

**THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN \_\_\_\_\_, 2018 AND MUST BE MAILED TO:**

Twitter, Inc. Securities Litigation  
c/o Strategic Claims Services  
Claims Administrator  
P.O. Box 230  
600 North Jackson Street – Suite 205  
Media, PA 19063

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by \_\_\_\_\_, 2018 and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

#### **REMINDER CHECKLIST**

- Please be sure to sign this Proof of Claim on page 4. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Proof of Claim or any supporting documents.
- If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.

# **EXHIBIT B**

**THE ROSEN LAW FIRM, P.A.**  
355 South Grand Avenue, Suite 2450  
Los Angeles, CA 90071  
Telephone: (213) 785-2610  
Facsimile: (213) 226-4684  
Email: lrosen@rosenlegal.com

*Attorneys for Plaintiff*  
[Additional Counsel Appear on Signature Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN MATEO

JOHNNY HOSEY, individually and on behalf of  
all others similarly situated,

Plaintiffs,

v.

RICHARD COSTOLO, MIKE GUPTA, LUCA  
BARATTA, JACK DORSEY, PETER  
CHERNIN, PETER CURRIE, PETER FENTON,  
DAVID ROSENBLATT, EVAN WILLIAMS,  
and TWITTER, INC.,

Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**JUDGMENT AND ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Date Action Filed: Nov. 4, 2016  
Trial Date: Not Set

1 WHEREAS, the Settling Parties,<sup>1</sup> through their counsel, have agreed, subject to Court approval  
2 following notice to the Class and a hearing, to settle the above-entitled action (the “Action”) upon the  
3 terms and conditions set forth in the Stipulation of Settlement dated April 6, 2018 (the “Stipulation”),  
4 which was filed with the Court, and

5 WHEREAS, on \_\_\_\_ \_\_, 2018, the Court entered its Order Preliminarily Approving Settlement  
6 and Confirming Settlement Hearing, which preliminarily approved the Settlement, and approved the  
7 form and manner of notice to the Class of the Settlement, and said notice has been made, and the  
8 Settlement Fairness Hearing having been held,

9 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and proceedings  
10 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is  
11 fair, reasonable and adequate,

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

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

15 A. This Court has jurisdiction of the subject matter of this Action and over all of the Settling  
16 Parties and all members of the Class for purposes of the Settlement;

17 B. With respect to the Class, the Court finds that

18 (i) The members of the Class are so numerous that their joinder in this Action is  
19 impracticable.

20 (ii) The Class is ascertainable because members of the Class share common  
21 characteristics that are sufficient for persons to determine whether they are members of the Class, *i.e.*,  
22 they purchased or otherwise acquired Twitter common stock pursuant or traceable to the Registration  
23 Statement issued in connection with Twitter’s IPO (the “Registration Statement”). The Class is limited  
24

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25 <sup>1</sup> As used herein, the term “Settling Parties” means (i) Plaintiff Johnny Hosey (“Plaintiff”) (on behalf of  
26 himself and each of the Class Members), by and through his counsel of record, and (ii) Defendants  
27 Twitter, Inc. (“Twitter”), Richard Costolo, Jack Dorsey, Peter Chernin, Peter Currie, Peter Fenton,  
28 David Rosenblatt, Evan Williams, Luca Baratta, and Mike Gupta (the “Individual Defendants,” and  
collectively with Twitter, “Defendants”).

1 to persons who purchased or otherwise acquired Twitter common stock issued pursuant to the  
2 Registration Statement between November 7, 2013 and February 18, 2014, inclusive, because Twitter  
3 stock that was not issued pursuant to the Registration Statement was publicly trading by February 19,  
4 2014, making it difficult or impossible for persons who purchased on or after February 19, 2014 to trace  
5 their stock to the Registration Statement.

6 (iii) There are questions of law and fact common to the Class. Those questions  
7 include whether the Defendants violated the Securities Act of 1933, whether the Registration Statement  
8 contained misstatements or omissions, whether any misstatements or omissions were material, and  
9 whether any misstatements or omissions caused harm to the members of the Class.

10 (iv) The claims of Plaintiff are typical of the claims of the Class Members. Plaintiff  
11 claims to have purchased the common stock traceable to the same Registration Statement as the  
12 members of the Class. Consequently, Plaintiff claims that he and the other members of the Class  
13 sustained damages as a result of the same misconduct by Defendants.

14 (v) Plaintiff and Plaintiff's Counsel have fairly and adequately represented and  
15 protected the interests of the Class Members. Plaintiff has no interests in conflict with absent members  
16 of the Class. The Court is satisfied that Plaintiff's Counsel are qualified and experienced and have  
17 represented the Class to the best of their abilities.

18 (vi) The questions of law or fact common to the members of the Class predominate  
19 over any questions affecting only individual members.

20 (vii) A class action is the superior means of resolving this Action.

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

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

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

27 (i) The Settlement was vigorously negotiated at arm's length by Plaintiff on behalf of  
28 the Class and by Defendants, all of whom were represented by highly experienced and skilled counsel.

1 The case settled only after: (a) a mediation conducted by an experienced mediator who was familiar  
2 with this Action; (b) Plaintiff's Counsel's extensive investigation, which included, among other things, a  
3 review of Twitter's press releases, Securities and Exchange Commission filings, analyst reports, media  
4 reports and other publicly disclosed reports and information about the Defendants; (c) the drafting and  
5 submission of a Complaint for Violation of §§ 11 and 15 of the Securities Act of 1933, of which the  
6 Section 11 claim survived Defendants' demurrer; (d) the review and analysis of non-public documents  
7 produced by Defendants and Plaintiff; and (e) extensive briefing on Defendants' motion for summary  
8 judgment on the statute of limitations issue. Accordingly, both Plaintiff and Defendants were well-  
9 positioned to evaluate the settlement value of this Action. The Stipulation has been entered into in good  
10 faith and is not collusive.

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

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

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

19 **IT IS HEREBY ORDERED THAT**

20 1. The Class, defined in the Stipulation as "all Persons that purchased or otherwise acquired  
21 Twitter common stock pursuant or traceable to Twitter's Registration Statement, with a purchase or  
22 acquisition date between November 7, 2013 and February 18, 2014, inclusive" is certified solely for  
23 purposes of this Settlement. Excluded from the Class are (i) Twitter, (ii) the Individual Defendants, (iii)  
24 any current and former officers and directors of Twitter, (iv) the Underwriters, and (v) all such excluded  
25 Persons' immediate family members, legal representatives, heirs, parents, wholly-owned subsidiaries,  
26 successors, and assigns. Notwithstanding the foregoing sentence, the Class shall include any investment  
27 company or pooled investment fund, including, but not limited to, mutual fund families, exchange-  
28 traded funds, fund of funds and hedge funds, in which the Underwriters, or any of them, have, has or

1 may have a direct or indirect interest, or as to which any Underwriter's affiliates may act as an  
2 investment advisor, but as to which any Underwriter alone or together with any of its respective  
3 affiliates is neither a majority owner nor the holder of a majority beneficial interest. Also excluded from  
4 the Class are Persons otherwise meeting the definition of Class Members who submitted valid and  
5 timely requests for exclusion from the Settlement and whose names are set forth in the attached Exhibit  
6 A to this Order.

7         2.       Persons who purchased or otherwise acquired Twitter common stock after February 18,  
8 2014 are excluded from the certified class because it will be difficult or impossible for them to trace  
9 their stock to the Registration Statement due to the commingling of publicly traded Twitter common  
10 stock that had been registered under the Registration Statement with publicly traded Twitter common  
11 stock that had not been registered under the Registration Statement on February 19, 2014.

12         3.       The Settlement on the terms set forth in the Stipulation is finally approved as fair,  
13 reasonable and adequate. The Settlement shall be consummated in accordance with the terms and  
14 provisions of the Stipulation. The Settling Parties are to bear their own costs, except as otherwise  
15 provided in the Stipulation.

16         4.       Upon the Effective Date, Plaintiff and each Class Member shall be deemed to have, and  
17 by operation of this judgment (the "Judgment") shall have, fully, finally, and forever released,  
18 relinquished, and discharged all Released Claims against the Released Parties, whether or not such Class  
19 Member executes and delivers a Proof of Claim.

20         5.       Upon the Effective Date, each of the Released Parties shall be deemed to have, and by  
21 operation of this Judgment shall have, fully, finally, and forever released Plaintiff, Plaintiff's Counsel  
22 and each and all of the Class Members from all Settled Defendants' Claims.

23         6.       All Class Members who have not made their objections to the Settlement in the manner  
24 provided in the Notice of Proposed Settlement of Class Action (the "Long Notice") are deemed to have  
25 waived any objections by appeal, collateral attack, or otherwise.

26         7.       All Class Members who have failed to properly file requests for exclusion (requests to  
27 opt out) from the Class are bound by the terms and conditions of the Stipulation and this Judgment.  
28

1           8.       The requests for exclusion, if any, by the persons or entities identified in Exhibit A to this  
2 Judgment are accepted by the Court.

3           9.       All other provisions of the Stipulation are incorporated into this Judgment as if fully  
4 rewritten herein. To the extent that the terms of this Judgment conflict with the terms of the Stipulation,  
5 the Stipulation shall control.

6           10.      Plaintiff and all Class Members are hereby barred and enjoined from instituting,  
7 commencing, maintaining, or prosecuting in any court or tribunal any of the Released Claims against  
8 any of the Released Parties.

9           11.      Neither the Stipulation nor the Settlement, nor any act performed or document executed  
10 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may  
11 be used, as a presumption, concession, or admission of, or evidence of, the validity of any Released  
12 Claim or of any wrongdoing or liability of the Defendants and the Released Parties, or (b) is or may be  
13 deemed to be, or may be used, as a presumption, concession, or admission of, or evidence of, any fault  
14 or omission of any of the Defendants and the Released Parties in any civil, criminal or administrative  
15 proceeding in any court, administrative agency or other tribunal, or (c) is or may be deemed to be an  
16 admission or evidence that any claims asserted by Plaintiff were not valid in any civil, criminal or  
17 administrative proceeding. Defendants and the Released Parties may file the Stipulation and/or this  
18 Judgment in any action that may be brought against them in order to support a defense or counterclaim  
19 based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or  
20 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

21           12.      Pursuant to and in full compliance with California law, this Court hereby finds and  
22 concludes that due and adequate notice was directed to all Persons and entities who are Class Members  
23 advising them of the Plan of Allocation and of their right to object thereto, and a full and fair  
24 opportunity was accorded to all Persons and entities who are Class Members to be heard with respect to  
25 the Plan of Allocation.

26           13.      The Court hereby finds and concludes that the formula for the calculation of the claims of  
27 Authorized Claimants, which is set forth in the Long Notice available to Class Members, provides a fair  
28 and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund established by the

1 Stipulation among Class Members, with due consideration having been given to administrative  
2 convenience and necessity.

3 14. The Court hereby awards Plaintiff's Counsel attorneys' fees of \$\_\_\_\_\_, plus expenses  
4 in the amount of \$\_\_\_\_\_, together with the interest earned thereon for the same time period and at  
5 the same rate as that earned on the Settlement Fund until paid. The Court finds that the amount of fees  
6 awarded is appropriate and that the amount of fees awarded is fair and reasonable given the contingent  
7 nature of the case and the substantial risks of non-recovery, the time and effort involved, and the result  
8 obtained for the Class.

9 15. The awarded attorneys' fees and expenses and interest earned thereon shall immediately  
10 be paid to Plaintiff's Counsel from the Settlement Fund subject to the terms, conditions, and obligations  
11 of the Stipulation, which terms, conditions and obligations are incorporated herein.

12 16. Time and expenses are awarded to Plaintiff in the amounts indicated: Johnny Hosey,  
13 \$\_\_\_\_\_. Such reimbursement is appropriate considering his active participation as Plaintiff in this  
14 Action, as attested to by the declarations submitted to the Court. Such reimbursement is to be paid from  
15 the Settlement Fund.

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

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

24 19. The Court finds that during the course of this Action, the Released Parties and their  
25 respective counsel at all times acted professionally and in compliance with California Code of Civil  
26 Procedure § 128.7, and all similar statutes or court rules with respect to any claims or defenses in this  
27 Action.

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IT IS SO ORDERED.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

HONORABLE MARIE S. WEINER  
CALIFORNIA SUPERIOR COURT JUDGE

1 Laurence M. Rosen, Esq. (SBN 219683)  
2 **THE ROSEN LAW FIRM, P.A.**  
3 355 South Grand Avenue, Suite 2450  
4 Los Angeles, CA 90071  
5 Telephone: (213) 785-2610  
6 Facsimile: (213) 226-4684  
7 Email: lrosen@rosenlegal.com

8 *Attorneys for Plaintiff*  
9 [Additional Counsel Appear on Signature Page]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SAN MATEO

12 JOHNNY HOSEY, individually and on behalf of  
13 all others similarly situated,

14 Plaintiffs,

15 v.

16 RICHARD COSTOLO, MIKE GUPTA, LUCA  
17 BARATTA, JACK DORSEY, PETER  
18 CHERNIN, PETER CURRIE, PETER FENTON,  
19 DAVID ROSENBLATT, EVAN WILLIAMS,  
20 and TWITTER, INC.,

21 Defendants.

Case No. 16-CIV-02228

CLASS ACTION

**PROOF OF SERVICE**

Assigned for All Purposes to  
Hon. Marie S. Weiner, Dept. 2

Hearing Date: May 10, 2018  
Hearing Time: 9:00 a.m.  
Hearing Judge: Hon. Marie S. Weiner  
Hearing Dept: Dept. 2

Date Action Filed: Nov. 4, 2016  
Trial Date: Not Set

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**PROOF OF SERVICE**

I, Keith Lorenze, hereby declare under penalty of perjury as follows:

I am an attorney of The Rosen Law Firm, P.A., with offices at 101 Greenwood Avenue, Suite 440, Jenkintown, PA 19046. I am over the age of eighteen.

On April 6, 2018, I served a copy of the foregoing

**PLAINTIFF'S NOTICE OF UNOPPOSED MOTION AND UNOPPOSED MOTION FOR PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS AND FOR PRELIMINARY APPROVAL OF SETTLEMENT**

**MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS AND FOR PRELIMINARY APPROVAL OF SETTLEMENT**

**DECLARATION OF LAURENCE ROSEN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS AND FOR PRELIMINARY APPROVAL OF SETTLEMENT (WITH EXHIBITS)**

on all interested parties in this action by transmitting a true copy of the document listed above by electronic mail to the email addresses listed below on this date, before 5:00 p.m., pursuant to the Stipulation Regarding Electronic and Facsimile Service filed on May 4, 2017:

<b>Party</b>	<b>Attorneys</b>	<b>Emails</b>
Defendants	Jon K. Youngwood Simona G. Strauss Jason Herrera	jyoungwood@stblaw.com sstrauss@stblaw.com Jason.herrera@stblaw.com

In addition, I served courtesy copies of the documents listed above by electronic mail and hand delivery on:

The Honorable Marie S. Weiner  
San Mateo County Superior Court  
400 County Center  
Department 2, Courtroom 2E  
Redwood City, CA 94063  
complexcivil@sanmateocourt.org

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 6, 2018.

  
\_\_\_\_\_  
Keith Lorenze