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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

CHRIS HASHEM, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH
MANGHAT, KHALIFA BIN BUTTI,
PRASHANTH SHENOY, H.J. MARK
TOMPKINS, and B.R. SHETTY,

Defendants.

Case No.: 2:20-cv-02303-CBM-MAA

(Consolidated with Case No. 2:20-cv-
02895-CBM-MAA)

**STIPULATION AND AGREEMENT
OF SETTLEMENT**

[Honorable Consuelo B. Marshall]

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (together with all Exhibits thereto, the “Stipulation”), dated as of February 17, 2022 which is entered into by and among (i) Lead Plaintiffs Chris Hashem, Shengming Huang and Abdul Razeq Abdul Ahad (“Plaintiffs”), on behalf of themselves and the Settlement Class; and B.R. Shetty (“Dr. Shetty” or “the Settling Defendant”), by and through their undersigned attorneys, states all of the terms of the settlement and resolution of this matter by the Settling Parties (as defined herein) and is intended by the Settling Parties to fully and finally release, resolve, remise, and discharge the Released Claims (as defined herein) against the Released Parties (as defined herein), subject to the approval of the United States District Court for the Central District of California (the “Court”).

Throughout this Stipulation, all terms used with initial capitalization, but not immediately defined, shall have the meanings ascribed to them in Section 1 below.

WHEREAS:

The Action

This case was commenced in this Court on March 10, 2020, styled as *Chris Hashem, v. NMC Health PLC., et al.*, No. 20-cv-02303-CBM-MAA (“Hashem Action”), alleging violations of federal securities laws by the Settling Defendant. On March 27, 2020, a purported class action complaint styled *Shengming Huang v. NMC Health PLC., et al.*, No. 2:20-cv-02895-CBM-MAA (“Huang Action”) was filed in the same Court.

On September 24, 2020, the Huang Action was consolidated with the Hashem Action. The Court also appointed Chris Hashem, Shengming Huang and Abdul Razeq Abdul Ahad as Lead Plaintiffs and approved their selection of The Rosen Law Firm, P.A. and Pomerantz LLP as Co-Lead Counsel.

1 On June 17, 2021, Plaintiffs moved for preliminary approval of a settlement
2 with another defendant in this action, H.J. Mark Tompkins.

3 On July 7, 2021, Plaintiffs filed an Amended Complaint.

4 On November 1, 2021, the Court dismissed Plaintiffs' First Amended
5 Complaint upon motion by Dr. Shetty, granting Plaintiffs leave to replead.

6 On November 2, 2021, Plaintiffs moved for preliminary approval of a settlement
7 with another defendant in this action, Prasanth Manghat.

8 On November 12, 2021, Plaintiffs filed their Second Amended Complaint. Dr.
9 Shetty's response to the Amended Complaint is currently due on February 28, 2022.

10 11 **The Settlement**

12 This Stipulation memorializes the agreement between the Settling Parties to
13 fully and finally settle the Action and to fully release all Released Claims against Dr.
14 Shetty and the Released Parties with prejudice in return for specified consideration.

15 16 **Dr. Shetty's Denial Of Wrongdoing And Liability**

17 Dr. Shetty denies any wrongdoing, fault, liability or damage to Plaintiffs and
18 the Settling Class (as defined below), denies that he engaged in any wrongdoing,
19 denies that he committed any violation of law, denies that he acted improperly in any
20 way, asserts that he acted properly at all times, asserts that the Action has no merit,
21 and that the Court lacks personal jurisdiction over him. In light, however, of the
22 uncertainty and the risk of the outcome of any litigation, especially complex securities
23 litigation, and the difficulties and substantial expense and length of time necessary to
24 defend this proceeding, Dr. Shetty has decided to enter into this Stipulation (without
25 waiver of, and preserving, all of his defenses, including as to lack of personal
26 jurisdiction). To eliminate the burden, expense and uncertainty of further litigation,
27 Dr. Shetty wishes to settle the Action against him on the terms and conditions stated
28

1 in this Stipulation and to put the Released Claims (as defined below) to rest finally and
2 forever, without in any way acknowledging (and expressly denying) any wrongdoing,
3 fault, liability or damage to Plaintiffs and the Settlement Class. Nothing in this
4 Stipulation or in the exhibits attached hereto or in any of the negotiations or
5 proceedings connected with it, shall in any way be construed or deemed to be evidence
6 of an admission or concession or waiver on the part of Dr. Shetty with respect to any
7 claim, or of any fault or liability or wrongdoing or damage whatsoever, or with respect
8 to the defenses that Dr. Shetty has asserted or may assert (all of which are expressly
9 preserved).

10 **Claims of Plaintiffs And Benefits of Settlement**

11
12 Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs,
13 however, recognize and acknowledge the expense and length of continued proceedings
14 necessary to prosecute the Action against Dr. Shetty through trial and any further
15 appeals. Plaintiffs have also taken into account the uncertain outcome and the risk of
16 any litigation, and the fact that this Settlement with a single Defendant (especially
17 when considered in conjunction with the prior settlement with Defendants Tompkins
18 and Manghat) provides a meaningful recovery to the Class while preserving claims
19 against Defendants Shenoy and Bin Butti. In particular, Plaintiffs have considered
20 potential problems of proof, questions of personal jurisdiction, and possible defenses
21 to the federal securities law violations asserted in the Action, including, but not limited
22 to, in a motion to dismiss, motion for summary judgment, motion for class certification
23 and trial. Plaintiffs have therefore determined that the Settlement set forth in this
24 Stipulation is fair, adequate, reasonable, and in the best interests of the Settlement
25 Class.

26 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by
27 and among the Plaintiffs (on behalf of themselves and each of the Settlement Class
28 Members) and Dr. Shetty (by and through his respective undersigned counsel) that,

1 subject to the approval of the Court, in consideration of the benefits flowing to the
2 Settling Parties from the Settlement set forth herein, the Action and the Released
3 Claims as against the Released Parties shall be finally and fully compromised, settled
4 and released, the Action shall be dismissed fully, finally and with prejudice as to Dr.
5 Shetty and the Released Claims shall be finally and fully released as against the
6 Released Parties, upon and subject to the terms and conditions of this Stipulation, as
7 follows:

8 **1. Definitions**

9 In addition to the terms defined above, the following capitalized terms, used in
10 this Stipulation, shall have the meanings specified below:
11

12 1.1 “Action” means the putative consolidated class action captioned *Chris*
13 *Hashem, v. NMC Health PLC, et al.*, No. 20-cv-02303-CBM-MAA (C.D. Cal.), which
14 includes both the Hashem Action and the Huang Action.

15 1.2 “Authorized Claimant” means any Settlement Class Member who is a
16 Claimant and whose claim for recovery has been allowed pursuant to the terms of this
17 Stipulation, the exhibits hereto, and any order of the Court.

18 1.3 “Award to Plaintiffs” means a requested reimbursement to Lead Plaintiffs
19 for their reasonable costs and expenses (including lost wages) directly related to Lead
20 Plaintiffs’ representation of the Settlement Class in the Action.

21 1.4 “Business Day” means any day except Saturday or Sunday or any other
22 day on which national banks are authorized by law or executive order to close in the
23 State of California.

24 1.5 “Claimant” means any Settlement Class Member who files a Proof of
25 Claim in such form and manner, and within such time, as the Court shall prescribe.

26 1.6 “Claims” means any and all manner of claims, debts, demands,
27 controversies, obligations, losses, costs, interest, penalties, fees, expenses, rights,
28 duties, judgments, sums of money, suits, contracts, agreements, promises, damages,

actions, proceedings, suits, causes of action and liabilities, of every nature, kind, type, and description whatsoever, in law or equity (including, but not limited to, any claims for damages, whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise, injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, or expenses), accrued or unaccrued, liquidated or unliquidated, fixed or contingent, asserted or unasserted, known or unknown, arising under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

1.7 "Claims Administrator" means Strategic Claims Services ("SCS") which shall administer the Settlement.

1.8 "Defendants" means NMC Health PLC, Prasanth Manghat, Khalifa Bin Butti, Prashanth Shenoy, H.J. Mark Tompkins, and B.R. Shetty.

1.9 "Defense Counsel" means Chassman & Seelig LLP and Meister Seelig & Fein LLP.

1.10 "Effective Date" shall have the meaning set forth in ¶ 10.3 of this Stipulation.

1.11 "Escrow Account" means an interest-bearing account maintained by the Escrow Agent (as defined below).

1.12 "Escrow Agent" means SCS or its appointed agents or successors.

1.13 "Final" when referring to the Partial Final Judgment means exhaustion of all possible appeals, meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time for appeal or review of the Partial Final Judgment, and (ii) if an appeal or request for review is filed, the day after the date the last-taken appeal or request for review is dismissed, or the Partial Final Judgment is upheld on appeal or review in all material respects, and is not subject to further review on appeal or by certiorari or otherwise; provided, however, that no order of the Court or modification or reversal on appeal or any other order relating solely to the amount, payment, or allocation of attorneys' fees and expenses or to the Plan of Allocation

1 shall constitute grounds for cancellation or termination of this Settlement or affect its
2 terms, including the release in ¶ 6.1 hereof, or shall affect or delay the date on which
3 the Partial Final Judgment becomes Final.

4 1.14 "Partial Final Judgment" means the order and judgment to be entered by
5 the Court finally approving the Settlement and dismissing the Action with prejudice
6 as to Dr. Shetty, materially in the form attached hereto as Exhibit B.

7 1.15 "Lead Plaintiffs" means Chris Hashem, Shengming Huang and Abdul
8 Razeq Abdul Ahad.

9 1.16 "Co-Lead Counsel" means The Rosen Law Firm, P.A. and Pomerantz
10 LLP.

11 1.17 "Notice" refers to the "Notice of Pendency and Proposed Partial
12 Settlement of Class Action," which is to be posted to the settlement website
13 substantially in the form attached hereto as Exhibit A-1. "Postcard Notice" refers to
14 the mailed form of notice substantially in the form attached hereto as Exhibit A-4.
15 "Summary Notice" refers to the newswire form of notice substantially in the form
16 attached hereto as Exhibit A-2.

17 1.18 "Opt-Out" means any one of, and "Opt-Outs" means all of, any Persons
18 who otherwise would be Settlement Class Members and have timely and validly
19 requested exclusion from the Settlement Class in accordance with the provisions of
20 the Preliminary Approval Order and the Notice given pursuant thereto.

21 1.19 "Person" means an individual, corporation, fund, limited liability
22 corporation, professional corporation, limited liability partnership, partnership, limited
23 partnership, association, joint stock company, estate, legal representative, trust,
24 unincorporated association, government or any political subdivision or agency thereof,
25 and any business or legal entity and their spouses, heirs, predecessors, successors,
26 representatives, or assigns.

27 1.20 "Plan of Allocation" means a plan or formula for allocating the
28 Settlement Fund to Authorized Claimants after payment of Administrative Costs,

1 Taxes and Tax Expenses, and such attorneys' fees, costs, and expenses as may be
2 awarded by the Court. Any Plan of Allocation is not a condition to the effectiveness
3 of this Stipulation, and the Released Parties shall have no responsibility or liability
4 with respect thereto.

5 1.21 "Plaintiffs" means Lead Plaintiffs.

6 1.22 "Preliminary Approval Order" means the proposed order preliminarily
7 approving the Settlement and directing notice thereof to the Settlement Class
8 substantially in the form attached hereto as Exhibit A.

9 1.23 "Proof of Claim" means the Proof of Claim and Release Form to be
10 submitted by Claimants, substantially in the form attached hereto as Exhibit A-3. The
11 Settling Parties expressly agree that the Claims Administrator, in their discretion, may
12 accept any previously valid proofs of claim submitted by Settlement Class Members
13 in connection with the Tompkins or Manghat settlements as Proofs of Claim for this
14 Settlement, except if the Claimant has opted out of this Settlement.

15 1.24 "Related Parties" means, with respect to (i) each Released Party or (ii)
16 Lead Plaintiffs and Settlement Class Members, the immediate family members, heirs,
17 executors, trustees, administrators, successors, assigns, and present and former
18 employees, officers, directors, attorneys, legal representatives, contractors,
19 accountants, insurers, reinsurers, managers, and agents of each of them, and any
20 person or entity which is or was related to or affiliated with any Released Party or
21 Lead Plaintiffs or Settlement Class Members or in which any Released Party or Lead
22 Plaintiffs or Settlement Class Members has a controlling interest, and the present,
23 former and future direct and indirect parents, subsidiaries, divisions, affiliates,
24 predecessors, successors, and the employees, officers, directors, attorneys, assigns,
25 legal representatives, insurers, reinsurers, managers, and agents of each of them.

26 1.25 "Released Claims" means and includes any and all Claims (including
27 Unknown Claims as defined in ¶ 1.38), demands, rights, liabilities, and causes of
28 action of every nature, kind, type, and description whatsoever (including, but not

1 limited to, any claims for damages, restitution, rescission, interest, attorneys' fees,
2 expert or consulting fees, and any other costs, expenses, or liability whatsoever),
3 whether based on federal, state, local, statutory or common law or any other law, rule
4 or regulation, whether known or unknown, contingent or absolute, mature or
5 immature, discoverable or undiscoverable, whether concealed or hidden, suspected or
6 unsuspected, which now exist, or heretofore have existed, asserted or that could have
7 been asserted by or on behalf of any of the Releasing Parties, in any capacity, arising
8 out of or relating in any way to: (i) the purchase, acquisition, or sale of NMC Health
9 PLC ADS securities during the Class Period (defined in 1.31 below); or (ii) to any and
10 all of the allegations, transactions, acts, facts, matters, occurrences, disclosures,
11 statements, filings, representations, omissions, or events that relate to the claims in the
12 Action or which were or could have been alleged or asserted in the Action.
13 Notwithstanding the foregoing, "Released Claims" does not include claims to enforce
14 the terms of this Stipulation or orders or judgments issued by the Court in connection
15 with this Settlement.

16 1.26 "Released Parties" means Dr. Shetty, his legal representatives, heirs,
17 successors in interest or assigns, attorneys, accountants, advisors, consultants, heirs,
18 representatives, agents, insurers, reinsurers, or any person, firm, trust, corporation or
19 other entity in which Dr. Shetty has a controlling interest or of which Dr. Shetty is a
20 beneficiary.

21 1.27 "Releasing Parties" means jointly and severally, individually and
22 collectively, Plaintiffs, each and every Settlement Class Member, each of their
23 respective present, former and future direct and indirect parent entities, associates,
24 affiliates, subsidiaries, predecessors, successors, and the officers, directors, attorneys,
25 assigns, legal representatives, and agents of each of them, each of their respective
26 officers, directors, attorneys, legal representatives, and agents, and any person or entity
27 which is or was related to or affiliated with any Releasing Party or in which any
28 Releasing Party has a controlling interest, and each of their respective immediate

1 family members, heirs, representatives, administrators, executors, trustees, successors,
2 assigns, devisees, legatees, and estates.

3 1.28 “Settlement” means the settlement contemplated by this Stipulation.

4 1.29 “Settlement Administration Costs” means all costs and expenses
5 associated with providing notice of the Settlement to the Settlement Class and
6 otherwise administering or carrying out the terms of the Settlement. Such costs may
7 include, without limitation: the costs of publishing the Summary Notice (having
8 substantially the same text as Exhibit A-2), the costs of printing and mailing the
9 Postcard Notice and Proof of Claim, as directed by the Court, the cost of maintaining
10 a Settlement website, and the costs of allocating and distributing the Net Settlement
11 Fund (as defined in ¶ 7.2) to the Authorized Claimants. Such costs do not include legal
12 fees.

13 1.30 “Settlement Amount” means the sum of \$300,000 (Three Hundred
14 Thousand U.S. Dollars). The Settlement Amount includes all Settlement
15 Administration Costs, Co-Lead Counsel’s attorneys’ fees and expenses (as allowed by
16 the Court), Award to Plaintiffs (as allowed by the Court), Settlement Class Member
17 benefits, as well as any other costs, expenses, or fees of any kind whatsoever associated
18 with the Settlement.

19 1.31 “Settlement Class” means all Persons that purchased or acquired NMC
20 Health PLC ADS securities between March 13, 2016, and March 10, 2020, both dates
21 inclusive (the “Class Period”) excluding: (i) Defendants; (ii) current and former
22 officers and directors of NMC Health and any other Released Party defined in ¶ 1.26;
23 (iii) the Persons deemed Related Parties to the Released Parties as defined in ¶ 1.24;
24 (iv) the respective spouses, children, or parents of any Person excluded under
25 subparagraphs (i) through (iii) of this paragraph; (v) any Person more than 5% owned
26 or directly or indirectly controlled by any Person excluded under subparagraphs (i)
27 through (iv) of this paragraph or any trust of which such a Person is a beneficiary or
28 of which any Person is related or affiliated to a beneficiary or a trustee; (vi) the

1 respective heirs, successors, trustees and assigns of any Person excluded under
2 paragraphs (i) through (v); and (vii) those Persons who file valid and timely requests
3 for exclusion in accordance with the Court's Order of Preliminary Approval of
4 Settlement ("Preliminary Approval Order"). Plaintiffs may take discovery to
5 determine whether any claimant is an excluded Person.

6 1.32 "Settlement Class Member" means any one of, and "Settlement Class
7 Members" means all of, the members of the Settlement Class.

8 1.33 "Settlement Class Period" means the period from March 13, 2016, and
9 March 10, 2020, both dates inclusive.

10 1.34 "Settlement Fund" means all funds transferred to the Escrow Account
11 pursuant to this Stipulation and any interest or other income earned thereon.

12 1.35 "Settlement Hearing" means the hearing at or after which the Court will
13 make a final decision pursuant to Rule 23 of the Federal Rules of Civil Procedure as
14 to whether the Settlement contained in the Stipulation is fair, reasonable, and adequate,
15 and therefore, should receive final approval from the Court.

16 1.36 "Settling Defendant" or "Dr. Shetty" means B.R. Shetty.

17 1.37 "Settling Party" means any one of, and "Settling Parties" means all of,
18 the parties to the Stipulation, namely Settling Defendant and Plaintiffs (on behalf of
19 themselves and the Settlement Class).

20 1.38 "Unknown Claims" means and includes any and all Claims that one or
21 more Releasing Parties does not know or suspect to exist in his, her or its favor at the
22 time of the release of the Released Parties. This includes Claims which, if known by
23 him, her or it, might have affected his, her or its settlement with and release of the
24 Released Parties, or might have affected his, her or its decision(s) with respect to the
25 Settlement and the Released Claims, including his, her, or its decision to object or not
26 to object to this Settlement. The Settling Parties expressly acknowledge, and the
27 Releasing Parties by operation of the Partial Final Judgment, shall have, and shall be
28 deemed to have expressly waived and relinquished any and all provisions, rights, and

1 benefits conferred by any law of any state or territory of the United States or any other
2 jurisdiction, or principle of common law that is, or is similar, comparable, or
3 equivalent to California Civil Code ¶ 1542, which provides:

4 *A general release does not extend to claims that the creditor or*
5 *releasing party does not know or suspect to exist in his or her*
6 *favor at the time of executing the release and that, if known by*
7 *him or her, would have materially affected his or her settlement*
8 *with the debtor or released party.*

9 Plaintiffs, Releasing Parties, or Released Parties may hereafter discover facts,
10 legal theories, or authorities in addition to or different from those which he, she or it
11 now knows or believes to be true with respect to the subject matter of the Released
12 Claims, but Plaintiffs expressly, fully, finally, and forever settle and release, and each
13 other Releasing Party and Released Party shall be deemed to have settled and released,
14 and upon the Effective Date and by operation of the Partial Final Judgment, shall have
15 settled and released, fully, finally, and forever, any and all Released Claims, without
16 regard to the subsequent discovery or existence of such different or additional facts,
17 legal theories, or authorities. The Settling Parties expressly acknowledge, and each
18 other Releasing Party and Released Party by operation of law shall be deemed to have
19 acknowledged, that the inclusion of “Unknown Claims” in the definition of Released
20 Claims was separately bargained for and a material element of the Settlement.

21 **2. The Settlement Consideration**

22 2.1 In consideration of the full and final release, settlement and discharge of
23 all Released Claims against the Released Parties, Dr. Shetty shall (subject to ¶ 10.3)
24 make a payment of \$300,000 into the Escrow Account on or before the later of: (i)
25 within fourteen (14) calendar days after the Court has entered the Preliminary
26 Approval Order, and (ii) ten (10) calendar days after Dr. Shetty’s counsel receives
27 from Co-Lead Counsel wire instructions (that include the bank name, ABA routing
28 number, account name, and number of the Escrow Account) and a signed W-9 form
reflecting a valid taxpayer identification number for the qualified settlement fund into

1 which the Settlement Amount is to be deposited.

2 2.2 Under no circumstances will Dr. Shetty or any insurer of Dr. Shetty be
3 required to pay, or cause payment of, more than the Settlement Amount pursuant to
4 this Stipulation and the Settlement for any reason whatsoever, including, without
5 limitation, as compensation to any Settlement Class Member, as payment of attorneys'
6 fees and expenses awarded by the Court, in payment of any fees or expenses incurred
7 by any Settlement Class Member or Co-Lead Counsel, or as interest on the Settlement
8 Amount of any kind and relating to any time period (including prior to the payment of
9 the Settlement Amount into the Escrow Account).

10 **3. Handling And Disbursement Of Funds By The**
11 **Escrow Agent**

12 3.1 No monies will be disbursed from the Settlement Fund until after the
13 Effective Date except:

14 (a) As provided in ¶ 3.3 below;

15 (b) As provided in ¶ 8.2 below;

16 (c) As provided in ¶ 10.9 below, if applicable; and

17 (d) To pay Taxes and Tax Expenses (as defined in ¶ 4.1 below)

18 on the income earned by the Settlement Fund. Taxes and Tax Expenses shall be paid
19 out of the Settlement Fund and shall be considered to be a cost of administration of
20 the Settlement and shall be timely paid by the Escrow Agent without prior Order of
21 the Court.

22 3.2 The Escrow Agent shall invest the Settlement Fund in short term
23 instruments backed by the full faith and credit of the United States Government or
24 fully insured by the United States Government or an agency thereof, and shall reinvest
25 the proceeds of these instruments as they mature in similar instruments at their then-
26 current market rates. The Escrow Agent shall bear all responsibility and liability for
27 managing the Escrow Account and cannot assign or delegate its responsibilities
28 without approval of the Settling Parties and any insurer (if applicable). Dr. Shetty, his

1 counsel, his insurer (if applicable), and all other Released Parties shall have no
2 responsibility for, interest in, or any liability whatsoever with respect to any
3 investment or management decisions executed by the Escrow Agent. The Settlement
4 Fund shall bear all risks related to the investments of the Settlement Amount in
5 accordance with the guidelines set forth in this ¶ 3.2.

6 3.3 The Escrow Agent shall not disburse the Settlement Fund except as
7 provided in this Stipulation, by an order of the Court, or with the written agreement of
8 counsel for Dr. Shetty. However, up to \$25,000 of the Settlement Fund may be
9 advanced to the Claims Administrator for Settlement Administration Costs without
10 further order or action.

11 4. Taxes

12 4.1 The Settling Parties agree to treat the Settlement Fund as being at all times
13 a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1.
14 In addition, Co-Lead Counsel or their designee shall timely make such elections as
15 necessary or advisable to carry out the provisions of this ¶ 4.1, including the “relation-
16 back election” (as defined in Treasury Regulation § 1.468B-1) back to the earliest
17 permitted date. Such elections shall be made in compliance with the procedures and
18 requirements contained in such regulations. It shall be the responsibility of Co-Lead
19 Counsel or their designee to timely and properly prepare and deliver the necessary
20 documentation for signature by all necessary parties, and thereafter to cause the
21 appropriate filing to occur.

22 (a) For purposes of § 1.468B of the Internal Revenue Code of 1986,
23 as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder, the
24 “administrator” shall be Co-Lead Counsel or their designee. Co-Lead Counsel or their
25 designee shall timely and properly file all informational and other tax returns necessary
26 or advisable with respect to the Settlement Fund (including without limitation the
27 returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the
28 election described in this ¶ 4.1) shall be consistent with this ¶ 4.1 and in all events shall

1 reflect that all Taxes (including any estimated Taxes, interest or penalties) on the
2 income earned by the Settlement Fund shall be paid out of the Settlement Fund.

3 (b) All Taxes (including any estimated Taxes, interest or penalties)
4 arising with respect to the income earned by the Settlement Fund, including any Taxes
5 or tax detriments that may be imposed upon Dr. Shetty or his counsel or any insurer
6 of Dr. Shetty with respect to any income earned by the Settlement Fund for any period
7 during which the Settlement Fund does not qualify as a “qualified settlement fund” for
8 federal or state income tax purposes (“Taxes”), and all expenses and costs incurred in
9 connection with the operation and implementation of this ¶ 4.1 (including, without
10 limitation, expenses of tax attorneys and/or accountants and mailing and distribution
11 costs and expenses or penalties relating to filing (or failing to file) the returns described
12 in this ¶ 4.1) (“Tax Expenses”), shall be paid out of the Settlement Fund, as
13 appropriate. Dr. Shetty, his counsel, any insurer of Dr. Shetty (if applicable) and all
14 other Released Parties shall have no liability or responsibility for the Taxes or the Tax
15 Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of
16 administration of the Settlement and shall be timely paid out of the Settlement Fund
17 without prior order from the Court. The Escrow Agent shall be obligated
18 (notwithstanding anything herein to the contrary) to withhold from distribution to
19 Authorized Claimants any funds necessary to pay such amounts, including the
20 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any
21 amounts that may be withheld under Treasury Regulation § 1.468B-2(1)(2)). Dr.
22 Shetty, his counsel, any insurer of Dr. Shetty and all other Released Parties shall have
23 no responsibility for, interest in, or any liability whatsoever with respect to the
24 foregoing provided in this ¶ 4.1. The Settling Parties agree to cooperate with each
25 other, and their tax attorneys and accountants, to the extent reasonably necessary to
26 carry out the provisions of this ¶ 4.1.

27 **5. Preliminary Approval Order, Notice Order, And**
28 **Settlement Hearing**

1 5.1 No later than seven (7) days after the full execution of this Stipulation,
2 Co-Lead Counsel shall submit this Stipulation and its exhibits to the Court and shall
3 apply for preliminary approval of the Settlement set forth in this Stipulation, entry of
4 a Preliminary Approval Order approving the website posting of the Notice and Proof
5 of Claim, the publication via newswire of a Summary Notice, and the mailing and
6 dissemination of a Postcard Notice, substantially in the form of Exhibits A, A-1, A-2,
7 A-3 and A-4. The Postcard Notice (Exhibit A-4) and Summary Notice (Exhibit A-2)
8 shall direct Class Members to the Settlement website and the Notice, which shall
9 include the general terms of the Settlement and the provisions of the Plan of
10 Allocation, and shall set forth the procedure by which recipients of the Notice may
11 object to the Settlement or the Plan of Allocation or request to be excluded from the
12 Settlement Class. The date and time of the Settlement Hearing shall be added to the
13 Notice, Postcard Notice and Summary Notice before they are mailed or otherwise
14 provided to Settlement Class Members. Dr. Shetty shall not object to, or have any
15 responsibility for, Co-Lead Counsel's proposed Plan of Allocation.

16 5.2 At the time of the submission described in ¶ 5.1 hereof, the Settling
17 Parties, through their counsel, shall jointly request that, after the Notice is provided,
18 the Court hold the Settlement Hearing and (i) approve the Settlement as set forth herein
19 and (ii) enter a final order and judgment (the Partial Final Judgment) substantially in
20 the form of Exhibit B hereto, as promptly after the Settlement Hearing as possible.

21 **6. Releases And Covenants Not To Sue**

22 6.1 Upon the Effective Date, the Releasing Parties, on behalf of themselves,
23 their successors and assigns, and any other Person claiming (now or in the future)
24 through or on behalf of them, regardless of whether any such Releasing Party ever
25 seeks or obtains by any means, including without limitation by submitting a Proof of
26 Claim, any disbursement from the Settlement Fund, shall be deemed to have, and by
27 operation of the Partial Final Judgment shall have, fully, finally, and forever released,
28 relinquished, and discharged all Released Claims against the Released Parties and shall

1 have covenanted not to sue the Released Parties with respect to all such Released
2 Claims, and shall be permanently barred and enjoined from asserting, commencing,
3 prosecuting, instituting, assisting, instigating, or in any way participating in the
4 commencement or prosecution of any action or other proceeding, in any forum,
5 asserting any Released Claim, in any capacity, against any of the Released Parties.
6 Nothing contained herein shall, however, bar the Releasing Parties from bringing any
7 action or claim to enforce the terms of this Stipulation or the Partial Final Judgment..

8 6.2 Upon the Effective Date, and by operation of the Partial Final Judgment,
9 all Persons (including, without limitation, the non-settling Defendants) shall be barred,
10 enjoined and restrained from instituting, commencing, prosecuting or asserting any
11 claim for contribution or indemnity, however denominated, against the Released
12 Parties, arising out of or related to the claims or allegations asserted by Plaintiffs in
13 the Action. Any Person so enjoined, barred or restrained shall be entitled to appropriate
14 judgment reduction pursuant to 15 U.S.C. § 78u-4(f)(7),(8)). The Partial Final
15 Judgment shall also bar all claims by the Released Parties against all Persons,
16 including but not limited to other Defendants, for indemnity or contribution, however
17 denominated, seeking the recovery of all or any part of the Settlement Amount or the
18 cost of defending the Action.

19 **7. Administration And Calculation Of Claims, Final**
20 **Awards And Supervision And Distribution Of The Settlement**
21 **Fund**

22 7.1 Under the supervision of Co-Lead Counsel, acting on behalf of the
23 Settlement Class, and subject to such supervision and direction of the Court as may be
24 necessary or as circumstances may require, the Claims Administrator shall administer
25 and calculate the claims submitted by Settlement Class Members and shall oversee
26 distribution of the Net Settlement Fund (as defined below) to Authorized Claimants.

27 7.2 The Settlement Fund shall be applied as follows:

28 (a) To pay the Taxes and Tax Expenses described in ¶ 4.1

1 above;

2 (b) To pay Settlement Administration Costs;

3 (c) To pay Co-Lead Counsel attorneys' fees with interest
4 and expenses and payments to the Plaintiffs for reimbursement of their time and
5 expenses (the "Fee and Expense Award"), to the extent allowed by the Court; and

6 (d) To distribute the balance of the Settlement Fund, that
7 is, the Settlement Fund less the items set forth in ¶ 7.2(a), (b), and (c) hereof (the "Net
8 Settlement Fund"), plus all accrued interest, to the Authorized Claimants as allowed
9 by this Stipulation, the Plan of Allocation, or the Court.

10 7.3 Upon and after the Effective Date, the Net Settlement Fund shall be
11 distributed to Authorized Claimants in accordance with the terms of the Plan of
12 Allocation set forth in the Notice and any orders of the Court.

13 7.4 This is not a claims-made settlement, and if all conditions of the
14 Stipulation are satisfied and the Partial Final Judgment becomes Final, no portion of
15 the Settlement Fund will be returned to Dr. Shetty or any insurer of Dr. Shetty. Dr.
16 Shetty, his counsel, any insurer of Dr. Shetty and all other Released Parties shall have
17 no responsibility for, involvement in, interest in, or liability whatsoever with respect
18 to the investment or distribution of the Net Settlement Fund, the Plan of Allocation,
19 the determination, administration, or calculation of claims, the payment or withholding
20 of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person
21 shall have any claims against Co-Lead Counsel, the Claims Administrator or any other
22 agent designated by Co-Lead Counsel based on distribution determinations or claim
23 rejections made substantially in accordance with this Stipulation and the Settlement
24 contained herein, the Plan of Allocation, or orders of the Court. Co-Lead Counsel shall
25 have the right, but not the obligation, to waive what they deem to be formal or technical
26 defects in any Proofs of Claim filed, where doing so is in the interest of achieving
27 substantial justice.

28 7.5 It is understood and agreed by the Settling Parties that any proposed Plan

1 of Allocation of the Net Settlement Fund including, but not limited to, any adjustments
2 to an Authorized Claimant's claim set forth therein, is not a condition of this
3 Stipulation and is to be considered by the Court separately from the Court's
4 consideration of the fairness, reasonableness, and adequacy of the Settlement set forth
5 in this Stipulation. Any order or proceedings relating to the Plan of Allocation, or any
6 appeal from any order relating thereto or reversal or modification thereof, shall not
7 operate to modify, terminate or cancel this Stipulation, or affect or delay the finality
8 of the Partial Final Judgment and the releases contained therein, or any other orders
9 entered pursuant to this Stipulation.

10 7.6 If any funds remain in the Net Settlement Fund by reason of uncashed
11 checks or otherwise, then, after the Claims Administrator has made reasonable and
12 diligent efforts to have Settlement Class Members who are entitled to participate in
13 the distribution of the Net Settlement Fund cash their distribution checks, any balance
14 remaining in the Net Settlement Fund six (6) months after the initial distribution of
15 such funds shall be re-distributed, after payment of any unpaid costs or fees incurred
16 in administering the Net Settlement Fund for such redistribution, to Settlement Class
17 Members who have cashed their checks and who would receive at least \$10.00 from
18 such re-distribution. If any funds shall remain in the Net Settlement Fund six months
19 after such re-distribution, then such balance shall be contributed to a non-sectarian
20 charity or any not-for-profit successor of it chosen by Co-Lead Counsel, with the
21 approval of the Court.

22 8. Co-Lead Counsel's Attorneys' Fees And 23 Reimbursement Of Expenses

24 8.1 Co-Lead Counsel may submit an application or applications (the "Fee and
25 Expense Application") for distributions from the Settlement Fund to Lead Counsel for:
26 (i) an award of attorneys' fees with interest from the Settlement Fund; (ii)
27 reimbursement of actual costs and expenses, including the fees and expenses of any
28 experts or consultants, incurred in connection with prosecuting the Action; and (iii)

1 the Award to Plaintiffs.

2 8.2 Except as otherwise provided in this paragraph, the attorneys' fees and
3 expenses awarded by the District Court shall be paid to Co-Lead Counsel from the
4 Settlement Fund within five (5) calendar days after the date the Court enters the Partial
5 Final Judgment and an order awarding such fees and expenses, notwithstanding any
6 objections to or appeals of such order or of the Partial Final Judgment. In the event
7 that the Effective Date does not occur, or the Partial Final Judgment is reversed or
8 modified in any way that affects the award of attorneys' fees and expenses, or the
9 Stipulation is terminated for any other reason, then Co-Lead Counsel shall be jointly
10 and severally obligated to refund to the Escrow Account, within ten (10) Business
11 Days from receiving notice from Defendants' counsel or from a court of appropriate
12 jurisdiction, either the full amount of the fees and expenses or an amount consistent
13 with any modification of the Partial Final Judgment with respect to the fee and
14 Expense Award. Co-Lead Counsel agree that the law firms and its partners and/or
15 shareholders are subject to jurisdiction of the Court for the purpose of enforcing the
16 provisions of this paragraph, and shall be jointly and severally liable for repayment of
17 all attorneys' fees and expenses awarded by the Court. Any Award to Plaintiffs shall
18 not be paid from the Settlement Fund until after the Effective Date.

19 8.3 The procedure for, and allowance or disallowance by the Court of, the
20 Fee and Expense Application are not a condition of the Settlement set forth in this
21 Stipulation and are to be considered by the Court separately from the Court's
22 consideration of the fairness, reasonableness, and adequacy of the Settlement set forth
23 in this Stipulation. Any order or proceeding relating to the Fee and Expense
24 Application, or any objection to, motion regarding, or appeal from any order or
25 proceeding relating thereto or reversal or modification thereof, shall not operate to
26 modify, terminate or cancel this Stipulation, or affect or delay the finality of the Partial
27 Final Judgment or the releases contained therein or any other orders entered pursuant
28 to this Stipulation.

8.4 Any award of attorneys' fees and interest and/or expenses to Co-Lead Counsel or Award to Plaintiffs shall be paid solely from the Settlement Fund and will reduce the settlement consideration paid to the Settlement Class accordingly. Dr. Shetty shall not have any responsibility for payment of Co-Lead Counsel's attorneys' fees and interest, expenses, or other awards to Lead Plaintiffs. The Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payments to Co-Lead Counsel, Plaintiffs, the Settlement Class and/or any other Person who receives payment from the Settlement Fund.

9. Class Certification

9.1 In the Partial Final Judgment, the Settlement Class shall be certified for purposes of this Settlement, but in the event that the Partial Final Judgment does not become Final or the Settlement fails to become effective for any reason, all Settling Parties reserve all their rights on all issues, including class certification. For purposes of this settlement only, in connection with the Partial Final Judgment, Settling Defendant shall not oppose (i) the appointment of Plaintiffs as the class representatives, (ii) the appointment of Co-Lead Counsel as class counsel, and (iii) the certification of the Settlement Class pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure for purposes of this Settlement.

10. Conditions Of Settlement, Effect of Disapproval, Cancellation Or Termination

10.1 Plaintiffs, on behalf of the Settlement Class, and Dr. Shetty shall each have the right to terminate the Settlement and the Stipulation by providing written notice of his or its election to do so (“Termination Notice”) to all other Settling Parties within seven (7) business days of:

- (i) entry of a Court order declining to enter the Preliminary Approval Order in any material respect;
- (ii) entry of a Court order refusing to approve this Stipulation in any material respect;

1 (iii) entry of a Court order declining to enter the Partial Final Judgment (in
2 the form attached hereto as Exhibit B) in any material respect;

3 (iv) entry of a Court order refusing to dismiss the Action with prejudice as to
4 Dr. Shetty;

5 (v) entry of an order by which the Partial Final Judgment is modified or
6 reversed in any material respect by any appeal or review;

7 (vi) failure on the part of any Settling Party to abide, in material respect, with
8 the terms of this Stipulation. In the absence of any of the events enumerated in the
9 preceding sentence, ¶ 10.2, ¶ 10.3, ¶ 10.5, ¶ 10.6 or ¶ 10.7, no Settling Party shall have
10 the right to terminate the Stipulation for any reason.

11 10.2 If the Settlement Amount is not paid into the Escrow Account in
12 accordance with ¶ 2.1 of this Stipulation, then Plaintiffs, on behalf of the Settlement
13 Class, and not Dr. Shetty (other than in accordance with ¶ 10.3), shall have the right
14 to (a) terminate the Settlement and Stipulation by providing written notice to Dr.
15 Shetty at any time prior to the Court's entry of the Partial Final Judgment; or
16 (b) enforce the terms of the Settlement and this Stipulation and seek a judgment
17 effecting the terms herein.

18 10.3 The effective date of this Stipulation ("Effective Date") shall not occur
19 unless and until each of the following events occurs, and it shall be the date upon which
20 the last in time of the following events occurs:

21 (a) Dr. Shetty has not exercised his option to terminate the Settlement
22 pursuant to ¶ 10.5;

23 (b) The Court has entered the Preliminary Approval Order attached hereto as
24 Exhibit A or an order containing materially the same terms;

25 (c) The sum of \$300,000 (Three Hundred Thousand U.S. Dollars) has been
26 paid into the Escrow Account, as set forth in ¶ 2.1 above;

27 (d) The Court has approved the Settlement, following notice to the
28 Settlement Class and the Settlement Hearing, and has entered the Partial Final

Judgment;

(e) The Partial Final Judgment has become Final as defined in ¶ 1.13; and

(f) The Action has been dismissed with prejudice as to Dr. Shetty.

10.4 Upon the occurrence of the Effective Date, any and all interest or right of Dr. Shetty or any insurer of Dr. Shetty (if applicable) in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, except as set forth in this Stipulation.

10.5 If prior to the entry of Partial Final Judgment, Persons who otherwise would be Settlement Class Members have filed with the Court valid and timely requests for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto ("Opt-Outs"), and such Persons in the aggregate purchased NMC Health PLC ADSs during the Settlement Class Period in an amount greater than the amount specified in a separate Supplemental Agreement between the Settling Parties (the "Supplemental Agreement"), then Dr. Shetty shall have the option to terminate this Stipulation and Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement (hereinafter the "Supplemental Termination Option"). The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the Settling Parties concerning its interpretation or application arises.

10.6 Dr. Shetty shall not have the right to terminate the Stipulation if the Settlement Amount is not paid pursuant to ¶ 2.1 (other than in accordance with ¶ 10.3). None of the Settling Parties, or any of them, shall have any obligation whatsoever to proceed under any terms other than those provided for and agreed herein. If any Settling Party engages in a material breach of the terms hereof, any other Settling Party, provided that it is in substantial compliance with the terms of this Stipulation, may terminate this Stipulation on notice to all the Settling Parties.

In the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, the Settling Parties shall be restored to their respective positions in the Action immediately prior to December 27, 2021, and they shall

1 proceed in all respects as if the Stipulation had not been executed and the related orders
2 had not been entered, and in that event all of their respective claims and defenses as to
3 any issue in the Action (including, without limitation, defenses based on lack of
4 personal jurisdiction and forum non conveniens) shall be preserved without prejudice.

5 10.7 An express and material condition of this Settlement is that, during the
6 settlement documentation and approval process (and unless the Settlement is
7 terminated, canceled, or fails to become effective for any reason), Dr. Shetty shall not
8 be required to respond to the complaints in the Action. In the event that the Settlement
9 is terminated, canceled, or fails to become effective, Dr. Shetty shall have 21 days
10 from such event to respond to the Second Amended Complaint. To that end, Plaintiffs
11 and Dr. Shetty shall execute and submit to the Court such stipulation(s), motion(s) and
12 proposed order(s) as are necessary to obtain a Court order (or orders) extending Dr.
13 Shetty's deadline to respond to the Second Amended Complaint (which is currently
14 February 28, 2022), pending completion of the settlement approval process (i.e.,
15 pending final determination of whether the Settlement should be finally approved and
16 pending the Effective Date).

17 10.8 In the event that the Stipulation is not approved by the Court or the
18 Settlement set forth in this Stipulation is terminated or fails to become effective in
19 accordance with its terms, the terms and provisions of this Stipulation, except as
20 otherwise provided herein, shall have no further force and effect with respect to the
21 Settling Parties and shall not be used in the Action or in any other proceeding for any
22 purpose, and any judgment or order entered by the Court in accordance with the terms
23 of this Stipulation shall be treated as vacated, *nunc pro tunc*.

24 10.9 In the event the Stipulation shall be terminated, or be canceled, or shall
25 not become effective for any reason, within seven (7) Business Days (except as
26 otherwise provided in the Supplemental Agreement) after the occurrence of such
27 event, the Settlement Fund (less taxes already paid and any Administrative Costs
28 incurred) shall be refunded to Dr. Shetty or any insurer of Dr. Shetty (if applicable),

1 plus interest received attributable to that amount, by check or wire transfer pursuant to
2 written instructions from Dr. Shetty's counsel.

3 10.10 No order of the Court or modification or reversal on appeal of any order
4 of the Court concerning the Plan of Allocation or the Fee and Expense Application
5 shall constitute grounds for cancellation or termination of the Stipulation.

6 **11. No Admission Of Liability Or Wrongdoing**

7 11.1 The Settling Parties covenant and agree that neither this Stipulation, nor
8 the fact nor any terms of the Settlement, nor any communication relating thereto, nor
9 the Supplemental Agreement, is evidence, or an admission, presumption or concession
10 by any Settling Party or their counsel, any Settlement Class Member, or any of the
11 Released Parties, of any fault, liability or wrongdoing whatsoever, as to any facts or
12 claims alleged or that have been or could have been asserted in the Action, or in any
13 other actions or proceedings, or as to the validity or merit of any of the claims or
14 defenses alleged or that have been or could have been asserted in any such action or
15 proceeding. This Stipulation is not a finding or evidence of the validity or invalidity
16 of any claims or defenses in the Action, any wrongdoing by any Settling Party,
17 Settlement Class Member, or any of the Released Parties, or any damages or injury to
18 any Settling Party, Settlement Class Member, or any Released Parties. Neither this
19 Stipulation, nor the Supplemental Agreement, nor any of the terms and provisions of
20 this Stipulation or the Supplemental Agreement, nor any of the negotiations or
21 proceedings in connection therewith, nor any of the documents or statements referred
22 to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the
23 Settlement proceedings, nor any statement in connection therewith, (a) shall (i) be
24 argued to be, used or construed as, offered or received in evidence as, or otherwise
25 constitute an admission, concession, presumption, proof, evidence, or a finding of any
26 liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or
27 omissions on the part of any Released Party, or of any infirmity of any defense, or of
28 any damages to the Plaintiffs or any other Settlement Class Member, or (ii) otherwise

1 be used to create or give rise to any inference or presumption against any of the
2 Released Parties concerning any fact or any purported liability, fault, or wrongdoing
3 of the Released Parties or any injury or damages to any person or entity, or (b) shall
4 otherwise be admissible, referred to or used in any proceeding of any nature, for any
5 purpose whatsoever; provided, however, that the Stipulation or the Supplemental
6 Agreement or the Partial Final Judgment may be introduced in any proceeding,
7 whether in the Court or otherwise, as may be necessary to enforce the Settlement or
8 Supplemental Agreement or Partial Final Judgment, or as otherwise required by law.

9 **12. Miscellaneous Provisions**

10 12.1 Except in the event of the filing of a Termination Notice pursuant to ¶¶
11 10.1, 10.2, 10.3, 10.5, 10.6, or 10.7 of this Stipulation or termination notice in
12 accordance with the Settling Parties' Supplemental Agreement, the Settling Parties
13 shall take all actions necessary to consummate this agreement; and agree to cooperate
14 with each other to the extent reasonably necessary to effectuate and implement all
15 terms and conditions of the Stipulation.

16 12.2 The Settling Parties and their counsel represent that they will not
17 encourage or otherwise influence (or seek to influence) any Settlement Class Members
18 to request exclusion from, or object to, the Settlement.

19 12.3 Each of the attorneys executing this Stipulation, any of its exhibits, or any
20 related settlement documents on behalf of any Settling Party hereto hereby warrants
21 and represents that he or she has been duly empowered and authorized to do so by the
22 Settling Party he or she represents.

23 12.4 Plaintiffs and Co-Lead Counsel represent and warrant that the Plaintiffs
24 are Settlement Class Members and none of Plaintiffs' claims or causes of action
25 against Dr. Shetty in the Action, or referred to in this Stipulation, or that could have
26 been alleged against Dr. Shetty in the Action have been assigned, encumbered or in
27 any manner transferred in whole or in part.

28 12.5 This Stipulation, together with the Supplemental Agreement, constitutes

1 the entire agreement between the Settling Parties related to the Settlement and
2 supersedes any prior agreements. No representations, warranties, promises,
3 inducements or other statements have been made to or relied upon by any Settling
4 Party concerning this Stipulation, other than the representations, warranties and
5 covenants expressly set forth herein and in the Supplemental Agreement. Plaintiffs, on
6 behalf of themselves and the Settlement Class, acknowledge and agree that any and
7 all other representations and warranties of any kind or nature, express or implied, are
8 specifically disclaimed and were not relied upon in connection with this Stipulation.
9 In entering this Stipulation, the Settling Parties relied solely upon their own knowledge
10 and investigation. Except as otherwise provided herein, each Settling Party shall bear
11 its own costs.

12 12.6 This Stipulation may not be modified or amended, nor may any of its
13 provisions be waived, except by a writing signed by all Settling Parties or their counsel
14 or their respective successors in interest.

15 12.7 This Stipulation shall be binding upon, and shall inure to the benefit of,
16 the Settling Parties and their respective agents, successors, executors, heirs, and
17 assigns.

18 12.8 The Settling Parties who do not appear on the signature lines below, are
19 acknowledged and agreed to be third party beneficiaries of this Stipulation and
20 Settlement.

21 12.9 The headings herein are used for the purpose of convenience only and are
22 not meant to have legal effect.

23 12.10 This Stipulation may be executed in any number of counterparts by any
24 of the signatories hereto and the transmission of an original signature page
25 electronically (including by facsimile or portable document format) shall constitute
26 valid execution of the Stipulation as if all signatories hereto had executed the same
27 document. Copies of this Stipulation executed in counterpart shall constitute one
28 agreement.

1 12.11 This Stipulation, the Settlement, the Supplemental Agreement and any
2 and all disputes arising out of or relating in any way to this Stipulation, whether in
3 contract, tort or otherwise, shall be governed by and construed in accordance with the
4 laws of the State of California without regard to conflict of laws principles.

5 12.12 The Court shall retain jurisdiction with respect to the implementation and
6 enforcement of the terms of this Stipulation, and all parties hereto submit to the
7 jurisdiction of the Court for purposes of implementing and enforcing the Settlement
8 embodied in this Stipulation.

9 12.13 The Stipulation shall not be construed more strictly against one Party than
10 another merely by virtue of the fact that it, or any part of it, may have been prepared
11 by counsel for one of the Settling Parties, it being recognized that it is the result of
12 arm's-length negotiations between the Settling Parties, and all Settling Parties have
13 contributed substantially and materially to the preparation of this Stipulation.

14 12.14 Plaintiffs and Co-Lead Counsel agree that they will not intentionally
15 assist or cooperate with any Person in the pursuit of legal action related to the subject
16 matter of this Action against the Released Parties. Nothing in this section shall prevent
17 Plaintiffs or Co-Lead Counsel from complying with a lawful subpoena or court order.

18 12.15 All agreements by, between or among the Settling Parties, their counsel
19 and their other advisors as to the confidentiality of information exchanged between or
20 among them shall remain in full force and effect, and shall survive the execution and
21 any termination of this Stipulation and the final consummation of the Settlement, if
22 finally consummated, without regard to any of the conditions of the Settlement.

23 12.16 The Settling Parties shall not assert or pursue any action, claim or rights
24 that any party violated any provision of Rule 11 of the Federal Rules of Civil Procedure
25 and/or the Private Securities Litigation Reform Act of 1995 in connection with this
26 Action, the Settlement, the Stipulation or the Supplemental Agreement. The Settling
27 Parties agree that the Action was resolved in good faith following arm's-length
28 bargaining, in full compliance with applicable requirements of good faith litigation

1 under the Securities Exchange Act of 1934, Rule 11 of the Federal Rules of Civil
2 Procedure and/or the Private Securities Litigation Reform Act of 1995.

3 12.17 Any failure by any of the Settling Parties to insist upon the strict
4 performance by any other Settling Party of any of the provisions of the Stipulation
5 shall not be deemed a waiver of any of the provisions hereof, and such Settling Party,
6 notwithstanding such failure, shall have the right thereafter to insist upon the strict
7 performance of any and all of the provisions of this Stipulation to be performed by the
8 other Settling Parties to this Stipulation.

9 12.18 The waiver, express or implied, by any Settling Party of any breach or
10 default by any other Settling Party in the performance of such Settling Party of its
11 obligations under the Stipulation shall not be deemed or construed to be a waiver of
12 any other breach, whether prior, subsequent, or contemporaneous, under this
13 Stipulation.

14 12.19 The Settling Parties reserve the right, subject to the Court's approval, to
15 make any reasonable extensions of time that might be necessary to carry out any of
16 the provisions of this Stipulation.

17 **IN WITNESS WHEREOF**, the Settling Parties have executed this
18 Stipulation by their undersigned counsel effective as of the date set forth below.

19
20 Dated: 2/17/22

21 By: POMERANTZ LLP
22 Joshua B. Silverman (pro hac vice)
23 Patrick V. Dahlstrom (pro hac vice)
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Co-Lead Counsel for Plaintiffs

Dated: 2/17/2022

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