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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE TALIS BIOMEDICAL SECURITIES  
LITIGATION

Case No. 22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:

ALL ACTIONS

**CLASS REPRESENTATIVE’S NOTICE  
OF MOTION AND MOTION FOR  
PRELIMINARY APPROVAL OF  
PROPOSED CLASS ACTION  
SETTLEMENT AND MEMORANDUM  
OF POINTS AND AUTHORITIES IN  
SUPPORT THEREOF**

Judge: Hon. Susan Illston  
Date: November 8, 2024  
Time: 10:00 a.m.  
Courtroom: 1 – 17<sup>th</sup> Floor

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**NOTICE OF MOTION AND MOTION**

PLEASE TAKE NOTICE THAT on November 8, 2024, at 10:00 a.m. PST, or as soon thereafter as this matter may be heard, Lead Plaintiff and Class Representative Martin Dugan, on behalf of himself and the Class, by and through Class Counsel, shall and hereby does, respectfully move this Court for an entry of the Preliminary Approval Order, pursuant to Federal Rule of Civil Procedure 23, in the above-captioned action (the “Action”): (1) granting preliminary approval of the proposed settlement to resolve the Action (the “Settlement”); (2) approving the form and substance of the proposed Notice of Pendency and Proposed Settlement of Class Action (“Notice”), the Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”), the Proof of Claim and Release form (“Proof of Claim”), and the Summary Notice (“Summary Notice”), and the methods of disseminating notice to the Class, and the selection of A.B. Data, Ltd. (“A.B. Data”) as Claims Administrator; (3) setting deadlines for Class Members to exercise their rights in connection with the proposed Settlement; and (4) scheduling a hearing date for final approval of the Settlement and Plan of Allocation and application(s) for attorneys’ fees, litigation expenses, and an award to Class Representative (the “Final Approval Hearing”).<sup>1</sup>

This Motion is based on the Memorandum of Points and Authorities below, the Stipulation and exhibits thereto, filed herewith,<sup>2</sup> the Declaration of Rochelle J. Teichmiller (Kubota Decl. Ex. 2), and the papers and pleadings filed in this action.

**STATEMENT OF THE ISSUES TO BE DECIDED**

The issues to be decided on this Motion are:

1. Whether the proposed \$32.5 million recovery and other terms of the Settlement, as set forth in the Stipulation, warrants preliminary approval;
2. Whether the Court should approve the form and substance of the proposed Notice, Long-Form Notice, Proof of Claim, and Summary Notice attached as Exhibits A-1 through A-4 to

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<sup>1</sup> Capitalized terms shall have the same meaning as set forth in the Stipulation of Settlement dated September 30, 2024 (the “Stipulation”), attached as Exhibit 1 to the Kubota Declaration. Unless otherwise noted, all emphasis is added and all internal citations and quotation marks are omitted.

<sup>2</sup> The attachments to the Stipulation include: the Proposed Order Preliminarily Approving Settlement and Providing for Class Notice (Exhibit A); the proposed Notice (Exhibit A-1); the proposed Long-Form Notice (Exhibit A-2); the proposed Proof of Claim (Exhibit A-3); the proposed Summary Notice (Exhibit A-4); and the proposed Judgment (Exhibit B).

1 the Stipulation, as well as the manner and timing of notifying the Class of the Settlement (the  
2 “Notice Plan”) and the selection of A.B. Data as Claims Administrator; and

3 3. Whether the Court should schedule a Final Approval Hearing to determine whether the  
4 Settlement and Plan of Allocation should be finally approved, and whether applications for  
5 attorneys’ fees, litigation expenses, and an award to Class Representative should be approved.

6 **MEMORANDUM OF POINTS AND AUTHORITIES**

7 **I. PRELIMINARY STATEMENT**

8 After over two years of hard-fought litigation and extensive discovery, Lead Plaintiff and  
9 Co-Lead Counsel Bleichmar Fonti & Auld LLP (“BFA”) have achieved a highly favorable  
10 settlement for the Class: a recovery of \$32.5 million in cash. This exceptional recovery—which  
11 represents up to 72% of potentially recoverable damages as calculated by Plaintiff’s expert—  
12 exhausts more than half of Talis’s remaining cash. Lead Plaintiff respectfully requests that the  
13 Court grant preliminary approval of the Settlement so that notice can be disseminated and the Final  
14 Approval Hearing can be scheduled.

15 Under Rule 23(e)(1)(B), preliminary approval should be granted because the Court “will  
16 likely be able” to (i) grant final approval under Rule 23(e)(2), and (ii) certify the Settlement Class.

17 First, the Court “will likely be able” to grant final approval because the proposed  
18 Settlement is “fundamentally fair, adequate, and reasonable,” *Staton v. Boeing Co.*, 327 F.3d 938,  
19 959 (9th Cir. 2003), satisfying Rule 23(e)(2). This Securities Act class action began almost three  
20 years ago. The parties reached the proposed Settlement after lengthy arm’s-length mediation under  
21 the auspices of Michelle Yoshida of Phillips ADR. Despite two full-day mediation sessions in  
22 March and July 2024, including detailed discussions of liability, damages, and Talis’s financial  
23 condition, the parties were unable to reach agreement. Following protracted further negotiations,  
24 the parties finally accepted Ms. Yoshida’s recommendation to settle the action for \$32.5 million.

25 The \$32.5 million Settlement is fair, reasonable, and adequate. Indeed, the \$32.5 million  
26 recovery is up to 72% of damages, and 20% of maximum damages using Section 11’s statutory  
27 formula—nearly three times higher than the average 7.5% recovery in Section 11 settlements.

1 This outstanding result did not come quickly or easily. Rather, to achieve the proposed  
2 Settlement, Lead Plaintiff and Co-Lead Counsel shouldered substantial risks and vigorously  
3 prosecuted the action from inception. Co-Lead Counsel defeated Defendants' second motion to  
4 dismiss, achieved class certification (following three expert depositions and a full-day deposition  
5 of Lead Plaintiff), conducted extensive discovery (including securing over 865,000 pages of  
6 documents and taking 14 fact depositions), and served three opening expert reports.

7 Nonetheless, significant risks remained. Defendants vigorously contested liability,  
8 including whether the Registration Statement contained any material misstatement or omission,  
9 threatening to defeat the Class's claims outright. Defendants' statutory negative causation defense  
10 also raised a real risk of foreclosing a significant amount of the recoverable damages, if not all  
11 damages. Meanwhile, Talis—which never launched a commercial product—was rapidly depleting  
12 its remaining cash and insurance and warned that it may pursue bankruptcy (*see* ECF 167 at 3-4).  
13 This raised a substantial risk that the Class's claims against Talis would never reach summary  
14 judgment, let alone trial.

15 Lead Plaintiff and BFA successfully navigated these risks to achieve the proposed  
16 Settlement, which provides the Settlement Class with a prompt, certain, and substantial recovery  
17 that is well within the range of reasonableness. The \$32.5 million Settlement Amount will be  
18 funded by (a) \$27.5 million from Talis's remaining cash, and (b) \$5 million from insurance,  
19 representing all of the remaining D&O insurance coverage available.

20 Second, the Court will be able to certify the proposed Settlement Class, which is identical  
21 to the previously certified Class (ECF 153). The proposed notice program similarly mirrors the  
22 previously approved notice program for class certification (*see* ECF 166), and will ensure that  
23 Settlement Class Members are promptly apprised of the proposed Settlement so they can  
24 participate, exclude themselves, or object before the Final Approval Hearing.

25 Lead Plaintiff thus respectfully requests that the Court grant this unopposed motion and  
26 enter the proposed Preliminary Approval Order.

## II. RELEVANT BACKGROUND

### A. History of the Litigation

The initial complaint in this Action was filed on January 7, 2022. (ECF No. 1.) On June 3, 2022, the Court appointed Martin Dugan, Leon Yu and Max Wisdom Technology Limited as co-lead plaintiffs<sup>3</sup> and BFA and Pomerantz LLP as co-lead counsel. (ECF No. 64.)

Upon appointment, Lead Plaintiff, through counsel, immediately commenced an extensive investigation that included interviews with confidential witnesses; comprehensive analysis of publicly available information such as SEC filings, news articles, industry publications, analyst reports, and academic literature; and review of Talis's government contracts, patents, and relevant federal regulations. In addition, counsel utilized freedom of information act laws to issue requests for information and documents to federal regulators.

On July 1, 2022, Lead Plaintiff filed a Consolidated Class Action Complaint for Violations of the Federal Securities Laws, which alleged violations of Sections 11 and 15 of the Securities Act of 1933 as well as Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, and Rule 10b-5 thereunder. (ECF No. 74.) On December 9, 2022, the Court dismissed the Complaint with leave to amend. (ECF No. 101.)

On January 13, 2023, after further investigation, Lead Plaintiff filed an Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws ("Amended Complaint"), which solely alleged non-fraud violations of Sections 11 and 15 of the Securities Act and included allegations based on three additional confidential witnesses. (ECF No. 104.)

On April 28, 2023, the Court denied Defendants' motion to dismiss the Amended Complaint, finding that it "states claims under Sections 11 and 15 of the Securities Act." (ECF No. 115.)

Upon denial of Defendants' motion to dismiss the Amended Complaint, the PSLRA discovery stay was lifted, and Lead Plaintiff, through Co-Lead Counsel, engaged in extensive discovery. Co-Lead Counsel secured over 865,000 pages of documents from Talis and third

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<sup>3</sup> Mr. Yu and Max Wisdom withdrew in November 2023, leaving Mr. Dugan as sole Lead Plaintiff. (ECF 131.)



1 parties, requiring extensive meet-and-confers concerning the scope and manner of productions.  
2 Co-Lead Counsel also conducted 14 fact depositions, comprised of all nine Individual Defendants;  
3 three Talis manufacturing and regulatory executives; and Rule 30(b)(6) depositions of the contract  
4 manufacturer of Talis One instruments and the lead underwriter for Talis's IPO.

5 In parallel, Defendants pursued discovery from Lead Plaintiff Dugan, who produced  
6 documents, responded to written discovery, and was deposed for a full day on October 27, 2023.  
7 Defendants also vigorously opposed Lead Plaintiff's motion for class certification, and in  
8 connection with class certification, the parties exchanged reports from three experts, each of whom  
9 was deposed.

10 On February 9, 2024, the Court certified a Class consisting of all persons or entities (with  
11 certain exceptions) who purchased or otherwise acquired common stock issued by Talis pursuant  
12 and/or traceable to the registration statement and prospectus issued in connection with the  
13 Company's February 11, 2021 initial public offering between February 11, 2021 and August 11,  
14 2021, inclusive, and were damaged thereby. (ECF No. 153.)

15 At the time of the Settlement, the parties were in the midst of expert discovery, having  
16 exchanged opening reports on July 26, 2024. (*See* ECF No. 173.)

17 **B. The Parties' Mediation Efforts**

18 On March 14, 2024, following certification of the Class, the parties engaged in a full-day  
19 mediation session with Ms. Yoshida via Zoom. Prior to the March 14 session, the parties submitted  
20 and exchanged detailed mediation statements and exhibits. On March 14, the parties engaged in  
21 good faith, arm's-length negotiations supervised by Ms. Yoshida, but did not agree on a resolution.

22 In June 2024, the parties resumed settlement discussions. On July 30, 2024, the parties  
23 participated in a second full-day mediation session with Ms. Yoshida, held in person. Prior to the  
24 July 30 session, Lead Plaintiff submitted a supplemental mediation statement for exchange with  
25 Defendants and a further mediation statement for the mediator's eyes only. On July 30, the parties  
26 again engaged in good-faith, arm's-length negotiations and made progress, but did not agree on a  
27 resolution.  
28

1 After the July 30 session, negotiations continued under Ms. Yoshida’s auspices. After  
 2 further negotiations, including inquiry into Talis’s financial condition, Ms. Yoshida presented a  
 3 mediator’s proposal to resolve the matter for \$32.5 million in cash. The parties accepted the  
 4 mediator’s proposal on August 21, 2024, then negotiated a term sheet and the Stipulation.

5 **C. The Proposed Settlement**

6 The terms of the proposed Settlement are set forth in the parties’ Stipulation. In short, the  
 7 settlement amount of \$32.5 million in cash (the “Settlement Amount”) will be paid by Talis and  
 8 Defendants’ director and officer liability insurers into interest-bearing escrow accounts within 30  
 9 days after entry of an order granting preliminary approval of the Settlement. (Stipulation ¶ 2.1.)

10 The Net Settlement Fund (*i.e.*, the Settlement Amount, plus accrued interest, minus Notice  
 11 and Administration Costs, Taxes and Tax Expenses, and any Court-approved attorneys’ fees,  
 12 expenses, awards or other Court-approved deductions) will then be distributed to Settlement Class  
 13 Members who submit valid Proof of Claim forms (“Authorized Claimants”) in accordance with a  
 14 plan of allocation to be approved by the Court.<sup>4</sup>

15 **III. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL**

16 **A. Applicable Legal Standards**

17 “The Ninth Circuit maintains a ‘strong judicial policy’ that favors the settlement of class  
 18 actions.” *Hart v. Colvin*, No. 15-CV-00623-JST, 2016 WL 6611002, at \*4 (N.D. Cal. Nov. 9,  
 19 2016) (quoting *Class Plaintiffs v. Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)). In the context of  
 20 a class settlement, the Court must determine whether the settlement is “fundamentally fair,  
 21 adequate and reasonable” under Rule 23(e). *Staton*, 327 F.3d at 959. Rule 23(e) provides that the  
 22 Court should approve a class action settlement if the Court finds it “fair, reasonable, and adequate.”  
 23 Fed. R. Civ. P. 23(e)(2).

24 Judicial approval of a class action settlement is a two-step process. First, the Court  
 25 performs a preliminary review of the terms of the proposed settlement to determine whether to  
 26 send notice of the proposed settlement to the class. *See* Fed. R. Civ. P. 23(e)(1). Second, after

27 \_\_\_\_\_  
 28 <sup>4</sup> Closely tracking the claims alleged, the claims to be released in the Settlement include the claims asserted  
 in the Amended Complaint and certified for class treatment, and all claims arising out of or relating to  
 Talis’s IPO and trading or holding Talis common stock during the Class Period. *See* Stipulation ¶ 1.42.

1 notice is provided and a hearing is held, the Court determines whether to grant final approval of  
2 the settlement. *See* Fed. R. Civ. P. 23(e)(2).

3 Under Rule 23(e)(1)(B), preliminary approval is warranted where the Court “will likely be  
4 able” to (i) grant final approval of the settlement under Rule 23(e)(2), and (ii) certify the settlement  
5 class. As discussed below, the proposed Settlement satisfies both requirements, and the enclosed  
6 Appendix (Kubota Decl. Ex. 3) provides cross-references for the items to address at preliminary  
7 approval under the Northern District’s Procedural Guidance for Class Action Settlements.

8 **B. The Court “Will Likely Be Able to” Approve the Proposed Settlement, Satisfying**  
9 **Rule 23(e)(1)(B)(i)**

10 In determining settlement approval, Rule 23(e)(2), as amended in 2018, requires the Court  
11 to consider whether the settlement “is fair, reasonable, and adequate after considering whether:”

12 (A) the class representatives and class counsel have adequately  
13 represented the class; (B) the proposal was negotiated at arm’s  
14 length; (C) the relief provided for the class is adequate, taking into  
15 account: (i) the costs, risks, and delay of trial and appeal; (ii) the  
16 effectiveness of any proposed method of distributing relief to the  
17 class, including the method of processing class-member claims;  
18 (iii) the terms of any proposed award of attorneys’ fees, including  
19 timing of payment; and (iv) any agreement required to be identified  
20 under Rule 23(e)(3); and (D) the proposal treats class members  
21 equitably relative to each other.

22 Prior to the Rule 23 amendment, the Ninth Circuit provided similar factors for consideration,  
23 including “the strength of the plaintiffs’ case; the risk, expense, complexity, and likely duration of  
24 further litigation; the risk of maintaining class action status throughout the trial; the amount offered  
25 in settlement; the extent of discovery completed and the stage of the proceedings; [and] the  
26 experience and views of counsel.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998).

27 **1. Co-Lead Counsel and Lead Plaintiff Have Adequately Represented the Class**  
28 **– Rule 23(e)(2)(A)**

Satisfying Rule 23(e)(2)(A)’s adequacy requirement, Lead Plaintiff and Co-Lead Counsel  
have vigorously pursued this action since appointment over two years ago, defeating Defendants’  
second motion to dismiss, achieving class certification, and securing relevant discovery to support  
the Class’s claims and achieve a substantial settlement. The Court previously found Lead Plaintiff  
adequate in certifying the Class earlier this year (*see* ECF 153 at 6-13), and Lead Plaintiff’s interest

1 in obtaining the largest possible recovery is fully aligned with the Class. Lead Plaintiff has also  
 2 protected the Class’s interests by retaining and overseeing qualified and experienced counsel,  
 3 including Co-Lead Counsel BFA.

4 **2. The Settlement Is the Product of Arm’s-Length Negotiations –**  
 5 **Rule 23(e)(2)(B)**

6 A settlement is presumed to be fair and reasonable when it is the “product of arms-length  
 7 negotiations.” *In re Portal Software, Inc. Sec. Litig.*, No. C-03-5138 VRW, 2007 WL 1991529,  
 8 at \*6 (N.D. Cal. June 30, 2007). Courts have recognized that “[t]he assistance of an experienced  
 9 mediator in the settlement process confirms that the settlement is non-collusive.” *Satchell v. Fed.*  
 10 *Express Corp.*, No. 03-cv-2659, 2007 WL 1114010, at \*4 (N.D. Cal. Apr. 13, 2007).

11 Here, the Settlement was only reached after the Court certified the Class and after two full-  
 12 day mediation sessions and further negotiations under Ms. Yoshida’s auspices. These extensive  
 13 arm’s-length negotiations—resulting in the issuance of a mediator’s recommendation—confirm  
 14 that the proposed settlement is the product of serious, informed, non-collusive negotiations. *See*  
 15 *In re Fibrogen Sec. Litig.*, No. 3:21-cv-02623-EMC, ECF 244 ¶5(a) (N.D. Cal. Feb. 13, 2024)  
 16 (“[T]he parties arrived at settlement after multiple rounds of mediation before Michelle Yoshida,  
 17 Esq. . . . Ms. Yoshida is regularly recognized as an experienced mediator.”); *Kendall v. Odonate*  
 18 *Therapeutics*, 2022 WL 188364, at \*6 (S.D. Cal. Jan. 18, 2022) (“serious, informed, and non-  
 19 collusive negotiations” where parties “participated in a full day of voluntary mediation before  
 20 Michelle Yoshida, Esq. of Phillips ADR Enterprises and an additional three weeks of negotiations  
 21 before reaching an agreement to settle in principle”).

22 In addition, settlements are presumptively fair if reached after relevant discovery has taken  
 23 place. *See Linney v. Cellular Alaska P’ship*, No. C-96-3008 DLJ, 1997 WL 450064, at \*5 (N.D.  
 24 Cal. July 18, 1997) (“The involvement of experienced class action counsel and the fact that the  
 25 settlement agreement was reached in arm’s-length negotiations, after relevant discovery had taken  
 26 place create a presumption that the agreement is fair.”), *aff’d*, 151 F.3d 1234 (9th Cir. 1998).

27 Here, as summarized above, after defeating Defendants’ second motion to dismiss, Lead  
 28 Plaintiff engaged in over a year of extensive discovery that included securing over 865,000 pages  
 of documents, taking 14 fact depositions of Defendants and non-parties, and serving opening

1 expert reports on manufacturing and engineering issues, FDA regulatory matters, and damages.  
 2 These efforts enabled Lead Plaintiff to make a well-informed assessment of the strengths and  
 3 weaknesses of the case. The Settlement was not reached until days before the August 30, 2024  
 4 deadline for rebuttal expert reports, underscoring the advanced state of the litigation at the time.

5 **3. The Proposed Settlement Provides Adequate Relief – Rule 23(e)(2)(C)**

6 Rule 23(e)(2)(C) provides that the adequacy of relief should be assessed “taking into  
 7 account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed  
 8 method of distributing relief to the class, including the method of processing class-member claims;  
 9 (iii) the terms of any proposed award of attorneys’ fees, including timing of payment; and (iv) any  
 10 agreement required to be identified under Rule 23(e)(3).”

11 These factors are satisfied here. The non-reversionary, all-cash \$32.5 million Settlement  
 12 Amount represents between 20% and 72% of Plaintiff’s estimated range of recoverable damages  
 13 of \$44.6 million to \$162 million. The low end of this range, at 20% of maximum statutory  
 14 damages, is nearly three times the median 7.5% recovery in Securities Act cases between 2014  
 15 and 2023.<sup>5</sup> And if Defendants’ negative causation defense had prevailed, constraining recoverable  
 16 damages to at most \$44.6 million under Plaintiff’s estimate, the Settlement Amount would  
 17 constitute a 72% recovery—nearly three-quarters of recoverable damages.<sup>6</sup> The range of recovery  
 18 here also compares favorably to securities class action settlements in this District. *See, e.g.,*  
 19 *Fibrogen*, ECF 244 ¶5(b) (granting preliminary approval where settlement recovered  
 20 “approximately 3.4% to 6.4% of the maximum damages”).

21 **a. The Costs, Risks, and Delay of Trial and Appeal**

22 Talis’s financial condition and the risks of further litigation confirm that the Settlement is  
 23 fair, reasonable, and adequate.

24 As to Talis’s financial condition, with no commercial product and no meaningful revenue  
 25 source, Talis’s cash position rapidly diminished during this action. By June 30, 2024, Talis’s cash

26 \_\_\_\_\_  
 27 <sup>5</sup> *See Cornerstone Research, Securities Class Action Settlements – 2023 Review and Analysis*, at 8, available  
 at <https://www.cornerstone.com/wp-content/uploads/2024/03/Securities-Class-Action-Settlements-2023-Review-and-Analysis.pdf>.

28 <sup>6</sup> \$44.6 million is Plaintiff’s estimate of damages after negative ecausation. Defendants’ position is that  
their negative causation defense would have foreclosed any recoverable damages if litigation had continued.

1 and cash equivalents had diminished to \$59.9 million,<sup>7</sup> a figure that was significantly lower by the  
2 time of the Settlement in August 2024. Talis warned in its most recent Form 10-Q that “the  
3 Company anticipates commencing a voluntary petition under Chapter 11 (the “Chapter 11 Case”)  
4 of the United States Code (the “Bankruptcy Code”) in the near future to seek resolution of all  
5 claims against the Company and an orderly liquidation of its assets and dissolution of the  
6 Company.”<sup>8</sup>

7 Further litigation posed significant risks. On the merits, Defendants vigorously denied any  
8 material misstatement or omission, and their negative causation defense threatened to foreclose  
9 the majority of statutory damages (or more). Meanwhile, Talis’s cash position continued to  
10 decrease during litigation, and defense costs had already significantly reduced the insurance  
11 available to Talis and the Individual Defendants. In addition, a Talis Chapter 11 filing would, at  
12 minimum, trigger an automatic stay of the Class’s strict liability claims against Talis, preventing  
13 those claims from reaching trial. At the same time, additional expenses during a Chapter 11  
14 proceeding would accelerate the depletion of Talis’s cash and further constrain any possible  
15 recovery.

16 In short, Talis’s financial condition and the real prospect of a near-term bankruptcy  
17 materially heightened the complexity and risk of further litigation. Given these risks, the  
18 Settlement—which provides for Talis’s payment of more than half of its remaining cash, and all  
19 of the remaining insurance available—is an exceptional result for the Class.

20 **b. The Proposed Method for Distributing Relief Is Effective**

21 As demonstrated below and in the supporting Declaration of Rochelle J. Teichmiller, the  
22 proposed method to distribute relief to the Settlement Class is effective, satisfying  
23 Rule 23(e)(2)(C)(ii).

24 The notice process resembles the previously approved procedure for disseminating notice  
25 of class certification (ECF 166) and includes direct mail notice to all those who can be identified  
26 with reasonable effort, including through nominees. The Notice (Ex. A-1 to the Stipulation) is a

27 <sup>7</sup> Talis Form 10-Q for the quarterly period ended June 30, 2024, at 2, available at  
28 <https://investors.talisbio.com/static-files/0d97e096-a3c1-4d78-9654-074ef05fef4c>

<sup>8</sup> *Id.* at 14.

1 postcard that contains all of the information required under the PSLRA and satisfies Rule 23 (*see*  
 2 *infra* at III.D). The postcard directs Settlement Class members to the case-specific website  
 3 (<https://www.talissecuritieslitigation.com>) where they can submit claims electronically or  
 4 download a copy of the Proof of Claim form (Ex. A-3 to the Stipulation).<sup>9</sup> (*See* Teichmiller Decl.  
 5 ¶13.) The postcard also provides a toll-free phone number to contact the Claims Administrator  
 6 and request a paper copy of the Proof of Claim. (Stipulation Ex. A-1.) The website also provides  
 7 a Long-Form Notice (Ex. A-2 to the Stipulation) with additional detailed information, including  
 8 in question-and-answer format, as well as copies of the Stipulation and other relevant documents.  
 9 (*See* Teichmiller Decl. ¶13; Stipulation Ex. A-2.) Finally, in addition to direct mailing and the  
 10 website, the notice program will include publication of the Summary Notice (Ex. A-4 to the  
 11 Stipulation) in *The Wall Street Journal*, *Investor's Business Daily* and *PR Newswire*. (Teichmiller  
 12 Decl. ¶12.)

13 The current estimate calls for direct mailing of the Notice to about 20,000 potential  
 14 Settlement Class members. (Teichmiller Decl. ¶15.) Accordingly, direct mailing of the Notice  
 15 and electronic dissemination of the Long-Form Notice and Proof of Claim (with paper copies  
 16 available on request) significantly reduces administrative costs without impacting effectiveness,  
 17 thereby preserving more assets for distribution to Settlement Class Members. (*Id.* ¶23.)

18 The claims administration process will follow established procedures in securities class  
 19 actions. Settlement Class Members must complete the Proof of Claim and provide the transaction  
 20 information and documentation necessary to calculate their Recognized Claims pursuant to the  
 21 Plan of Allocation (set forth in the Long-Form Notice). Once the Claims Administrator has  
 22 processed all claims, notified claimants of deficiencies or ineligibility, processed responses, and  
 23 made claim determinations, the Claims Administrator will make distributions to Authorized  
 24 Claimants. If any funds remain in the Net Settlement Fund after the initial distributions, the Claims

25  
 26  
 27 <sup>9</sup> Providing the long-form notice and claim form online (with direct mail notice provided by postcard) has  
 28 been approved under the PSLRA and Rule 23 in other securities class settlements in this District. *See, e.g.,*  
*In re QuantumScape Sec. Litig.*, No. 21-CV-00058-WHO, 2024 WL 3491039, at \*2 (N.D. Cal. July 18,  
 2024) (approving notice through “mailing and distribution of the Postcard Notice, the posting of the Notice  
 and Claim Form online, and the publication of the Summary Notice”).



1 Administrator will conduct re-distributions until it is no longer cost-effective to do so. Any  
2 remaining balance will be contributed to a non-profit, charitable organization after Court approval.

3 **c. The Terms and Timing of Payment of Attorneys' Fees and Expenses**  
4 **Are Reasonable**

5 The proposed Settlement does not contemplate any specific fee and expense award, but  
6 rather recognizes that BFA will seek Court approval of a separate fee and expense application to  
7 be paid from the Settlement Fund. BFA's fee and expense application will be fully briefed via  
8 formal motion in accordance with the Preliminary Approval Order.

9 As stated in the Notice, BFA will seek fees of no more than 28% of the Settlement Fund.  
10 This amount is consistent with percentage fees that this Court and other courts in this District have  
11 regularly approved in securities class actions. *See, e.g., Moradpour v. Velodyne LIDAR, Inc.*,  
12 No. 3:21-cv-01486-SI, ECF 236 (N.D. Cal. Aug. 18, 2024) (Illston, J.) (awarding 28% fee in \$27.5  
13 million securities settlement); *Davis v. Yelp, Inc.*, No. 18-CV-00400-EMC, 2023 WL 3063823,  
14 at \*2 (N.D. Cal. Jan. 27, 2023) (awarding 33.3% fee in \$22.25 million securities settlement).  
15 Given the amount of work necessary to litigate this action through two motions to dismiss, class  
16 certification, fact discovery, and into expert discovery, resulting in millions of dollars in lodestar,  
17 the fee request will result in a reasonable multiplier below 2, well within the range commonly  
18 awarded. *See Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir. 2002) (affirming  
19 multiplier of 3.65). BFA will also seek litigation expenses in an amount not to exceed  
20 approximately \$1,800,000, and an award to Lead Plaintiff pursuant to 15 U.S.C. § 77z-1(a)(4) of  
21 no more than \$37,500. BFA believes Lead Plaintiff's requested award is fully supported by his  
22 involvement throughout this litigation, including participating in discovery and a lengthy  
23 deposition, which will be set forth in greater detail in the fee and expense application.

24 **d. Lead Plaintiff Has Identified All Agreements Made in Connection**  
25 **with the Proposed Settlement**

26 In addition to the Stipulation, the parties have entered into a confidential Supplemental  
27 Agreement providing specified options to terminate the settlement if Persons who otherwise would  
28 be Members of the Settlement Class, and timely choose to exclude themselves, purchased more  
than a certain number of shares of Talis common stock during the Class Period. (Stipulation ¶9.2.)



1 As is standard in securities class action settlements, such agreements are not made public to avoid  
 2 incentivizing individual class members to leverage the opt-out threshold to seek disproportionate  
 3 individual settlements at the expense of the broader class.<sup>10</sup> Pursuant to its terms, the Supplemental  
 4 Agreement may be submitted to the Court for *in camera* review.

5 **4. The Plan of Allocation Treats Class Members Equitably – Rule 23(e)(2)(D)**

6 The proposed Plan of Allocation, set forth in the Long-Form Notice, “treats class members  
 7 equitably relative to each other,” satisfying Rule 23(e)(2)(D). Specifically, the Plan of Allocation,  
 8 which was prepared with expert assistance, satisfies this requirement by allocating each  
 9 Authorized Claimant their *pro rata* share of the Net Settlement Fund based on their recognized  
 10 losses in transactions in Talis common stock. Those recognized losses are calculated under the  
 11 Plan of Allocation using share prices at the time of purchase and sale, consistent with Section 11’s  
 12 statutory formula. The Plan of Allocation is fair, reasonable, and adequate, and comparable to  
 13 plans approved in other securities class actions in this District. *See, e.g., Velodyne LIDAR*,  
 14 ECF 235 (N.D. Cal. Aug. 19, 2024) (approving plan of allocation); *Fibrogen*, ECF 256 (N.D. Cal.  
 15 May 28, 2024) (same).

16 **C. The Court “Will Likely Be Able to” Certify the Proposed Settlement Class, Satisfying Rule 23(e)(1)(B)(ii)**

17 The proposed Settlement Class is identical to the previously certified Class (*see* ECF 153)  
 18 and consists of all persons or entities that purchased or otherwise acquired common stock issued  
 19 by Talis pursuant and/or traceable to the registration statement and prospectus issued in connection  
 20 with the Company’s February 11, 2021 initial public offering between February 11, 2021 and  
 21 August 11, 2021, inclusive, and were damaged thereby. (Stipulation ¶1.49.)<sup>11</sup> The Court will be

22 \_\_\_\_\_  
 23 <sup>10</sup> *See, e.g., In re HealthSouth Corp. Sec. Litig.*, 334 F. App’x 248, 250 n.4 (11th Cir. 2009) (“The threshold  
 number of opt outs required to trigger the blow provision is typically not disclosed and is kept confidential  
 to encourage settlement and discourage third parties from soliciting class members to opt out.”).

24 <sup>11</sup> Excluded from the Settlement Class are: (i) Defendants and any affiliates or subsidiaries thereof, (ii)  
 25 present and former officers and directors of Talis and its subsidiaries or affiliates, and their immediate  
 26 family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions  
 (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants’ liability insurance carriers, and any affiliates or subsidiaries  
 27 thereof; (iv) any entity in which any Defendant has or has had a controlling interest; (v) Talis’s employee  
 retirement and benefits plan(s); and (vi) the legal representatives, heirs, estates, agents, successors, or  
 28 assigns of any person or entity described in the preceding five categories. Also excluded from the  
 Settlement Class are those persons who file valid and timely requests for exclusion in accordance with the  
 Preliminary Approval Order.

1 able to certify the proposed Settlement Class because it meets each requirement for certification  
2 under Rules 23(a) and (b)(3), for the same reasons discussed in the Court’s prior class certification  
3 order (ECF 153). In brief:

4 **Numerosity – Rule 23(a)(1):** The Settlement Class is “so numerous that joinder of all  
5 members is impracticable.” Fed. R. Civ. P. 23(a)(1). Talis common stock traded on NASDAQ,  
6 and the Company issued nearly 16 million shares during the IPO. (ECF 153 at 5.)

7 **Commonality – Rule 23(a)(2):** This action presents “questions of law or fact common  
8 to” the Settlement Class, including whether the Registration Statement contained material false or  
9 misleading statements or material omissions. (ECF 153 at 5.)

10 **Typicality – Rule 23(a)(3):** Rule 23(a)(3) is satisfied because Lead Plaintiff’s claims “are  
11 typical of the claims” of the Settlement Class. Like all Settlement Class Members, Lead Plaintiff  
12 purchased or acquired Talis common stock pursuant or traceable to the Registration Statement.

13 **Adequacy – Rule 23(a)(4):** Lead Plaintiff meets Rule 23(a)(4)’s “adequacy” requirement  
14 because he “will fairly and adequately protect the interests of the class.”

15 **Predominance and Superiority – Rule 23(b)(3):** As is typical in securities class actions,  
16 “questions of law and fact common to class members predominate over any questions affecting  
17 only individual members.” Fed. R. Civ. P. 23(b)(3); *see also* ECF 153 at 13-14. Superiority is  
18 also satisfied. The Settlement Class consists of many geographically dispersed investors who may  
19 have small individual damages; Lead Plaintiff is not aware of any related actions seeking recovery  
20 for Class members; and concentrating the litigation in this Court has numerous benefits, including  
21 eliminating the risk of inconsistent adjudications. (*See* ECF 153 at 14-15.)

22 **D. The Notice Plan Satisfies Rule 23(e), Due Process, and the PSLRA**

23 Finally, the form and content of the Notice should be approved because they satisfy due  
24 process, the Federal Rules of Civil Procedure, and the PSLRA. Rule 23(e)(1) requires “notice in  
25 a reasonable manner to all class members who would be bound” by a proposed settlement, and  
26 Rule 23(c)(2)(B) requires “the best notice that is practicable under the circumstances, including  
27 individual notice to all members who can be identified through reasonable effort.”  
28

1 Here, the Notice and Long-Form Notice (Exs. A-1 and A-2 to the Stipulation) are written  
2 in plain language and apprise Settlement Class members of the nature of the litigation, including  
3 the claims and issues involved; the definition of the Settlement Class; the terms of the proposed  
4 Settlement; that the Court will exclude any Settlement Class member who requests exclusion; the  
5 procedures and deadlines for exclusion requests and objections; and the binding effect of a class  
6 judgment on Settlement Class Members under Rule 23(c)(3)(B), among other disclosures.

7  
8 The Notice and Long-Form Notice also satisfy the PSLRA's disclosure requirements for  
9 securities class settlements. *See* 15 U.S.C. § 77z-1(a)(7). Specifically, they disclose:

- 10 1. the amount of the settlement on an aggregate and per-security basis (Notice at 1-2;  
11 Long-Form Notice at 1), satisfying 15 U.S.C. § 77z-1(a)(7)(A);
- 12 2. the issues about which the parties disagree (Notice at page 2; Long-Form Notice at 2, 5),  
13 satisfying 15 U.S.C. § 77z-1(a)(7)(B)(ii);
- 14 3. the maximum amount of attorneys' fees and litigation expenses that BFA will seek  
15 (including on a per-share basis) (Notice at 2; Long-Form Notice at 2, 11), satisfying  
16 15 U.S.C. § 77z-1(a)(7)(C);
- 17 4. the name, mailing address, and telephone number of the Claims Administrator and/or BFA,  
18 who will be available to answer questions from Settlement Class Members (Notice at 1-2;  
19 Long-Form Notice at 3, 14), satisfying 15 U.S.C. § 77z-1(a)(7)(D); and
- 20 5. a brief statement explaining the reasons why the parties are proposing the settlement  
21 (Notice at 2; Long-Form Notice at 6), satisfying 15 U.S.C. § 77z-1(a)(7)(E).

22 The notice plan, which is similar to the previously approved procedure for disseminating  
23 notice of class certification (ECF 166), should also be approved. The proposed Claims  
24 Administrator, A.B. Data, was previously approved by the Court to serve as the Notice  
25 Administrator. (*Id.*) A.B. Data was selected by BFA to serve as Notice and Claims Administrator  
26 following a competitive bidding process during which four firms submitted proposals. A.B. Data  
27 was chosen based on an assessment of their offered rates, experience, and proven track record.  
28 Other than in connection with this action, BFA has retained A.B. Data in one other matter in the  
past two years. (Teichmiller Decl. ¶6.) A.B. Data currently estimates that expenses related to  
claims administration will not exceed \$225,000. (*Id.* ¶16.)

1 If preliminary approval is granted, the Claims Administrator will disseminate the Notice to  
 2 all identified potential Settlement Class Members. To do so, it will utilize a list from Defendants’  
 3 securities transfer agent of all persons who purchased or otherwise acquired Talis common stock  
 4 during the Class Period, as well as all persons on A.B. Data’s proprietary list of banks, brokerage  
 5 firms, and nominees. In addition, A.B. Data will publish the Summary Notice in *The Wall Street*  
 6 *Journal* and *Investor’s Business Daily*, and on *PR Newswire*. A.B. Data will also post the Notice,  
 7 Long-Form Notice, Proof of Claim, and other materials on the Settlement Website.

8 The proposed combination of mail, publication, and electronic notice satisfies  
 9 Rule 23(c)(2)(B). *See, e.g., In re MGM Mirage Sec. Litig.*, 708 F. App’x 894, 897 (9th Cir. 2017).  
 10 This Court and others in this District have approved class notice plans, like that proposed here,  
 11 that use direct mail, press releases, and posting of notice information on a dedicated website. *See,*  
 12 *e.g., Velodyne LIDAR*, ECF 227 ¶¶4-7 (N.D. Cal. April 23, 2024) (approving notice plan and  
 13 finding that procedures for notice, including mailing individual notice, publication notice, and  
 14 website, satisfy Rule 23 and PSLRA and constitute best notice practicable); *In re HP Sec. Litig.*,  
 15 No. 3:12-cv-05980-CRB, 2015 WL 4477936, at \*2 (N.D. Cal. July 20, 2015) (same).<sup>12</sup>

16 **IV. PROPOSED SCHEDULE OF SETTLEMENT EVENTS**

17 If the Court grants preliminary approval of the proposed Settlement, Lead Plaintiff  
 18 respectfully proposes the schedule below for settlement-related events. The timing of each event  
 19 is determined by the date the Preliminary Approval Order is entered and the date of the Final  
 20 Approval Hearing.

EVENT	DEADLINE
Deadline for A.B. Data to commence mailing of the Notice to Settlement Class Members (the “Notice Date”) and to post copies of the Notice, Long-Form Notice, Proof of Claim, Stipulation, and its exhibits to the Settlement Website ( <a href="http://www.TalisSecuritiesLitigation.com">www.TalisSecuritiesLitigation.com</a> )	21 calendar days from entry of the Preliminary Approval Order (Proposed Order ¶8(a))

25  
 26  
 27 <sup>12</sup> The Stipulation also requires Defendants to comply with Class Action Fairness Act (“CAFA”) notice requirements, including by serving the notice required under 28 U.S.C. § 1715 within five (5) days of this filing, and to file proof of compliance with CAFA with the Court at least thirty-five (35) calendar days prior to the Final Approval Hearing. Stipulation ¶11.3. The Parties are not aware of any other required notices to government entities or others.

EVENT	DEADLINE
Deadline for A.B. Data to publish the Summary Notice in a national news publication and over a national newswire service	14 calendar days from the Notice Date (Proposed Order ¶8(b))
Deadline to submit written requests for exclusion	45 calendar days from Notice Date (Proposed Order ¶12)
Deadline to submit Proof of Claim	90 calendar days from Notice Date (Proposed Order ¶11(a))
Deadline for motions for final approval of the Settlement, Plan of Allocation, and for attorneys' fees and expenses	35 calendar days prior to the Final Approval Hearing (Proposed Order ¶15)
Deadline for objections and statements of intention to appear at the Final Approval Hearing	21 calendar days prior to the Final Approval Hearing (Proposed Order ¶13(a))
Deadline for replies to any Objections	7 calendar days prior to the Final Approval Hearing (Proposed Order ¶15)
Deadline for Co-Lead Counsel to file with the Court proof of mailing and publication of the Notice, Long-Form Notice, Proof of Claim, Summary Notice, and Stipulation and its exhibits	14 calendar days prior to the Final Approval Hearing (Proposed Order ¶8(c))
Final Approval Hearing	No earlier than 90 days from the entry of the Preliminary Approval Order (Proposed Order ¶4)

## V. CONCLUSION

For the foregoing reasons, Class Representative respectfully requests that the Court grant preliminary approval of the Proposed Settlement, enter the Preliminary Approval Order, and schedule the Final Approval Hearing.

Dated: October 1, 2024

Respectfully submitted,

By: /s/ Joseph A. Fonti  
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17 application forthcoming)

18 J. Alexander Hood II (*pro hac vice*)  
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*Counsel for Lead Plaintiff Martin Dugan  
and Lead Counsel for the Putative Class*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE TALIS BIOMEDICAL  
SECURITIES LITIGATION

Case No. 3:22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:  
  
ALL ACTIONS

**DECLARATION OF EVAN A. KUBOTA IN  
SUPPORT OF CLASS REPRESENTATIVE'S  
MOTION FOR PRELIMINARY APPROVAL  
OF PROPOSED CLASS ACTION  
SETTLEMENT**

Date: November 8, 2024  
Time: 10:00 A.M.  
Courtroom: 1  
Judge: Hon. Susan Illston

1 I, Evan A. Kubota, hereby declare as follows:

2 1. I am a Partner with the law firm Bleichmar Fonti & Auld LLP, counsel for Lead  
3 Plaintiff and Class Representative Martin Dugan (“Plaintiff”) and Co-Lead Counsel for the Class. I  
4 am an attorney duly licensed to practice in the State of New York and have been admitted to practice  
5 *pro hac vice* in this matter. I have knowledge of the matters stated herein and, should I be called upon,  
6 I could and would competently testify thereto.

7 2. I submit this declaration and the attached exhibits in support of Class Representative’s  
8 Motion for Preliminary Approval of Proposed Class Action Settlement.

9 3. Attached hereto as **Exhibit 1** is a true and correct copy of the Stipulation of Settlement  
10 (the “Stipulation”), including its exhibits, comprised of:

- 11 a. **Exhibit A** to the Stipulation is the Proposed Order Preliminarily Approving  
12 Settlement and Providing for Class Notice;
- 13 b. **Exhibit A-1** to the Stipulation is the proposed Notice of Pendency and Proposed  
14 Settlement of Class Action;
- 15 c. **Exhibit A-2** to the Stipulation is the proposed Long-Form Notice of Pendency  
16 and Proposed Settlement of Class Action;
- 17 d. **Exhibit A-3** to the Stipulation is the proposed Proof of Claim Form;
- 18 e. **Exhibit A-4** to the Stipulation is the proposed Summary Notice; and
- 19 f. **Exhibit B** to the Stipulation is the proposed Final Judgment Approving  
20 Settlement.

21 4. Attached hereto as **Exhibit 2** is the Declaration of Rochelle J. Teichmiller in Support  
22 of Class Representative’s Motion for Preliminary Approval of Settlement.

23 5. Attached hereto as **Exhibit 3** is an Appendix demonstrating compliance with the  
24 Northern District Procedural Guidance for Class Action Settlements.

25 I declare under penalty of perjury that the foregoing is true and correct. Executed on October 1,  
26 2024 in Stamford, Connecticut.

27 Dated: October 1, 2024 /s/ Evan A. Kubota  
28 Evan A. Kubota



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**CERTIFICATION**

Pursuant to Civil Local Rule 5-1(i), I hereby attest that concurrence in the filing of this document has been obtained from the other signatory.

/s/ Joseph A. Fonti  
Joseph A. Fonti

# **EXHIBIT 1**

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*Cheong, Melissa Gilliam, Rustem F. Ismagilov,*  
 12 *Kimberly J. Popovits, Matthew L. Posard, and Randal*  
 13 *Scott*

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA

17 IN RE TALIS BIOMEDICAL SECURITIES  
 18 LITIGATION

Case No. 22-cv-00105-SI

CLASS ACTION

19 THIS DOCUMENT RELATES TO:

STIPULATION AND AGREEMENT OF  
 SETTLEMENT

20 ALL ACTIONS

Judge: Hon. Susan Illston

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement, dated September 30, 2024 (the “Stipulation” or “Settlement”), is entered into by and among the following parties to the above-captioned action (the “Action”) by and through their counsel of record in the Action: (a) Martin Dugan, as court-appointed lead plaintiff and class representative (“Lead Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class (defined below); (b) (i) defendant Talis Biomedical Corporation (“Talis” or the “Company”); and (ii) defendants Brian Coe, J. Roger Moody, Jr., Felix Baker, Raymond Cheong, Melissa Gilliam, Rustem F. Ismagilov, Kimberly J. Popovits, Matthew L. Posard, and Randal Scott (the “Individual Defendants”; together with Talis, the “Defendants”; and together with Lead Plaintiff, the “Parties”) and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”).<sup>1</sup> Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and the Released Claims (as defined below).

**I. THE ACTION**

**A. The Pleading Stage and Overview of Plaintiff’s Claims**

The original complaints in this Action were filed in January and February 2022.<sup>2</sup> On June 3, 2022, the Court consolidated those actions, appointed Martin Dugan, Leon Yu, and Max Wisdom Technology Limited as co-lead plaintiffs<sup>3</sup>, and approved co-lead plaintiffs’ selection of co-lead counsel (ECF No. 15).

On July 1, 2022, co-lead plaintiffs filed the Consolidated Class Action Complaint (the “Consolidated Complaint”), asserting claims under Sections 11 and 15 the Securities Act of 1933 (the “Securities Act”) and under Sections 10(b) and 20(a) of the Exchange Act of 1934 (ECF No. 74). Defendants moved to dismiss the Consolidated Complaint on August 8, 2022 (ECF No. 83);

<sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

<sup>2</sup> The original complaint in this Action, filed January 7, 2022, asserted a claim under Section 11 of the Securities Act against the Underwriters. The subsequent complaints did not assert any claims against the Underwriters.

<sup>3</sup> On November 30, 2023, Yu and Max Wisdom Technology Ltd. withdrew as co-lead plaintiffs, leaving Dugan as the sole remaining Lead Plaintiff. (ECF No. 131.)

1 co-lead plaintiffs filed their opposition on September 16, 2022 (ECF No. 88); and Defendants filed  
2 their reply on October 14, 2022 (ECF No. 91). The Court heard oral argument on November 4,  
3 2022, and on December 9, 2022, the Court dismissed the Consolidated Complaint with leave to  
4 amend (ECF No. 101).

5 On January 13, 2023, co-lead plaintiffs filed the Amended Consolidated Class Action  
6 Complaint (“Amended Complaint”) (ECF No. 104). The Amended Complaint asserts claims under  
7 Section 11 of the Securities Act against Defendants and under Section 15 of the Securities Act  
8 against the Individual Defendants, on behalf of all persons and entities that purchased or otherwise  
9 acquired common stock issued by Talis pursuant and/or traceable to the Registration Statement  
10 issued in connection with the Company’s February 2021 initial public offering, and were allegedly  
11 damaged thereby. In particular, the Amended Complaint alleges that the Registration Statement  
12 contained materially false and misleading statements, and material omissions in violation of Items  
13 303 and 105 of SEC Regulation S-K, regarding the Talis One.

14 On February 17, 2023, Defendants moved to dismiss the Amended Complaint (ECF No.  
15 107). Co-lead plaintiffs filed their opposition on March 24, 2023. (ECF No. 109.) On April 14,  
16 2023, Defendants filed their reply. (ECF No. 112.) On April 28, 2023, the Court denied  
17 Defendants’ motion to dismiss the Amended Complaint (ECF No. 115).

18 Defendants filed their Answer to the Amended Complaint on May 12, 2023 (ECF No. 117)  
19 and their First Amended Answer to the Amended Complaint on December 7, 2023 (ECF No. 134).

## 20 **B. Discovery Proceedings**

21 Over the course of the Action, Lead Plaintiff sought discovery from Defendants, as well as  
22 several third parties. Defendants sought discovery from co-lead plaintiffs. Specifically, co-lead  
23 plaintiffs served their First Requests for Production of Documents to Defendants on May 11, 2023  
24 and their First Set of Interrogatories to Talis on June 24, 2023. Defendants served their First Set of  
25 Requests for Production of Documents and their First Set of Interrogatories to co-lead plaintiffs on  
26 August 18, 2023 and their Second Set of Requests for Production of Documents on September 15,  
27 2023. On October 20, 2023, co-lead plaintiffs served their Second Requests for Production of  
28 Documents to Defendants and their Second Set of Interrogatories to Talis. On November 3, 2023,

1 Defendants served their Second Set of Interrogatories to co-lead plaintiffs. On December 6, 2023,  
2 Lead Plaintiff served his Third Set of Requests for Production of Documents. On May 7, 2024,  
3 Lead Plaintiff served his First Set of Requests for Admission. On May 13, 2024, Defendants served  
4 their Third Set of Interrogatories and First Set of Requests for Admission to Lead Plaintiff.

5 Between September 2023 and January 2024, Lead Plaintiff also issued third party  
6 subpoenas to Zollner Electronics, Inc., BofA Securities, Inc., J.P. Morgan Securities LLC,  
7 Torchiana, Inc., DeWitte P. Hoff, Cambria Regulatory Consulting, Inc., Baker Bros. Advisors LP,  
8 CapLinked, Inc., Broadridge Financial Solutions, Inc., Depository Trust & Clearing Corporation,  
9 and Financial Industry Regulatory Authority.

10 Over the course of many months, the Parties engaged in extensive correspondence and  
11 numerous meet-and-confer sessions over search terms and custodians for their respective document  
12 searches and productions. The Parties also produced numerous documents in response to the  
13 aforementioned document requests, with Defendants producing over 170,000 documents covering  
14 more than 780,000 pages of documents from 27 different custodians.

15 The Parties also took 18 depositions between October 2023 and the close of fact discovery  
16 on June 12, 2024. Specifically, Defendants took the deposition of Lead Plaintiff and two of his  
17 class certification experts. Lead Plaintiff deposed Defendants' class certification expert, each  
18 Individual Defendant, three former employees of Talis, and two third parties.

### 19 **C. Class Certification**

20 On October 13, 2023, co-lead plaintiffs filed their Motion for Class Certification, attaching  
21 the expert report of Zachary Nye, Ph.D. (ECF No. 126, 127-1.) Defendants took the deposition of  
22 Lead Plaintiff Martin Dugan on October 27, 2023 and the deposition of Dr. Nye on December 8,  
23 2023. On November 30, 2023, then-co-lead plaintiffs Leon Yu and Max Wisdom Technology  
24 Limited withdrew as lead plaintiffs, leaving Martin Dugan as the sole Lead Plaintiff. (ECF No.  
25 131.) Defendants filed their Opposition to the Motion for Class Certification on December 12,  
26 2023. (ECF No. 136.) On January 12, 2024, Lead Plaintiff filed his reply in support of class  
27 certification, attaching the expert report of Joshua Mitts, Ph.D. (ECF No. 137, 138-1.) On January  
28 19, 2024, Defendants objected to certain evidence filed in support of Lead Plaintiff's class

1 certification reply brief. (ECF No. 141.) On January 24, 2024, the Parties stipulated to Defendants’  
2 filing of a sur-reply in support of their class certification opposition brief. (ECF No. 142.)  
3 Defendants took the deposition of Dr. Mitts on January 29, 2024. On February 2, 2024, Defendants  
4 filed their sur-reply, attaching the expert rebuttal report of Mr. Jack R. Wiener. (ECF No. 149, 149-  
5 3). Lead Plaintiff took the deposition of Mr. Wiener on February 5, 2024 and objected to certain  
6 evidence filed in support of Defendants’ sur-reply on February 6, 2024. (ECF No. 151.)

7 On February 9, 2024, the Court conducted a hearing on Plaintiff’s motion for class  
8 certification. The same day, the Court granted the motion. (ECF No. 153.) In the order, the Court  
9 appointed Lead Plaintiff as Class Representatives and Co-Lead Counsel as Co-Class Counsel, and  
10 certified a class of persons or entities that purchased or acquired Talis common stock pursuant  
11 and/or traceable to the Registration Statement between February 11, 2021 and August 11, 2021.  
12 *Id.* While Lead Plaintiff had moved to certify a class through January 7, 2022, the Parties disputed  
13 whether shares purchased or acquired after August 11, 2021 (when Talis’ IPO lock-up expired)  
14 were traceable to the Registration Statement. In its order, the Court only certified a class between  
15 February 11, 2021 and August 11, 2021, noting that during that time period, there were no issues  
16 with tracing. *Id.* The Court held that Lead Plaintiff could renew his request for certification  
17 regarding the latter time period if he could later demonstrate that tracing was possible on a  
18 classwide basis. *Id.*

#### 19 **D. Mediation and Settlement Negotiations**

20 On March 14, 2024, the Parties and Defendants’ directors’ and officers’ liability insurance  
21 carriers participated in all-day virtual mediation session with mediator Michelle Yoshida of Phillips  
22 ADR. Prior to the mediation, each side submitted comprehensive mediation statements setting forth  
23 their respective positions on various legal and factual issues, which included detailed information  
24 obtained through the extensive discovery process. During the mediation, the Parties provided their  
25 respective views on liability and damages, including “negative causation” issues. At the conclusion  
26 of the mediation, the Parties were at an impasse and agreed to continue litigation efforts. No further  
27 settlement negotiations were scheduled.  
28

1 In June 2024, while active litigation remained ongoing, the Parties resumed settlement  
2 discussions, which included numerous telephonic and video conferences, and an in-person meeting  
3 in Chicago. The Parties re-engaged Ms. Yoshida in July 2024 and held a follow-up all-day  
4 mediation session in person in Chicago on July 30, 2024. Again, the Parties set forth their  
5 respective positions and exchanged several offers and counter-offers. While no agreement was  
6 reached during the formal session, Ms. Yoshida continued her active role in attempting to bring the  
7 Parties together for a resolution, and the Parties continued to exchange additional offers and  
8 counteroffers. Ultimately, these discussions culminated in a mediator's proposal for \$32.5 million,  
9 which the Parties accepted on August 21, 2024.

## 10 **II. CLAIMS OF LEAD PLAINTIFF AND BENEFITS OF SETTLEMENT**

11 Based on Lead Plaintiff's evaluation, Lead Plaintiff and his counsel have determined that  
12 the terms set forth in this Stipulation are fair, reasonable, adequate, and in the best interests of the  
13 Settlement Class. Based upon their investigation and prosecution of the case, Lead Plaintiff  
14 believes that the claims asserted in the Action have merit and that the evidence developed to date  
15 supports those claims. The Stipulation shall not be construed as or received in evidence as an  
16 admission, concession, or presumption against Lead Plaintiff or any of the Settlement Class  
17 Members that any of their claims are without merit, that any defenses asserted by Defendants have  
18 merit, or that the damages recoverable in the Action would not have exceeded the Settlement Fund  
19 (as defined herein). However, Lead Plaintiff recognizes and acknowledges the potential expense  
20 and length of continued proceedings necessary to prosecute the Action against Defendants through  
21 trial and appeals.

22 Lead Plaintiff has also taken into account the uncertain outcome and risk of any litigation,  
23 especially in complex actions such as this Action, as well as the difficulties and delays of such  
24 litigation. Furthermore, Lead Plaintiff took into account Defendants' ability to pay a more sizable  
25 settlement, particularly in light of Defendants' wasting directors' and officers' liability insurance  
26 policy and the Company's current financial condition. Lead Plaintiff is also mindful of the inherent  
27 difficulties of proof associated with, and possible defenses to, the securities law violations asserted  
28



1 in the Action. Lead Plaintiff believes that the terms set forth in this Stipulation confer substantial  
2 benefits upon the Settlement Class.

### 3 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

4 Throughout this Action, Defendants have denied, and continue to deny, any and all  
5 allegations of fault, liability, wrongdoing, or damages whatsoever arising out of any of the conduct,  
6 statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants  
7 have denied, and continue to deny, the allegations that any statements in the Registration Statement  
8 were false and misleading, or that Lead Plaintiff or any Settlement Class Member has suffered  
9 damages or was harmed by any of the conduct alleged in the Action or that could have been alleged  
10 as part of the Action. Defendants maintain that they have meritorious defenses to all claims in the  
11 Action.

12 Although Defendants continue to believe the claims asserted against them in the Action are  
13 without merit, they have agreed to enter into the Settlement Agreement set forth in this Stipulation  
14 solely to avoid the expense, distraction, time, and uncertainty associated with the Action. Having  
15 taken into account the risks inherent in any litigation, especially in complex cases such as this  
16 Action, Defendants have concluded that it is desirable and beneficial that the Action be fully and  
17 finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

### 18 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

19 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Lead  
20 Plaintiff (on behalf of himself and the Class) and Defendants, by and through their respective  
21 undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e), that, in  
22 consideration of the benefits flowing to the Parties from the Settlement, all Released Claims as  
23 against the Released Defendant Parties and all Released Defendants' Claims as against the Released  
24 Plaintiff Parties shall be settled and released, and the Action shall be dismissed with prejudice, upon  
25 and subject to the terms and conditions set forth below.

#### 26 **1. Definitions**

27 As used in this Stipulation and any exhibit attached hereto and made a part hereof, the  
28 following capitalized terms shall have the following meanings:

1 1.1. “Action” means the consolidated securities class action entitled *In re Talis*  
2 *Biomedical Securities Litigation*, Case No. 22-cv-00105-SI, pending in the United States District  
3 Court for the Northern District of California before the Honorable Susan Illston.

4 1.2. “Alternative Judgment” means a form of final judgment that may be entered by the  
5 Court herein that is not materially different from the Judgment provided for in this Stipulation.

6 1.3. “Amended Complaint” means the Amended Consolidated Class Action Complaint  
7 for Violations of the Federal Securities Laws filed by Lead Plaintiff on January 13, 2023 (ECF No.  
8 104).

9 1.4. “Authorized Claimant” means a Settlement Class Member who submits a Proof of  
10 Claim Form to the Claims Administrator that is approved by the Court for payment from the Net  
11 Settlement Fund.

12 1.5. “Claim” means a Proof of Claim Form or electronic claim submitted to the Claims  
13 Administrator.

14 1.6. “Claim Form” or “Proof of Claim Form” means in the form attached hereto as  
15 Exhibit A-3, or in such other form as may be approved in writing by all of the Parties acting by and  
16 through their respective counsel of record in the Action and approved by the Court, that a Claimant  
17 or Settlement Class Member must complete and submit should that Claimant or Settlement Class  
18 Member seek to share in a distribution of the Net Settlement Fund.

19 1.7. “Claimant” means a person or entity who or which submits a Claim to the Claims  
20 Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

21 1.8. “Claims Administrator” means A.B. Data, Ltd., the firm retained by Lead Plaintiff  
22 and Co-Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court  
23 to potential Settlement Class Members and to administer the Settlement.

24 1.9. “Co-Class Counsel” or “Co-Lead Counsel” means Bleichmar Fonti & Auld LLP  
25 (“BFA”) and Pomerantz LLP.

26 1.10. “Class Distribution Order” means an order entered by the Court authorizing and  
27 directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.  
28

1 1.11. “Court” means the United States District Court for the Northern District of  
2 California.

3 1.12. “Defendants” means Talis and the Individual Defendants.

4 1.13. “Defendants’ Counsel” means Cooley LLP.

5 1.14. “D&O Insurers” means Defendants’ directors’ and Officers’ liability insurance  
6 carriers: Berkley Insurance Company, XL Specialty Insurance Company, Hudson Insurance Group,  
7 and National Union Fire Insurance Company of Pittsburgh, Pa.

8 1.15. “Effective Date,” or the date upon which the Settlement becomes “Effective,” means  
9 the first date by which all of the events and conditions specified in ¶ 8.1 of this Stipulation have  
10 been met, have occurred, or have been waived.

11 1.16. “Escrow Accounts” means the interest-bearing escrow accounts established by the  
12 Escrow Agents pursuant to ¶ 2.1 of this Stipulation wherein the Settlement Amount shall be  
13 deposited and held in escrow under the control of Co-Class Counsel.

14 1.17. “Escrow Agents” means The Huntington National Bank and Esquire Bank, National  
15 Association.

16 1.18. “Escrow Agreements” means the agreements between Lead Counsel BFA and the  
17 Escrow Agents setting forth the terms under which the Escrow Agents shall maintain the Escrow  
18 Accounts.

19 1.19. “Final,” with respect to the Judgment or, if applicable, the Alternative Judgment, or  
20 any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for  
21 filing or noticing any appeal under the Federal Rules of Appellate Procedure, i.e., thirty (30) days  
22 after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the  
23 date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or  
24 otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of  
25 the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of  
26 certiorari or other form of review, and, if certiorari or other form of review is granted, the date of  
27 final affirmance following review pursuant to that grant. However, any appeal or proceeding  
28 seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’

1 fees, costs or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or  
2 subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

3 1.20. “Immediate Family” means children, stepchildren, parents, stepparents, spouses,  
4 siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and  
5 sisters-in-law. As used in this paragraph, “spouse” shall mean a husband, a wife, or a partner in a  
6 state-recognized domestic relationship or civil union.

7 1.21. “Individual Defendants” means Brian Coe, J. Roger Moody, Jr., Felix Baker,  
8 Raymond Cheong, Melissa Gilliam, Rustem F. Ismagilov, Kimberly J. Popovits, Matthew L.  
9 Posard, and Randal Scott.

10 1.22. “IPO” or “Initial Public Offering” means the public offering, pursuant to the  
11 Registration Statement, of Talis common stock that commenced on February 11, 2021 and closed  
12 on February 17, 2021.

13 1.23. “Judgment” means the final judgment, substantially in the form attached hereto as  
14 Exhibit B, to be entered by the Court approving the Settlement, as well as any final judgment that  
15 may be entered by the Court in a form other than the form attached hereto as Exhibit B and where  
16 none of the Parties elects to terminate this Settlement by reason of such variance, consistent with  
17 the terms of this Stipulation.

18 1.24. “Lead Plaintiff” means Martin Dugan.

19 1.25. “Litigation Expenses” means costs and expenses incurred in connection with  
20 commencing, prosecuting and settling the Action for which Co-Lead Counsel intend to apply to the  
21 Court for reimbursement from the Settlement Fund.

22 1.26. “Long-Form Notice” means the Long-Form Notice of Pendency and Proposed  
23 Settlement of Class Action, in the form attached hereto as Exhibit A-2, or in such other form as  
24 may be approved in writing by all of the Parties acting by and through their respective counsel of  
25 record in the Action and approved by the Court, which is to be disseminated via the Settlement  
26 website.

27 1.27. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax  
28 Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the

1 Court; (iv) any attorneys' fees awarded by the Court; and (v) other Court-approved deductions,  
2 including any award to Lead Plaintiff pursuant to the PSLRA.

3 1.28. "Notice" means the Notice of Pendency and Proposed Settlement of Class Action,  
4 in the form attached hereto as Exhibit A-1, or in such other form as may be approved in writing by  
5 all of the Parties acting by and through their respective counsel of record in the Action and approved  
6 by the Court, which is to be mailed to Settlement Class Members.

7 1.29. "Notice and Administration Costs" means the reasonable costs, fees and expenses  
8 that are actually incurred by the Claims Administrator and/or Co-Lead Counsel in connection with:  
9 (i) providing notice of the Settlement to the Settlement Class, including posting Notices by mail,  
10 publication, and other means of locating potential Settlement Class Members; and (ii) administering  
11 the Settlement, including but not limited to the Claims process, as well as the costs, fees and  
12 expenses incurred in connection with the Escrow Accounts.

13 1.30. "Officer" means any officer as that term is defined in Securities and Exchange Act  
14 Rule 16a-1(f).

15 1.31. "Parties" means Defendants and Lead Plaintiff, on behalf of themselves and the  
16 Settlement Class.

17 1.32. "Plaintiff's Counsel" means Co-Lead Counsel and The Schall Law Firm.

18 1.33. "Plan of Allocation" means the proposed plan or formula for allocation of the Net  
19 Settlement Fund to Authorized Claimants as set forth in the Long-Form Notice. Any Plan of  
20 Allocation is not part of the Stipulation, and Released Defendant Parties shall have no responsibility  
21 for the Plan of Allocation or its implementation and no liability with respect thereto. Any order or  
22 proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation  
23 or affect the finality of the Judgment or any other orders entered by the Court pursuant to this  
24 Stipulation.

25 1.34. "Preliminary Approval Order" means the order to be entered by the Court  
26 preliminarily approving the Settlement and directing that notice of the Settlement be provided to  
27 the Settlement Class, in the form attached hereto as Exhibit A, or in such other form as approved  
28 by the Court.

1 1.35. “Prospectus” has the meaning set forth in ¶ 1.37.

2 1.36. “PSLRA” means the Private Securities Litigation Reform Act of 1995, including 15  
3 U.S.C. § 78u-4 and 15 U.S.C. § 77z-1, as amended.

4 1.37. “Registration Statement” means the Registration Statement on Form S-1 originally  
5 filed by Talis with the SEC on January 22, 2021 and the amendments thereto filed on Form S-1/A,  
6 which was declared effective on February 11, 2021, and any documents incorporated therein,  
7 including the final prospectus filed by Talis on Form 424B4 with the SEC on February 12, 2021  
8 (the “Prospectus”).

9 1.38. “Related Persons” means (i) with respect to Defendants, Defendants’ Counsel,  
10 D&O Insurers, and Underwriters, and each of their respective current and former Officers,  
11 directors, agents, parents, members, partners, principals, controlling shareholders, advisors  
12 (including financial or investment advisors), auditors, accountants, consultants, underwriters,  
13 affiliates, subsidiaries, predecessors, successors, advisors, trustees, insurers, reinsurers, assigns,  
14 assignees, employees, and attorneys, in their capacities as such; and (ii) with respect to the  
15 Individual Defendants, their respective spouses, Immediate Family members, heirs, successors,  
16 executors, estates, administrators, attorneys, agents, accountants, insurers or reinsurers, personal  
17 representatives, trusts, community property, and any other entity in which any of them has a  
18 controlling interest.

19 1.39. “Released Claims” means all Released Defendants’ Claims and all Released  
20 Plaintiff’s Claims.

21 1.40. “Released Defendants’ Claims” means all claims and causes of action of every  
22 nature and description, whether known claims or Unknown Claims, whether arising under federal,  
23 state, common or foreign law, that arise out of or relate in any way to the institution, prosecution,  
24 or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims  
25 do not include: (i) any claims relating to the enforcement of the Settlement, (ii) any claims against  
26 any person or entity who or which submits a request for exclusion from the Settlement Class that  
27 is accepted by the Court, or (iii) any claims that may be asserted derivatively against any Defendant  
28 and/or their Related Persons.

1 1.41. “Released Defendant Parties” means each and all Defendants, Defendants’ Counsel,  
2 D&O Insurers, Underwriters, and their respective Related Persons.

3 1.42. “Released Plaintiff’s Claims” means all claims and causes of action of every nature  
4 and description, whether known claims or Unknown Claims, whether arising under federal, state,  
5 common or foreign law, or any other law, rule or regulation, at law or in equity, whether class or  
6 individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether  
7 matured or unmatured, that Lead Plaintiff or any other member of the Settlement Class asserted in  
8 the Action, and/or could have asserted in any forum, that arise out of, relate to, or are based upon  
9 both (i) the allegations, acts, transactions, facts, events, matters or occurrences, representations or  
10 omissions involved, set forth, or referred to in the Action, including all claims arising out of or  
11 relating to Talis’ IPO, and (ii) the solicitation, purchase, holding, disposition, and/or acquisition of  
12 any shares of Talis common stock during the period February 11, 2021 through August 11, 2021,  
13 inclusive. Released Plaintiff’s Claims do not include: (i) any claims relating to the enforcement of  
14 the Settlement; or (ii) any claims of any person or entity who or which submits a request for  
15 exclusion that is accepted by the Court.

16 1.43. “Released Plaintiff Parties” means Lead Plaintiff, all former plaintiffs in the Action,  
17 Plaintiffs’ Counsel, and all other Settlement Class Members, as well as each of their respective  
18 current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors,  
19 predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.

20 1.44. “Released Parties” means the Released Defendant Parties and the Released Plaintiff  
21 Parties.

22 1.45. “Releases” means the releases set forth in ¶¶ 4.2–4.4 of this Stipulation.

23 1.46. “SEC” means the Securities and Exchange Commission.

24 1.47. “Settlement” means the resolution of the Action in accordance with the terms and  
25 provisions of this Stipulation.

26 1.48. “Settlement Amount” means thirty-two million five hundred thousand U.S. dollars  
27 (\$32,500,000.00) in cash.

28

1           1.49. “Settlement Class” or “Class” means “All persons or entities that purchased or  
2 otherwise acquired common stock issued by Talis pursuant and/or traceable to the registration  
3 statement and prospectus issued in connection with the Company’s February 11, 2021 initial public  
4 offering between February 11, 2021 and August 11, 2021, inclusive, and were damaged thereby.  
5 Excluded from the Class are (i) Defendants and any affiliates or subsidiaries thereof, (ii) present  
6 and former officers and directors of Talis and its subsidiaries or affiliates, and their immediate  
7 family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions  
8 (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants’ liability insurance carriers, and any affiliates or  
9 subsidiaries thereof; (iv) any entity in which any Defendant has or has had a controlling interest;  
10 (v) Talis’s employee retirement and benefits plan(s); and (vi) the legal representatives, heirs,  
11 estates, agents, successors, or assigns of any person or entity described in the preceding five  
12 categories.” (ECF No. 153.) Also excluded from the Settlement Class are those persons who file  
13 valid and timely requests for exclusion in accordance with the Preliminary Approval Order.

14           1.50. “Settlement Class Member(s)” or “Member(s)” means members of the Settlement  
15 Class.

16           1.51. “Settlement Fund” means the Settlement Amount together with interest earned  
17 thereon.

18           1.52. “Settlement Hearing,” “Settlement Fairness Hearing” or “Final Approval Hearing”  
19 means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to  
20 consider final approval of the Settlement.

21           1.53. “Stipulation” or “Settlement Agreement” means this Stipulation of Settlement,  
22 including the recitals and exhibits hereto (the “Exhibits”), each of which is incorporated by  
23 reference as though set forth in the Stipulation itself.

24           1.54. “Summary Notice” means the Summary Notice of the (i) Proposed Settlement, (ii)  
25 Plan of Allocation, (iii) Final Approval Hearing; and (iv) application for attorneys’ fees and  
26 Litigation Expenses, in the form attached hereto as Exhibit A-4, to be published as set forth in the  
27 Preliminary Approval Order, or in such other form as may be approved in writing by all of the  
28



1 Parties acting by and through their respective counsel of record in the Action and approved by the  
2 Court.

3 1.55. “Tax” or “Taxes” means: (i) all federal, foreign, state and/or local taxes of any kind,  
4 fees, levies, duties, tariffs, imposts and other charges of any kind (including any estimated taxes,  
5 interest or penalties thereon) on any income earned by the Settlement Fund; (ii) the expenses and  
6 costs incurred by Co-Lead Counsel and/or the Escrow Agents in connection with determining the  
7 amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation,  
8 expenses of tax attorneys and accountants); and (iii) all taxes imposed on payments by the  
9 Settlement Fund, including withholding taxes.

10 1.56. “Tax Expenses” means any expenses and costs incurred in connection with the  
11 calculation and payment of Taxes or the preparation of tax returns and related documents including,  
12 without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs  
13 and expenses relating to filing (or failing to file) the returns described in ¶¶ 2.8 and 2.9.

14 1.57. “Termination Notice” has the meaning set forth in ¶ 9.1.

15 1.58. “Underwriters” means collectively J.P. Morgan Securities LLC, BofA Securities,  
16 Inc., Piper Sandler & Co., and BTIG, LLC.

17 1.59. “Unknown Claims” means any Released Plaintiff’s Claims that Lead Plaintiff or  
18 any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the  
19 time of the release of such claims, and any Released Defendants’ Claims that any Defendant or any  
20 other Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time  
21 of the release of such claims, which, if known by him, her, or it might have affected his, her, or its  
22 decision(s) with respect to this Settlement, including but not limited to, whether or not to object to  
23 this Settlement or to the release of any Released Claims. With respect to any and all Released  
24 Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff  
25 and Defendants shall expressly waive, and each of the other Released Plaintiff Parties and Released  
26 Defendant Parties shall be deemed to have waived, and by operation of the Judgment, shall have  
27 expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code  
28 §1542 and any law of any state or territory of the United States, or principle of common law or

1 foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which  
2 provides:

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

7 The Released Parties acknowledge that they may hereafter discover facts in addition to or different  
8 from those which he, she, it, or their counsel now knows or believes to be true with respect to the  
9 subject matter of the Released Claims but they are, notwithstanding this potential, entering into the  
10 Stipulation and intend it to be a full, final, and permanent resolution of the Released Claims and  
11 this Action. Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class  
12 Members and each of the other Released Plaintiff Parties and Released Defendant Parties shall be  
13 deemed by operation of law to have acknowledged, that the foregoing waiver was separately  
14 bargained for and a key element of the Settlement.

## 14 **2. The Settlement**

### 15 **a. The Settlement Fund**

16 2.1 Subject to the terms of this Stipulation, Defendants shall cause the Settlement  
17 Amount to be paid into the Escrow Accounts designated by the Escrow Agents within thirty (30)  
18 days of (i) preliminary approval of the Settlement in the District Court, or (ii) if Talis commences  
19 a case under Title 11 of the United States Code (the “Bankruptcy Case”) in accordance with Section  
20 12 of this Agreement, entry of an order of the Bankruptcy Court confirming a plan that implements  
21 the settlement described herein (or entry of a separate Bankruptcy Court order granting preliminary  
22 approval of the Settlement, if earlier), in each case provided that Talis has received all information  
23 necessary to effectuate a transfer of funds, including the bank name and ABA routing number, as  
24 well as verbal confirmation of such information for fraud protection purposes, and a signed W-9.

25 2.2 Until the Settlement Amount is deposited into the Escrow Accounts, Talis agrees to  
26 maintain no less than \$27.5 million, for the purpose of funding the Settlement Amount, in a  
27 nonoperating account that is separate from the account that Talis uses for operations.  
28

1           2.3 Defendants and/or XL Specialty Insurance Company's failure to timely pay the  
2 Settlement Amount shall result in the accrual of interest on any unpaid amount at the then-current  
3 rate of interest on the T-bill maturing 90 days after the payment date.

4           2.4 The payments described in ¶ 2.1 (and the cost of compliance with any Class Action  
5 Fairness Act notice requirements, described in ¶ 11.3) are the only payments to be made by or on  
6 behalf of any and all of the Released Defendant Parties in connection with this Settlement. All  
7 fees, costs, and expenses incurred by or on behalf of Lead Plaintiff and members of the Settlement  
8 Class associated with this Settlement, including, but not limited to, (a) any Taxes or Tax Expenses;  
9 (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d)  
10 any attorneys' fees awarded by the Court; and (e) other Court-approved deductions, shall be paid  
11 from the Settlement Fund, and in no event shall any Released Defendant Party bear any  
12 responsibility or liability for any such fees, costs, or expenses.

13                   b.       **Use of Settlement Fund**

14           2.5 Subject to the terms and conditions of this Stipulation and the Settlement, the  
15 Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Notice and  
16 Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees  
17 awarded by the Court; and (e) any award to Lead Plaintiff pursuant to the PSLRA. The balance  
18 remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to  
19 Authorized Claimants as provided in ¶¶ 6.1–6.15 below, or as otherwise ordered by the Court.

20           2.6 Except as provided herein or pursuant to orders of the Court, the Net Settlement  
21 Fund shall remain in the Escrow Accounts prior to the Effective Date. All funds held by the Escrow  
22 Agents shall be deemed to be in the custody of the Court, and shall remain subject to the jurisdiction  
23 of the Court until such time as the funds shall be distributed or returned pursuant to the terms of  
24 this Stipulation or further order(s) of the Court. At the written direction of Lead Counsel BFA, the  
25 Escrow Agents shall invest the Settlement Fund exclusively in United States Agency or Treasury  
26 securities or other instruments backed by the full faith and credit of the United States Government  
27 or an agency thereof, or fully insured by the Federal Deposit Insurance Corporation or the United  
28 States Government or an agency thereof, and shall reinvest the proceeds of these instruments as

1 they mature in other such instruments at their then-current market rates. All risks related to the  
2 investment of the Settlement Fund shall be borne by the Escrow Agents, and the Released  
3 Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect  
4 to any investment decisions or actions taken, or any transactions executed by, the Escrow Agents.

5         2.7     The Escrow Agents shall not disburse the Settlement Fund except as provided in the  
6 Stipulation or by an order of the Court.

7         2.8     The Parties agree that the Settlement Fund is intended to be a Qualified Settlement  
8 Fund within the meaning of Treasury Regulation § 1.468B-1 and that Co-Lead Counsel, as  
9 administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),  
10 shall be solely responsible for filing or causing to be filed all informational and other tax returns as  
11 may be necessary or appropriate (including, without limitation, the returns described in Treasury  
12 Regulation § 1.468B-2(k)) for the Settlement Fund. Co-Lead Counsel shall also be responsible for  
13 causing payment to be made from the Settlement Fund of any Taxes owed with respect to the  
14 Settlement Fund. The Released Defendant Parties shall not have any liability or responsibility for  
15 any such Taxes. Upon written request, Defendants will provide to Co-Lead Counsel the statement  
16 described in Treasury Regulation § 1.468B-3(e). Co-Lead Counsel, as administrators of the  
17 Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make  
18 such elections as are necessary or advisable to carry out this paragraph, including, as necessary,  
19 making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the  
20 Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or  
21 cause to be taken all actions as may be necessary or appropriate in connection therewith. Such  
22 elections shall be made in compliance with procedures and requirements contained in such  
23 regulations. It shall be the responsibility of Co-Lead Counsel to timely and properly prepare and  
24 deliver the necessary documentation for signature by all necessary parties, and thereafter to cause  
25 the appropriate filing to timely occur.

26         2.9     All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be  
27 timely paid by the Escrow Agents pursuant to the disbursement instructions to be set forth in the  
28 Escrow Agreements, and without further order of the Court. Any tax returns prepared for the

1 Settlement Fund (as well as the election set forth therein) shall be consistent with the previous  
2 paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund  
3 shall be paid out of the Settlement Fund as provided herein. The Released Defendant Parties shall  
4 have no responsibility or liability for the acts or omissions of the Claims Administrator, the Escrow  
5 Agents, Co-Lead Counsel, or their agents with respect to the payment of Taxes, as described herein,  
6 or the filing of any tax returns or other documents in connection with the Settlement Fund.

7 2.10 The Settlement is not a claims-made settlement. Upon the occurrence of the  
8 Effective Date, no Released Defendant Party, or any person or entity who or which paid any portion  
9 of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion  
10 thereof for any reason whatsoever, including without limitation, the number of Claim Forms  
11 submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of  
12 recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement  
13 Fund. In no instance shall any Released Defendant Party be required to pay any amount other than  
14 as specified in ¶ 2.1 and ¶ 11.3.

15 2.11 Notwithstanding the fact that the Effective Date of the Settlement has not yet  
16 occurred, Co-Lead Counsel may pay from the Settlement Fund, without further approval from  
17 Defendants or further order of the Court, reasonable Notice and Administration Costs actually  
18 incurred and paid or payable. Subsequent to the Effective Date, Co-Lead Counsel may pay from  
19 the Settlement Fund, without further approval from Defendants or further order of the Court,  
20 reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and  
21 expenses shall include, without limitation, the actual costs of printing and mailing the Notice,  
22 publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to  
23 their beneficial owners, the administrative expenses incurred and fees charged by the Claims  
24 Administrator in connection with providing notice, administering the Settlement (including  
25 processing the submitted Claims), and the fees, if any, of the Escrow Agents. In the event that the  
26 Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration  
27 Costs paid or incurred, including any related fees, shall not be returned or repaid to any of the  
28

1 Released Defendant Parties, or any person or entity who or which paid any portion of the Settlement  
2 Amount.

3 **3. Class Certification and Preliminary Approval Order**

4 3.1 Solely for the purposes of the Settlement and for no other purpose, the Parties  
5 stipulate and agree to certify the Settlement Class.

6 3.2 As soon as practicable after execution of the Stipulation, and on or before September  
7 12, 2024, Lead Plaintiff shall file the Stipulation (together with its exhibits) and motion for  
8 preliminary approval of the Settlement. Concurrently with the motion for preliminary approval,  
9 Lead Plaintiff shall apply to the Court for entry of the Preliminary Approval Order, in the form  
10 attached hereto as Exhibit A, approval for mailing the Notice in the form of Exhibit A-1 attached  
11 hereto, approval for disseminating the Long-Form Notice in the form of Exhibit A-2 attached  
12 hereto, and approval for publication of the Summary Notice in the form of Exhibit A-4 attached  
13 hereto, or for each, in such other forms as may be approved in writing by all of the Parties acting  
14 by and through their respective counsel of record in the Action and approved by the Court. In  
15 addition, Lead Plaintiff's motion shall request the scheduling of a hearing for consideration of final  
16 approval of the Settlement.

17 **4. Release of Claims**

18 4.1 The satisfaction of the obligations incurred pursuant to this Stipulation shall be in  
19 full and final disposition of the Action as against Released Defendant Parties and as to any and all  
20 Released Claims.

21 4.2 Pursuant to the Judgment, without further action by anyone, upon the Effective Date  
22 of the Settlement, the Released Plaintiff Parties shall be deemed to have, and by operation of the  
23 Judgment (or, if applicable, the Alternative Judgment) shall have, fully, finally, and forever waived,  
24 released, relinquished, discharged, and dismissed each and every one of the Released Plaintiff's  
25 Claims against each and every one of the Released Defendant Parties. Upon the Effective Date, the  
26 Released Plaintiff Parties will be forever barred and enjoined from commencing, instituting,  
27 prosecuting, or maintaining any action or other proceeding in any court of law or equity, arbitration  
28 tribunal, or administrative or other forum, foreign or domestic, asserting the Released Plaintiff's

1 Claims against any and all of the Released Defendant Parties, whether or not such Released Plaintiff  
2 Party executes and delivers the Proof of Claim and Release or shares in the Net Settlement Fund.  
3 In exchange for the mutual releases and other consideration set forth herein, including full payment  
4 of the Settlement Amount by or on behalf of Defendants, Lead Plaintiff will, as provided for in the  
5 Judgment, or Alternative Judgment, consent to the dismissal with prejudice of the Action as set  
6 forth herein. This release shall not apply to any person or entity who or which submits a request  
7 for exclusion from the Settlement Class that is accepted by the Court.

8 4.3 Pursuant to the Judgment, without further action by anyone, upon the Effective Date  
9 of the Settlement, Released Defendant Parties shall be deemed to have, and by operation of the  
10 Judgment (or, if applicable, the Alternative Judgment) shall have, fully, finally, and forever  
11 released, relinquished, and discharged all Released Defendants' Claims against the Released  
12 Plaintiff Parties. Upon the Effective Date, the Released Defendant Parties will be forever barred  
13 and enjoined from commencing, instituting, prosecuting, or maintaining any action or other  
14 proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum,  
15 foreign or domestic, asserting the Released Defendants' Claims against any and all of the Released  
16 Plaintiff Parties. Claims to enforce the terms of this Stipulation are not released. Notwithstanding  
17 the foregoing, nothing in this Stipulation or its exhibits shall be construed as limiting, modifying,  
18 or otherwise affecting any insurance coverage or policies or contractual indemnity that may be  
19 available to any of the Released Defendant Parties. This release shall not apply to any person or  
20 entity who or which submits a request for exclusion from the Settlement Class that is accepted by  
21 the Court.

22 4.4 Notwithstanding ¶¶ 4.2 and 4.3 above, nothing in the Judgment shall restrict or  
23 impair the rights of any Party to enforce or effectuate the terms of this Stipulation or the Judgment.

## 24 5. Terms of the Judgment

25 5.1 If the Settlement contemplated by this Stipulation is approved by the Court, Co-  
26 Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, in the form  
27 attached hereto as Exhibit B, which shall, among other things, provide for the dismissal with  
28



1 prejudice of the Action against the Released Defendant Parties, without costs to any Party, except  
2 for the payments expressly provided for herein.

3 **6. Notice and Settlement Administration**

4 6.1 As part of the Preliminary Approval Order, Lead Plaintiff shall seek appointment of  
5 a Claims Administrator. The Claims Administrator shall administer the Settlement, including, but  
6 not limited to, the process of receiving, reviewing, and approving or denying Claims, under Co-  
7 Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Released  
8 Defendant Parties shall have any involvement in or any responsibility, authority, or liability  
9 whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration  
10 of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have  
11 no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any  
12 other Settlement Class Members, or Co-Lead Counsel, in connection with the foregoing.  
13 Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably  
14 necessary to effectuate its terms.

15 6.2 In accordance with the terms of the Preliminary Approval Order to be entered by  
16 the Court, Co-Lead Counsel shall cause the Claims Administrator to mail the Notice to those  
17 members of the Settlement Class as may be identified through reasonable effort. Co-Lead Counsel  
18 shall also cause the Claims Administrator to disseminate the Long-Form Notice and Proof of Claim  
19 Form via the Settlement website, and to have the Summary Notice published, in accordance with  
20 the terms of the Preliminary Approval Order to be entered by the Court.

21 6.3 The Claims Administrator shall receive Claims and determine first, whether the  
22 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's pro rata share of  
23 the Net Settlement Fund based upon each Authorized Claimant's recognized claim compared to the  
24 total recognized claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth  
25 in the Long-Form Notice, or in such other plan of allocation as the Court approves).

26 6.4 The Plan of Allocation proposed in the Long-Form Notice is not a necessary term  
27 of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this  
28 Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Co-



1 Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's  
2 or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation  
3 in this Action. Released Defendant Parties shall not object in any way to the Plan of Allocation or  
4 any other plan of allocation in this Action. No Released Defendant Party shall have any  
5 involvement with or liability, obligation, or responsibility whatsoever in connection with the Plan  
6 of Allocation or any other Court-approved plan of allocation.

7         6.5 Any Settlement Class Member who or which does not timely and validly request  
8 exclusion from the Settlement Class in the manner stated in the Preliminary Approval Order: (a)  
9 shall be deemed to have waived his, her or its right to be excluded from the Settlement Class; (b)  
10 shall be forever barred from requesting exclusion from the Settlement Class in this or any other  
11 proceeding; (c) shall be bound by the provisions of this Stipulation, the Settlement, and all  
12 proceedings, determinations, orders and judgments in the Action relating to the Settlement,  
13 including, but not limited to, the Judgment and the Releases provided for therein, whether favorable  
14 or unfavorable to the Settlement Class; and (d) shall be barred from commencing, maintaining or  
15 prosecuting any of the Released Claims against any of the Released Defendant Parties.

16         6.6 Any Settlement Class Member who does not submit a valid Claim Form by the  
17 deadline set by the Court (unless and to the extent the deadline is extended by the Court) will not  
18 be entitled to receive any distribution from the Net Settlement Fund, but will, nevertheless, upon  
19 the occurrence of the Effective Date, be bound by all of the terms of this Stipulation and Settlement  
20 (including the terms of the Judgment) and the releases provided for herein and therein, and will be  
21 permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind  
22 against any Released Defendant Parties with respect to the Released Plaintiff's Claims.

23         6.7 Co-Lead Counsel shall be responsible for supervising the administration of the  
24 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No  
25 Released Defendant Party shall be permitted to review, contest or object to any Claim Form, or any  
26 decision of the Claims Administrator or Co-Lead Counsel with respect to accepting or rejecting  
27 any Claim for payment by a Settlement Class Member. Co-Lead Counsel shall have the right, but  
28

1 not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms  
2 submitted in the interests of achieving substantial justice.

3           6.8     The Net Settlement Fund shall be distributed to Authorized Claimants only after the  
4 later of the Effective Date; the Court having approved a plan of allocation in an order that has  
5 become Final; and the Court issuing a Class Distribution Order that has become Final.

6           6.9     For purposes of determining the extent, if any, to which a Settlement Class Member  
7 shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

8                 a.     Each Settlement Class Member shall be required to submit a Claim Form, in  
9 the form attached hereto as Exhibit A-3, or in such other form as may be approved in writing by all  
10 of the Parties acting by and through their respective counsel of record in the Action and approved  
11 by the Court, supported by such documents as are designated therein, including proof of the  
12 Claimant's loss, or such other documents or proof as the Claims Administrator or Co-Lead Counsel,  
13 in their discretion, may deem acceptable;

14                 b.     All Claim Forms must be submitted by the date set by the Court in the  
15 Preliminary Approval Order and specified in the Notice, unless extended by the Court. Any  
16 Settlement Class Member who fails to submit a Claim Form by such date shall be forever barred  
17 from receiving any distribution from the Net Settlement Fund or payment pursuant to this  
18 Stipulation (unless by Order of the Court such Settlement Class Member's Claim Form is accepted),  
19 but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement,  
20 including the terms of the Judgment and by the releases provided for herein and therein, and will  
21 be permanently barred and enjoined from bringing any action, claim, or other proceeding of any  
22 kind against any Released Defendant Party with respect to any Released Claim. Provided that it is  
23 mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when  
24 postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail  
25 and addressed in accordance with the instructions thereon. In all other cases, including online via  
26 the Settlement website, the Claim Form shall be deemed to have been submitted on the date when  
27 actually received by the Claims Administrator;

28

1           c.       Each Claim Form shall be submitted to and reviewed by the Claims  
2 Administrator, under the supervision of Co-Lead Counsel, who shall determine in accordance with  
3 this Stipulation and the Plan of Allocation the extent, if any, to which each Claim shall be allowed,  
4 subject to review by the Court pursuant to subparagraph (e) below as necessary;

5           d.       Claim Forms that do not meet the submission requirements may be rejected.  
6 Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the  
7 Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the  
8 Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing,  
9 all Claimants whose Claim(s) the Claims Administrator proposes to reject in whole or in part,  
10 setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim(s)  
11 is/are to be rejected has the right to a review by the Court if the Claimant so desires and complies  
12 with the requirements of subparagraph (e) below; and

13           e.       If any Claimant whose Claim(s) has/have been rejected in whole or in part  
14 desires to contest such rejection, the Claimant must, within twenty (20) days after the date of  
15 mailing of the notice required in subparagraph (d) above, or a lesser period of time if the claim was  
16 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the  
17 Claimant's grounds for contesting the rejection along with any supporting documentation, and  
18 requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise  
19 resolved, the Claimant must move the Court within twenty (20) days to have the Claim reviewed;  
20 this deadline may be extended at Co-Lead Counsel's discretion to facilitate resolving any disputes  
21 before their presentation to the Court.

22           6.10   Each Claimant shall be deemed to have submitted to the jurisdiction of the Court  
23 with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery  
24 under the Federal Rules of Civil Procedure, provided, however, that such investigation and  
25 discovery shall be limited to that Claimant's status as a Settlement Class Member and the validity  
26 and amount of the Claimant's Claim(s). No discovery shall be allowed on the merits of this Action  
27 or of the Settlement in connection with the processing of Claim Forms.

28

1           6.11 Co-Lead Counsel will apply to the Court for a Class Distribution Order: (a)  
2 approving the Claims Administrator's administrative determinations concerning the acceptance and  
3 rejection of the Claims submitted; (b) approving payment of any administration fees and expenses  
4 associated with the administration of the Settlement from the Escrow Accounts; and (c) if the  
5 Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants  
6 from the Escrow Accounts.

7           6.12 If an Authorized Claimant's distribution amount calculates to less than \$10.00, no  
8 distribution will be made to that Authorized Claimant. If there is any balance remaining in the Net  
9 Settlement Fund after a reasonable period of time after the date of distribution of the Net Settlement  
10 Fund (whether by reason of tax refunds, uncashed checks or otherwise), the Claims Administrator  
11 shall, if feasible, reallocate such balance (which may occur on multiple occasions) among  
12 Authorized Claimants who received payment or negotiated the checks sent in the initial distribution  
13 and who would receive a minimum of \$10.00. These redistributions shall be repeated so long as  
14 they are economically feasible. At such time as it is determined that the re-distribution of funds  
15 remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be donated  
16 to a non-profit, charitable organization serving the public interest and unaffiliated with the Parties  
17 or their counsel, selected by Co-Lead Counsel.

18           6.13 Payment pursuant to the Class Distribution Order shall be final and conclusive  
19 against all Settlement Class Members. All Settlement Class Members who do not submit a Claim  
20 or whose Claims are not approved by the Court for payment shall be barred from participating in  
21 distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this  
22 Stipulation and the Settlement, including the terms of the Judgment to be entered in this Action;  
23 and by the releases provided for herein and therein, and will be permanently barred and enjoined  
24 from bringing any action against any and all Released Defendant Parties with respect to any and all  
25 of the Released Claims.

26           6.14 No Claimant or Settlement Class Member shall have any claim against Lead  
27 Plaintiff, Plaintiff's Counsel, Defendants' Counsel, any Parties' damages experts, the Claims  
28 Administrator (or any other agent designated by Co-Lead Counsel), or the Released Defendant

1 Parties based on any investments, costs, expenses, administration, allocations, calculation, Claim  
2 determinations, payments, the withholding of taxes (including interest and penalties) owed by the  
3 Settlement Fund (or any losses incurred in connection therewith), or distributions that are made  
4 substantially in accordance with this Stipulation and the Settlement, the plan of allocation approved  
5 by the Court, or further orders of the Court.

6 6.15 All proceedings with respect to the administration, processing and determination of  
7 Claims and the determination of all controversies relating thereto, including disputed questions of  
8 law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.  
9 All Settlement Class Members and Parties to this Settlement expressly waive trial by jury (to the  
10 extent any such right may exist) and any right of appeal or review with respect to such  
11 determinations.

## 12 7. Attorneys' Fees and Litigation Expenses

13 7.1 Co-Lead Counsel BFA will apply to the Court for distributions from the Settlement  
14 Fund for: (i) an award of attorneys' fees; plus (ii) Litigation Expenses; plus (iii) any interest on  
15 such fees and expenses at the same rate and for the same time periods as earned by the Settlement  
16 Fund (until paid), as may be awarded by the Court. In addition, Lead Plaintiff may request an  
17 award pursuant to the PSLRA in connection with his representation of the Settlement Class. BFA  
18 reserves the right to make additional applications for distributions from the Settlement Fund for  
19 fees and expenses incurred. The application or applications described in this paragraph are not the  
20 subject of any agreement between Defendants and Lead Plaintiff other than what is set forth in this  
21 Stipulation.

22 7.2 Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be  
23 paid to BFA immediately upon the Court's issuance of an order awarding such fees and expenses,  
24 notwithstanding the existence of any timely filed objections thereto, or potential for appeal  
25 therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiff's Counsel's  
26 obligation to make appropriate refunds or repayments to the Settlement Fund if the Settlement is  
27 terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further  
28 proceedings on remand, or successful collateral attack, the award of attorneys' fees or Litigation

1 Expenses is reduced or reversed, and such order reducing or reversing the award has become Final.  
2 Plaintiff's Counsel shall make the appropriate refund or repayment in full (including any interest  
3 earned thereon) no later than thirty (30) business days after: (a) receiving from Defendants' Counsel  
4 notice of the termination of the Settlement; or (b) any order reducing or reversing the award of  
5 attorneys' fees or Litigation Expenses has become Final. An award of attorneys' fees or Litigation  
6 Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement  
7 embodied herein. Plaintiff's Counsel agree that they are subject to the jurisdiction of the Court for  
8 the purpose of enforcing this paragraph. Neither Lead Plaintiff nor Plaintiff's Counsel may cancel  
9 or terminate the Settlement based on this Court's or any appellate court's ruling with respect to  
10 attorneys' fees or Litigation Expenses.

11         7.3 BFA shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a  
12 manner which it, in good faith, believes reflects the contributions of such counsel to the institution,  
13 prosecution and settlement of the Action. Released Defendant Parties shall have no responsibility  
14 for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation  
15 Expenses. The attorneys' fees and Litigation Expenses that are awarded to BFA shall be payable  
16 solely from the Escrow Accounts.

## 17         **8. Conditions of Settlement**

18         8.1 The Effective Date of the Settlement shall be deemed to occur on the occurrence or  
19 waiver of all of the following events:

20                 a. entry of the Preliminary Approval Order, in the form set forth in Exhibit A  
21 attached hereto, in accordance with Section 3 above;

22                 b. the Settlement Amount has been deposited into the Escrow Accounts in  
23 accordance with the provisions of ¶ 2.1 above;

24                 c. entry of the Judgment in accordance with ¶ 5.1 above and the Judgment has  
25 become Final, as defined in ¶ 1.19 above, or the Court has entered an Alternative Judgment and  
26 none of the Parties seek to terminate the Settlement and the Alternative Judgment has become Final;  
27 and  
28

1           d.       that the Settlement is not otherwise terminated pursuant to the terms set forth  
2 in this Stipulation.

3           8.2     Upon the occurrence of all of the events referenced in ¶ 8.1 hereof, any and all  
4 remaining interest or right of Defendants or the D&O Insurers in or to the Settlement Fund, if any,  
5 shall be absolutely and forever extinguished. If all of the conditions specified in ¶ 8.1 above are  
6 not met, then this Stipulation shall be canceled and terminated subject to ¶ 9.4 below, unless Lead  
7 Plaintiff and Defendants mutually agree in writing to proceed with this Stipulation.

8           **9.       Rights of Termination and Effects Thereof**

9           9.1     Talis and Lead Plaintiff shall each have the right to terminate the Settlement and this  
10 Stipulation by providing written notice of their election to do so (“Termination Notice”) to counsel  
11 for the other Parties within thirty (30) days after the date on which any of the following occurs:

12           a.       the Court declines to grant Preliminary or Final Approval of the Settlement,  
13 and the Parties are unable to reach a resolution to resolve any concerns raised by the Court as set  
14 forth in ¶ 9.4 below;

15           b.       the Court declines to enter the Judgment in any material respect;

16           c.       the Judgment is modified or reversed in any material respect on appeal;

17           d.       in the event that the Court enters a judgment other than the one in the form  
18 of Exhibit B attached hereto, and neither Lead Plaintiff or Talis elect to terminate the Settlement,  
19 the date that such other judgment is modified or reversed in any material respect on appeal.

20           9.2     In addition to the grounds set forth in ¶ 9.1 above, Talis, at its sole discretion, shall  
21 have the unilateral right to terminate the Settlement in the event that Settlement Class Members  
22 timely and validly requesting exclusion from the Settlement Class meet the conditions set forth in  
23 Talis’s confidential supplemental agreement with Lead Plaintiff (the “Supplemental Agreement”),  
24 in accordance with the terms of that agreement. The Supplemental Agreement, which is being  
25 executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed  
26 in any other manner (other than the statements herein and in the Notice, to the extent necessary, or  
27 as otherwise provided in the Supplemental Agreement) unless and until the Court otherwise directs  
28 or a dispute arises between Lead Plaintiff and Talis concerning its interpretation or application, in



1 which event the Parties shall submit the Supplemental Agreement to the Court in camera and  
2 request that the Court afford it confidential treatment.

3 9.3 Copies of all Requests for Exclusion received shall be delivered to Defendants'  
4 Counsel no later than four (4) calendar days after the deadline for submitting Requests for  
5 Exclusion. Copies of all written revocations of Requests for Exclusion (if any) shall be delivered  
6 to Defendants' Counsel upon receipt.

7 9.4 If the Court declines to grant preliminary or final approval of the Settlement for any  
8 reason, that shall not be an immediate basis for either Lead Plaintiff or Defendants to terminate the  
9 Settlement; instead, in such a scenario, the Parties agree to work in good faith to make appropriate  
10 modifications, as may be necessary, to the Settlement to resolve any concerns raised by the Court.  
11 If the Parties cannot reach resolution after discussing in good faith, either Lead Plaintiff or Talis  
12 may elect to terminate the Settlement.

13 9.5 Unless otherwise ordered by the Court, in the event this Stipulation shall terminate,  
14 or be canceled, or shall not become effective for any reason, within ten (10) business days after  
15 written notification of such event is sent by Defendants' Counsel or Co-Lead Counsel to the Escrow  
16 Agents, the Escrow Agents for the Settlement Fund shall, upon written instructions from  
17 Defendants' Counsel, cause the Settlement Fund, including any attorneys' fees and costs paid from  
18 the Settlement Fund pursuant to Section 7 above, to revert back to the party that made the deposit  
19 into the Settlement Fund, together with any interest earned thereon, less any deductions for: (1) any  
20 Taxes and Tax Expenses paid, incurred or due and owing pursuant to ¶¶ 2.8 and 2.9 above; and (2)  
21 any amounts reasonably and actually paid, incurred or due and owing pursuant to ¶ 2.11 above in  
22 connection with notice and administration of the Settlement provided for herein. If this Stipulation  
23 is terminated pursuant to its terms, the Escrow Agents, at the request of Defendants or Lead  
24 Plaintiff, shall apply for any tax refund owed to the Settlement Fund and pay the proceeds of the  
25 tax refund, after deduction of any fees and expenses incurred in connection with such application(s)  
26 for refund, to Defendants (or their designate(s)).

27 9.6 If this Stipulation is terminated pursuant to its terms, each of the Parties shall be  
28 deemed to have reverted to his, her or its status immediately prior to the execution of this



1 Stipulation, and they shall proceed in all respects as if this Stipulation had not been executed and  
2 the related orders had not been entered, shall retain all of their respective claims and defenses in  
3 the Action, and shall revert to their respective positions in the Action. In such event, the terms and  
4 provisions of the Stipulation, with the exception of provisions of ¶¶ 2.11, 7.2, 9.5, 10.1, 11.2, 11.4,  
5 11.7, 11.8, and 11.22 shall have no further force and effect with respect to each of the Parties and  
6 shall not be used in this Action or in any other proceeding for any purpose.

7 9.7 For the avoidance of doubt, no order of the Court or modification or reversal of any  
8 order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs,  
9 and expenses awarded by the Court shall constitute a condition to the Effective Date or grounds for  
10 cancellation or termination of the Stipulation.

11 **10. No Admission of Wrongdoing**

12 10.1 Neither this Stipulation nor the Settlement set forth herein, whether or not  
13 consummated, nor any facts or terms of this Stipulation, negotiations, discussions, proceedings,  
14 acts performed, or documents executed pursuant to or in furtherance of this Stipulation or the  
15 Settlement:

16 a. shall be (i) offered against any of the Released Defendant Parties as evidence  
17 of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any  
18 of the Released Defendant Parties with respect to (a) the truth of any fact alleged by Lead Plaintiff  
19 or any Settlement Class Member; (b) the validity of any claim that was or could have been asserted  
20 in this Action or in any other litigation; (c) the deficiency of any defense that has been or could  
21 have been asserted in this Action or in any other litigation; (d) any liability, negligence, fault, or  
22 other wrongdoing of any kind of any of the Released Defendant Parties; or (e) any damages suffered  
23 by Lead Plaintiff or the Settlement Class; or (ii) in any way referred to for any other reason against  
24 any of the Released Defendant Parties, in any civil, criminal, or administrative action or proceeding  
25 (including any arbitration) other than such proceedings as may be necessary to effectuate the  
26 provisions of this Stipulation;

27 b. shall be (i) offered against any of the Released Plaintiff Parties as evidence  
28 of, or construed as, or deemed to be evidence of any presumption, concession or admission by any

1 of the Released Plaintiff Parties (a) that any of their claims are without merit, that any of the  
2 Defendants had meritorious defenses, or that damages recoverable under the Amended Complaint  
3 would not have exceeded the Settlement Amount; or (b) with respect to any liability, negligence,  
4 fault or wrongdoing of any kind; or (ii) in any way referred to for any other reason as against any  
5 of the Released Plaintiff Parties, in any civil, criminal, or administrative action or proceeding  
6 (including any arbitration) other than such proceedings as may be necessary to effectuate the  
7 provisions of this Stipulation; or

8 c. shall be construed against any of the Released Parties as an admission,  
9 concession, or presumption that the consideration to be given hereunder represents the amount  
10 which could be or would have been recovered after trial; provided, however, that if this Stipulation  
11 is approved by the Court, the Parties, Released Parties, and their respective counsel may refer to it  
12 to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of  
13 the Settlement.

#### 14 **11. Miscellaneous Provisions**

15 11.1 This Stipulation and the Exhibits attached hereto constitute the entire agreement  
16 between the Parties with regard to the subject matter hereof and supersede any prior or  
17 contemporaneous written or oral agreements or understandings between the Parties.

18 11.2 No modification or amendment of this Stipulation shall be valid unless made in  
19 writing and signed by or on behalf of each party hereto, or their respective successors-in-interest.  
20 No representations, warranties, or inducements have been made to any party concerning this  
21 Stipulation or its Exhibits, other than the representations and warranties contained and  
22 memorialized in such documents. Except as otherwise provided for herein, each party shall bear  
23 his, her, or its own attorneys' fees and costs and expenses.

24 11.3 Pursuant to 28 U.S.C. § 1715, Defendants shall be responsible for compliance with  
25 any Class Action Fairness Act ("CAFA") notice requirements (including the costs of compliance)  
26 and shall take steps to comply with such notice requirements in as expeditious a manner as possible,  
27 including without limitation by serving the notice required under 28 U.S.C. § 1715 within five (5)  
28 days of the filing of the Stipulation and motion for preliminary approval in the District Court.

1 Defendants shall file proof of compliance with CAFA with the Court at least thirty-five (35)  
2 calendar days prior to the Final Approval Hearing.

3 11.4 The Parties intend this Stipulation and the Settlement to be a final and complete  
4 resolution of all disputes asserted or which could be asserted by Lead Plaintiff and any other  
5 Settlement Class Members against the Released Defendant Parties with respect to the Released  
6 Plaintiff's Claims. Accordingly, the Parties agree that each has complied fully with Rule 11 at all  
7 times during the Action. No Party shall assert any claims or allegations of any violation of any  
8 Party's discovery obligations under the Federal Rules. The Parties agree that the amounts paid and  
9 the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties,  
10 including through a mediation process, and reflect the Settlement that was reached voluntarily after  
11 extensive negotiations and consultation with experienced legal counsel, who were fully competent  
12 to assess the strengths and weaknesses of their respective clients' claims or defenses.

13 11.5 The Parties and their counsel, in any statement made to any media representative  
14 (whether or not for attribution), will not assert that (a) the Action was commenced, prosecuted,  
15 defended, or resolved in bad faith, or (b) the Settlement constitutes an admission of any claim or  
16 defense alleged.

17 11.6 Defendants and any Released Defendant Party may file the Stipulation and/or the  
18 Judgment in any action that may be brought against them in order to support a defense, claim, or  
19 counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement,  
20 judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar  
21 defense or counterclaim.

22 11.7 All agreements made, and orders entered, during the course of the Action relating  
23 to the confidentiality of information shall survive this Settlement whether or not the Stipulation is  
24 approved by the Court and whether or not the Stipulation is consummated, or the Effective Date  
25 occurs.

26 11.8 Whether or not the Stipulation is approved by the Court and whether or not the  
27 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use  
28

1 their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
2 documents signed and proceedings in connection with the Stipulation confidential.

3 11.9 All of the Exhibits to this Stipulation are material and integral parts hereof and are  
4 fully incorporated herein by this reference. Notwithstanding the foregoing, in the event that there  
5 exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit  
6 attached hereto, the terms of the Stipulation shall prevail.

7 11.10 The terms of the Settlement, as reflected in this Stipulation, may not be modified or  
8 amended, nor may any of its provisions be waived except by a writing signed on behalf of both  
9 Lead Plaintiff and Defendants.

10 11.11 Co-Lead Counsel, on behalf of the Settlement Class, is expressly authorized to take  
11 all appropriate action required or permitted to be taken by the Settlement Class pursuant to this  
12 Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications  
13 or amendments to this Stipulation, pursuant to ¶ 11.10, on behalf of the Settlement Class which  
14 they deem appropriate.

15 11.12 All counsel and any other person executing this Stipulation and any of the Exhibits  
16 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
17 to do so and that they have the authority to take appropriate action required or permitted to be taken  
18 pursuant to the Stipulation to effectuate its terms.

19 11.13 Co-Lead Counsel and Defendants' Counsel agree to cooperate fully with one  
20 another in seeking Court approval of the Preliminary Approval Order and the Settlement, as  
21 embodied in this Stipulation, and to use best efforts promptly to agree upon and execute all such  
22 other documentation as may be reasonably required to obtain final approval by the Court of the  
23 Settlement.

24 11.14 This Stipulation may be executed in one or more counterparts, including by  
25 signature transmitted by facsimile or email, or by a .pdf/.tif image of the signature transmitted via  
26 email. The signatures so transmitted shall be given the same effect as the original signatures. All  
27 executed counterparts and each of them shall be deemed to be one and the same instrument.  
28

1           11.15 This Stipulation shall be binding upon, and inure to the benefit of, the successors  
2 and assigns of the Parties, including any and all Released Parties and any corporation, partnership,  
3 or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

4           11.16 This Stipulation shall not be construed more strictly against one Party than another  
5 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of  
6 the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties  
7 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

8           11.17 All time periods set forth herein shall be computed in calendar days unless otherwise  
9 expressly provided. In computing any period of time prescribed or allowed by the terms of this  
10 Stipulation or by order of Court, the day of the act, event, or default from which the designated  
11 period of time begins to run shall not be included. The last day of the period so computed shall be  
12 included, unless it is a Saturday, a Sunday, or a legal holiday, in which case the period shall run  
13 until the end of the next day that is not one of the aforementioned days. As used in the preceding  
14 sentence, "legal holiday" includes New Year's Day, Martin Luther King, Jr. Day, Presidents' Day,  
15 Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans' Day,  
16 Thanksgiving Day, Christmas Day, and any other appointed as a federal holiday.

17           11.18 The headings herein are used for the purpose of convenience only and are not meant  
18 to have legal effect.

19           11.19 The administration and consummation of the Settlement as embodied in this  
20 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
21 purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Co-  
22 Lead Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such  
23 other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement  
24 Fund to Settlement Class Members. Provided, however, that in the event that Talis files a  
25 Bankruptcy Case, the administration and consummation of the Settlement as embodied in this  
26 Stipulation shall be under the authority of the Bankruptcy Court.

27           11.20 The waiver by one Party of any breach of this Stipulation by any other Party shall  
28 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

1 11.21 Any action arising under or to enforce this Stipulation or any portion thereof, shall  
2 be commenced and maintained only in this Court.

3 11.22 In the event of the entry of a final order of a court of competent jurisdiction  
4 determining the transfer of money to the Settlement Fund or any portion thereof to be a preference,  
5 voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to  
6 be returned (but not promptly deposited into the Settlement Fund by others), then, at the election  
7 of Lead Plaintiff, Lead Plaintiff and Defendants shall jointly move the Court to vacate and set aside  
8 the releases given and the Judgment, in which event the releases and Judgment shall be null and  
9 void, and the Parties shall be restored to their respective positions in the Litigation as provided in  
10 ¶¶ 9.5 and 9.6 above and any cash amounts in the Settlement Fund (less any Taxes paid, due or  
11 owing with respect to the Settlement Fund and less any Notice and Administration Costs actually  
12 incurred, paid or payable) shall be returned as provided herein.

13 11.23 This Stipulation and the Exhibits hereto shall be governed by the laws of New York,  
14 without regard to any conflict of laws principles that would result in applying the substantive law  
15 of a jurisdiction other than New York.

16 11.24 If any Party is required to give notice to another Party under this Stipulation, such  
17 notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery,  
18 facsimile, or email transmission. Any written notice required pursuant to or in connection with this  
19 Stipulation shall be addressed to counsel as follows:

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28

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4 Palo Alto, California 94304  
Telephone: (650) 843-5000  
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6 11.25 No opinion or advice concerning the tax consequences of the proposed Settlement  
7 to individual Settlement Class Members is being given or will be given by the Parties or their  
8 counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. It  
9 is the sole responsibility of each Settlement Class Member to determine the amount of and pay his,  
10 her, or its own taxes, plus any penalties and interest, on any amount received pursuant to the  
11 Settlement, and the Released Parties shall have no liability for such taxes, penalties, or interest. It  
12 is understood that the tax consequences may vary depending on the particular circumstances of  
13 each individual Settlement Class Member.

14 11.26 Except as otherwise provided herein, each Party shall bear its own costs.

15 **12. Bankruptcy**

16 12.1 The Parties acknowledge that Talis may, after execution of this Agreement, elect to  
17 commence a Bankruptcy Case. The Parties agree that notwithstanding the filing of a Bankruptcy  
18 Case, Sections 1, 2, 4, 5, 7, 8, 9, 10, 11, 12 of this Agreement shall survive and the Parties agree to  
19 remain bound by such provisions, and the Bankruptcy Court, to the extent necessary to obtain final  
20 approval from the Court, will have jurisdiction over this Settlement in accordance with the relevant  
21 provisions of the Bankruptcy Code and Title 28 of the United States Code.

22 12.2 In the event Talis elects to commence a Bankruptcy Case, the Parties shall execute,  
23 as promptly as possible, a plan support agreement (the “Plan Support Agreement”) consistent with  
24 the Parties’ August 29, 2024 term sheet that binds the Parties to support, and expeditiously seek  
25 confirmation of, a chapter 11 plan of liquidation for Talis (the “Chapter 11 Plan”) so long as the  
26 Chapter 11 Plan is consistent with the relevant terms of this Stipulation, the Plan Support  
27 Agreement, and the Parties’ August 29, 2024 term sheet, and that it does not seek to delay or prevent  
28 the consummation of the Settlement set forth herein.

1           12.3 Subject to applicable law, in the event of a Bankruptcy Case, Defendants' obligation  
2 to pay, and cause the D&O Insurers to pay, the Settlement Amount, and the D&O Insurers'  
3 obligation to pay the Settlement Amount, shall not be stayed or affected in any way by the  
4 commencement by or against any Defendant of a case or proceeding under the Bankruptcy Code  
5 (including Chapters 7, 11, and 15 thereunder) or any foreign equivalent, any foreign or state  
6 insolvency or receivership law, or any foreign or state law relating to general assignment for the  
7 benefit of creditors, composition, marshaling, or other similar arrangements and procedures. For  
8 the avoidance of doubt, the Settlement Fund and Escrow Accounts shall be held strictly in escrow  
9 and Defendants shall have no property interest therein, except as may otherwise arise in accordance  
10 with Sections 8 and 9 of this Agreement. As such, subject to the occurrence of the Effective Date,  
11 the Escrow Accounts, the Settlement Fund, and all amounts on deposit therein from time to time,  
12 including but not limited to the Settlement Amount, are not, and shall not be deemed to be, property  
13 of the estate of any Defendant or any other Person (including but not limited to any of the Released  
14 Defendant Parties) within the meaning of 11 U.S.C. § 541 or any similar provision of any other  
15 law, and each of the Defendant Released Parties hereby disclaims, releases, and waives any right  
16 to assert to the contrary in any forum whatsoever, including the right to assert that the Escrow Agent  
17 is holding any funds in the Escrow Accounts for the benefit of any of the Defendant Released  
18 Parties. Subject to the occurrence of the Effective Date, none of the Defendants or any of the  
19 Defendant Released Parties shall at any time have any right, title, or other interest in or to, or  
20 custody, control or possession of, the Escrow Accounts or any amounts on deposit therein,  
21 including but not limited to the Settlement Fund, and therefore shall not have any ability to pledge,  
22 convey, hypothecate, or grant as security all or any portion of the Settlement Fund or the Escrow  
23 Accounts or any amounts on deposit therein at any time.

24           12.4 Subject to the occurrence of the Effective Date, each of the Defendants, on behalf  
25 of themselves and their respective Defendant Released Parties, hereby disclaims, releases, and  
26 waives any right whatsoever to assert any right, title (equitable or otherwise), or other interest to  
27 the Settlement Fund or the Escrow Accounts or any amounts on deposit therein from time to time.  
28



1           12.5 Defendants are not aware of any claims that would dilute the Settlement Class’s  
2 recovery in any Bankruptcy Case, and the filing of a Bankruptcy Case shall not serve to reduce the  
3 Settlement Amount payable hereunder. The Individual Defendants waive any indemnification  
4 claims against Talis that would dilute the Settlement Class’s recovery.

5           12.6 Subject to the occurrence of the Effective Date, (a) this Stipulation shall not be, and  
6 shall not be deemed or considered to be, executory, as that term has been interpreted under 11  
7 U.S.C. § 365 and similar law, and (b) no further obligations of any Defendant pursuant to this  
8 Stipulation or any further effort or responsibility to defend against any appeal or proceeding shall  
9 render the Settlement or all or any portion of this Stipulation executory, as that term has been  
10 interpreted under 11 U.S.C. § 365 and similar law.

11           12.7 Talis confirms that it represented in its term sheet that, before giving effect to the  
12 payment of the Settlement Amount into escrow, as of August 23, 2024: (i) Talis’s unrestricted cash  
13 balance is \$47,820,466,<sup>4</sup> (ii) Talis estimates the amount of cash that would remain, following a  
14 bankruptcy process, for distribution to current holders of Talis equity and the Class (the “Estimated  
15 Available Cash for Distribution”), would be \$35,713,385, and (iii) the remaining D&O insurance  
16 coverage is \$5,000,000 (XL Specialty Insurance Company Policy # ELU173306-21). In the event  
17 that Talis files a Bankruptcy Case, Talis agrees to identify the Estimated Available Cash for  
18 Distribution as of August 23, 2024 in a disclosure statement that it files with the Bankruptcy Court.  
19 This representation is a material term of the Parties’ agreement; however, Plaintiff acknowledges  
20 that the Estimated Available Cash for Distribution only reflects Talis’s estimate as August 23, 2024.  
21 If the final cash available for distribution for current holders of Talis equity and the Class as of the  
22 earlier of the effective date of a plan or the closing of the Bankruptcy Case differs from the  
23 Estimated Available Cash for Distribution, such difference does not constitute a breach of this  
24 Stipulation or a basis to terminate the Settlement.

25  
26  
27 <sup>4</sup> The total cash balance, as of August 23, 2024, was \$50,124,466. The cash balance includes  
28 \$1.5 million that is restricted to fund the D&O tail policy self-insured retention deductible and  
\$804,000 backing a Letter of Credit, which amounts are not available to fund operations or for  
any other purpose.

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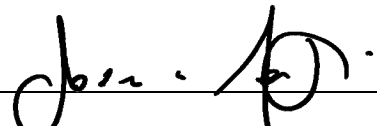
12.8 Talis represents and warrants, as of the time of its entry into this Stipulation that it is not insolvent, nor will payment of the Settlement Amount render Talis insolvent within the meaning and for the purposes of title 11 of the United States Code (including but not limited to §§ 101, 547, and 548 thereof).

12.9 Defendants each stipulate and agree that the releases being provided by Class Representative and the Settlement Class to Defendants and the Defendant Released Parties are fair, adequate, and substantial consideration for the payment of the Settlement Amount.

IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys dated as of September 30, 2024.

**[SIGNATURES TO FOLLOW]**

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3 *Additional Counsel for the Putative Class*  
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# EXHIBIT A

## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

IN RE TALIS BIOMEDICAL SECURITIES  
LITIGATION

Case No. 22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
SETTLEMENT  
AND PROVIDING FOR CLASS NOTICE**

Judge: Hon. Susan Illston

1 WHEREAS, the consolidated securities class action entitled *In re Talis Biomedical*  
2 *Securities Litigation*, Case No. 22-cv-00105-SI (the “Action”) is pending before the Court;

3 WHEREAS, the Parties have entered into a Stipulation and Agreement of Settlement, dated  
4 September 30, 2024 (the “Stipulation”), subject to approval of this Court (the “Settlement”);

5 WHEREAS, Plaintiff’s Counsel has made an application, pursuant to Federal Rule of Civil  
6 Procedure 23(e), for an order preliminarily approving the Settlement in accordance with the  
7 Stipulation, which, together with the Exhibits annexed thereto, allows notice to the Settlement  
8 Class members, as more fully described below, certifies a Settlement Class, as described below,  
9 and sets forth the terms and conditions for a proposed Settlement of the Action and for dismissal  
10 of the Action on the merits and with prejudice upon the terms and conditions set forth therein;

11 WHEREAS, the Court has read and considered (i) Co-Lead Plaintiff’s motion for  
12 preliminary approval of the Settlement, and the papers filed and arguments made in connection  
13 therewith; and (ii) the Stipulation, and the Exhibits annexed thereto;

14 WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

15 WHEREAS, all defined terms contained herein shall have the same meanings as set forth  
16 in the Stipulation, unless otherwise defined herein;

17 NOW, THEREFORE, IT IS HEREBY ORDERED:

18 1. **Preliminary Approval of the Settlement.** The Court does hereby preliminarily  
19 approve the Stipulation and the Settlement set forth therein as being fair, reasonable, and adequate  
20 to the Settlement Class, subject to further consideration at the Final Approval Hearing described  
21 below.

22 2. The Court preliminarily finds that the proposed Settlement should be approved as:  
23 (i) the result of informed, extensive arm’s-length, and non-collusive negotiations between  
24 experienced counsel, including mediation under the direction of an experienced mediator, Michelle  
25 Yoshida; (ii) eliminating risks to the Parties of continued litigation; (iii) falling within a range of  
26 reasonableness warranting final approval; (iv) having no obvious deficiencies; and (v) warranting  
27 notice of the proposed Settlement to Settlement Class Members and further consideration of the  
28 Settlement at the Final Approval Hearing described below.

1           3.       Pending final determination of whether the Settlement should be approved, Plaintiff,  
2 all Settlement Class Members, and each of them, and anyone who acts or purports to act on their  
3 behalf, shall not institute, commence, or prosecute any action which asserts Released Plaintiff's  
4 Claims against the Released Defendant Parties (other than continuing proceedings related to the  
5 Settlement).

6           4.       **Settlement Hearing.** A hearing (the "Final Approval Hearing") shall be held before  
7 this Court on \_\_\_\_\_, 2025 [at least ninety (90) calendar days from the date of this  
8 Order], at \_\_: \_\_.m., at the Phillip Burton Federal Building & United States Courthouse, United  
9 States District Court for the Northern District of California, 450 Golden Gate Avenue  
10 San Francisco, CA 94102, or at such other location or via telephonic or video appearance as  
11 determined by the Court.

12           (a)       The purposes of the Final Approval Hearing shall be to: (i) determine  
13 whether the proposed Settlement of the Action on the terms and conditions provided for in the  
14 Stipulation is fair, reasonable, and adequate to the Settlement Class and should be approved by the  
15 Court; (ii) determine whether a Judgment as defined in ¶1.23 of the Stipulation should be entered  
16 herein; (iii) determine, for purposes of the Settlement only, whether the Settlement Class should be  
17 finally certified, whether Lead Plaintiff should be finally certified as Class Representative for the  
18 Settlement Class, and whether Co-Lead Counsel Bleichmar Fonti & Auld LLP ("BFA") should be  
19 finally appointed as Class Counsel for the Settlement Class; (iv) determine whether the proposed  
20 Plan of Allocation for the Net Settlement Fund is fair and reasonable and should be approved; (v)  
21 consider BFA's application for an award of attorneys' fees and Litigation Expenses (which may  
22 include an application for an award to Lead Plaintiff for reimbursement of his reasonable costs and  
23 expenses directly related to his representation of the Settlement Class, pursuant to the Private  
24 Securities Litigation Reform Act of 1995 ("PSLRA") (the "Fee and Expense Application")); (vi)  
25 hear any objections by Settlement Class Members to the Settlement, Plan of Allocation, or BFA's  
26 or Lead Plaintiff's application(s); and (vii) consider such other matters the Court deems appropriate.  
27 Notice of the Settlement and the Final Approval Hearing shall be given to Settlement Class  
28 Members as set forth in paragraphs 7 and 8 of this Order.

1           (b) The Court may approve the proposed Settlement with such modifications as  
2 the Parties may agree to, if appropriate, and with or without further notice to the Settlement Class  
3 of any kind. The Court further reserves the right to enter the Judgment approving the Settlement  
4 regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or  
5 Litigation Expenses. The Court may also adjourn the Final Approval Hearing, decide to hold the  
6 hearing remotely, or modify any of the dates herein without further individual notice to members  
7 of the Settlement Class. Any such changes shall be posted on the website of the Claims  
8 Administrator.

9           5.       **Class Certification.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure,  
10 the Court preliminarily certifies, for purposes of effectuating this Settlement only, a Settlement  
11 Class of all persons or entities that purchased or otherwise acquired common stock issued by Talis  
12 pursuant and/or traceable to the registration statement and prospectus issued in connection with the  
13 Company's February 11, 2021 initial public offering between February 11, 2021 and August 11,  
14 2021, inclusive, and were damaged thereby. Excluded from the Settlement Class are (i) Defendants  
15 and any affiliates or subsidiaries thereof, (ii) present and former officers and directors of Talis and  
16 its subsidiaries or affiliates, and their immediate family members (as defined in Item 404 of SEC  
17 Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants' liability  
18 insurance carriers, and any affiliates or subsidiaries thereof; (iv) any entity in which any Defendant  
19 has or has had a controlling interest; (v) Talis's employee retirement and benefits plan(s); and (vi)  
20 the legal representatives, heirs, estates, agents, successors, or assigns of any person or entity  
21 described in the preceding five categories. Also excluded from the Settlement Class are those  
22 persons who file valid and timely requests for exclusion in accordance with the Preliminary  
23 Approval Order.

24           6.       **Settlement Class Findings.** With respect to the Settlement Class, the Court  
25 preliminarily finds, for purposes of effectuating this Settlement only, that (i) the Members of the  
26 Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is  
27 impracticable; (ii) there are questions of law and fact common to the Settlement Class which  
28 predominate over any individual questions; (iii) the claims of Lead Plaintiff are typical of the claims



1 of the Settlement Class; (iv) Lead Plaintiff and Plaintiff’s Counsel have fairly and adequately  
2 represented and protected the interests of all Settlement Class Members; and (v) a class action is  
3 superior to other available methods for the fair and efficient adjudication of the controversy.

4 (a) The Court hereby reaffirms its prior finding that pursuant to Rule 23, Lead  
5 Plaintiff is an adequate Class Representative for the Settlement Class. The Court also reaffirms its  
6 appointment of Bleichmar Fonti & Auld LLP as Co-Class Counsel.

7 **7. Approval of Form and Content of Notice.** The Court approves, as to form and  
8 content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the  
9 Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”),  
10 the Proof of Claim Form (the “Proof of Claim”), and the Summary Notice (“Summary Notice”),  
11 annexed hereto as Exhibits A-1, A-2, A-3, and A-4, respectively, and finds that they: (a) constitute  
12 the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably  
13 calculated, under the circumstances, to describe the terms and effect of the Settlement and to apprise  
14 Settlement Class Members of their right to object to the proposed Settlement or to exclude  
15 themselves from the Settlement Class; (c) are reasonable and constitute due, adequate, and  
16 sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable  
17 requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the Due Process  
18 Clause of the United States Constitution, 15 U.S.C. §78u-4(a)(7) and 15 U.S.C. §77z-1(a)(7), as  
19 amended by the PSLRA, and the rules of this Court.

20 **8. Retention of Claims Administrator and Manner of Notice.** Co-Lead Counsel is  
21 hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator”) to supervise and  
22 administer the notice procedure as well as the processing of claims as more fully set forth below:

23 (a) No later than \_\_\_\_\_, 2024 (the “Notice Date”) [a date that is  
24 twenty-one (21) calendar days from the date of this Order], the Claims Administrator shall  
25 commence mailing a copy of the Notice, substantially in the form annexed hereto as Exhibit A-1,  
26 by First-Class Mail to (i) all Settlement Class Members who can be identified with reasonable  
27 effort, and (ii) brokers and nominees on the Claims Administrator’s list of brokers and nominees  
28 that commonly hold securities for the benefit of investors. Further, on the Notice Date, the Notice,

1 Long-Form Notice, Proof of Claim, and the Stipulation and its Exhibits shall be posted on the  
2 Settlement website, [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com);

3 (b) No later than \_\_\_\_\_, 2024 [a date that is fourteen (14) calendar  
4 days after the Notice Date], the Claims Administrator shall cause the Summary Notice to be  
5 published once in a national news publication, and once over a national newswire service; and

6 (c) On or before \_\_\_\_\_, 2024 [a date that is fourteen (14) calendar  
7 days prior to the Final Approval Hearing], Co-Lead Counsel shall cause to be served on  
8 Defendants' Counsel and filed with the Court proof, by affidavit or declaration, of such mailing,  
9 publishing, and posting.

10 9. All reasonable expenses incurred in identifying and notifying Settlement Class  
11 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.  
12 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,  
13 neither Lead Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any amounts  
14 disbursed or incurred pursuant to ¶¶2.8, 2.9 or 2.11 of the Stipulation.

15 10. **Nominee Procedures.** The Claims Administrator shall use reasonable efforts to  
16 give notice to nominee purchasers such as brokerage firms and other persons and entities who  
17 may have purchased or acquired Talis common stock during the Settlement Class Period for the  
18 beneficial interest of persons or entities other than themselves. Such nominees shall either (i)  
19 within seven (7) calendar days of receipt of the Notice, forward the Notice to all such beneficial  
20 owners; or (ii) within seven (7) calendar days of receipt of the Notice, provide a list of the names  
21 and addresses of all such beneficial owners to the Claims Administrator, and the Claims  
22 Administrator is ordered to send the Notice promptly to such identified beneficial owners.  
23 Nominees who elect to send the Notice to their beneficial owners shall send a statement to the  
24 Claims Administrator confirming that the mailing was made and shall retain their mailing records  
25 for use in connection with any further notices that may be provided in the Action. The Claims  
26 Administrator shall follow up with brokers and custodians to ensure the Notice is sent to beneficial  
27 owners in a timely manner. Upon full and timely compliance with these directions, such nominees  
28 may seek reimbursement of their reasonable expenses actually incurred by providing the Claims

1 Administrator with proper documentation supporting the expenses for which reimbursement is  
2 sought. Any disputes with respect to the reasonableness or documentation of expenses incurred  
3 shall be subject to review by the Court.

4       11.     **Participation in the Settlement.** All Members of the Settlement Class shall be  
5 bound by all determinations and judgments in the Action concerning the Settlement, including, but  
6 not limited to, the releases provided for therein, whether favorable or unfavorable to the Settlement  
7 Class, regardless of whether such persons or entities seek or obtain by any means, including,  
8 without limitation, by submitting a Proof of Claim or any similar document, any distribution from  
9 the Settlement Fund or the Net Settlement Fund.

10           (a) Settlement Class Members who wish to participate in the Settlement shall  
11 complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless  
12 the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically **no**  
13 **later than \_\_\_\_\_, 2025 [a date that is ninety (90) calendar days after the Notice**  
14 **Date]**. Any Settlement Class Member who does not submit a Proof of Claim within the time  
15 provided for (a) shall be bound by all determinations and judgments in the Action concerning the  
16 Settlement, whether favorable or unfavorable to the Settlement Class, including, without limitation,  
17 the Judgment and the releases provided for therein; (b) shall be barred from commencing,  
18 maintaining, or prosecuting any of the Released Plaintiff's Claims against the Released Defendant  
19 Parties, as more fully described in the Stipulation; and (c) shall be barred from sharing in the  
20 distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court.  
21 Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion (but not the obligation)  
22 to accept late-submitted claims for processing by the Claims Administrator so long as distribution  
23 of the Net Settlement Fund is not materially delayed thereby. No person or entity shall have any  
24 claim against Lead Plaintiff, Plaintiff's Counsel, or the Claims Administrator by reason of the  
25 decision to exercise such discretion whether to accept late-submitted claims.

26           (b) A Proof of Claim must satisfy the following conditions, unless otherwise  
27 allowed pursuant to the Stipulation: (i) it must be properly completed, signed, and submitted in a  
28 timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be

1 accompanied by adequate supporting documentation for the transactions reported therein, in the  
2 form of broker confirmation slips, broker account statements, an authorized statement from the  
3 broker containing the transactional information found in a broker confirmation slip, or such other  
4 documentation as is deemed adequate by the Claims Administrator and/or Co-Lead Counsel; (iii)  
5 if the person executing the Claim Form is acting in a representative capacity, a certification of their  
6 current authority to act on behalf of the claimant must be included in the Claim Form; and (iv) the  
7 Claim Form must be complete and contain no material deletions or modifications of any of the  
8 printed matter contained therein and must be signed under penalty of perjury.

9 (c) As part of the Proof of Claim, each Claimant shall submit to the jurisdiction  
10 of the Court with respect to the claim submitted.

11 12. **Exclusion from the Settlement Class.** Any Person who desires to request  
12 exclusion from the Settlement Class shall do so by submitting a written request for exclusion to the  
13 Claims Administrator, which must be timestamped (for online submissions) or received by the  
14 Claims Administrator (for mailings) **no later than \_\_\_\_, 2024 [a date that is forty-five (45)**  
15 **calendar days after the Notice Date]**. The request for exclusion must: (i) include the person's or  
16 entity's name, address, and telephone number; (ii) state that the person or entity wishes to be  
17 "excluded from the Settlement Class" in this Action; (iii) include proof (such as stockbroker  
18 confirmation slips, stockbroker statements, or other documents) adequately evidencing the date(s),  
19 price(s), and number(s) of all Talis common stock purchased and/or sold during the Class Period;  
20 and (iv) be signed by the person or entity requesting exclusion or their authorized representative  
21 (accompanied by proof of authorization). No request for exclusion shall be effective unless it is  
22 timely and provides the required information. Upon receiving any request(s) for exclusion, the  
23 Claims Administrator shall promptly notify Co-Lead Counsel and Defendants' Counsel of such  
24 request(s) and provide them copies of such request(s) and the documentation accompanying them  
25 by facsimile or electronic mail. All Persons who submit valid and timely requests for exclusion  
26 shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement  
27 Fund, and shall not be bound by the Stipulation or the Judgment entered in the Action. The Claims  
28 Administrator shall provide Co-Lead Counsel and Defendants' Counsel with copies of all requests

1 for exclusion as expeditiously as possible and, in any event, not more than four (4) calendar days  
2 after receipt by the Claims Administrator.

3 13. **Appearance and Objections at Final Approval Hearing.** Any Member of the  
4 Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually  
5 or through counsel of his, her, or its own choice. If he, she, or it does not enter an appearance, he,  
6 she, or it will be represented by Co-Lead Counsel.

7 (a) Any Settlement Class Member may file a written objection to the proposed  
8 Settlement and show cause why the proposed Settlement of the Action should or should not be  
9 approved as fair, reasonable, and adequate, why the Judgment should or should not be entered  
10 thereon, why the Plan of Allocation should or should not be approved, or why attorneys' fees and  
11 Litigation Expenses should or should not be awarded to BFA or an award granted to Lead Plaintiff;  
12 provided, however, that no Settlement Class Member or any other person or entity shall be heard  
13 or entitled to contest such matters, unless that Person has mailed or delivered said objections,  
14 papers, and briefs to the Class Action Clerk of the United States District Court for the Northern  
15 District of California, **on or before \_\_\_\_\_, 2024 [a date that is twenty-one (21)**  
16 **calendar days prior to the Final Approval Hearing]**, and delivered copies of any such papers to  
17 the following counsel such that they are received on or before the same date:

18  
19 *Court:*

20 Class Action Clerk  
21 United States District Court for the  
22 Northern District of California  
23 United States Courthouse  
24 450 Golden Gate Avenue  
25 San Francisco, CA 94102

26 *Lead Counsel:*

27 Evan A. Kubota  
28 BLEICHMAR FONTI & AULD LLP  
300 Park Avenue, Suite 1301  
New York, NY 10022  
Emailed copy to talissettlement@bfalaw.com

1                    *Counsel for Defendants:*

2                    Patrick E. Gibbs  
3                    Shannon M. Eagan  
4                    COOLEY LLP  
5                    3175 Hanover Street  
6                    Palo Alto, CA 94304-1130  
7                    Emailed copy to seagan@cooley.com

8                    To object, a Settlement Class Member must send a letter saying that he, she, or it objects to  
9                    the Settlement in *In re Talis Biomedical Securities Litigation*, Case No. 22-cv-00105-SI (N.D.  
10                    Cal.), which must (1) include the objector's name, address, and telephone number; (2) provide  
11                    documentation establishing the objector's membership in the Settlement Class, including  
12                    documents showing the number of shares of Talis common stock purchased, acquired, and sold  
13                    during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale;  
14                    (3) contain a statement of reasons for the objection, including whether it applies only to the  
15                    objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (4) identify  
16                    any other class action settlement(s) in which the objector or the objector's attorney has objected;  
17                    (5) include copies of any papers or other documents upon which the objection is based; and  
18                    (6) include the objector's signature, even if represented by counsel. Any Settlement Class Member  
19                    who does not make his, her, or its objection in the manner provided in this Order shall be deemed  
20                    to have waived such objection and shall forever be foreclosed from making any objection to the  
21                    fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of  
22                    Allocation, or to the Fee and Expense Application, unless otherwise ordered by the Court.

23                    (b) Attendance at the Final Approval Hearing is not necessary. However,  
24                    persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of  
25                    Allocation, and/or the Fee and Expense Application are required to indicate in their written  
26                    objection their intention to appear at the hearing. Persons who intend to object to the Settlement,  
27                    the Plan of Allocation, and/or the Fee and Expense Application and desire to present evidence at  
28                    the Final Approval Hearing must include in their written objections the identity of any witnesses  
                     they may call to testify and copies of any exhibits they intend to introduce into evidence at the Final  
                     Approval Hearing.

1 (c) Settlement Class Members do not need to appear at the hearing or take any  
2 other action to indicate their approval.

3 (d) At or after the Final Approval Hearing, the Court shall determine whether  
4 the proposed Plan of Allocation, and any Fee and Expense Application, shall be approved.

5 14. **Settlement Fund.** The Court approves the establishment of the Escrow Accounts  
6 into which the Settlement Amount will be deposited for the benefit of the Settlement Class. All  
7 funds held by the Escrow Agents shall be deemed and considered to be in *custodia legis* of the  
8 Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall  
9 be distributed pursuant to the Stipulation and/or further order(s) of the Court. No person who is  
10 not a Settlement Class Member or Plaintiff's Counsel shall have any right to any portion of, or to  
11 any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise  
12 provided in the Stipulation.

13 15. **Supporting Papers.** Co-Lead Counsel BFA shall file the opening papers in support  
14 of the proposed Settlement, the Plan of Allocation, and the Fee and Expense Application **on or**  
15 **before** \_\_\_\_\_, 2024 [a date that is thirty-five (35) calendar days prior to the Final  
16 Approval Hearing]. Any reply papers in response to objections shall be filed and served **on or**  
17 **before** \_\_\_\_\_, 2024 [a date that is seven (7) calendar days prior to the Final Approval  
18 Hearing].

19 16. None of the Released Defendant Parties shall have any involvement in or any  
20 responsibility for, authority, or liability whatsoever for the Plan of Allocation, any Fee and Expense  
21 Application, the selection of the Claims Administrator, the administration of the Settlement, the  
22 Claims process, or the disbursement of the Net Settlement Fund, and shall have no liability  
23 whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any other  
24 Settlement Class Members, or Co-Lead Counsel, in connection with the foregoing. Such matters  
25 will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

26 17. **Use of this Order.** Neither this Order nor the proposed Settlement (including the  
27 Stipulation and any Exhibits annexed thereto), the Supplemental Agreement, nor any of the  
28 negotiations or proceedings connected with it: (i) is or may be deemed to be or may be used as an



1 admission of, concession, or evidence of, the validity of any Released Claim, the truth of any fact  
2 alleged in the Action, the deficiency of any defense that has been or could have been asserted in  
3 the Action, any damages suffered by Lead Plaintiff or the Settlement Class, any alleged liability,  
4 negligence, fault, or other wrongdoing of the Released Defendant Parties, or that the consideration  
5 to be given under the Settlement represents the amount that could be or would have been recovered  
6 after trial; or (ii) is or may be used or in any way referred to for any other reason against any  
7 Released Defendant Party in any civil, criminal, or administrative proceeding in any court,  
8 administrative agency, or other forum or tribunal; *provided* that the Parties may use the Order as  
9 necessary to effectuate the provisions of the Stipulation, and the Released Defendant Parties may  
10 file the Stipulation and/or the Judgment in any action that may be brought against them in order to  
11 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,  
12 good faith settlement, judgment bar or reduction, or any other theory of, without limitation, claim  
13 preclusion or issue preclusion or similar defense or counterclaim.

14       18.     **Termination.** In the event that the Settlement does not become effective in  
15 accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event  
16 that the Settlement Fund, or any portion thereof, is returned to the Defendants pursuant to the  
17 Stipulation, then this Order shall be rendered null and void to the extent provided by and in  
18 accordance with the Stipulation and shall be vacated and, in such event, all orders entered and  
19 releases delivered in connection herewith shall be null and void to the extent provided by and in  
20 accordance with the Stipulation. The Parties shall be deemed to have reverted to their respective  
21 positions in the Action immediately prior to the execution of the Stipulation.

22       19.     **Stay of Proceedings.** All proceedings in the Action are stayed until further order  
23 of this Court, except as may be necessary to implement the Settlement or comply with the terms of  
24 the Stipulation. Pending final determination of whether the Settlement should be approved, neither  
25 Lead Plaintiff nor any Settlement Class Member, either directly, representatively, or in any other  
26 capacity shall commence or prosecute against any Released Defendant Party any action or  
27 proceeding in any court or tribunal asserting any of the Released Claims.  
28



1           20.     **CAFA Notice.** The Parties have indicated that Defendants will comply with the  
2 requirements of 28 U.S.C. § 1715, *et seq.*, by providing proper notice to the appropriate federal  
3 official and state officials specified in the statute within five (5) calendar days after the proposed  
4 Settlement was filed, which ensures that the Final Approval Hearing will be held at least ninety  
5 (90) days after the appropriate federal official and state officials are served. Defendants shall file  
6 proof of compliance with CAFA with the Court at least thirty-five (35) calendar days prior to the  
7 Final Approval Hearing.

8           21.     **Taxes.** Co-Lead Counsel is authorized and directed to prepare any tax returns and  
9 any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement  
10 Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations  
11 with respect to Taxes and any reporting or filings in respect thereof without further order of the  
12 Court in a manner consistent with the provisions of the Stipulation.

13           22.     **Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider  
14 all further matters arising out of or connected with the Settlement.

15           IT IS SO ORDERED.

16  
17 Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
The Honorable Susan Illston  
United States District Judge

# **EXHIBIT A-1**

**IMPORTANT NOTICE FROM THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

**NOTICE OF CLASS SETTLEMENT**

If you purchased or otherwise acquired Talis common stock between February 11, 2021 and August 11, 2021, both inclusive, you may be entitled to receive a payment from a class action settlement.

**THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS. YOU MAY BE ELIGIBLE FOR A CASH PAYMENT. PLEASE READ THIS NOTICE CAREFULLY.**

**This Notice provides only limited information about the Settlement. For more information, please visit [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) (the “Settlement Website”) or call the Claims Administrator at (877) 331-0411.**

**Important Settlement Notice: *In re Talis Biomedical Corporation Securities Litigation*, Case No. 22-cv-00105 (N.D. Cal.) (the “Action”)**

The Parties have reached a proposed Settlement that, if approved, will resolve the Released Claims against the Released Defendant Parties on behalf of the Settlement Class.

Defendants and/or their insurance carriers have agreed to pay \$32,500,000 in total to resolve this case. This amount, plus accrued interest, and after deduction of Court-approved attorneys’ fees and Litigation Expenses (including any awards to Lead Plaintiff), Notice and Administration Costs, and Taxes, will be allocated, pursuant to the Plan of Allocation in the Long-Form Notice, among Settlement Class Members who submit valid claims.

You may be a Settlement Class Member if you purchased or otherwise acquired Talis common stock between February 11, 2021 and August 11, 2021, both inclusive.

**TO BE ELIGIBLE FOR PAYMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM ONLINE OR POSTMARKED BY \_\_\_, 2025. THE FORM IS AVAILABLE FROM THE SETTLEMENT WEBSITE, [WWW.TALISSECURITIESLITIGATION.COM](http://WWW.TALISSECURITIESLITIGATION.COM), OR BY MAIL UPON REQUEST THROUGH THE WEBSITE OR BY CALLING THE CLAIMS ADMINISTRATOR AT (877) 331-0411.**

*In re Talis Biomedical Corporation Securities Litigation*  
**Claims Administrator  
c/o A.B. Data, Ltd.  
P.O. Box 173064  
Milwaukee, WI 53217**

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<<NAME 2>>  
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<<CITY, STATE ZIP>>  
<<COUNTRY>>

For more information, please visit [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) (the “Settlement Website”) or Call the Claims Administrator at (877) 331-0411.

The Settlement Website contains a Long-Form Notice with additional information that you should review.

**You must comply with the Long-Form Notice's complete instructions on how to submit a Proof of Claim, exclude yourself, or object. In summary, you have three options:**

**Option 1: Submit a Proof of Claim (with further options to object to the Settlement and/or appear at the Final Approval Hearing). Proof of Claim and Release forms ("Proof of Claim") are available at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) and must be postmarked (if mailed) or received (if submitted online) on or before \_\_\_\_\_, 2025.**

**Option 2: Exclude yourself from the Settlement Class, as detailed in the Long-Form Notice. Exclusions must be received on or before \_\_\_\_\_, 2024.**

**Option 3: Do nothing. You will still be bound by the Settlement and will fully release all Released Claims against the Released Defendant Parties.**

You may write to the Court if you do not like this Settlement, the Plan of Allocation and/or the request for attorneys' fees and expenses. You will still be a Member of the Settlement Class. **Objections must be received by the Court and counsel for the Parties on or before \_\_\_\_\_, 2024. Submitting a written objection and notice of intention to appear by \_\_\_\_\_, 2024 allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation and/or the request for attorneys' fees and expenses.** If you submit a written objection, you may (but you do not have to) attend the hearing and speak to the Court about your objection. The Court may change this date to a later date and/or time without further written notice to you.

**What is this case about? Why is there a settlement?** The Litigation alleges that the Defendants made false and misleading statements and material omissions about Talis One, the Company's molecular diagnostic platform designed to test for COVID-19 and other diseases at the point of care. Defendants deny all allegations of wrongdoing, liability, or any violation of the law whatsoever. The Parties disagree on liability and damages. Lead Plaintiff wishes to avoid the risk and delay of further litigation and secure a substantial benefit for the Settlement Class. Defendants wish to avoid the cost, distraction, burden, and uncertainty of further litigation.

**How much will I recover?** The estimated average recovery per affected share of Talis common stock is approximately \$2.05, before deduction of Court-approved fees, expenses, and costs. This is an average, and your recovery will vary based on (among other things) the number of valid claims and the size and timing of your transactions in Talis common stock.

**The Court will hold a hearing on \_\_, 2025 at \_** to consider whether to approve the Settlement and Co-Lead Counsel Bleichmar Fonti & Auld LLP's request for attorneys' fees not to exceed 28% of the Settlement Amount and Litigation Expenses not to exceed approximately \$1,800,000, plus interest at the same rate earned by the Settlement Fund, and an award to Lead Plaintiff of no more than \$37,500 (an average of \$0.69 per affected share of Talis common stock). You may, but are not required to, attend, and may also appear through counsel of your choice and at your own expense.

**How can I get more information?** Visit the Settlement Website at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com), contact the Claims Administrator at (877) 331-0411, or contact Lead Counsel at (888) 879-9418 or [TalisSettlement@bfalaw.com](mailto:TalisSettlement@bfalaw.com).

### **SPECIAL NOTICE TO NOMINEES**

Nominees who purchased or otherwise acquired Talis common stock between February 11, 2021 and August 11, 2021, both inclusive, for the beneficial interest of other Persons or entities shall, within seven (7) days after receipt of the Notice, either (1) send the Notice to such beneficial owners of such Talis common stock, or (2) send a list of the names and addresses of such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly mail the Notice to such beneficial owners.

If you choose the first option, you must send a statement to the Claims Administrator confirming that the mailing was made and **you must retain your mailing records for use in connection with any further notices that may be provided in the Litigation.**

If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owners. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

## EXHIBIT A-2

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

*In re Talis Biomedical Corporation Securities  
Litigation*

Case No. 22-cv-00105-SI

**LONG-FORM NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF CLASS  
ACTION**

**TO: All persons or entities that purchased or otherwise acquired common stock issued by Talis pursuant and/or traceable to the registration statement and prospectus issued in connection with the Company's February 11, 2021 initial public offering between February 11, 2021 and August 11, 2021, inclusive, and were damaged thereby.**

**NOTICE OF SETTLEMENT:** This notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court"). Please be advised that the Court-appointed Lead Plaintiff Martin Dugan, on behalf of himself and the Court-certified Settlement Class, have reached a proposed settlement of the above-captioned securities class action (the "Action") for \$32,500,000.00 in cash that, if approved, will resolve all claims in the Action (the "Settlement").

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

This Long-Form Notice explains important rights you may have and what steps you must take if you wish to participate in the Settlement of this class action, wish to object, or wish to be excluded from the Settlement Class. If you are a Member of the Settlement Class, your legal rights will be affected whether or not you act.

**The Action and Proposed Settlement:** This Notice relates to a proposed Settlement of claims in a pending securities class action against Defendants Talis Biomedical Corporation ("Talis"), Brian Coe, J. Roger Moody, Jr., Felix Baker, Raymond Cheong, Melissa Gilliam, Rustem F. Ismagilov, Kimberly J. Popovits, Matthew L. Posard, and Randal Scott (collectively, the "Individual Defendants," and together with Talis, the "Defendants").<sup>1</sup> A more detailed description of the Action is set forth below. The proposed Settlement, if approved by the Court, will resolve the claims by Lead Plaintiff Martin Dugan that have been asserted on behalf of the Settlement Class.

**Settlement Fund:** Subject to Court approval, Lead Plaintiff, on behalf of himself and the Settlement Class, has agreed to settle the Action in exchange for a settlement payment of \$32,500,000.00 in cash. Your

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<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated September 30, 2024 (the "Stipulation" or "Settlement").

recovery will depend in part on the type and amount of your transactions in Talis common stock purchased or acquired between February 11, 2021 and August 11, 2021 (both inclusive) and the timing of your purchases, acquisitions, and any sales. If claims are submitted for 100% of the eligible shares of Talis common stock, based on Plaintiff's expert's estimate of the number of damaged shares of Talis common stock eligible to recover under the Settlement, the estimated average recovery per affected Talis common share is approximately \$2.05 per share of Talis common stock, before deduction of Court-approved fees, expenses, and costs. Settlement Class Members should note, however, that these are only estimates. The actual amount per share you could receive will depend on a number of factors, including those explained in the Plan of Allocation contained below.

**Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share of Talis Common Stock that would be recoverable if Plaintiff was to prevail in the Action. Among other things, Defendants deny that Plaintiff has asserted any valid claims and expressly deny all allegations of liability, wrongdoing, or damages whatsoever.

**Settlement Class:** The Court has certified a Class of all persons and entities who purchased or otherwise acquired Talis common stock between February 11, 2021 and August 11, 2021, both inclusive. Excluded from the Settlement Class are: Defendants and any affiliates or subsidiaries thereof, the present and former officers and directors of Talis (and its affiliates or subsidiaries) and their immediate family members, Defendants' liability insurance carriers and any affiliates or subsidiaries thereof, any entity in which any Defendant has or has had a controlling interest, Talis's employee retirement and benefits plan(s), and with respect to each of the foregoing, the legal representatives, heirs, estates, agents, successors, or assigns. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the requirements set by the Court, which are set forth in this Long-Form Notice of Pendency and Proposed Settlement of Class Action.

**Reasons for Settlement:** Lead Plaintiff's principal reason for entering into the Settlement is to secure a substantial benefit to the Settlement Class now and avoid the delay, costs and risks associated with continued litigation, including the danger of no recovery. Defendants, who deny all allegations of wrongdoing or liability or any violation of law whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden, distraction, and expense of further protracted litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

**Statement on Potential Outcome If the Case Had Not Settled:** The Settlement must be compared to the risk of no recovery after contested motions, trial, and likely appeals. Litigation is a risky proposition and the Settlement Class might not have prevailed, including due to the risks posed by Talis's financial condition. The claims in this case involve numerous complex legal and factual issues that would require extensive and costly expert testimony. The parties disagree on both liability and damages. Among the many key issues about which the two sides do not agree are: (1) whether Defendants made any statements that were materially false or misleading, or made material omissions in violation of a duty to disclose or that are otherwise actionable, under the federal securities laws; (2) the amount of damages (if any) that could be recovered at trial, including the average amount of damages per share that would be recoverable if Lead Plaintiff prevailed on each claim alleged. Defendants have denied and continue to deny any and all allegations of wrongdoing asserted in the Litigation, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Lead Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' actions.

**Attorneys' Fees and Expenses:** Plaintiff's Counsel has not received any payment for its work investigating the facts, conducting this Litigation, and negotiating the Settlement on behalf of Lead Plaintiff and the Settlement Class. Co-Lead Counsel Bleichmar Fonti & Auld LLP will ask the Court for attorneys'

fees not to exceed 28% of the Settlement Amount and Litigation Expenses in an amount not to exceed approximately \$1,800,000, plus interest, to be paid from the Settlement Fund. In addition, Lead Plaintiff may request an award not to exceed \$37,500 pursuant to 15 U.S.C. § 77z-1(a)(4) in connection with his representation of the Settlement Class (together with the request for attorneys’ fees and Litigation Expenses, the “Fee and Expense Application”). If the Court approves the Fee and Expense Application in full, and if claims are submitted for 100% of the Talis common stock estimated to be eligible to recover under the Settlement, the average amount of fees and expenses is estimated to be approximately \$0.69 per share of Talis common stock. A copy of the Fee and Expense Application will be posted on [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) after it has been filed with the Court.

**Claims Administrator:**

Talis Biomedical Corporation  
 Securities Litigation  
 c/o A.B. Data, Ltd.  
 P.O. Box 173064  
 Milwaukee, WI 53217  
 Telephone: 1-877-331-0411  
[info@TalisSecuritiesLitigation.com](mailto:info@TalisSecuritiesLitigation.com)

**Plaintiff’s Counsel:**

Evan A. Kubota  
 Bleichmar Fonti & Auld LLP  
 300 Park Avenue, Suite 1301  
 New York, NY 10022  
 Telephone: 1-888-879-9418  
[TalisSettlement@bfalaw.com](mailto:TalisSettlement@bfalaw.com)

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU ARE A VALID MEMBER OF THE SETTLEMENT CLASS**

<b>SUBMIT A CLAIM</b>	This is the only way to be eligible to receive a payment. If you are a Settlement Class Member, and do not exclude yourself from the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any “Released Plaintiff Claims” (as defined below) that you have against the Released Defendant Parties (as defined below). <b>Proof of Claim and Release forms (“Proof of Claim”) are available at <a href="http://www.TalisSecuritiesLitigation.com">www.TalisSecuritiesLitigation.com</a> and must be postmarked (if mailed) or received (if submitted online) on or before _____, 2025.</b>
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that potentially allows you to participate in another lawsuit against the Released Defendant Parties relating to the Released Plaintiff Claims being released in this case. Should you elect to exclude yourself from the Settlement Class, you should understand that the Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. <b>Exclusions must be received on or before _____, 2024.</b>
<b>OBJECT</b>	You may write to the Court if you do not like this Settlement, the Plan of Allocation and/or the Fee and Expense Application. You will still be a Member of the Settlement Class. <b>Objections must be</b>

	received by the Court and counsel for the Parties on or before _____, 2024.
<b>GO TO A HEARING</b> ON _____, 2025, at _____ .m.	<b>Submitting a written objection and notice of intention to appear by _____, 2024 allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation and/or the Fee and Expense Application.</b> If you submit a written objection, you may (but you do not have to) attend the hearing and speak to the Court about your objection. <sup>2</sup>
<b>DO NOTHING</b>	<b>If you are a Member of the Settlement Class and you do not submit a Proof of Claim by _____, 2025, you will not be eligible to receive any payment from the Net Settlement Fund.</b> You will, however, remain a Member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will still be bound by any judgments or orders entered by the Court in the Litigation.

- These rights and options – *and the deadlines to exercise them* – are explained in this Long-Form Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments to Authorized Claimants (described below) will be made if the Court approves the Settlement, after Proofs of Claim are processed, and, if there are any appeals, after appeals are resolved. Please be patient.

### 1. WHY DID I RECEIVE THIS LONG-FORM NOTICE?

The Court authorized that this Long-Form Notice be disseminated because you or someone in your family has been identified as a potential Settlement Class Member who may have purchased or acquired shares of Talis common stock during the Settlement Class Period. The Court directed that this Long-Form Notice be made available to Settlement Class Members to explain the Litigation, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Litigation, and the Court still has to decide whether to approve the Settlement.

Receipt of this Long-Form Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. The Parties do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to timely submit the Proof of Claim available at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

### 2. WHAT IS THIS LAWSUIT ABOUT?

This is a securities lawsuit filed in the United States District Court for the Northern District of California. The operative Amended Complaint in the Action names as defendants Talis; Brian Coe, Talis's co-founder and former President, Chief Executive Officer, and Board member; J. Roger Moody, Jr., Talis's former Chief

<sup>2</sup> The Court may change this date to a later date and/or time without further written notice to you. However, any different date or time will be posted on the Settlement website: [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).



Financial Officer; and current and former Board members Felix Baker, Raymond Cheong, Melissa Gilliam, Rustem F. Ismagilov, Kimberly J. Popovits, Matthew L. Posard, and Randal Scott. The Court appointed Lead Plaintiff Martin Dugan as Class Representative in this lawsuit.

**(a) THE CLASS REPRESENTATIVE’S CLAIMS**

The Class Representative, on behalf of the Class, alleges that Defendants violated Sections 11 and 15 of the Securities Act of 1933 based on materially false and misleading statements and omissions in the Registration Statement for Talis’s February 11, 2021 initial public offering. The Class Representative alleges that Defendants made false and misleading statements and material omissions about Talis One, the Company’s molecular diagnostic platform designed to test for COVID-19 and other diseases at the point of care. Specifically, the Amended Complaint alleges Defendants made misstatements about the ordering and manufacturing of Talis One instruments and Talis One’s accuracy and reliability, as well as material omissions about the weakness of Talis’s comparator assay and Talis One’s unreliability.

**(b) DEFENDANTS’ DENIAL OF LIABILITY**

Defendants deny all of these allegations, any wrongdoing or violation of law, and any and all liability under Sections 11 and 15 of the Securities Act of 1933.

**3. WHAT HAS HAPPENED SO FAR IN THIS CASE?**

The Litigation is currently pending in the United States District Court for the Northern District of California before Judge Susan Illston (the “Court”). The initial complaint in this Litigation was filed on January 7, 2022. (ECF No. 1.) On June 3, 2022, the Court appointed Martin Dugan, Leon Yu, and Max Wisdom Technology Lmted. as Co-Lead Plaintiff and Bleichmar Fonti & Auld LLP and Pomerantz LLP as Co-Lead Counsel. (ECF No. 64.)

Lead Plaintiffs filed a Consolidated Class Action Complaint for Violations of the Federal Securities Laws on July 1, 2022 (ECF No. 74). The Complaint alleged violations of Sections 11 and 15 of the Securities Act of 1933, and Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 thereunder. (ECF No. 74.) On December 9, 2022, the Court dismissed the Complaint with leave to amend. (ECF No. 101.)

Lead Plaintiffs filed the operative Amended Complaint (the “Amended Complaint”) on January 13, 2023 (ECF No. 104), solely alleging violations of Sections 11 and 15 of the Securities Act of 1933. (ECF No. 104.)

On April 28, 2023, the Court denied Defendants’ motion to dismiss the Amended Complaint. (ECF No. 115.)

On November 30, 2023, the Court entered an order allowing Yu and Max Wisdom to withdraw as Co-Lead Plaintiffs and as proposed Class Representatives, and appointed Martin Dugan as the sole Lead Plaintiff. (ECF No. 131.)

On February 9, 2024, the Court granted Lead Plaintiff’s Motion for Class Certification, appointing Martin Dugan as the Class Representative, and Bleichmar Fonti & Auld LLP and Pomerantz LLP as Co-Class Counsel (ECF No. 153).

On March 14, 2024, following certification of the Class, the parties engaged in a full-day mediation session with Michelle Yoshida via Zoom. Prior to the March 14 session, the parties submitted and exchanged

detailed mediation statements and exhibits. On March 14, the parties engaged in good faith, arm's-length negotiations supervised by Ms. Yoshida, but did not agree on a resolution.

On July 30, 2024, the parties participated in a second full-day mediation session with Ms. Yoshida, held in person. Prior to the July 30 session, Lead Plaintiff submitted a supplemental mediation statement for exchange with Defendants and a further mediation statement for the mediator's eyes only. On July 30, the parties again engaged in good-faith, arm's-length negotiations and made progress, but did not agree on a resolution.

After the July 30 session, negotiations continued under Ms. Yoshida's auspices. After further negotiations, including inquiry into Talis's financial condition, Ms. Yoshida made a formal mediator's proposal that the case settle for \$32,500,000 in cash. On August 21, 2024, Plaintiff and Defendants accepted the proposal, and subsequently negotiated a term sheet and the Stipulation of Settlement.

#### **4. WHY IS THIS A CLASS ACTION?**

In a class action, a class representative (in this case, the Court-appointed Lead Plaintiff Martin Dugan) sues on behalf of people who have similar claims. Here, all these people are called the Settlement Class or Settlement Class Members. One court resolves the issues for all class members at the same time, except for those who timely and validly exclude themselves from the class (the process for which is described more fully in Question 14 below). Judge Susan Illston is presiding over this class action.

#### **5. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way they avoid the cost and uncertainty of further litigation and a trial, and eligible Settlement Class Members who submit valid claims will receive compensation. Particularly in light of the possibility that continued litigation could result in no greater recovery than the Settlement—or no recovery at all—Lead Plaintiff and Plaintiff's Counsel believe the settlement is in the best interest of all Settlement Class Members. While Defendants have at all times denied all allegations of wrongdoing, liability, or any violation of law, they are entering into the Settlement to eliminate the uncertainty, burden, distraction, and expense of further protracted litigation.

### **WHO IS IN THE SETTLEMENT**

To see if you will receive money from this Settlement, you first have to determine if you are a Settlement Class Member.

#### **6. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

The Settlement Class includes all persons or entities that purchased or otherwise acquired common stock issued by Talis pursuant and/or traceable to the registration statement and prospectus issued in connection with the Company's February 11, 2021 initial public offering between February 11, 2021 and August 11, 2021, inclusive (the "Settlement Class Period"), and were damaged thereby. Certain Persons and entities are excluded from this definition, as described below.

#### **7. WHAT ARE THE EXCEPTIONS TO BEING INCLUDED?**

Excluded from the Settlement Class are: (i) Defendants and any affiliates or subsidiaries thereof, (ii) present and former officers and directors of Talis and its subsidiaries or affiliates, and their immediate family

members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; (iv) any entity in which any Defendant has or has had a controlling interest; (v) Talis's employee retirement and benefits plan(s); and (vi) the legal representatives, heirs, estates, agents, successors, or assigns of any person or entity described in the preceding five categories. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the requirements set by the Court, which are set forth in this Long-Form Notice of Pendency and Proposed Settlement of Class Action.

#### **8. I'M STILL NOT SURE IF I AM INCLUDED.**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) or by phone at (877) 331-0411, or you can fill out and return the Proof of Claim described in Question 11, to see if you qualify.

### **PLEASE DO NOT CALL THE COURT OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT**

#### **THE SETTLEMENT BENEFITS – WHAT YOU GET**

#### **9. WHAT DOES THE SETTLEMENT PROVIDE?**

Defendants have agreed to settle the litigation for a total of \$32,500,000.00 in cash. This amount, plus any interest earned thereon, constitutes the Settlement Fund. The balance of this fund after payment of (i) Court-approved attorneys' fees and expenses, (ii) any award to Lead Plaintiff, (iii) the costs of claims administration, including the costs of distributing the Notice and the cost of publishing notice, and (iv) Taxes and Tax Expenses, is the "Net Settlement Fund." The Net Settlement Fund will be divided among all eligible Settlement Class Members who send in timely and valid Proofs of Claim in accordance with the Plan of Allocation described below.

#### **10. HOW MUCH WILL MY PAYMENT BE?**

Your payment (if any) will depend on several things, including the total dollar amount of claims represented by the valid Proofs of Claim that Settlement Class Members submit; the number of shares of Talis common stock you purchased or acquired; how much you paid for those shares; when you purchased or acquired them; and if and when you sold your shares of Talis common stock and for how much. The Claims Administrator will apply the Plan of Allocation (appended below as Appendix A) to calculate the amount of your Recognized Claim, and your payment (if any) will be a portion of the Net Settlement Fund equal to your Recognized Claim divided by the total of all Authorized Claimants' Recognized Claims.

#### **11. HOW WILL I OBTAIN A PAYMENT?**

To qualify for payment, you must be an eligible Settlement Class Member, send in a timely and valid Proof of Claim, and properly document your claim as requested in the Proof of Claim. A Proof of Claim may be downloaded at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) and is also available in paper form by contacting the Claims Administrator at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com), by phone at (877) 331-0411, or at *Talis Biomedical Corporation Securities Litigation* c/o A.B. Data, Ltd. P.O. Box 173064 Milwaukee, WI 53217. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it such that it is **postmarked no later than \_\_\_\_\_, 2025, or submit it online by**

**no later than \_\_\_\_\_, 2025.** Proofs of Claim may be completed and submitted online at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

## **12. WHEN WILL I RECEIVE MY PAYMENT?**

The Court will hold a hearing on \_\_\_\_\_, 2025, at \_\_\_:\_\_\_*m.*, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time. It also takes time for all the Proofs of Claim to be processed. Please be patient.

## **13. WHAT AM I GIVING UP TO RECEIVE A PAYMENT OR STAY IN THE SETTLEMENT CLASS?**

Unless you timely and validly exclude yourself, you are a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Released Defendant Parties about the Released Plaintiff's Claims. It also means that all of the Court's orders, including a judgment ("Judgment") dismissing the Litigation with prejudice on the merits, will apply to you and legally bind you and you will release all Released Plaintiff's Claims in this case against the Released Defendant Parties.

**"Released Claims"** means all Released Defendants' Claims and all Released Plaintiff's Claims.

**"Released Defendants' Claims"** means all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims do not include: (i) any claims relating to the enforcement of the Settlement, (ii) any claims against any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court, or (iii) any claims that may be asserted derivatively against any Defendant and/or their Related Persons.

**"Released Plaintiff's Claims"** means all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead Plaintiff or any other member of the Settlement Class asserted in the Amended Complaint, and/or could have asserted in any forum, that arise out of, relate to, or are based upon both (i) the allegations, acts, transactions, facts, events, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action, including all claims arising out of or relating to Talis' IPO, and (ii) the solicitation, purchase, holding, disposition, and/or acquisition of any shares of Talis common stock during the period February 11, 2021 through August 11, 2021, inclusive. Released Plaintiff's Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims of any person or entity who or which submits a request for exclusion that is accepted by the Court.

**"Unknown Claims"** means any Released Plaintiff's Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants' Claims that any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it might have affected his, her, or its decision(s) with respect to this Settlement, including but not limited to, whether or not to object to this Settlement or to the release of any Released Claims. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the other Released Plaintiff Parties and Released Defendant Parties shall be deemed to have waived, and by operation

of the Judgment, shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

The Released Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims but they are, notwithstanding this potential, entering into the Stipulation and intend it to be a full, final, and permanent resolution of the Released Claims and this Action. Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members and each of the other Released Plaintiff Parties and Released Defendant Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

**“Released Parties”** means the Released Defendant Parties and the Released Plaintiff Parties.

**“Released Defendant Parties”** means each and all Defendants, Defendants’ Counsel, D&O Insurers, Underwriters, and their respective Related Persons.

**“Defendants”** means Talis Biomedical Corporation and the Individual Defendants (Brian Coe, J. Roger Moody, Jr., Felix Baker, Raymond Cheong, Melissa Gilliam, Rustem F. Ismagilov, Kimberly J. Popovits, Matthew L. Posard, and Randal Scott).

**“Defendants’ Counsel”** means Cooley LLP.

**“D&O Insurers”** means Defendants’ directors’ and Officers’ liability insurance carriers: Berkley Professional Liability, a W.R. Berkley Company, XL Specialty Insurance Company, Hudson Insurance Group, and National Union Fire Insurance Company of Pittsburgh, Pa.

**“Underwriters”** means collectively J.P. Morgan Securities LLC, BofA Securities, Inc., Piper Sandler & Co., and BTIG, LLC.

**“Related Persons”** means (i) with respect to Defendants, Defendants’ Counsel, D&O Insurers, and Underwriters, and each of their respective current and former Officers, directors, agents, parents, members, partners, principals, controlling shareholders, advisors (including financial or investment advisors), auditors, accountants, consultants, underwriters, affiliates, subsidiaries, predecessors, successors, advisors, trustees, insurers, reinsurers, assigns, assignees, employees, and attorneys, in their capacities as such; and (ii) with respect to the Individual Defendants, their respective spouses, Immediate Family members, heirs, successors, executors, estates, administrators, attorneys, agents, accountants, insurers or reinsurers, personal representatives, trusts, community property, and any other entity in which any of them has a controlling interest.

**“Released Plaintiff Parties”** means Lead Plaintiff, all former plaintiffs in the Action, Plaintiffs’ Counsel, and all other Settlement Class Members, as well as each of their respective current and former Officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such.



“**Lead Plaintiff**” means Martin Dugan.

“**Plaintiff’s Counsel**” means Co-Lead Counsel and The Schall Law Firm.

“**Co-Lead Counsel**” means Bleichmar Fonti & Auld LLP and Pomerantz LLP.

The Judgment will also provide that without further action by anyone, upon the Effective Date of the Settlement, the Released Plaintiff Parties shall be deemed to have, and by operation of the Judgment (or, if applicable, the Alternative Judgment) shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed each and every one of the Released Plaintiff’s Claims against each and every one of the Released Defendant Parties. These releases and waivers were separately bargained for and are essential elements of the Stipulation and the Settlement.

Moreover, upon the Effective Date, the Released Plaintiff Parties will be forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative or other forum, foreign or domestic, asserting the Released Plaintiff’s Claims against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Party executes and delivers the Proof of Claim and Release or shares in the Net Settlement Fund.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to participate in this Settlement, and you want to keep the right to sue or continue to sue the Defendants or any of their Related Parties on your own for the Released Claims in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself or is sometimes referred to as opting out of the Settlement Class.

**If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.**

**If you are excluded from the Settlement Class and pursue your own individual action, you may also have to produce information and/or documents upon the Defendants’ request (a process known as “discovery”), which could include, but not be limited to, providing testimony under oath.**

### **14. HOW DO I GET OUT OF THE SETTLEMENT CLASS?**

To exclude yourself from the Settlement Class, you must submit a written request for exclusion to the Claims Administrator online at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) or by mail to the following address:

*Talis Biomedical Corporation Securities Litigation*  
EXCLUSIONS  
c/o A.B. Data, Ltd.  
P.O. Box 173001  
Milwaukee, WI 53217

You cannot exclude yourself by telephone or email. Your request for exclusion must state that you want to be excluded from *In re Talis Biomedical Securities Litigation*, Case No. 3:22-cv-00105-SI (N.D. Cal.), and must: (i) include the name, address, and telephone number for you or the entity seeking exclusion; (ii) state that you or the entity wish to be “excluded from the Settlement Class” in this Litigation; (iii) include

proof (such as stockbroker confirmation slips, stockbroker statements, or other documents) adequately evidencing the date(s), price(s), and number(s) of all shares of Talis common stock purchased and/or sold during the Class Period; and (iv) be signed by you or the entity requesting exclusion or their authorized representative (accompanied by proof of authorization). No request for exclusion will be considered valid unless it is timely and provides all of the information described above.

**Your exclusion request must be submitted online or received by the Claims Administrator no later than \_\_\_\_\_, 2024.**

Do not submit a request for exclusion as well as an objection and/or Proof of Claim. If you do so, your objection and/or Proof of Claim will be disregarded and you will be excluded from the Settlement Class.

**15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE THE DEFENDANTS FOR THE SAME THING LATER?**

No. Unless you timely and validly exclude yourself, you give up any right to sue the Released Defendant Parties for the Released Claims in this Settlement. If you have a pending lawsuit against any of these parties, including the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is \_\_\_\_\_, 2024.

**16. IF I EXCLUDE MYSELF, CAN I RECEIVE MONEY FROM THIS SETTLEMENT?**

No. If you exclude yourself, you are not a Settlement Class Member and cannot submit a Proof of Claim.

**THE LAWYERS REPRESENTING YOU**

**17. DO I HAVE A LAWYER IN THIS CASE?**

The Court appointed the law firms of Bleichmar Fonti & Auld LLP and Pomerantz LLP to represent you and other Settlement Class Members. These lawyers are called Co-Lead Counsel. You will not be directly charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves BFA's application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

**18. HOW WILL THE LAWYERS BE PAID?**

BFA will ask the Court for attorneys' fees not to exceed 28% of the Settlement Amount, and for expenses in an amount not to exceed approximately \$1,800,000, plus interest that is incurred on these amounts at the same rate as earned by the Settlement Fund. Such sums as may be approved by the Court will be paid from the Settlement Fund.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for its efforts in achieving this Settlement and for its risk in undertaking this representation on a wholly contingent basis. Plaintiff's Counsel has committed a substantial amount of time and significant expenses in litigating this case for the benefit of the Settlement Class. To date, Plaintiff's Counsel has not been paid for its services in conducting this Litigation on behalf of Lead Plaintiff and the Settlement Class, nor for its expenses. The fees requested will compensate counsel for its work in achieving the Settlement Fund for the benefit of the Settlement Class.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

### 19. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it, including the Plan of Allocation and the request for attorneys' fees or expenses. You can state the reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement or to certain aspects of the Settlement in *In re Talis Biomedical Securities Litigation*, Case No. 3:22-cv-00105-SI (N.D. Cal.), which must (1) include the objector's name, address, and telephone number; (2) provide documentation establishing the objector's membership in the Settlement Class, including documents showing the type and number of shares of Talis common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale; (3) contain a statement of reasons for the objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (4) identify any other class action settlement(s) in which the objector or the objector's attorney has objected; (5) include copies of any papers or other documents upon which the objection is based; and (6) include the objector's signature, even if represented by counsel. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely object in the manner described in this Notice will be deemed to have waived any objection and will be foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, the request for attorneys' fees and expenses, and the requested award to Lead Plaintiff.

Any objection **must** be mailed or delivered such that it is **received** by **each** of the following (not simply postmarked) **no later than** \_\_\_\_\_, **2024**:

*Court:*

Class Action Clerk  
United States District Court for the  
Northern District of California  
United States Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102

*Lead Counsel:*

Evan A. Kubota  
BLEICHMAR FONTI & AULD LLP  
300 Park Avenue, Suite 1301  
New York, NY 10022  
Emailed copy to talissettlement@bfalaw.com

*Counsel for Defendants:*

Patrick E. Gibbs  
Shannon M. Eagan  
COOLEY LLP  
3175 Hanover Street  
Palo Alto, CA 94304-1130  
Emailed copy to seagan@cooley.com

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making



any objection to any aspect of the proposed Settlement, the proposed Plan of Allocation, and any Fee and Expense Application. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

## **20. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object *only if* you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FINAL APPROVAL HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

## **21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?**

The Court will hold a Final Approval Hearing at \_\_:\_\_.m., on \_\_\_\_\_, 2025, at the Phillip Burton Federal Building & United States Courthouse, United States District Court for the Northern District of California, 450 Golden Gate Avenue San Francisco, CA 94102, or at such other location or via telephonic or video appearance as determined by the Court. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate, consider any objections, and listen to people who have asked to speak at the hearing.<sup>3</sup> The Court may move the date or time of the Final Approval Hearing to a later date and/or time without further written notice to you. If the date or time of the Final Approval Hearing is changed, the new date and/or time will be posted at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

## **22. DO I HAVE TO COME TO THE HEARING?**

No. Plaintiff's Counsel will answer any questions the Court may have, and Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval. If you send an objection or statement in support of the Settlement, you are not required to go to Court to discuss it; you may pay your own lawyer to attend, or attend at your own expense, but you are not required to do so.

## **23. MAY I SPEAK AT THE HEARING?**

If you have timely filed an objection, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, your written objection must (in addition to the information specified in Question 19 above) state your intention to appear at the hearing, and must include the identity of any witnesses you may call to testify and copies of any exhibits you intend to introduce into evidence at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

## **IF YOU DO NOTHING**

## **24. WHAT HAPPENS IF I DO NOTHING AT ALL?**

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<sup>3</sup> The papers in support of approval of the Settlement, the Plan of Allocation, and the Fee and Expense Application will be submitted to the Court no later than 35 days before the Final Approval Hearing, and posted on the Settlement website, [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

If you do nothing, you will be a Settlement Class Member. However, you will not receive any money from this Settlement unless you submit a Proof of Claim. Unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Defendant Parties about the Released Claims.

## **GETTING MORE INFORMATION**

### **25. HOW DO I GET MORE INFORMATION?**

This Long-Form Notice summarizes the proposed Settlement but does not describe all of the details of the Settlement. More details are in the Stipulation. You can obtain a copy of the Stipulation by going to [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) or by calling or writing the Claims Administrator at (877) 331-0411, or at *Talis Biomedical Corporation Securities Litigation* c/o A.B. Data, Ltd. P.O. Box 173064 Milwaukee, WI 53217; by contacting Plaintiff's Counsel at [talissettlement@bfalaw.com](mailto:talissettlement@bfalaw.com) or (888) 879-9418; or by visiting the Clerk's office at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, during regular business hours.

## **PLEASE DO NOT TELEPHONE THE DEFENDANTS OR THE COURT REGARDING THIS NOTICE**

If you have questions about the Settlement, you can contact the Claims Administrator by going to [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com), calling (877) 331-0411, or writing to *Talis Biomedical Corporation Securities Litigation* c/o A.B. Data, Ltd. P.O. Box 173064 Milwaukee, WI 53217, or contact Plaintiff's Counsel at [talissettlement@bfalaw.com](mailto:talissettlement@bfalaw.com) or (888) 879-9418.

## **APPENDIX A – PLAN OF ALLOCATION OF NET SETTLEMENT FUND**

### **PROPOSED PLAN OF ALLOCATION**

1. The objective of the Plan of Allocation is to fairly distribute the Net Settlement Fund to Authorized Claimants who suffered economic losses as a result of the alleged violations of the federal securities laws at issue in this Action. The calculations are not intended to estimate the damages the Class might have recovered after a trial or the amount Authorized Claimants will be paid under the Settlement. These calculations are only a method to weigh Authorized Claims against one another to make fair *pro rata* allocations of the Net Settlement Fund.

2. Claims asserted in the Action under Section 11 of the Securities Act serve as the basis for the calculation of the Recognized Loss Amounts under the Plan of Allocation.<sup>4</sup> Accordingly, to have a Recognized Loss Amount under this plan, an Authorized Claimant must have purchased or acquired Talis common stock between February 11, 2021 and August 11, 2021. The formulas stated below, which were developed by Lead Plaintiff's damages expert, generally track the statutory formula.

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<sup>4</sup> After market close on July 5, 2023, Talis effected a 1-for-15 reverse stock split of its common stock, resulting in Talis common stock trading on this reverse split basis as of July 6, 2023. All figures in the Plan regarding Talis common stock, including (but not limited to) the price per share and number of shares traded, are in pre-reverse split terms unless otherwise specified.

### CALCULATION OF RECOGNIZED LOSS AMOUNTS

3. A “Recognized Loss Amount” will be calculated as set forth below for each share of Talis common stock purchased or acquired from February 11, 2021 through August 11, 2021, both dates inclusive, that is listed in the Claim Form and for which adequate documentation is provided. Purchase and sale prices in the formulas below shall exclude fees, taxes, and commissions. If a Recognized Loss Amount calculates to a negative number or zero under the formulas below, that number will be zero.

4. For each share of Talis common stock purchased or otherwise acquired during the Class Period (*i.e.*, during the period from February 11, 2021 through and including August 11, 2021), and:

- (a) Sold before January 7, 2022,<sup>5</sup> the Recognized Loss Amount is the purchase price per share (not to exceed \$16.00, the IPO price) *minus* the sale price per share.<sup>6</sup>
- (b) Sold from January 7, 2022 through and including the close of trading on January 12, 2022, the Recognized Loss Amount is the purchase price per share (not to exceed \$16.00, the IPO price) *minus* the greater of: (i) the sale price per share, or (ii) \$3.31 (the closing price of Talis common stock on January 7, 2022, the date the lawsuit was filed).
- (c) Held after the close of trading on January 12, 2022, the Recognized Loss Amount is the purchase price (not to exceed \$16.00, the IPO price) *minus* \$3.31 (the closing price of Talis common stock on January 7, 2022, the date the lawsuit was filed).

### ADDITIONAL PROVISIONS

5. **Calculation of Claimant’s “Recognized Claim”:** A Claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to Talis common stock.

6. **FIFO Matching:** All purchases/acquisitions and sales will be matched on a First In, First Out (FIFO) basis. Settlement Class Period sales will be matched against purchases/acquisitions in chronological order, beginning with any purchases/acquisitions made before the Settlement Class Period and continuing to the earliest purchase/acquisition made during the Settlement Class Period.

7. **“Purchase/Sale” Dates:** Purchases or acquisitions and sales of Talis common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Talis common stock during the Settlement Class Period shall not be deemed a purchase, acquisition or sale of Talis common stock for the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of Talis common stock unless (i) the donor or decedent purchased or otherwise acquired or sold Talis common stock during the Settlement Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Talis common stock.

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<sup>5</sup> For purposes of the statutory calculations, January 7, 2022 is the date of suit.

<sup>6</sup> Any transactions in Talis common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

8. **Short Sales:** The Recognized Loss Amount on short sales and purchases covering short sales is zero. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Talis common stock. The date of a “short sale” is deemed to be the date of sale of the Talis common stock.

9. **Common Stock Purchased/Sold Through the Exercise of Options:** The purchase or sale date is the exercise date of the option, and the purchase or sale price is the exercise price of the option.

10. **Determination of Distribution Amount:** If the total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

11. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

12. If an Authorized Claimant’s Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

13. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund a reasonable period of time after the initial distribution, if Co-Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining (after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution) to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional re-distributions may occur thereafter if Co-Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance will be donated to a non-profit, charitable organization serving the public interest and unaffiliated with the Parties or their counsel, selected by Co-Lead Counsel.

14. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, will be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Plaintiff’s Counsel, Defendants’ Counsel, any Parties’ damages experts, the Claims Administrator (or any other agent designated by Co-Lead Counsel), or the Released Defendant Parties based on any investments, costs, expenses, administration, allocations, calculation, payments, the withholding of taxes (including interest and penalties) owed by the Settlement Fund (or any losses incurred in connection therewith), or distributions that are made substantially in accordance with the Stipulation and the Settlement, the plan of allocation approved by the Court, or further orders of the Court.

15. The Plan of Allocation stated herein is the plan that is being proposed to the Court for its approval by Lead Plaintiff after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the case website, [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

DATED: \_\_\_\_\_, 2024.

BY ORDER OF THE COURT:  
Judge Susan Illston  
United States District Judge  
United States District Court for the  
Northern District of California

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE TALIS BIOMEDICAL  
SECURITIES LITIGATION

Case No. 3:22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:

ALL ACTIONS

Judge: Hon. Susan Illston

**PROOF OF CLAIM AND RELEASE**

**EXHIBIT A-3**

## I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the class action captioned *In re Talis Biomedical Securities Litigation*, Case No. 3:22-cv-00105-SI (N.D. Cal.) (the “Litigation”), you must complete and sign this Proof of Claim and Release form (the “Proof of Claim”).<sup>1</sup> If you fail to submit a timely and properly addressed (as explained in paragraph 2 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement. Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Action.

2. THIS PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **MUST BE SUBMITTED ONLINE AT: WWW.TALISSECURITIESLITIGATION.COM NO LATER THAN [date], 2025 OR, IF MAILED, BE POSTMARKED NO LATER THAN [date], 2025, ADDRESSED AS FOLLOWS:**

*Talis Biomedical Corporation Securities Litigation*  
Claims Administrator  
c/o A.B. Data, Ltd.  
P.O. Box 173064  
Milwaukee, WI 53217

Do not mail or deliver your Claim Form to the Court, the settling parties, or their counsel.

Submit your Claim Form only to the Claims Administrator at the address set forth above.

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<sup>1</sup> The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated September 30, 2024 (the “Stipulation”), which can be viewed at [www.talissecuritieslitigation.com](http://www.talissecuritieslitigation.com). All capitalized terms not defined in this Claim Form have the same meanings as in the Stipulation.

If you are NOT a Member of the Settlement Class, as defined in the Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”), or if you have submitted a request for exclusion, DO NOT submit a Proof of Claim.

3. If you are a member of the Settlement Class and you do not timely request exclusion by \_\_\_\_\_, 2024, you are bound by and subject to the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM OR RECEIVE A PAYMENT.

4. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Settlement Notice, if it is approved by the Court, or by such other plan of allocation approved by the Court.

5. You are eligible to participate in the distribution of the Net Settlement Fund only if you are a member of the Settlement Class and if you complete and return this form as specified below. If you fail to timely submit a properly completed Proof of Claim, your claim may be rejected and may be precluded from receiving any distribution.

6. It is important that you completely read and understand the Long-Form Notice that accompanies this Proof of Claim, including the Plan of Allocation of the Net Settlement Fund set forth in the Long-Form Notice. The Long-Form Notice describes the proposed Settlement, how Settlement Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Long-Form Notice also contains the definitions of many of the capitalized terms used in this Proof of Claim. By signing and submitting this Proof of Claim, you will be certifying that you have read the Long-Form Notice, including the terms of the releases described in it and provided for by the Settlement.



## II. CLAIMANT IDENTIFICATION

1. If you purchased or acquired Talis common stock and held the certificate(s) in your name, you are the beneficial owner as well as the record holder. If, however, the certificate(s) were registered in the name of a third party, such as a brokerage firm or other nominee, you are the beneficial owner and the third party is the record holder.

2. Use **Part I** of this form entitled “Claimant Identification” to identify each beneficial owner of Talis common stock that forms the basis of this claim, as well as the owner of record if different. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNERS OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS.

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

4. A claim should be submitted for each separate legal entity (*e.g.*, a Proof of Claim of joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity on one Proof of Claim, no matter how many separate accounts that entity has (*e.g.*, a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim).

### III. IDENTIFICATION OF TRANSACTIONS

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

2. On the schedules, provide all of the requested information with respect to your holdings, purchases, and sales of Talis common stock, including whether the transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list. All information, including the price per share and number of shares traded, should be provided **without** giving effect to the 1-for-15 reverse stock split of Talis common stock announced after market close on July 5, 2023.

4. The date of covering a “short sale” is deemed to be the date of purchase of Talis common stock. The date of a “short sale” is deemed to be the date of sale of Talis common stock. A purchase or sale of Talis common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date; please provide any “contract” or “trade” dates in your claim.

5. For each transaction, you must provide, together with this Proof of Claim, copies of broker confirmations, stockbroker statements, or other documentation adequately evidencing your transactions in Talis common stock. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS.**

6. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required, and the failure to provide such information may delay processing of your claim or result in its rejection.

7. 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. (This is different than the online claim portal on the Settlement website.) All such Claimants MUST submit a signed Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must visit [www.talissecuritieslitigation.com](http://www.talissecuritieslitigation.com) or contact the Claims Administrator at 877-331-0411 to obtain the required file layout. Any file not in accordance with the required electronic filing format will be subject to rejection. 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.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

*In re Talis Biomedical Securities Litigation*, Case No. 3:22-cv-00105-SI (N.D. Cal.)

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if mailed) or Received (if submitted online) No Later Than:

[DATE]

Please Type or Print

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

**PART I – CLAIMANT IDENTIFICATION**

The Claims Administrator will use this information for all communications regarding this Proof of Claim. If this information changes, you **MUST** notify the Claims Administrator in writing at the address above. Complete names of all persons and entities must be provided.

Beneficial Owner’s First Name

MI

Beneficial Owner’s Last Name

Co-Beneficial Owner’s First Name

MI

Co-Beneficial Owner’s Last Name

Entity Name (if claimant is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

[Grid for Address 1]

Address 2 (apartment, unit, or box number)

[Grid for Address 2]

City

State ZIP/Postal Code

[Grid for City, State, ZIP/Postal Code]

Foreign Country (only if not USA)

Foreign County (only if not USA)

[Grid for Foreign Country and County]

Social Security Number (last four digits only) Taxpayer Identification Number (last four digits)

[Grid for Social Security and Taxpayer Identification Numbers]

Telephone Number (home)

Telephone Number (cell)

[Grid for Home and Cell Telephone Numbers]

Email address\*

[Grid for Email Address]

Account Number (if filing for multiple accounts, file a separate Proof of Claim for each account)

[Grid for Account Number]

\* Settlement payments may be sent to you digitally via email. Please provide a current, valid email address and mobile phone number on your Claim Form. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate contact information to the Claims Administrator to receive a payment. When you receive the email and/or mobile phone text notifying you of your Settlement payment, you will be provided with a number of digital payment options, such as PayPal or a virtual debit card, to immediately receive your Settlement payment. At that time, you will also have the option to request a paper check.

**SCHEDULES OF TRANSACTIONS IN TALIS COMMON STOCK**

**PART II: TRANSACTIONS IN TALIS COMMON STOCK**

<b>1. BEGINNING HOLDINGS</b> - State the total number of shares of Talis common stock held at the opening of trading on February 11, 2021. If none, write "0" or "Zero." (Must submit documentation.) _____				
<b>2. PURCHASES</b> – Separately list each purchase or acquisition of Talis common stock between February 11, 2021, and January 12, 2022, both inclusive. Use the checkbox to indicate any transactions that were <b>not</b> denominated in U.S. dollars. (Must submit documentation.)				
Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions, and fees)	Purchased in Non-U.S. Currency?
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
<b>3. SALES</b> – Separately list each and every sale of Talis common stock between February 11, 2021, and January 12, 2022, both inclusive. Use the checkbox to indicate any transactions that were <b>not</b> denominated in U.S. dollars. (Must submit documentation.)				
Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)	Purchased in Non-U.S. Currency?
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
<b>4. END HOLDINGS</b> - State the total number of shares of Talis common stock held at the close of trading on January 12, 2022. If none, write "0" or "Zero." (Must submit documentation.) _____				

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE, ADD THE TRANSACTIONS, AND CHECK THIS BOX**

**YOU MUST READ AND SIGN THE RELEASE IN SECTION V. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENT**

By signing and submitting this Proof of Claim, the Claimant(s) or the person(s) acting on behalf of the Claimant(s) certify(ies) that: I (We) submit this Proof of Claim under the terms of the Plan of Allocation described in the accompanying Long-Form Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California (the “Court”) with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in Talis common stock, if required to do so. I (We) have not submitted any other claim covering the same transactions in Talis common stock that are the subject of this claim and know of no other person having done so on my (our) behalf.

**V. RELEASES, WARRANTIES, AND CERTIFICATION**

By signing and submitting this Proof of Claim, the Claimant(s) or the person(s) acting on behalf of the Claimant(s) certify(ies) as follows:

1. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member as defined in the Long-Form Notice, that I am (we are) not excluded from the Settlement Class, that I am (we are) not one of the “Released Parties” as defined in the accompanying Long-Form Notice.

2. As a Settlement Class Member, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever compromise, settle, release, resolve,

relinquish, waive, and discharge with prejudice the Released Claims as to each and all of the Released Defendant Parties (as these terms are defined in the accompanying Long-Form Notice). This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

3. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof and have not submitted any other claim covering the same purchases of Talis common stock and know of no other person or entity having done so on my (our) behalf.

4. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases and sales of Talis common stock that occurred during the relevant periods and the number of Talis common stock held by me (us), to the extent requested.

5. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

6. I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct.

7. Executed this \_\_\_\_ day of \_\_\_\_\_, 202\_

\_\_\_\_\_  
Signature of Claimant, if any

\_\_\_\_\_  
Type or print name of Claimant

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Type or print name of Joint Claimant

\_\_\_\_\_  
Signature of person signing on behalf

\_\_\_\_\_  
Type or print name of person signing



of Claimant

on behalf of Claimant

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Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

**REMINDER CHECKLIST:**

1. You must sign this Proof of Claim.
2. Remember to attach supporting documentation, if available.
3. DO NOT HIGHLIGHT THE PROOF OF CLAIM OR YOUR SUPPORTING DOCUMENTATION.
4. Attach only copies of supporting documentation, not originals, as these documents will not be returned to you.
5. Keep a copy of your Proof of Claim for your records.
6. If you move after submitting this Proof of Claim, please promptly notify the Claims Administrator of the change in your address; otherwise, you may not receive additional notices or payment.

## EXHIBIT A-4

### UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

*In re Talis Biomedical Corporation Securities  
Litigation*

Case No. 22-cv-00105-SI

#### **SUMMARY NOTICE OF CLASS SETTLEMENT**

**To: All persons or entities that purchased or otherwise acquired common stock issued by Talis pursuant and/or traceable to the registration statement and prospectus issued in connection with the Company's February 11, 2021 initial public offering between February 11, 2021 and August 11, 2021, inclusive, and were damaged thereby.<sup>1</sup>**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California (the "Court") that a hearing will be held on \_\_\_\_\_, 2025, at \_\_:\_\_.m., before the Honorable Susan Illston, at the Phillip Burton Federal Building & United States Courthouse, United States District Court for the Northern District of California, 450 Golden Gate Avenue San Francisco, CA 94102, or at such other location or via telephonic or video appearance as determined by the Court, for the purpose of determining: (1) whether the proposed settlement of the above-captioned litigation (the "Litigation") for the sum of \$32,500,000 in cash (the "Settlement") should be approved by the Court as fair, reasonable, and adequate; (2) whether a Settlement Class should be certified for purposes of the Settlement; (3) whether, thereafter, this Litigation should be dismissed with prejudice pursuant to the terms and conditions set forth in the Stipulation of Settlement dated September 30, 2024 (the "Stipulation"); (4) whether the proposed Plan of Allocation is fair, reasonable, and adequate and therefore should be approved; and (5) the reasonableness of the application for payment of attorneys' fees and expenses incurred in connection with this Litigation together with the interest earned thereon (and any payment to the Lead Plaintiff pursuant to the Private Securities Litigation Reform Act of 1995 in connection with his representation of the Settlement Class) (the "Fee and Expense Application"). The Court may change the date of this hearing, or hold it remotely, without providing another notice. You do NOT need to attend the hearing to receive a distribution from the Net Settlement Fund.

The Litigation has been certified as a class action on behalf of a Class of all persons or entities that purchased or otherwise acquired common stock issued by Talis pursuant and/or

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<sup>1</sup> Any capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated September 30, 2024 (the "Stipulation"), which is available on the website established for the Settlement at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

traceable to the registration statement and prospectus issued in connection with the Company's February 11, 2021 initial public offering between February 11, 2021 and August 11, 2021, inclusive, and were damaged thereby, except for certain persons or entities excluded from the Settlement Class, as defined in the full Long-Form Notice of Pendency and Proposed Settlement of Class Action ("Long-Form Notice"), which is available as described below. If the Settlement is approved, it will resolve all claims in the Litigation.

A detailed description of the Litigation, including important information about your rights and options, is in the detailed Long-Form Notice available at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) or by contacting the Claims Administrator at: *Talis Biomedical Corporation Securities Litigation* c/o A.B. Data, Ltd. P.O. Box 173064 Milwaukee, WI 53217, or (877) 331-0411.

**If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form ("Proof of Claim") online at [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com) or by mail postmarked no later than \_\_\_\_\_, 2025 [90 calendar days from Notice Date]. Failure to timely submit a Proof of Claim will subject your claim to possible rejection and may preclude you from receiving any payment from the Settlement.**

If you desire to be excluded from the Settlement Class, you must submit a request for exclusion electronically submitted or postmarked by \_\_\_\_\_, 2024 [45 calendar days from Notice Date], in the manner and form explained in the detailed Long-Form Notice referred to above. All Members of the Settlement Class who do not timely and validly request exclusion from the Settlement Class will be bound by any judgment entered in the Litigation pursuant to the terms and conditions of the Stipulation.

Any objection to the Settlement, the Fee and Expense Application, and/or the proposed Plan of Allocation must be mailed or delivered to the Clerk of Court and counsel for the Parties at the addresses below such that it is received no later than \_\_\_\_\_, 2024 [21 calendar days prior to the Final Approval Hearing]:

*Court:*

Class Action Clerk  
United States District Court for the  
Northern District of California  
United States Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102

*Lead Counsel:*

Evan A. Kubota  
BLEICHMAR FONTI & AULD LLP  
300 Park Avenue, Suite 1301  
New York, NY 10022  
Emailed copy to [talissettlement@bfalaw.com](mailto:talissettlement@bfalaw.com)

*Counsel for Defendants:*

Patrick E. Gibbs  
Shannon M. Eagan

COOLEY LLP  
3175 Hanover Street  
Palo Alto, CA 94304-1130  
Emailed copy to seagan@cooley.com

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.** If you have any questions about the Settlement, you may contact counsel for Lead Plaintiff at the address listed above, email talissettlement@bfalaw.com, call (888) 879-9418, or go to the following website: [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com).

DATED: \_\_\_\_\_

BY ORDER OF THE COURT:  
Judge Susan Illston  
United States District Judge  
United States District Court for the  
Northern District of California

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# EXHIBIT B

## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA

IN RE TALIS BIOMEDICAL SECURITIES  
LITIGATION

Case No. 22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:

**[PROPOSED] FINAL JUDGMENT  
APPROVING SETTLEMENT**

ALL ACTIONS

Judge: Hon. Susan Illston

1 This matter came before the Court for hearing pursuant to the Order Preliminarily  
2 Approving Settlement and Providing for Class Notice (“Preliminary Approval Order” or “Order”)  
3 dated \_\_\_\_\_, on the application of the Parties for approval of the settlement set forth in  
4 the Stipulation of Settlement dated September 30, 2024 (the “Stipulation”)<sup>1</sup>. Due and adequate  
5 notice having been given to the Settlement Class as required in the Order, and the Court having  
6 considered all papers filed and proceedings held herein and otherwise being fully informed in the  
7 premises and good cause appearing therefor, IT IS HEREBY ORDERED, ADJUDGED, AND  
8 DECREED that:

9 1. This Court has jurisdiction over the subject matter of the Action and all matters  
10 relating to the Settlement, and personal jurisdiction over all Parties to the Action, including all  
11 Members of the Settlement Class.

12 2. All defined terms contained herein shall have the same meanings as set forth in the  
13 Stipulation, unless otherwise defined herein.

14 3. For settlement purposes only, the prerequisites for a class action under Rule 23(a)  
15 and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (i) the Members of  
16 the Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is  
17 impracticable; (ii) there are questions of law and fact common to the Settlement Class which  
18 predominate over any individual questions; (iii) the claims of Lead Plaintiff are typical of the claims  
19 of the Settlement Class; (iv) Lead Plaintiff and Plaintiff’s Counsel have fairly and adequately  
20 represented and protected the interests of all Settlement Class Members; and (v) a class action is  
21 superior to other available methods for the fair and efficient adjudication of the controversy.

22 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby  
23 affirms its determination in the Order and finally certifies, for settlement purposes only, a  
24 Settlement Class defined as: All persons or entities that purchased or otherwise acquired common  
25 stock issued by Talis pursuant and/or traceable to the registration statement and prospectus issued  
26 in connection with the Company’s February 11, 2021 initial public offering between February 11,  
27

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28 <sup>1</sup> Any capitalized terms that are not otherwise defined herein shall have the meanings ascribed to  
them in the Stipulation.

1 2021 and August 11, 2021, inclusive, and were damaged thereby. Excluded from the Settlement  
2 Class are (i) Defendants and any affiliates or subsidiaries thereof, (ii) present and former officers  
3 and directors of Talis and its subsidiaries or affiliates, and their immediate family members (as  
4 defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) &  
5 (1)(b)(ii)); (iii) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof;  
6 (iv) any entity in which any Defendant has or has had a controlling interest; (v) Talis's employee  
7 retirement and benefits plan(s); and (vi) the legal representatives, heirs, estates, agents, successors,  
8 or assigns of any person or entity described in the preceding five categories. Also excluded from  
9 the Settlement Class are those persons who file valid and timely requests for exclusion in  
10 accordance with the Preliminary Approval Order.

11 5. Pursuant to Rule 23, and for purposes of settlement only, the Court hereby affirms  
12 its determination in the Order and finally certifies Lead Plaintiff as Settlement Class Representative  
13 for the Settlement Class, and finally appoints the law firm of Bleichmar Fonti & Auld LLP as  
14 Settlement Class Counsel.

15 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby  
16 approves the Settlement set forth in the Stipulation in all respects (including, without limitation:  
17 the amount of the Settlement, the Releases provided for therein; and the dismissal with prejudice  
18 of the claims asserted against Defendants in this Action, as provided for therein) and finds that in  
19 light of the benefits to the Settlement Class, the complexity and expense of further litigation, and  
20 the costs of continued litigation, the Settlement is, in all respects fair, reasonable, and adequate,  
21 having considered and found that: (i) Lead Plaintiff and Plaintiff's Counsel have adequately  
22 represented the Settlement Class; (ii) the proposal was negotiated at arm's length; (iii) the relief  
23 provided for the Settlement Class is adequate, having taken into account (a) the costs, risks, and  
24 delay of trial and appeal; (b) the effectiveness of any proposed method of distributing relief to the  
25 Settlement Class, including the method of processing Settlement Class Members' claims; (c) the  
26 terms of any proposed award of attorneys' fees, including timing of payment; and (d) any agreement  
27 required to be identified under Rule 23(e)(2); and (iv) the proposed Plan of Allocation treats  
28 Settlement Class Members equitably relative to each other.

1           7.       Except as to any individual claim of those Persons who have validly and timely  
2 requested exclusion from the Settlement Class, the Court hereby dismisses the Action and all  
3 Released Claims of Lead Plaintiff and the Settlement Class with prejudice, without costs as to any  
4 of the Released Parties, except as and to the extent provided in the Stipulation and herein.

5           8.       All agreements made and orders entered during the course of the Action relating to  
6 the confidentiality of information shall survive this Order, pursuant to their terms.

7           9.       The terms of the Stipulation and of this Judgment shall be forever binding on the  
8 Released Defendant Parties and the Released Plaintiff Parties (regardless of whether or not any  
9 individual Settlement Class Member submits a Proof of Claim and Release form (“Proof of Claim”)  
10 or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective  
11 successors and assigns.

12           10.      Upon the Effective Date, and as provided in the Stipulation, the Released Plaintiff  
13 Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and  
14 forever released, relinquished, compromised, settled, resolved, waived, discharged, and dismissed  
15 on the merits with prejudice all Released Plaintiff’s Claims (including, without limitation,  
16 Unknown Claims) against the Released Defendant Parties, whether or not such Settlement Class  
17 Member executes and delivers a Proof of Claim or participates in the Settlement Fund, and whether  
18 or not such Settlement Class Member objects to the Settlement. Claims to enforce the terms of the  
19 Stipulation and Settlement are not released. For the avoidance of doubt, the releases herein do not  
20 include any claims that any Defendant, and/or their Related Persons, may have against any other  
21 Defendant and/or their Related Persons.

22           11.      Upon the Effective Date, and as provided in the Stipulation, each of the Released  
23 Defendant Parties shall be deemed to have, and by operation of this Judgment shall have, fully,  
24 finally, and forever released, relinquished, and discharged the Released Plaintiff Parties from the  
25 Released Defendants’ Claims. Claims to enforce the terms of the Stipulation and Settlement are  
26 not released.

27           12.      Upon the Effective Date, the Released Plaintiff Parties who have not validly opted  
28 out of the Settlement Class, and anyone claiming through or on behalf of them, are forever barred



1 and enjoined from commencing, instituting, intervening in, prosecuting, or continuing to prosecute  
2 any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum,  
3 or other forum of any kind, asserting any of the Released Plaintiff's Claims against the Released  
4 Defendant Parties.

5 13. Notwithstanding any of the foregoing, nothing in this Judgment shall bar any action  
6 by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

7 14. The dissemination of the Notice of Pendency and Proposed Settlement of Class  
8 Action given to the Settlement Class ("Notice"), Long-Form Notice of Pendency and Proposed  
9 Settlement of Class Action, and Summary Notice in accordance with the Preliminary Approval  
10 Order entered on \_\_\_\_\_, 2024: (i) complied with the terms of the Stipulation and the  
11 Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances;  
12 (iii) are reasonably calculated, under the circumstances, to describe the terms and effect of the  
13 Settlement and to apprise Settlement Class Members of their right to object to the proposed  
14 Settlement or to exclude themselves from the Settlement Class; (iv) are reasonable and constitute  
15 due, adequate, and sufficient notice to all persons entitled to receive such notice; and (v) satisfy all  
16 applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the  
17 Due Process Clause of the United States Constitution, 15 U.S.C. §78u-4(a)(7) and 15 U.S.C. §77z-  
18 1(a)(7), as amended by the PSLRA, the rules of this Court, and all other applicable law and rules.  
19 No Settlement Class Member is relieved from the terms of the Settlement, including the releases  
20 provided for therein, based upon the contention or proof that such Settlement Class Member failed  
21 to receive actual or adequate notice. A full opportunity has been offered to Settlement Class  
22 Members to object to the proposed Settlement and to participate in the hearing thereon. Thus, it is  
23 hereby determined that all Members of the Settlement Class are bound by this Order and Final  
24 Judgment, except those persons listed on Exhibit 1 to this Final Judgment.

25 15. Defendants have complied with the Class Action Fairness Act of 2005, 28 U.S.C.  
26 § 1715, *et seq.* ("CAFA"), by timely mailing, or causing to be mailed, notice of the Settlement  
27 pursuant to 28 U.S.C. § 1715(b), including notices to the Attorney General of the United States of  
28 America and the Attorneys General of each State. The CAFA notice contains the documents and

1 information required by 28 U.S.C. § 1715(b)(1)-(8). The Court finds that Defendants have  
2 complied in all respects with the notice requirements of CAFA.

3 16. Any plan of allocation submitted by Plaintiff's Counsel or any order entered  
4 regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment  
5 and shall be considered separate from this Judgment.

6 17. Neither this Judgment, the Stipulation (including any Exhibits annexed thereto), the  
7 Settlement, the Supplemental Agreement, nor any act performed or document executed pursuant to  
8 or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used  
9 as an admission of, or concession or evidence of, the validity of any Released Claim, the truth of  
10 any fact alleged in the Action, the deficiency of any defense that has been or could have been  
11 asserted in the Action, any damages suffered by Lead Plaintiff or the Settlement Class, or of any  
12 alleged liability, negligence, fault, or other wrongdoing of the Released Defendants Parties, or that  
13 the consideration to be given under the Settlement represents the amount that could be or would  
14 have been recovered after trial; or (ii) is or may be used or in any way referred to for any other  
15 reason against any Released Defendant Party in any civil, criminal, or administrative proceeding in  
16 any court, administrative agency, proceeding, or other forum or tribunal.

17 18. Released Defendant Parties may file the Stipulation and/or the Judgment in any  
18 action that may be brought against them in order to support a defense or counterclaim based on  
19 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or  
20 reduction, or any other theory of, without limitation, claim preclusion or issue preclusion or similar  
21 defense or counterclaim.

22 19. Without affecting the finality of this Judgment in any way, this Court shall retain  
23 jurisdiction with respect to implementation and enforcement of the Settlement and terms of the  
24 Stipulation, and all Parties hereto submit to the jurisdiction of the Court for purposes of  
25 implementing and enforcing the Settlement embodied in the Stipulation.

26 20. The Court finds that during the course of the Action, the Parties and their respective  
27 counsel at all times complied fully with the requirements of Federal Rule of Civil Procedure 11 in  
28 connection with the institution, prosecution, defense, and settlement of the Action.

1           21. Without further approval from the Court, Lead Plaintiff and Defendants are hereby  
2 authorized to agree to and adopt such amendments or modifications of the Stipulation or any  
3 exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with  
4 this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection  
5 with the Settlement. Without further order of the Court, Lead Plaintiff and Defendants may agree  
6 in writing to reasonable extensions of time to carry out any provisions of the Stipulation.

7           22. If the Settlement is terminated as provided in the Stipulation or the Effective Date  
8 of the Settlement otherwise fails to occur, this Judgment shall be vacated and rendered null and  
9 void, and shall be of no further force and effect, except as otherwise provided by the Stipulation,  
10 and this Judgment shall be without prejudice to the rights of Lead Plaintiff, the other Settlement  
11 Class Members, and Defendants, all of whom shall revert to their respective positions in the Action  
12 immediately prior to the execution of the Stipulation.

13           23. The Claims Administrator shall administer the claims administration process,  
14 including the calculation of claims submitted by Settlement Class Members and distribution of the  
15 Net Settlement Fund to Authorized Claimants pursuant to the Court-approved Plan of Allocation.  
16 All Settlement Class Members shall submit a Proof of Claim under penalty of perjury by the date  
17 set forth in the Notice sent to Settlement Class Members. Co-Lead Counsel may, in its discretion,  
18 accept for processing any late-submitted Proof of Claim so long as the distribution of the Net  
19 Settlement Fund is not materially delayed.

20           24. There is no just reason for delay in the entry of this Judgment and immediate entry  
21 by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of  
22 Civil Procedure.

23           IT IS SO ORDERED.

24  
25 Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
The Honorable Susan Illston  
United States District Judge

# **EXHIBIT 2**

**BLEICHMAR FONTI & AULD LLP**

Lesley E. Weaver (Bar No. 191305)

1330 Broadway, Suite 630

Oakland, California 94612

Telephone: (415) 445-4003

Facsimile: (415) 445-4020

*Counsel for Lead Plaintiff Martin Dugan  
and Lead Counsel for the Class*

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE TALIS BIOMEDICAL SECURITIES  
LITIGATION

Case No. 22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:

ALL ACTIONS

**DECLARATION OF ROCHELLE J.  
TEICHMILLER IN SUPPORT OF CLASS  
REPRESENTATIVE’S MOTION FOR  
PRELIMINARY APPROVAL OF  
SETTLEMENT**

Judge: Hon. Susan Illston

1 I, Rochelle J. Teichmiller, declare as follows:

2 1. I am a Project Manager with A.B. Data, Ltd. (“A.B. Data”), a nationally recognized class  
3 action administration firm. At the request of Co-Lead Counsel, I am submitting this declaration to  
4 provide the Court and the Parties to the above-captioned action (“Action”)<sup>1</sup> with information about the  
5 procedures and methods to be used to provide notice of the proposed Settlement to Settlement Class  
6 members, and the administration of the claims process. The following statements are based on my  
7 personal knowledge and information provided by other A.B. Data employees working under my  
8 supervision, and if called on to do so, I could and would testify competently thereto.

9 2. A.B. Data has successfully implemented notification and claims administration programs  
10 in hundreds of class actions. A.B. Data’s staff consists of experienced certified public accountants,  
11 information technology specialists, and various other professionals with substantial experience in notice  
12 and claims administration. In addition, members of our team have administered many of the most  
13 noteworthy securities class action settlements in recent years, including *In re AIG Securities Litigation*,  
14 No. 04 Civ. 8141 (S.D.N.Y.); *In re Countrywide Financial Corp. Securities Litigation*, No. 07 Civ.  
15 05295 (C.D. Cal.); *In re Fannie Mae 2008 Securities Litigation*, No. 08 Civ. 7831 (S.D.N.Y.); *In re*  
16 *General Electric Co. Securities Litigation*, No. 09 Civ. 1951 (S.D.N.Y.); and *In re Facebook, Inc., IPO*  
17 *Securities & Derivative Litigation*, MDL No. 12-2389 (S.D.N.Y.), and have administered many class  
18 action settlements in the Northern District of California, including *SEB Investment Management AB v.*  
19 *Symantec Corp.*, Case No. C 18-02902-WHA and *In re RH, Inc. Securities Litigation*, Case No. 4:17-  
20 00554-YGR. More information on A.B. Data’s qualifications and experience can be found on our  
21 website at [www.abdataclassaction.com](http://www.abdataclassaction.com). A detailed description of A.B. Data’s background and  
22 capabilities, and lists of representative cases and clients, is set forth in A.B. Data’s firm resume, attached  
23 as Exhibit A.

24 3. A.B. Data has numerous control systems and procedures in place to ensure the secure  
25 handling of class members’ data that we believe meets or exceeds relevant industry standards. A  
26 summary of those procedures, addressing the issues highlighted in the updated Northern District of

27 \_\_\_\_\_  
28 <sup>1</sup> Unless otherwise indicated, capitalized terms shall have their meaning as defined in the Stipulation and Agreement of Settlement (the “Stipulation”).

1 California Procedural Guidance for Class Action Settlements (including technical, administrative, and  
2 physical controls; retention; destruction; audits; crisis response; etc.), is attached hereto as Exhibit B.

3 4. A.B. Data accepts responsibility for security of Claimants' data; accurate calculation of  
4 Claimant's claims pursuant to the Court-approved Plan of Allocation, subject to guidance of Co-Lead  
5 Counsel; and accurate distribution of funds pursuant to a Class Distribution Order to be entered by the  
6 Court. A.B. Data maintains adequate insurance in case of errors, which includes (a) professional liability  
7 errors and omissions insurance coverage; (b) a fidelity bond for employee dishonesty losses (plus  
8 additional computer fraud and wire transfer communication fraud coverages); and (c) network and  
9 information security liability coverage.

10 5. A.B. Data affirms that data provided to it by Talis Biomedical Corporation ("Talis"),  
11 brokers and nominees, and Claimants for the purposes of providing notice and administering the  
12 Settlement will be used solely for those purposes.

13 6. A.B. Data was selected by Co-Lead Counsel Bleichmar Fonti & Auld LLP ("BFA") to  
14 serve as Claims Administrator for this Action, subject to the approval of the Court, after submitting a  
15 detailed proposal in response to a request for proposals received from BFA. A.B. Data's proposal  
16 included information on its proposed pricing for the engagement including its per-claim fees for claims  
17 processing and per-unit fees for others costs such as printing notice postcards, and postage, telephone,  
18 and website services. Other than in this action, BFA has retained A.B. Data in one other matter over the  
19 past two years.

20 **Proposed Plan for Disseminating Notice of the Settlement to the Settlement Class**

21 7. The proposed notice plan for the Settlement in this matter resembles the previously  
22 approved procedure for disseminating notice of class certification (ECF 166) and uses customary  
23 procedures that have been widely adopted in securities class actions. These procedures have been  
24 designed to provide direct mail notification to all investors who are members of the Settlement Class  
25 and who can be identified with reasonable effort, as well as additional notice through publication in  
26 relevant publications and over the Internet.

27 8. As set forth in the proposed Preliminary Approval Order (the "Order"), no later than 21  
28

1 days after entry of the Order (which date shall be the “Notice Date”), A.B. Data will mail the Postcard  
2 Notice to all Settlement Class members who can be identified with reasonable effort.

3 9. As in most class actions of this nature, the large majority of Settlement Class members  
4 will be beneficial purchasers who hold their securities in “street name,” *i.e.*, the securities are purchased  
5 by banks, brokers, and other nominees (“Nominees”) in the name of the Nominee on behalf of the  
6 beneficial purchaser. Accordingly, to effectuate notice to the majority of the Settlement Class, A.B. Data  
7 will mail a Postcard Notice to its list of the largest and most common Nominees who may have  
8 purchased Talis common stock for the beneficial ownership of other persons and entities.<sup>2</sup>

9 10. A.B. Data will also submit the Long-Form Notice (the “Long-Form Notice”) for the  
10 Depository Trust Company (“DTC”) to post on the DTC Legal Notice System (“LENS”). LENS enables  
11 DTC member banks and brokers to review the Long-Form Notice and contact A.B. Data directly to  
12 obtain copies of the Postcard Notice for their clients who may be potential Settlement Class members.

13 11. On a rolling basis as requests for notice are received, A.B. Data will mail Postcard  
14 Notices (in bulk) to Nominees or mail the Postcard Notice to potential Settlement Class members  
15 identified by Nominees. A.B. Data will also disseminate the Postcard Notice to any other persons or  
16 entities requesting them or other points of contact for potential Settlement Class members as appropriate.  
17 Any notices that are returned as undeliverable will be reviewed to determine if an alternative or updated  
18 address is available from the U.S. Postal Service or through a third-party vendor to which A.B. Data  
19 subscribes and will be re-mailed to the updated or alternative address, if available.

20 12. To supplement direct mailed notice to potential Settlement Class members, A.B. Data  
21 will cause the Summary Notice to be published in *The Wall Street Journal* and *Investor’s Business Daily*  
22 and be transmitted over *PR Newswire* no later than 14 days after the Notice Date.

23 13. Simultaneously with the initial mailing of the Postcard Notice, A.B. Data will update the  
24 settlement website, [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com), where Settlement Class members can access  
25 and download copies of the Long-Form Notice, the Claim Form, the Stipulation, and other documents  
26 related to the Settlement.

27 \_\_\_\_\_  
28 <sup>2</sup> Currently, A.B. Data’s list of Nominees contains approximately 4,944 Nominees. This list is continually  
monitored and updated as Nominees change addresses, merge, go out of business, and/or come into existence.



1 14. A toll-free telephone number, 1-877-331-0411, and dedicated email address,  
 2 [info@TalisSecuritiesLitigation.com](mailto:info@TalisSecuritiesLitigation.com), was established during the Notice of Pendency phase of the  
 3 administration and is staffed with customer service representatives trained to answer questions about the  
 4 Settlement. Both the toll-free telephone number and dedicated email address will be displayed, in  
 5 multiple places, in the Notices and Claim Form and on the Settlement Website.

6 **Information on Settlement Administration, Estimated Settlement Class Size,**  
 7 **and Number of Potential Claims**

8 15. Based on the number of notices requested during the Notice of Pendency phase, A.B.  
 9 Data estimates that it will mail a total of approximately 20,000 copies of the Postcard Notice to potential  
 10 Settlement Class members and nominees. Based on A.B. Data's experience, we expect approximately  
 11 5,000 claims to be submitted (which equates to 25% of the 20,000 expected mailings), of which  
 12 approximately 3,250 claims will be valid and eligible for payment. This estimate is based on cases A.B.  
 13 Data has administered which mailed notices to approximately the same number of potential class  
 14 members including *In re DFC Global Corp. Securities Litigation*, Civ. A. No. 2:13-cv-06731-BMS (E.D.  
 15 Pa.); *Oklahoma Law Enforcement Retirement System v. Adeptus Health Inc. et al.*, Case No. 4:17-CV-  
 16 0449-ALM (E.D. Tex.); *Rameses Te Lomingkit, et al. v. Apollo Education Group, Inc., et al.*, Case No.  
 17 2:16-cv-00689 (D. Ariz.); *In re Impinj, Inc. Securities Litigation*, No. 3:18-cv-05704-RSL (W.D. Wash.);  
 18 and *In re RH, Inc. Securities Litigation*, Case No. 4:17-00554 (N.D. Cal.).<sup>3</sup> A.B. Data selected these  
 19 cases, based on their similar size, to provide our estimate of the number of claims that will be submitted  
 20 in this settlement.

21 16. Settlement Class members who wish to be potentially eligible to receive a distribution  
 22 from the Settlement will be required to complete and submit to A.B. Data a properly executed Claim  
 23 either by mail or online through the Settlement Website such that it is postmarked (if mailed) or received  
 24

25 \_\_\_\_\_  
 26 <sup>3</sup>*In re RH, Inc. Securities Litigation*, Case No. 4:17-00554 (N.D. Cal) with a gross settlement fund of  
 27 \$50,000,000.00, sent notice to 76,686 potential Class Members via direct mail. A total of 19,610 Claims were  
 28 submitted representing 26% of the notices mailed. The average Claimant recovery was \$5,798.00. The  
 administration fees and expenses totaled \$220,515.00.

1 no later than the claims-submission deadline established by the Court, together with adequate supporting  
2 documentation for the transactions and holdings in Talis common stock reported therein.

3 17. Each Claim received by A.B. Data will be reviewed upon receipt to verify that all  
4 required information has been provided. The documentation provided with each Claim will be reviewed  
5 for authenticity and compared to the information provided in the Claim to verify the Claimant's identity  
6 and the purchase/acquisition, sale, and holding information. A.B. Data will process each Claim in  
7 accordance with the Court-approved plan of allocation using the loss calculation module developed for  
8 the Settlement.

9 18. If a Claim is determined to be defective, a deficiency notification will be sent to the  
10 Claimant, via letter or email, describing the deficiency in the Claim including, where applicable, what  
11 is necessary to cure the deficiency. The deficiency notification will also advise Claimants how much  
12 time they have to submit the appropriate information and/or documentary evidence to complete/cure  
13 their Claim. If the deficiency in the Claim is not cured, the Claim will be recommended for rejection (in  
14 whole or in part). The deficiency notification will also advise Claimants of their right to contest A.B.  
15 Data's administrative determination with respect to their Claim and to request Court review of their  
16 Claim.

17 19. After the Claims (and responses to deficiency notifications) have been fully processed,  
18 quality assurance reviews performed, and final administrative determinations have been made as to  
19 which Claims are valid, A.B. Data will present its administrative report on the Claims received for the  
20 Settlement to the Court, along with a proposed plan for distribution. Thereafter, upon Court approval,  
21 A.B. Data will distribute the net Settlement proceeds to eligible Settlement Class members *pro rata*  
22 based upon each Claim's recognized loss amount as calculated pursuant to the Court-approved plan of  
23 allocation, the total recognized losses of all eligible Claims, and the amount available for distribution.

24 20. Distributions from the net Settlement proceeds will be sent to eligible Settlement Class  
25 members via check or wire with, in the case of check payments, a specified period for each Claimant to  
26 cash their payment (typically 90 or 120 days). For any checks that are not cashed, A.B. Data will conduct  
27 an outreach campaign to encourage cashing and to provide Claimants with reissued checks where  
28

1 applicable.

2 21. The procedure described above is the standard claims administration process for all  
3 securities class action settlements handled by A.B. Data.

4 **Estimated Administration Costs**

5 22. Based on A.B. Data's experience with securities settlements with similar numbers of  
6 shareholders, we estimate that administering the settlement notice, claims processing, and settlement  
7 distribution aspects of this proposed settlement will generate professional services fees and expenses of  
8 approximately \$200,000 as well as approximately \$25,000 in expected fees charged by brokers and  
9 nominees for providing names and addresses of potential Settlement Class members or for forwarding  
10 the Postcard Notice to their clients.

11 23. Based on A.B. Data's experience, disseminating postcard notices rather than notice  
12 packets containing a long-form notice and proof of claim significantly reduces administrative costs  
13 without negatively impacting effectiveness, thereby preserving more assets for distribution.

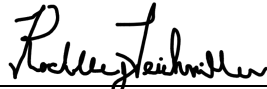
14 24. Accordingly, A.B. Data estimates that the total Notice and Administration Costs will be  
15 approximately \$225,000, which is approximately 0.7% of the proposed Settlement Amount. In A.B.  
16 Data's experience, the notice process, claims process, and estimated fees and expenses outlined above  
17 are reasonable in relation to the value of the settlement, and consistent with those incurred in other  
18 securities settlements of similar size and complexity.

19 25. The foregoing amounts are estimates and the ultimate cost of this administration could  
20 change if the number of Postcard Notices mailed is substantially greater (or smaller) than A.B. Data's  
21 estimate or if the number of Claims received is substantially greater (or smaller) than the estimate. In  
22 addition, the costs of this administration could also be impacted by any out of scope work encountered  
23 during the course of the administration. A.B. Data will always strive to keep costs down whenever  
24 possible.

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I declare under penalty of perjury that the foregoing is true and correct.

Executed this 30th day of September 2024.



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Rochelle J. Teichmiller

# EXHIBIT A

**Class  
Action  
Administration**



**Headquarters**

600 A.B. Data Drive  
Milwaukee, WI 53217  
P: 866-217-4470  
F: 414-961-3099

**New York**

One Battery Park Plaza  
32<sup>nd</sup> Floor  
New York, NY 10004  
P: 646-290-9137

**Washington DC**

915 15<sup>th</sup> St., NW, Ste. 300  
Washington, DC 20005  
P: 202-618-2900  
F: 202-462-2085

**Florida**

5080 PGA Boulevard, Ste. 209  
Palm Beach Gardens, FL 33418  
P: 561-336-1801  
F: 561-252-7720

**Israel**

19 Weissburg Street  
Tel Aviv 69358  
Israel  
P: +972 (3) 720-8782


**London**

71-75 Shelton Street  
Covent Garden  
London, WC2H 9JQ  
P: +44 20 4586 1892




# CAPABILITIES

## About A.B. Data


 Founded in 1981, **A.B. Data has earned a reputation** for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services**, working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

**A.B. Data offers unmatched resources and capacity** and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortal<sup>SM</sup>, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

## Location, Ownership Structure

 **A.B. Data is an independently owned**, more than 40-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

## Services

 **Every A.B. Data client is deserving of the best job we can put forward.** A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

## Services

### All Digital — From Notice to Distribution

**A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs** using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

### Pre-Settlement Consultation

**The pre-settlement consultation is a collaborative session** designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

### Media Services

**A.B. Data continues to earn our reputation** as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

### Notice Administration

**In A.B. Data, clients have a comprehensive resource** with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.



## Claims Processing

**A.B. Data continues to bring game-changing technologies** to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

## Contact Center

**A.B. Data's Contact Center is comprised of a full staff** that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

## Case Websites

**We offer a state-of-the-art technology platform** that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

## Settlement Fund Distribution

**From complete escrow services to establishment of qualified settlement funds**, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to

instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

## A.B. Data's Leadership



A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

**Bruce A. Arbit, Co-Managing Director** and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

**Thomas R. Glenn, President**, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

**Eric Miller, Senior Vice President**, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

**Eric Schachter, Senior Vice President**, is a member of A.B. Data's Class Action Administration Leadership Team. He has over 15 years of experience in the legal settlement administration services industry. Mr. Schachter's responsibilities include ensuring successful implementation of claims administration services for A.B. Data's clients in accordance with settlement agreements, court orders, and service agreements. He also works closely with Project Managers to develop plans of administration to provide the highest level of effective and efficient delivery of work product. A frequent speaker on claims administration innovation and best practices at industry events nationwide, Mr. Schachter has a bachelor's degree in sociology from Syracuse University, earned his law degree at Hofstra University School of Law, and was previously an associate at Labaton Sucharow LLP in New York City.

**Elaine Pang, Vice President, Media**, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Pang brings more than 15 years of experience in developing and implementing multifaceted digital and traditional media for high profile complex legal notice programs. She uses her experience in class actions and advertising to provide the best practicable notice plans for large scale campaigns across domestic and international regions, and she leverages her expertise to better understand the evolving media landscape and utilize cutting-edge technology and measurement tools. Prior to entering the class action industry, Ms. Pang worked with many leading reputable brands, including General Mills, Air Wick, Jet-Dry, Comedy Central, Madison Square Garden, Radio City Music Hall, and Geox. She earned her MBA from Strayer University and holds a BS in Marketing from Pennsylvania State University. Ms. Pang's credentials include Hootsuite Social Marketing Certification, Google Adwords and Analytics Certification, and IAB Digital Media Buying and Planning Certification.

**Paul Sauberer, Vice President of Quality**, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

**Justin Parks, Vice President**, is a member of A.B. Data's Class Action Administration Leadership Team. Mr. Parks brings extensive experience in client relations to A.B. Data's business development team. Mr. Parks has over 15 years of experience in the legal settlement administration services industry and has successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), including some of the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

**Steve Straub, Senior Director of Operations**, started with A.B. Data in 2012 as a Claims Administrator. He moved through the ranks within the company where he spent the past five years as Senior Project Manager managing many of the complex commodities cases such as *In re LIBOR-Based Financial Instruments Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *Laydon v. Mizuho Bank, Ltd., et al.* Mr. Straub's performance in these roles over the past ten years, along with his comprehensive knowledge of company and industry practices and first-person experience leading the project management team, has proven him an invaluable member of the A.B. Data team.

In his role as Senior Director of Operations, his responsibilities include developing efficiencies within the operations center, which includes mailroom, call center, and claims processing areas. His areas of expertise include business process development, strategic/tactical operations planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. Mr. Straub is well-versed in the administration of securities, consumer, and antitrust class action settlements. He earned his Juris Doctor degree from Seton Hall University School of Law in Newark, New Jersey.

**Jack Ewashko, Director of Client Services**, brings twenty years of industry and brokerage experience to his role with A.B. Data. He is an accomplished client manager adept at facilitating proactive communications between internal and outside parties to ensure accurate and timely deliverables. Mr. Ewashko previously held positions at two claim administration firms where he oversaw the securities administration teams and actively managed numerous high-profile matters, including the \$2.3 billion foreign exchange litigation. He notably served as Vice President, FX and Futures Operations at Millennium Management, a prominent global alternative investment management firm. As he progressed through trading, analytic, management, and consultancy roles at major banks and brokerage firms, Mr. Ewashko gained hands-on experience with vanilla and exotic securities products, including FX, commodities, mutual funds, derivatives, OTC, futures, options, credit, debt, and equities products. In the financial sector, he also worked closely with compliance and legal teams to ensure accuracy and conformity with all relevant rules and regulations regarding the marketing and sale of products, as well as the execution and processing of trades. He has held Series 4, Series 6, Series 7, and Series 63 licenses, and has been a member of the Futures Industry Association (FIA) and Financial Industry Regulatory Authority (FINRA). Mr. Ewashko earned his Bachelor of Business Administration from Long Island University, Brooklyn, New York.

**Brian Devery, Director of Client Services**, brings more than a decade of experience in class action administration and project management, as well as over two decades of experience as an attorney (ret.). Mr. Devery currently focuses on consumer, antitrust, employment, and other non-securities based administrations. In addition to driving project administration, he is focused on the implementation of process improvement, streamlining, and automation. Mr. Devery is admitted to practice law in State and Federal Courts of New York with his Juris Doctorate earned from the Maurice A. Deane School of Law at Hofstra University, Hempstead, New York.

**Adam Walter, PMP, Director of Client Services**, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than \$4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

**Eric Nordskog, Director of Client Services**, started with A.B. Data in 2012 on the operations team, managing dozens of team leads and claims administrators in the administration of legal cases and actions. In 2017, Mr. Nordskog was promoted to Project Manager, due in part to his proven ability to add consistency and efficiency to the e-claim filing process with new streamlined processes and audit practices. Today, as Senior Project Manager, he directs many of A.B. Data's securities, insurance, and

consumer cases. He regularly oversees the administration of large insurance cases, such as two recent Cigna Insurance matters that involved complex calculations and over one million class members each. He is also the primary hiring and training manager for new project managers and coordinators. Mr. Nordskog earned his Juris Doctor degree from Marquette University Law School, Milwaukee, in 2001.

**Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson**, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

## Secure Environment



**A.B. Data's facilities provide the highest level of security** and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol – every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

## Data Security



**A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information** and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

## Fraud Prevention and Detection



**A.B. Data is at the forefront of class action fraud prevention.**

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

## Representative Class Action Engagements



**A.B. Data and/or its team members have successfully administered** hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

### Consumer & Antitrust Cases

- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *In re Broiler Chicken Antitrust Litigation - Commercial (Indirect)*
- *In re Broiler Chicken Antitrust Litigation - Indirect*
- *In re Broiler Chicken Antitrust Litigation - Direct*
- *In re Pork Antitrust Litigation - Directs*
- *In re Pork Antitrust Litigation - Indirects*



- *Peter Staley, et al. v. Gilead Sciences, Inc., et al.*
- *In re: Opana ER Antitrust Litigation*
- *In re Ranbaxy Generic Drug Application Antitrust Litigation*
- *In re Valeant Pharmaceuticals Int'l, Inc. Third-Party Payor Litigation*
- *Staley, et al., v. Gilead Sciences*
- *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation – Direct Purchasers*
- *Beef Direct Purchaser Antitrust Litigation*
- *BCBSM, Inc. v. Vyera Pharmaceuticals, et al. (Daraprim)*
- *In re Automobile Antitrust Cases I and II*
- *Olean Wholesale Grocery Cooperative, Inc., et al. v. Agri Stats, Inc., et al. (Turkey)*
- *Integrated Orthopedics, Inc., et al. v. UnitedHealth Group, et al.*
- *In Re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*
- *Vista Healthplan, Inc., et al. v. Cephalon, Inc., et al. (Provigil)*
- *Jeffrey Koenig, et al. v. Vizio, Inc.*
- *Wit, et al. v. United Behavioral Health*
- *Weiss, et al. v. SunPower Corporation*
- *Smith, et al. v. FirstEnergy Corp., et al.*
- *Resendez, et al. v. Precision Castparts Corp. and PCC Structural, Inc.*
- *Julian, et al. v. TTE Technology, Inc., dba TCL North America*
- *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*
- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc. ("Lovenox Antitrust Matter")*
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*
- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc. and Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*

- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*
- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

## Securities Cases

- *Plymouth County Retirement Association v. Spectrum Brands Holdings, Inc., et al.*
- *Tung, et al. v. Dycom Industries, Inc., et al.*
- *Boutchard., et al. v. Gandhi, et al. ("Tower/e-Minis")*
- *MAZ Partners LP v. First Choice Healthcare Solutions, Inc.*
- *SEB Investment Management AB, et al. v. Symantec Corporation, et al.*
- *In re Impinj, Inc. Securities Litigation*
- *In re Netshoes Securities Litigation*
- *Yellowdog Partners, LP, et al. v. Curo Group Holdings Corp., et al.*
- *In re Brightview Holdings, Inc. Securities Litigation*
- *In re Obalon Therapeutics, Inc. Securities Litigation*
- *In re Willis Towers Watson PLC Proxy Litigation*
- *In re Blue Apron Holdings, Inc. Securities Litigation*
- *In re: Qudian Inc. Securities Litigation*
- *Plymouth County Contributory Retirement System v. Adamas Pharmaceuticals, et al.*
- *In re Perrigo Company PLC Securities Litigation*
- *Enriquez, et al. v. Nabriva Therapeutics PLC, et al.*
- *Teamsters Local 456 Pension Fund, et al. v. Universal Health Services, Inc., et al.*
- *Olenik, et al. v. Earthstone Energy, Inc.*



- *Shenk v. Mallinckrodt plc, et al.*
- *In re The Allstate Corp. Securities Litigation*
- *Christopher Vataj v. William D. Johnson, et al. (PG&E Securities II)*
- *Kirkland v. WideOpenWest, Inc.*
- *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc.*
- *In re Uxin Limited Securities Litigation*
- *City of Hallandale Beach Police Officers' & Firefighters' Personnel Retirement Trust v. Ergen, et al. (Echostar)*
- *Lewis v. YRC Worldwide Inc., et al.*
- *Tomaszewski v. Trevena, Inc., et al.*
- *In re Restoration Robotics, Inc. Securities Litigation*
- *Public Employees' Retirement Systems of Mississippi, et al. v. Treehouse Foods, Inc., et al.*
- *Ronald L. Jackson v. Microchip Technology, Inc., et al.*
- *In re Micro Focus International plc Securities Litigation*
- *In re Dynagas LNG Partners LP Securities Litigation*
- *Weiss, et al. v. Burke, et al. (Nutraceutical)*
- *Yaron v. Intersect ENT, Inc., et al.*
- *Utah Retirement Systems v. Healthcare Services Group, Inc., et al.*
- *In re PPDAl Group Inc. Securities Litigation*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *In re Aqua Metals, Inc. Securities Litigation*
- *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Southwestern Energy Company*
- *In re CPI Card Group Inc. Securities Litigation*
- *Arkansas Teacher Retirement System, et al. v. Alon USA Energy, Inc., et al.*
- *In re TAL Education Group Securities Litigation*
- *GCI Liberty Stockholder Litigation*
- *In re SciPlay Corporation Securities Litigation*
- *In re Allergan Generic Drug Pricing Securities Litigation*
- *In re Vivint Solar, Inc. Securities Litigation*
- *In re YayYo Securities Litigation*
- *In re JPMorgan Treasury Futures Spoofing Litigation*
- *Searles, et al. v. Crestview Partners, LP, et al. (Capital Bank)*
- *In re Lyft, Inc. Securities Litigation*
- *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*
- *In re JPMorgan Precious Metals Spoofing Litigation*
- *In re Pivotal Software, Inc. Securities Litigation*
- *Longo, et al. v. OSI Systems, Inc., et al.*
- *In re Homefed Corporation Stockholder Litigation*
- *Pierrelouis v. Gogo Inc., et al.*
- *Pope v. Navient Corporation, et al.*
- *In re Merit Medical Systems, Inc. Securities Litigation*
- *In re Frontier Communications Corporation Stockholder Litigation*
- *Holwill v. AbbVie Inc.*
- *Budicak, Inc., et al. v. Lansing Trade Group, LLC, et al. (SRW Wheat Futures)*
- *Yannes, et al. v. SCWorx Corporation*
- *In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litigations*
- *In re Myriad Genetics, Inc. Securities Litigation*
- *In re Chicago Bridge & Iron Co. N.V. Securities Litigation*
- *The Arbitrage Fund, et al. v. William Petty, et al. (Exactech)*
- *In re Columbia Pipeline Group, Inc. Merger Litigation*

- *Martinek v. AmTrust Financial Services, Inc.*
- *City of Pittsburgh Comprehensive Municipal Pension Trust Fund, et al. v. Benefitfocus, Inc., et al.*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*
- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*
- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*
- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al. ("Catalyst")*
- *In re Fannie Mae 2008 Securities Litigation*
- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*

- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Physical Action)*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Futures Action)*
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*
- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*
- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*
- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

### Labor & Employment Cases

- *Verizon OFCCP Settlement*
- *Alvarez, et al. v. GEO Secure Services, LLC*
- *Sartena v. Meltwater FLSA*
- *Carmen Alvarez, et al. v. Chipotle Mexican Grill, Inc., et al.*
- *Turner, et al. v. Chipotle Mexican Grill, Inc.*
- *Long, et al. v. Southeastern Pennsylvania Transportation Authority*
- *Matheson, et al. v. TD Bank, N.A.*
- *Ludwig, et al. v. General Dynamics Information Technology, Inc., et al.*
- *Bedel, et al. v. Liberty Mutual Group Inc.*
- *Irene Parry, et al. v. Farmers Insurance Exchange, et al.*
- *Maldonado v. The GEO Group, Inc.*
- *Alderman and Maxey v. ADT, LLC*
- *Albaceet v. Dick's Sporting Goods*
- *Rodriguez v. The Procter & Gamble Company*
- *Adekunle, et al. v. Big Bang Enterprises, Inc. d/b/a The Revenue Optimization Companies*
- *Gorski, et al. v. Wireless Vision, LLC*
- *Lopez, et al. v. New York Community Bank, et al.*
- *Hamilton, et al. v. The Vail Corporation, et al.*
- *Eisenman v. The Ayco Company L.P.*
- *Matheson v. TD Bank, N.A.*

- *Simon v. R.W. Express LLC, d/b/a Go Airlink NYC*
- *Perez v. Mexican Hospitality Operator LLC, d/b/a Cosme*
- *Shanahan v. KeyBank, N.A.*
- *Loftin v. SunTrust Bank*
- *Alvarez v. GEO Secure Services, LLC*
- *Weisgarber v. North American Dental Group, LLC*
- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*
- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al. ("Dovetail Settlement")*
- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons ("USP Victorville")*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*
- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15<sup>th</sup> Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

### Data Breach/BIPA Cases

- *Hunter v. J.S.T. Corp. BIPA Settlement*
- *Atkinson, et al. v. Minted, Inc.*
- *Rosenbach, et al. v. Six Flags Entertainment Corporation and Great America LLC*
- *Pratz, et al. v. MOD Super Fast Pizza, LLC*
- *The State of Indiana v. Equifax Data Breach Settlement*
- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinog, Inc. ("Briggs Biometric Settlement")*
- *Trost v. Pretium Packaging L.L.C.*

- *In re: Barr, et al. v. Drizly, LLC f/k/a Drizly, Inc., et al.*

### Telephone Consumer Protection Act (TCPA) Cases

- *Perrong, et al. v. Orbit Energy & Power, LLC*
- *Baldwin, et al. v. Miracle-Ear, Inc.*
- *Floyd and Fabricant, et al. v. First Data Merchant Services LLC, et al.*
- *Hoffman, et al. v. Hearing Help Express, Inc., et al.*
- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*
- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*
- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America, et al.*
- *Ellman v. Security Networks*

## For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at [www.abdataclassaction.com](http://www.abdataclassaction.com).

# EXHIBIT B



## Settlement Administration Data Protection Checklist

Category	Control / Question	Response
Limitation on Use of Data	Affirmation that data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose	All data provided directly to A.B. Data will be used solely for the purpose of effecting the terms of the Settlement. A.B. Data will not use such information or information to be provided by Settlement Class Members for any other purpose than the administration of the Settlement in this Action; specifically the information provided will not be used, disseminated, or disclosed by or to any other person/entity for any other purpose.
Technical Controls	Firewalls and intrusion detection/prevention systems	A.B. Data uses modern next generation firewall systems which include intrusion detection, prevention, and alerting functions. A.B. Data's Information Security Policy requires firewalls be configured for intrusion detection and alerting of incidents to the A.B. Data IT department staff.
Technical Controls	Endpoint detection and response (EDR) systems	A.B. Data uses host based endpoint protection systems which are managed by the A.B. Data IT Department. These protection systems are configured to provide alerting to the IT team for security events who are in turn responsible for responding as required based on incident severity.
Technical Controls	Complex password requirements	A.B. Data requires complex passwords as part of its Information Security Policy. User accounts are required to have a minimum of 12 character passwords with alpha, numeric, and symbols along with upper and lower cases.
Technical Controls	Multi-factor authentication for access to systems and data	A.B. Data Class Action Administration Systems require Multi-Factor Authentication for access to all claims systems and data.
Technical Controls	Malware protection, anti-virus and vulnerability scanning and penetration tests	A.B. Data uses industry leading endpoint protection systems which include Malware, Anti-Virus and host based intrusion protection technologies. A.B. Data utilizes regular vulnerability testing scans on a monthly basis to detect vulnerabilities in its systems on both internal and external networks. These vulnerability scans are performed by a third party and reported back to the A.B. Data IT department for review and remediation as necessary.
Technical Controls	Data encryption (including, "encrypted at rest and in transit," "scrambled in storage," and "cell- or column-level encryption for PII" protocols)	A.B. Data's data encryption standards follow its Information Security Policy requirements such that all data is encrypted at rest on all servers, and, while in transit, must meet encryption standards of AES256 bit or greater.
Technical Controls	"Key management" for access to encrypted databases (e.g., using a hardware security module (HSM) or a key management service (KMS))	A.B. Data utilizes a KMS (Key Management System) for encrypted databases.

Category	Control / Question	Response
Technical Controls	Access only provided on need-to-know basis	A. B. Data Group uses the "Least Privilege" security model, whereby all user accounts are granted no security permissions by default and only given the least level of security permissions necessary to properly complete user assigned work duties as defined by the specific department management.
Administrative Policies	Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	All employees must pass a pre-employment background check, including a lawful ten-year criminal record review, employment verification, education verification (if required by position), and credit history. In addition, substance testing is a hiring requirement.
Administrative Policies	Personnel and support staff required to enter into non-disclosure and confidentiality agreements	All employees must sign a Confidentiality Agreement ensuring they will recognize their responsibilities in upholding confidential information accessed using data and resources through A.B. Data's networks, databases, and all technology systems. All employees must also sign a Non-Compete, Trade Secret, Proprietary and Confidential Information Non-Disclosure Agreement. This agreement requires the employee to understand, acknowledge, and agree to all the covenants and conditions not to compete and not to disclose proprietary information without consequences for any violation.
Administrative Policies	Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	A.B. Data access, modifications and removal is authorized by human resources and managed by its IT department. Access permissions are reviewed and approved by management.
Administrative Policies	Information security and privacy policy trainings, including policy review, best practices, and data security	A.B. Data requires annual Security Awareness Trainings of all employees and upon hire. These trainings cover existing and new security policy changes to the organization. The Information Security Policy is reviewed annually by A.B. Data's Security and Compliance team ensuring it is meeting industry best practices and procedures for the industry. Additional security trainings are required for roles that require elevated levels of data access.
Administrative Policies	No remote access to systems for employees	A.B. Data allows certain employees remote access privileges to its systems as required for performance of their job duties. All remote access utilizes two-factor authentication.
Administrative Policies	Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	A.B. Data's termination procedures require all user account access be removed immediately upon termination. A.B. Data's IT Department is required upon receipt of termination notification to disable account and system access (physical and logical) within one (1) hour, 24 hours per day, 7 days per week.
Administrative Policies	Robust audits of data privacy policies by third-party vendors	A.B. Data currently holds SOC1 SSAE18 annual audit by third part auditors who review its policies annually. Additionally, A.B. Data is currently in the process of obtaining a SOC2 audit report in 2023.
Administrative Policies	Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	A.B. Data currently holds SOC1 SSAE18 annual audit by third part auditors who review its policies annually. Additionally, A.B. Data is currently in the process of obtaining a SOC2 audit report in 2023.



Category	Control / Question	Response
Administrative Policies	Disclosure of external certifications and any notice of expiration	A.B. Data may only disclose certifications and expirations upon written request.
Crisis and Risk Management	Incident response / "disaster plan" for immediate response to security incidents such as data breach	A.B. Data has a formal written Incident Response Policy which addresses immediate security incidents. This plan addresses all levels of response and coordination which include management, security response teams, and law enforcement if required.
Crisis and Risk Management	Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	A.B. Data has a formal written Incident Response Policy which addresses immediate security incidents. This plan addresses all levels of response and coordination which include management, security response teams, external partners, and law enforcement if required.
Crisis and Risk Management	Vendor management program that determines and defines requirements to manage risk associated with outsourcing	A.B. Data has a formal vendor management and risk management policy which defines requirements for vendors of A.B. Data. This policy is available for review upon request.
Physical Access Controls	Physical Access Security - Security Guards	A.B. Data contracts physical security monitoring to an accredited alarm monitoring company. As part of this contract, A.B. Data has access to security guards on patrol who will respond to issues at our facilities.
Physical Access Controls	Physical Access Security - Access cards to facilities with assignment of identification card subject to approval and review	A.B. Data utilizes access control cards (ACS) and identification cards to control physical access to its facilities. Cards are only issued through a management approval process.
Physical Access Controls	Physical Access Security - Logs of access	A.B. Data retains logs of all access to/from our facilities.
Physical Access Controls	Alarm Systems	AB Data utilizes multiple alarm systems which offer intrusion, fire, and duress alarms. These systems are monitored by certified third party monitoring companies and respond to alarms on a 24 hour basis, 7 days a week, 365 days per year.
Physical Access Controls	CCTV recording systems	AB Data manages CCTV and recording systems in house through its IT department management. Video recordings are maintained for 90 days for review retention. All building external entrances and exits are covered by CCTV recordings. In our datacenter, additional coverage is monitoring all exits and entrances along with coverage views of critical equipment and systems. All systems are maintained under a battery and generator power backup to ensure continuous coverage.
Data Collection and Retention	Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	A.B. Data only requests information that is needed for purposes of settlement administration and approved by the Court. Typically complete social security numbers and banking information are not required.
Data Collection and Retention	Data collection only required to extent necessary for settlement administration	A.B. Data only requests information that is needed for purposes of settlement administration and approved by the Court. Typically complete social security numbers and banking information are not required.
Data Collection and Retention	Various methods for ensuring data protection and security - Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction)	A.B. Data's Information Security Policy addresses all data classification and protection policies and procedures. Additionally A.B. Data's staff sign confidentiality and privacy agreements to ensure data is handled appropriately. These policies are available for review upon request.

Category	Control / Question	Response
Data Collection and Retention	Various methods for ensuring data protection and security - Compliance with applicable laws and regulations (see below)	A.B. Data's Information Security Policy addresses all data compliance and regulatory protections. These policies are available for review upon request.
Data Collection and Retention	Various methods for ensuring data protection and security - Secure Data Transfer	A.B. Data requires all data transfers to follow industry standard security requirements. A.B. Data's Information Security Policy details these requirements, which include use of encryption during data transfers along with additional security measures.
Data Destruction	Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	A.B. Data retains settlement administration data based on the requirements set forth in relevant Court Order and/or client agreements. If no guidance is provided, A.B. Data destroys all data when no longer needed for purposes of settlement administration.
Data Destruction	Secure data destruction (e.g., 6 months – 1 year or when no longer required)	A.B. Data retains settlement administration data based on the requirements set forth in relevant Court orders and/or client agreements. If no guidance is provided, A.B. Data destroys all data when no longer needed for purposes of settlement administration.
Data Destruction	Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	A.B. Data's Information Security Policy details physical media destruction requirements which meet industry standards. Electronic media that is being retired from service must be erased using the NIST Data Destruction Standard 800-88 Media Sanitation Procedures. If media is no longer functional, the media must be physically destroyed via shredding, degaussing, hammer, or other physical method to make the media fully unusable and severely difficult for physical reconstruction.
Data Destruction	Destruction of all derivative copies and/or back-ups	A.B. Data's Information Security Policy details physical media destruction requirements which meet industry standards. Electronic media that is being retired from service must be erased using the NIST Data Destruction Standard 800-88 Media Sanitation Procedures. If media is no longer functional, the media must be physically destroyed via shredding, degaussing, hammer, or other physical method to make the media fully unusable and severely difficult for physical reconstruction.
Applicable Laws, Standards, and Other Regulation	Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	A.B. Data follows all applicable local, national, and international privacy regulations. A.B. Data's security team facilitates and monitors compliance with privacy policies.
Applicable Laws, Standards, and Other Regulation	Local, national, international privacy regulations (including CCPA)	A.B. Data follows all applicable local, national, and international privacy regulations. A.B. Data's security team facilitates and monitors compliance with privacy policies.
Ethical Rules	Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	All employees are subject to the terms of A.B. Data's Employee Handbook which outlines all employee administrative policies, obligations, and requirements.
Ethical Rules	Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Consequences of employee breaches of administrative policies is subject to management discretion.
Customer Service Measures	Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	All settlement websites contain a link to A.B. Data's privacy policy and, for dynamic websites where A.B. Data collects data, A.B. Data utilize an SSL certificate that authenticates a website's identity and enables an encrypted connection.

Category	Control / Question	Response
Customer Service Measures	Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid email sent from the administrator)	Emails sent to class members are written in concise language, contain prominent links to the settlement website, and include an explanation of how the email is related to a court-approved settlement. A.B. Data never requests that confidential information be sent over email. A.B. Data also implements certain best practices when disseminating email to minimize confusion and maximize deliverability. For example, the subject line, the sender, and the body of the message will be designed to overcome SPAM filters and encourage readership. Emails are sent in an embedded html text format without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by an e-mail service provider or labeled as SPAM. Emails are also transmitted with a digital signature to the header and content, which allows e-mail service providers to programmatically authenticate that the emails are from A.B. Data's authorized mail servers.

# **EXHIBIT 3**

**Appendix**

<b>N.D. Cal. Procedural Guidance for Class Action Settlements Items to Address at Preliminary Approval</b>	<b>Response</b>
<b>1. INFORMATION ABOUT THE SETTLEMENT</b>	
(a) Any differences between the settlement class and the class proposed in the operative complaint (or, if a class has been certified, the certified class) and an explanation as to why the differences are appropriate.	Motion at 13
(b) Any differences between the claims to be released and the claims in the operative complaint (or, if a class has been certified, the claims certified for class treatment) and an explanation as to why the differences are appropriate.	Motion at 6 n.4
(c) The class recovery under the settlement (including details about and the value of injunctive relief), the potential class recovery if plaintiffs had fully prevailed on each of their claims, claim by claim, and a justification of the discount applied to the claims.	Motion at 9-10 Long-Form Notice at 1-2
(d) Any other cases that will be affected by the settlement, an explanation of what claims will be released in those cases if the settlement is approved, the class definitions in those cases, their procedural posture, whether plaintiffs' counsel in those cases participated in the settlement negotiations, a brief history of plaintiffs' counsel's discussions with counsel for plaintiffs in those other cases before and during the settlement negotiations, an explanation of the level of coordination between the two groups of plaintiffs' counsel, and an explanation of the significance of those factors on settlement approval. If there are no such cases, counsel should so state.	Co-Lead Counsel are not aware of any other cases that will be affected by the Settlement.
(e) The proposed allocation plan for the settlement fund.	Motion at 13 Long-Form Notice at 14-16

<b>N.D. Cal. Procedural Guidance for Class Action Settlements Items to Address at Preliminary Approval</b>	<b>Response</b>
(f) If there is a claim form, an estimate of the expected claim rate in light of the experience of the selected claims administrator and/or counsel based on comparable settlements, the identity of the examples used for the estimate, and the reason for the selection of those examples.	Teichmiller Decl. ¶15
(g) In light of Ninth Circuit case law disfavoring reversions, whether and under what circumstances money originally designated for class recovery will revert to any defendant, the expected and potential amount of any such reversion, and an explanation as to why a reversion is appropriate.	Motion at 9 Stipulation ¶2.10
<b>2. SETTLEMENT ADMINISTRATION</b>	
(a) Identify the proposed settlement administrator, the settlement administrator selection process, how many settlement administrators submitted proposals, what methods of notice and claims payment were proposed, and the lead class counsel’s firm’s history of engagements with the settlement administrator over the last two years.	Motion at 1, 15 Teichmiller Decl. ¶6
(b) Address the settlement administrator’s procedures for securely handling class member data (including technical, administrative, and physical controls; retention; destruction; audits; crisis response; etc.), the settlement administrator’s acceptance of responsibility and maintenance of insurance in case of errors, the anticipated administrative costs, the reasonableness of those costs in relation to the value of the settlement, and who will pay the costs.	Motion at 15 Teichmiller Decl. ¶¶3-4, 22-25 Stipulation ¶2.11

<b>3. NOTICE</b>	
The parties should ensure that the class notice is easily understandable, in light of the class members' communication patterns, education levels, and language needs. The notice should include the following information:	<i>See generally</i> proposed Notice, Long-Form Notice, and Summary Notice.
a. Contact information for class counsel to answer questions.	Notice at 2 Long-Form Notice at 3, 14 Summary Notice at 2
b. The address for a website, maintained by the claims administrator or class counsel, that lists key deadlines and has links to the notice, claim form (if any), preliminary approval order, motions for preliminary and final approval and for attorneys' fees, and any other important documents in the case.	<i>See generally</i> Notice, Long-Form Notice, and Summary Notice
c. Instructions on how to access the case docket via PACER or in person at any of the court's locations.	Long-Form Notice at 14
d. The date and time of the final approval hearing, clearly stating that the date may change without further notice to the class.	Notice at 2 Long-Form Notice at 4, 13 Summary Notice at 1
e. A note to advise class members to check the settlement website or the Court's PACER site to confirm that the date has not been changed.	Long-Form Notice at 4, 13
The parties should explain how the notice distribution plan is effective.	Motion at 14-16 Teichmiller Decl. ¶¶7-14, 23
The notice distribution plan should rely on U.S. mail, email, and/or social media as appropriate to achieve the best notice that is practicable under the circumstances, consistent with Federal Rule of Civil Procedure 23(c)(2). If U.S. mail is part of the notice distribution plan, the notice envelope should be designed to enhance the chance that it will be opened.	Motion at 14-16 Teichmiller Decl. ¶¶7-14

<p>Below is suggested language for inclusion in class notices:</p> <p>This notice summarizes the proposed settlement. For the precise terms of the settlement, please see the settlement agreement available at <a href="http://www._____.com">www._____.com</a>, by contacting class counsel at _____, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at <a href="https://ecf.cand.uscourts.gov">https://ecf.cand.uscourts.gov</a>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, [insert appropriate Court location here], between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.</p> <p>PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.</p>	Long-Form Notice at 14
<b>4. OPT-OUTS</b>	
<p>The notice should instruct class members who wish to opt out of the settlement to send a letter, setting forth their name and information needed to be properly identified and to opt out of the settlement, to the settlement administrator and/or the person or entity designated to receive opt outs. It should require only the information needed to opt out of the settlement and no extraneous information or hurdles. The notice should clearly advise class members of the deadline, methods to opt out, and the consequences of opting out.</p>	<p>Motion at 15  Notice at 2  Long-Form Notice at 3, 10-11</p>
<b>5. OBJECTIONS</b>	
<p>Objections must comply with Federal Rule of Civil Procedure 23(e)(5).</p>	Long-Form Notice at 12
<p>The notice should instruct class members who wish to object to the settlement to send their written objections only to the court. All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of filings. The notice should make clear that the court can only approve or deny the settlement and cannot change the terms of the</p>	<p>Notice at 2  Long-Form Notice at 12  Summary Notice at 2</p>



<p>settlement. The notice should clearly advise class members of the deadline for submission of any objections.</p>	
<p>Below is suggested language for inclusion in class notices:</p> <p>“You can ask the Court to deny approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object.</p> <p>Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (_____ v. _____, Case No. _____), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, [insert appropriate Court location here], and (c) be filed or postmarked on or before _____.”</p>	<p>Long-Form Notice at 12</p>
<p><b>6. ATTORNEYS’ FEES AND COSTS</b></p>	
<p>Although attorneys’ fee requests will not be approved until the final approval hearing, class counsel should include information about the fees and costs (including expert fees) they intend to request, their lodestar calculation (including total hours), and resulting multiplier in the motion for preliminary approval. In a common fund case, the parties should include information about the relationship between the amount of the common fund, the requested fee, and the lodestar.</p>	<p>Motion at 12  Notice at 2  Long-Form Notice at 2-3, 11</p>

To the extent counsel base their fee request on having obtained injunctive relief and/or other non-monetary relief for the class, counsel should discuss the benefit conferred on the class.	N/A
<b>7. SERVICE AWARDS</b>	
Although service award requests will not be approved until the final approval hearing, the parties should include information about the service awards they intend to request as well as a summary of the evidence supporting the awards in the motion for preliminary approval. The parties should ensure that neither the size nor any conditions placed on the incentive awards undermine the adequacy of the named plaintiffs or class representatives.	Motion at 12 Notice at 2 Long-Form Notice at 3
<b>8. CY PRES AWARDS</b>	
If the settlement contemplates a cy pres award, the parties should identify their chosen cy pres recipients, if any, and how those recipients are related to the subject matter of the lawsuit and the class members' claims. The parties should also identify any relationship they or their counsel have with the proposed cy pres recipients.	Motion at 11
<b>9. TIMELINE</b>	
The parties should ensure that class members have at least thirty-five days to opt out or object to the settlement and the motion for attorney's fees and costs.	Motion at 16 Notice at 2 Long-Form Notice at 3-4
<b>10. CLASS ACTION FAIRNESS ACT (CAFA) AND SIMILAR REQUIREMENTS</b>	
The parties should address whether CAFA notice is required and, if so, when it will be given. In addition, the parties should address substantive compliance with CAFA.	Motion at 16 n.11 Stipulation ¶11.3
In addition, the parties should address whether any other required notices to government entities or others have been provided, such as notice to the Labor & Workforce Development Agency (LWDA) pursuant to the Private Attorneys General Act (PAGA).	N/A (Motion at 16 n.11)

<b>11. COMPARABLE OUTCOMES</b>	
<p>Lead class counsel should provide information about comparable cases, including settlements and litigation outcomes. Lead class counsel should provide the following information for as many as feasible (and at least one) comparable class settlement (i.e. settlements involving the same or similar claims, parties, issues):</p> <ol style="list-style-type: none"> <li>a. The claims being released, the total settlement fund, the total number of class members, the total number of class members to whom notice was sent, the method(s) of notice, the number and percentage of claim forms submitted, the average recovery per class member or claimant, the amounts distributed to cy pres recipients, the administrative costs, the attorneys' fees and costs, the total exposure if the plaintiffs had prevailed on every claim.</li> <li>b. Where class members are entitled to non-monetary relief, such as discount coupons or debit cards or similar instruments, the number of class members availing themselves of such relief and the aggregate value redeemed by the class members and/or by any assignees or transferees of the class members' interests.</li> <li>c. Where injunctive and/or other non-monetary relief has been obtained, discuss the benefit conferred on the class.</li> </ol> <p>Counsel should summarize this information in easy-to-read charts that allow for quick comparisons with other cases, supported by analysis in the text of the motion.</p>	<p>Motion at 12 Teichmiller Decl. ¶15</p>
<b>12. ELECTRONIC VERSIONS</b>	
<p>Electronic versions (Microsoft Word or WordPerfect) of all proposed orders and notices should be submitted to the presiding judge's Proposed Order (PO) email address when filed. Most judges in this district use Microsoft Word, but counsel should check with the individual judge's Courtroom Deputy.</p>	<p>To be submitted when filed</p>

<b>13. OVERLAPPING CASES</b>	
Within one day of filing of the preliminary approval motion, the defendants should serve a copy on counsel for any plaintiffs with pending litigation, whether at the trial court or appellate court level, whether active or stayed, asserting claims on a representative (e.g., class, collective, PAGA, etc.) basis that defendants believe may be released by virtue of the settlement.	N/A; <i>see</i> 1.d above

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

IN RE TALIS BIOMEDICAL SECURITIES  
LITIGATION

Case No. 22-cv-00105-SI

CLASS ACTION

THIS DOCUMENT RELATES TO:  
ALL ACTIONS

**[PROPOSED] ORDER  
PRELIMINARILY APPROVING  
SETTLEMENT  
AND PROVIDING FOR CLASS NOTICE**

Judge: Hon. Susan Illston

1 WHEREAS, the consolidated securities class action entitled *In re Talis Biomedical*  
2 *Securities Litigation*, Case No. 22-cv-00105-SI (the “Action”) is pending before the Court;

3 WHEREAS, the Parties have entered into a Stipulation and Agreement of Settlement, dated  
4 September 30, 2024 (the “Stipulation”), subject to approval of this Court (the “Settlement”);

5 WHEREAS, Plaintiff’s Counsel has made an application, pursuant to Federal Rule of Civil  
6 Procedure 23(e), for an order preliminarily approving the Settlement in accordance with the  
7 Stipulation, which, together with the Exhibits annexed thereto, allows notice to the Settlement  
8 Class members, as more fully described below, certifies a Settlement Class, as described below,  
9 and sets forth the terms and conditions for a proposed Settlement of the Action and for dismissal  
10 of the Action on the merits and with prejudice upon the terms and conditions set forth therein;

11 WHEREAS, the Court has read and considered (i) Co-Lead Plaintiff’s motion for  
12 preliminary approval of the Settlement, and the papers filed and arguments made in connection  
13 therewith; and (ii) the Stipulation, and the Exhibits annexed thereto;

14 WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

15 WHEREAS, all defined terms contained herein shall have the same meanings as set forth  
16 in the Stipulation, unless otherwise defined herein;

17 NOW, THEREFORE, IT IS HEREBY ORDERED:

18 1. **Preliminary Approval of the Settlement.** The Court does hereby preliminarily  
19 approve the Stipulation and the Settlement set forth therein as being fair, reasonable, and adequate  
20 to the Settlement Class, subject to further consideration at the Final Approval Hearing described  
21 below.

22 2. The Court preliminarily finds that the proposed Settlement should be approved as:  
23 (i) the result of informed, extensive arm’s-length, and non-collusive negotiations between  
24 experienced counsel, including mediation under the direction of an experienced mediator, Michelle  
25 Yoshida; (ii) eliminating risks to the Parties of continued litigation; (iii) falling within a range of  
26 reasonableness warranting final approval; (iv) having no obvious deficiencies; and (v) warranting  
27 notice of the proposed Settlement to Settlement Class Members and further consideration of the  
28 Settlement at the Final Approval Hearing described below.

1           3.       Pending final determination of whether the Settlement should be approved, Plaintiff,  
2 all Settlement Class Members, and each of them, and anyone who acts or purports to act on their  
3 behalf, shall not institute, commence, or prosecute any action which asserts Released Plaintiff's  
4 Claims against the Released Defendant Parties (other than continuing proceedings related to the  
5 Settlement).

6           4.       **Settlement Hearing.** A hearing (the "Final Approval Hearing") shall be held before  
7 this Court on \_\_\_\_\_, 2025 [at least ninety (90) calendar days from the date of this  
8 Order], at \_\_: \_\_.m., at the Phillip Burton Federal Building & United States Courthouse, United  
9 States District Court for the Northern District of California, 450 Golden Gate Avenue  
10 San Francisco, CA 94102, or at such other location or via telephonic or video appearance as  
11 determined by the Court.

12           (a)       The purposes of the Final Approval Hearing shall be to: (i) determine  
13 whether the proposed Settlement of the Action on the terms and conditions provided for in the  
14 Stipulation is fair, reasonable, and adequate to the Settlement Class and should be approved by the  
15 Court; (ii) determine whether a Judgment as defined in ¶1.23 of the Stipulation should be entered  
16 herein; (iii) determine, for purposes of the Settlement only, whether the Settlement Class should be  
17 finally certified, whether Lead Plaintiff should be finally certified as Class Representative for the  
18 Settlement Class, and whether Co-Lead Counsel Bleichmar Fonti & Auld LLP ("BFA") should be  
19 finally appointed as Class Counsel for the Settlement Class; (iv) determine whether the proposed  
20 Plan of Allocation for the Net Settlement Fund is fair and reasonable and should be approved; (v)  
21 consider BFA's application for an award of attorneys' fees and Litigation Expenses (which may  
22 include an application for an award to Lead Plaintiff for reimbursement of his reasonable costs and  
23 expenses directly related to his representation of the Settlement Class, pursuant to the Private  
24 Securities Litigation Reform Act of 1995 ("PSLRA") (the "Fee and Expense Application")); (vi)  
25 hear any objections by Settlement Class Members to the Settlement, Plan of Allocation, or BFA's  
26 or Lead Plaintiff's application(s); and (vii) consider such other matters the Court deems appropriate.  
27 Notice of the Settlement and the Final Approval Hearing shall be given to Settlement Class  
28 Members as set forth in paragraphs 7 and 8 of this Order.

1 (b) The Court may approve the proposed Settlement with such modifications as  
2 the Parties may agree to, if appropriate, and with or without further notice to the Settlement Class  
3 of any kind. The Court further reserves the right to enter the Judgment approving the Settlement  
4 regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or  
5 Litigation Expenses. The Court may also adjourn the Final Approval Hearing, decide to hold the  
6 hearing remotely, or modify any of the dates herein without further individual notice to members  
7 of the Settlement Class. Any such changes shall be posted on the website of the Claims  
8 Administrator.

9 5. **Class Certification.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure,  
10 the Court preliminarily certifies, for purposes of effectuating this Settlement only, a Settlement  
11 Class of all persons or entities that purchased or otherwise acquired common stock issued by Talis  
12 pursuant and/or traceable to the registration statement and prospectus issued in connection with the  
13 Company's February 11, 2021 initial public offering between February 11, 2021 and August 11,  
14 2021, inclusive, and were damaged thereby. Excluded from the Settlement Class are (i) Defendants  
15 and any affiliates or subsidiaries thereof, (ii) present and former officers and directors of Talis and  
16 its subsidiaries or affiliates, and their immediate family members (as defined in Item 404 of SEC  
17 Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants' liability  
18 insurance carriers, and any affiliates or subsidiaries thereof; (iv) any entity in which any Defendant  
19 has or has had a controlling interest; (v) Talis's employee retirement and benefits plan(s); and (vi)  
20 the legal representatives, heirs, estates, agents, successors, or assigns of any person or entity  
21 described in the preceding five categories. Also excluded from the Settlement Class are those  
22 persons who file valid and timely requests for exclusion in accordance with the Preliminary  
23 Approval Order.

24 6. **Settlement Class Findings.** With respect to the Settlement Class, the Court  
25 preliminarily finds, for purposes of effectuating this Settlement only, that (i) the Members of the  
26 Settlement Class are so numerous that joinder of all Settlement Class Members in the Action is  
27 impracticable; (ii) there are questions of law and fact common to the Settlement Class which  
28 predominate over any individual questions; (iii) the claims of Lead Plaintiff are typical of the claims



1 of the Settlement Class; (iv) Lead Plaintiff and Plaintiff’s Counsel have fairly and adequately  
2 represented and protected the interests of all Settlement Class Members; and (v) a class action is  
3 superior to other available methods for the fair and efficient adjudication of the controversy.

4 (a) The Court hereby reaffirms its prior finding that pursuant to Rule 23, Lead  
5 Plaintiff is an adequate Class Representative for the Settlement Class. The Court also reaffirms its  
6 appointment of Bleichmar Fonti & Auld LLP as Co-Class Counsel.

7 **7. Approval of Form and Content of Notice.** The Court approves, as to form and  
8 content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the  
9 Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”),  
10 the Proof of Claim Form (the “Proof of Claim”), and the Summary Notice (“Summary Notice”),  
11 annexed hereto as Exhibits A-1, A-2, A-3, and A-4, respectively, and finds that they: (a) constitute  
12 the best notice to Settlement Class Members practicable under the circumstances; (b) are reasonably  
13 calculated, under the circumstances, to describe the terms and effect of the Settlement and to apprise  
14 Settlement Class Members of their right to object to the proposed Settlement or to exclude  
15 themselves from the Settlement Class; (c) are reasonable and constitute due, adequate, and  
16 sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable  
17 requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the Due Process  
18 Clause of the United States Constitution, 15 U.S.C. §78u-4(a)(7) and 15 U.S.C. §77z-1(a)(7), as  
19 amended by the PSLRA, and the rules of this Court.

20 **8. Retention of Claims Administrator and Manner of Notice.** Co-Lead Counsel is  
21 hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator”) to supervise and  
22 administer the notice procedure as well as the processing of claims as more fully set forth below:

23 (a) No later than \_\_\_\_\_, 2024 (the “Notice Date”) [a date that is  
24 twenty-one (21) calendar days from the date of this Order], the Claims Administrator shall  
25 commence mailing a copy of the Notice, substantially in the form annexed hereto as Exhibit A-1,  
26 by First-Class Mail to (i) all Settlement Class Members who can be identified with reasonable  
27 effort, and (ii) brokers and nominees on the Claims Administrator’s list of brokers and nominees  
28 that commonly hold securities for the benefit of investors. Further, on the Notice Date, the Notice,

1 Long-Form Notice, Proof of Claim, and the Stipulation and its Exhibits shall be posted on the  
2 Settlement website, [www.TalisSecuritiesLitigation.com](http://www.TalisSecuritiesLitigation.com);

3 (b) No later than \_\_\_\_\_, 2024 [a date that is fourteen (14) calendar  
4 days after the Notice Date], the Claims Administrator shall cause the Summary Notice to be  
5 published once in a national news publication, and once over a national newswire service; and

6 (c) On or before \_\_\_\_\_, 2024 [a date that is fourteen (14) calendar  
7 days prior to the Final Approval Hearing], Co-Lead Counsel shall cause to be served on  
8 Defendants' Counsel and filed with the Court proof, by affidavit or declaration, of such mailing,  
9 publishing, and posting.

10 9. All reasonable expenses incurred in identifying and notifying Settlement Class  
11 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.  
12 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,  
13 neither Lead Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any amounts  
14 disbursed or incurred pursuant to ¶¶2.8, 2.9 or 2.11 of the Stipulation.

15 10. **Nominee Procedures.** The Claims Administrator shall use reasonable efforts to  
16 give notice to nominee purchasers such as brokerage firms and other persons and entities who  
17 may have purchased or acquired Talis common stock during the Settlement Class Period for the  
18 beneficial interest of persons or entities other than themselves. Such nominees shall either (i)  
19 within seven (7) calendar days of receipt of the Notice, forward the Notice to all such beneficial  
20 owners; or (ii) within seven (7) calendar days of receipt of the Notice, provide a list of the names  
21 and addresses of all such beneficial owners to the Claims Administrator, and the Claims  
22 Administrator is ordered to send the Notice promptly to such identified beneficial owners.  
23 Nominees who elect to send the Notice to their beneficial owners shall send a statement to the  
24 Claims Administrator confirming that the mailing was made and shall retain their mailing records  
25 for use in connection with any further notices that may be provided in the Action. The Claims  
26 Administrator shall follow up with brokers and custodians to ensure the Notice is sent to beneficial  
27 owners in a timely manner. Upon full and timely compliance with these directions, such nominees  
28 may seek reimbursement of their reasonable expenses actually incurred by providing the Claims

1 Administrator with proper documentation supporting the expenses for which reimbursement is  
2 sought. Any disputes with respect to the reasonableness or documentation of expenses incurred  
3 shall be subject to review by the Court.

4       11.     **Participation in the Settlement.** All Members of the Settlement Class shall be  
5 bound by all determinations and judgments in the Action concerning the Settlement, including, but  
6 not limited to, the releases provided for therein, whether favorable or unfavorable to the Settlement  
7 Class, regardless of whether such persons or entities seek or obtain by any means, including,  
8 without limitation, by submitting a Proof of Claim or any similar document, any distribution from  
9 the Settlement Fund or the Net Settlement Fund.

10           (a) Settlement Class Members who wish to participate in the Settlement shall  
11 complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless  
12 the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically **no**  
13 **later than \_\_\_\_\_, 2025 [a date that is ninety (90) calendar days after the Notice**  
14 **Date]**. Any Settlement Class Member who does not submit a Proof of Claim within the time  
15 provided for (a) shall be bound by all determinations and judgments in the Action concerning the  
16 Settlement, whether favorable or unfavorable to the Settlement Class, including, without limitation,  
17 the Judgment and the releases provided for therein; (b) shall be barred from commencing,  
18 maintaining, or prosecuting any of the Released Plaintiff's Claims against the Released Defendant  
19 Parties, as more fully described in the Stipulation; and (c) shall be barred from sharing in the  
20 distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court.  
21 Notwithstanding the foregoing, Co-Lead Counsel shall have the discretion (but not the obligation)  
22 to accept late-submitted claims for processing by the Claims Administrator so long as distribution  
23 of the Net Settlement Fund is not materially delayed thereby. No person or entity shall have any  
24 claim against Lead Plaintiff, Plaintiff's Counsel, or the Claims Administrator by reason of the  
25 decision to exercise such discretion whether to accept late-submitted claims.

26           (b) A Proof of Claim must satisfy the following conditions, unless otherwise  
27 allowed pursuant to the Stipulation: (i) it must be properly completed, signed, and submitted in a  
28 timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be

1 accompanied by adequate supporting documentation for the transactions reported therein, in the  
2 form of broker confirmation slips, broker account statements, an authorized statement from the  
3 broker containing the transactional information found in a broker confirmation slip, or such other  
4 documentation as is deemed adequate by the Claims Administrator and/or Co-Lead Counsel; (iii)  
5 if the person executing the Claim Form is acting in a representative capacity, a certification of their  
6 current authority to act on behalf of the claimant must be included in the Claim Form; and (iv) the  
7 Claim Form must be complete and contain no material deletions or modifications of any of the  
8 printed matter contained therein and must be signed under penalty of perjury.

9 (c) As part of the Proof of Claim, each Claimant shall submit to the jurisdiction  
10 of the Court with respect to the claim submitted.

11 **12. Exclusion from the Settlement Class.** Any Person who desires to request  
12 exclusion from the Settlement Class shall do so by submitting a written request for exclusion to the  
13 Claims Administrator, which must be timestamped (for online submissions) or received by the  
14 Claims Administrator (for mailings) **no later than \_\_\_\_, 2024 [a date that is forty-five (45)**  
15 **calendar days after the Notice Date]**. The request for exclusion must: (i) include the person's or  
16 entity's name, address, and telephone number; (ii) state that the person or entity wishes to be  
17 "excluded from the Settlement Class" in this Action; (iii) include proof (such as stockbroker  
18 confirmation slips, stockbroker statements, or other documents) adequately evidencing the date(s),  
19 price(s), and number(s) of all Talis common stock purchased and/or sold during the Class Period;  
20 and (iv) be signed by the person or entity requesting exclusion or their authorized representative  
21 (accompanied by proof of authorization). No request for exclusion shall be effective unless it is  
22 timely and provides the required information. Upon receiving any request(s) for exclusion, the  
23 Claims Administrator shall promptly notify Co-Lead Counsel and Defendants' Counsel of such  
24 request(s) and provide them copies of such request(s) and the documentation accompanying them  
25 by facsimile or electronic mail. All Persons who submit valid and timely requests for exclusion  
26 shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement  
27 Fund, and shall not be bound by the Stipulation or the Judgment entered in the Action. The Claims  
28 Administrator shall provide Co-Lead Counsel and Defendants' Counsel with copies of all requests

1 for exclusion as expeditiously as possible and, in any event, not more than four (4) calendar days  
2 after receipt by the Claims Administrator.

3 13. **Appearance and Objections at Final Approval Hearing.** Any Member of the  
4 Settlement Class may enter an appearance in the Action, at his, her, or its own expense, individually  
5 or through counsel of his, her, or its own choice. If he, she, or it does not enter an appearance, he,  
6 she, or it will be represented by Co-Lead Counsel.

7 (a) Any Settlement Class Member may file a written objection to the proposed  
8 Settlement and show cause why the proposed Settlement of the Action should or should not be  
9 approved as fair, reasonable, and adequate, why the Judgment should or should not be entered  
10 thereon, why the Plan of Allocation should or should not be approved, or why attorneys' fees and  
11 Litigation Expenses should or should not be awarded to BFA or an award granted to Lead Plaintiff;  
12 provided, however, that no Settlement Class Member or any other person or entity shall be heard  
13 or entitled to contest such matters, unless that Person has mailed or delivered said objections,  
14 papers, and briefs to the Class Action Clerk of the United States District Court for the Northern  
15 District of California, **on or before \_\_\_\_\_, 2024 [a date that is twenty-one (21)**  
16 **calendar days prior to the Final Approval Hearing]**, and delivered copies of any such papers to  
17 the following counsel such that they are received on or before the same date:

18  
19 *Court:*

20 Class Action Clerk  
21 United States District Court for the  
22 Northern District of California  
23 United States Courthouse  
24 450 Golden Gate Avenue  
25 San Francisco, CA 94102

26 *Lead Counsel:*

27 Evan A. Kubota  
28 BLEICHMAR FONTI & AULD LLP  
300 Park Avenue, Suite 1301  
New York, NY 10022  
Emailed copy to talissettlement@bfalaw.com

1                    *Counsel for Defendants:*

2                    Patrick E. Gibbs  
3                    Shannon M. Eagan  
4                    COOLEY LLP  
5                    3175 Hanover Street  
6                    Palo Alto, CA 94304-1130  
7                    Emailed copy to seagan@cooley.com

8                    To object, a Settlement Class Member must send a letter saying that he, she, or it objects to  
9                    the Settlement in *In re Talis Biomedical Securities Litigation*, Case No. 22-cv-00105-SI (N.D.  
10                    Cal.), which must (1) include the objector's name, address, and telephone number; (2) provide  
11                    documentation establishing the objector's membership in the Settlement Class, including  
12                    documents showing the number of shares of Talis common stock purchased, acquired, and sold  
13                    during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale;  
14                    (3) contain a statement of reasons for the objection, including whether it applies only to the  
15                    objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (4) identify  
16                    any other class action settlement(s) in which the objector or the objector's attorney has objected;  
17                    (5) include copies of any papers or other documents upon which the objection is based; and  
18                    (6) include the objector's signature, even if represented by counsel. Any Settlement Class Member  
19                    who does not make his, her, or its objection in the manner provided in this Order shall be deemed  
20                    to have waived such objection and shall forever be foreclosed from making any objection to the  
21                    fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of  
22                    Allocation, or to the Fee and Expense Application, unless otherwise ordered by the Court.

23                    (b) Attendance at the Final Approval Hearing is not necessary. However,  
24                    persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of  
25                    Allocation, and/or the Fee and Expense Application are required to indicate in their written  
26                    objection their intention to appear at the hearing. Persons who intend to object to the Settlement,  
27                    the Plan of Allocation, and/or the Fee and Expense Application and desire to present evidence at  
28                    the Final Approval Hearing must include in their written objections the identity of any witnesses  
                     they may call to testify and copies of any exhibits they intend to introduce into evidence at the Final  
                     Approval Hearing.

1 (c) Settlement Class Members do not need to appear at the hearing or take any  
2 other action to indicate their approval.

3 (d) At or after the Final Approval Hearing, the Court shall determine whether  
4 the proposed Plan of Allocation, and any Fee and Expense Application, shall be approved.

5 14. **Settlement Fund.** The Court approves the establishment of the Escrow Accounts  
6 into which the Settlement Amount will be deposited for the benefit of the Settlement Class. All  
7 funds held by the Escrow Agents shall be deemed and considered to be in *custodia legis* of the  
8 Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall  
9 be distributed pursuant to the Stipulation and/or further order(s) of the Court. No person who is  
10 not a Settlement Class Member or Plaintiff's Counsel shall have any right to any portion of, or to  
11 any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise  
12 provided in the Stipulation.

13 15. **Supporting Papers.** Co-Lead Counsel BFA shall file the opening papers in support  
14 of the proposed Settlement, the Plan of Allocation, and the Fee and Expense Application **on or**  
15 **before** \_\_\_\_\_, 2024 [a date that is thirty-five (35) calendar days prior to the Final  
16 Approval Hearing]. Any reply papers in response to objections shall be filed and served **on or**  
17 **before** \_\_\_\_\_, 2024 [a date that is seven (7) calendar days prior to the Final Approval  
18 Hearing].

19 16. None of the Released Defendant Parties shall have any involvement in or any  
20 responsibility for, authority, or liability whatsoever for the Plan of Allocation, any Fee and Expense  
21 Application, the selection of the Claims Administrator, the administration of the Settlement, the  
22 Claims process, or the disbursement of the Net Settlement Fund, and shall have no liability  
23 whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any other  
24 Settlement Class Members, or Co-Lead Counsel, in connection with the foregoing. Such matters  
25 will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

26 17. **Use of this Order.** Neither this Order nor the proposed Settlement (including the  
27 Stipulation and any Exhibits annexed thereto), the Supplemental Agreement, nor any of the  
28 negotiations or proceedings connected with it: (i) is or may be deemed to be or may be used as an



1 admission of, concession, or evidence of, the validity of any Released Claim, the truth of any fact  
2 alleged in the Action, the deficiency of any defense that has been or could have been asserted in  
3 the Action, any damages suffered by Lead Plaintiff or the Settlement Class, any alleged liability,  
4 negligence, fault, or other wrongdoing of the Released Defendant Parties, or that the consideration  
5 to be given under the Settlement represents the amount that could be or would have been recovered  
6 after trial; or (ii) is or may be used or in any way referred to for any other reason against any  
7 Released Defendant Party in any civil, criminal, or administrative proceeding in any court,  
8 administrative agency, or other forum or tribunal; *provided* that the Parties may use the Order as  
9 necessary to effectuate the provisions of the Stipulation, and the Released Defendant Parties may  
10 file the Stipulation and/or the Judgment in any action that may be brought against them in order to  
11 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,  
12 good faith settlement, judgment bar or reduction, or any other theory of, without limitation, claim  
13 preclusion or issue preclusion or similar defense or counterclaim.

14       18.    **Termination.** In the event that the Settlement does not become effective in  
15 accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event  
16 that the Settlement Fund, or any portion thereof, is returned to the Defendants pursuant to the  
17 Stipulation, then this Order shall be rendered null and void to the extent provided by and in  
18 accordance with the Stipulation and shall be vacated and, in such event, all orders entered and  
19 releases delivered in connection herewith shall be null and void to the extent provided by and in  
20 accordance with the Stipulation. The Parties shall be deemed to have reverted to their respective  
21 positions in the Action immediately prior to the execution of the Stipulation.

22       19.    **Stay of Proceedings.** All proceedings in the Action are stayed until further order  
23 of this Court, except as may be necessary to implement the Settlement or comply with the terms of  
24 the Stipulation. Pending final determination of whether the Settlement should be approved, neither  
25 Lead Plaintiff nor any Settlement Class Member, either directly, representatively, or in any other  
26 capacity shall commence or prosecute against any Released Defendant Party any action or  
27 proceeding in any court or tribunal asserting any of the Released Claims.

28



1           20.     **CAFA Notice.** The Parties have indicated that Defendants will comply with the  
2 requirements of 28 U.S.C. § 1715, *et seq.*, by providing proper notice to the appropriate federal  
3 official and state officials specified in the statute within five (5) calendar days after the proposed  
4 Settlement was filed, which ensures that the Final Approval Hearing will be held at least ninety  
5 (90) days after the appropriate federal official and state officials are served. Defendants shall file  
6 proof of compliance with CAFA with the Court at least thirty-five (35) calendar days prior to the  
7 Final Approval Hearing.

8           21.     **Taxes.** Co-Lead Counsel is authorized and directed to prepare any tax returns and  
9 any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement  
10 Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations  
11 with respect to Taxes and any reporting or filings in respect thereof without further order of the  
12 Court in a manner consistent with the provisions of the Stipulation.

13           22.     **Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider  
14 all further matters arising out of or connected with the Settlement.

15           IT IS SO ORDERED.

16  
17 Dated: \_\_\_\_\_, 2024

\_\_\_\_\_  
The Honorable Susan Illston  
United States District Judge