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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

IN RE DOXIMITY, INC. SECURITIES
LITIGATION

Case No. 5:24-cv-02281-NW

~~PROPOSED~~ **JUDGMENT (AS
MODIFIED) APPROVING
CLASS ACTION SETTLEMENT**

Judge: Hon. Noël Wise
Courtroom: 3, Fifth Floor

WHEREAS, a securities class action is pending in this Court entitled *In re Doximity, Inc. Securities Litigation*, Case No. 5:24-cv-02281-NW (the “Action”);

WHEREAS, (a) Lead Plaintiff New York City District Council of Carpenters Pension Fund (“Lead Plaintiff”), on behalf of itself and the Settlement Class, and (b) Defendants Doximity, Inc. (“Doximity” or the “Company”) and Jeffrey Tangney (together, “Defendants”) have entered into the Stipulation and Agreement of Settlement dated December 24, 2025 (“Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (“Settlement”);

1 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the
2 same meanings as they have in the Stipulation;

3 WHEREAS, by Order dated February 25, 2026 (“Preliminary Approval Order”), this Court:
4 (a) found, pursuant to Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure, that it (i) would likely be
5 able to certify the Settlement Class for purposes of the Settlement and (ii) would likely be able to approve
6 the Settlement as fair, reasonable, and adequate under Rule 23(e)(2); (b) ordered that notice of the proposed
7 Settlement be provided to potential Settlement Class Members; (c) provided Settlement Class Members
8 with the opportunity to exclude themselves from the Settlement Class or to object to the proposed
9 Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

10 WHEREAS, due and adequate notice has been given to the Settlement Class;

11 WHEREAS, the Court conducted a hearing on June 10, 2026 (“Settlement Hearing”) to consider,
12 among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and
13 adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be
14 entered dismissing the Action with prejudice as against the Defendants; and

15 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and
16 proceedings held herein in connection with the Settlement, all oral and written comments received
17 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

18 NOW THEREFORE, IT IS HEREBY ORDERED:

19 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all
20 matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the
21 Settlement Class Members.

22 2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part
23 hereof: (a) the Stipulation filed with the Court on December 26, 2025; and (b) the Notice and Summary
24 Notice, both of which were filed with the Court on May 6, 2026.

25 3. **Class Certification for Settlement Purposes** – The Court hereby certifies, for the purposes
26 of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules
27 of Civil Procedure on behalf of the Settlement Class consisting of all persons who purchased or otherwise
28 acquired Doximity common stock from June 24, 2021 through August 8, 2023, inclusive (“Class Period”),

1 and were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) any current or
2 former Officers or directors of Doximity; (iii) the Immediate Family members of Defendant Tangney or
3 any current or former Officer or director of Doximity; (iv) any entity that any excluded person owns or
4 controls, or owned or controlled, during the Class Period; and (v) the successors or assigns of any such
5 excluded persons. Also excluded from the Settlement Class are the persons listed on Exhibit 1 hereto who
6 or which are excluded from the Settlement Class pursuant to request.

7 4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil
8 Procedure, and for the purposes of the Settlement only, the Court hereby appoints Lead Plaintiff as Class
9 Representative for the Settlement Class and appoints Lead Counsel Bernstein Litowitz Berger &
10 Grossmann LLP as Class Counsel for the Settlement Class. Lead Plaintiff and Lead Counsel have fairly
11 and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of
12 entering into and implementing the Settlement, and have satisfied the requirements of Federal Rules of
13 Civil Procedure 23(a)(4) and 23(g), respectively.

14 5. **Notice** – The Court finds that the dissemination of the Notice and the publication of the
15 Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order;
16 (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was
17 reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency
18 of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder);
19 (iii) Lead Counsel’s motion for attorneys’ fees and Litigation Expenses; (iv) their right to object to any
20 aspect of the Settlement, the Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees and
21 Litigation Expenses; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to
22 appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and
23 entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23
24 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause),
25 the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other
26 applicable law and rules.

27 6. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance
28 with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves

1 the Settlement set forth in the Stipulation in all respects (including, without limitation, the amount of the
2 Settlement, the Releases provided for therein, and the dismissal with prejudice of the claims asserted
3 against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and
4 adequate, and in the best interests of the Settlement Class. Specifically, the Court finds that (a) Lead
5 Plaintiff and Lead Counsel have adequately represented the Settlement Class; (b) the Settlement was
6 negotiated by the Parties at arm's length; (c) the relief provided for the Settlement Class under the
7 Settlement is adequate taking into account the costs, risks, and delay of trial and appeal, the proposed
8 means of distributing the Settlement Fund to the Settlement Class, and the proposed attorneys' fee award;
9 and (d) the Settlement treats members of the Settlement Class equitably relative to each other. The Parties
10 are directed to implement, perform, and consummate the Settlement in accordance with the terms and
11 provisions contained in the Stipulation.

12 7. The Action and all of the claims asserted against Defendants in the Action by Lead Plaintiff
13 and Settlement Class Members are hereby dismissed with prejudice as to all Defendants. The Parties shall
14 bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

15 8. **Post-Distribution Accounting** – Within 21 days after the settlement checks become stale
16 or, if no Settlement Class Members receive payment via check, all funds have been paid to Settlement
17 Class Members, cy pres beneficiaries, and others pursuant to the settlement agreement, the parties shall
18 file a Post-Distribution Accounting (and post it on the settlement website,
19 www.DoximitySecuritiesLitigation.com), which provides at least the following information:

- 20 (a) The total settlement fund,
21 (b) The total number of class members,
22 (c) The total number of Settlement Class Members to whom notice was sent and not
23 returned as undeliverable,
24 (d) The number and percentage of claim forms submitted,
25 (e) The number and percentage of opt-outs,
26 (f) The number and percentage of objections,
27 (g) The average, median, maximum, and minimum recovery per claimant,
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1 (h) The method(s) of notice and the method(s) of payment to Settlement Class
2 Members,

3 (i) The percentage of success for each method of notice and payment (if known),

4 (j) The number and value of checks not cashed,

5 (k) The amounts distributed to each cy pres recipient,

6 (l) The administrative costs,

7 (m) The attorney's fees and costs,

8 (n) The attorney's fees in terms of percentage of the settlement fund,

9 (o) Lead Counsel's updated lodestar total, and

10 (p) The lodestar multiplier.

11 9. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding
12 on Defendants, Lead Plaintiff, and all Settlement Class Members (regardless of whether or not any
13 individual Settlement Class Member submits a Claim or seeks or obtains a distribution from the Net
14 Settlement Fund), as well as their respective successors and assigns. The persons listed on Exhibit 1 hereto
15 are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation
16 or this Judgment.

17 10. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the
18 definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein.
19 The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

20 (a) Without further action by anyone, and subject to paragraph 10 below, upon the
21 Effective Date of the Settlement, Plaintiffs' Releasers shall be deemed to have, and by operation of law
22 and this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved,
23 relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and
24 the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of
25 the Released Plaintiffs' Claims against any of the Defendants' Releasees. This release shall not apply to
26 any person or entity listed on Exhibit 1 hereto.

27 (b) Without further action by anyone, and subject to paragraph 10 below, upon the
28 Effective Date of the Settlement, Defendants' Releasers shall be deemed to have, and by operation of law

1 and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved,
2 relinquished, waived, and discharged each and every Released Defendants' Claim against Lead Plaintiff
3 and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of
4 the Released Defendants' Claims against any of the Plaintiffs' Releasees. This release shall not apply to
5 any person or entity listed on Exhibit 1 hereto.

6 11. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment shall bar any action
7 by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

8 12. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective
9 counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil
10 Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

11 13. **No Admissions** – Neither this Judgment, the Stipulation, including the exhibits thereto and
12 the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court),
13 the Parties' mediation and subsequent Settlement, the communications and/or discussions leading to the
14 execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation,
15 and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall
16 be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be
17 evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect
18 to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been
19 asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any
20 other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the
21 Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants'
22 Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding,
23 other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall
24 be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence
25 of any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims
26 are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages
27 recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any
28 liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as

1 against any of the Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or
2 administrative action or proceeding, other than such proceedings as may be necessary to effectuate the
3 provisions of the Stipulation; or (c) shall be construed against any of the Releasees as an admission,
4 concession, or presumption that the consideration to be given hereunder represents the amount which could
5 be or would have been recovered after trial; *provided, however*, the Parties and the Releasees and their
6 respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability
7 granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

8 14. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this
9 Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration,
10 interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement
11 Fund; (c) any motion for attorneys' fees and/or Litigation Expenses by Lead Counsel in the Action that
12 will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion
13 to approve the Class Distribution Order; and (f) the Settlement Class Members for all matters relating to
14 the Action.

15 15. Separate orders shall be entered regarding approval of a plan of allocation and the motion
16 of Lead Counsel for attorneys' fees and Litigation Expenses. Such orders shall in no way affect or delay
17 the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

18 16. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation
19 or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered
20 null and void, and be of no further force and effect, except as otherwise provided by the Stipulation, and
21 this Judgment shall be without prejudice to the rights of Lead Plaintiff, the other Settlement Class
22 Members, and Defendants, and the Parties shall revert to their respective litigation positions in the Action
23 immediately prior to the execution of the Term Sheet on November 17, 2025, as provided in the Stipulation.

Exhibit 1

List of Persons and Entities Excluded from the Settlement Class Pursuant to Request

Number	Full Name	City and State
1	Emil Shakov	Toms River, NJ
2	Gilbert Dlugy, TTE and Monique Dlugy, TTE	Wilmington, NC

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