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Class*

[Additional Counsel Appear on Signature Page]

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

JONNIE HOMYK, et al.,

Plaintiffs,

v.

CHEMOCENTRYX, INC. et al.,

Defendants.

Master File No. 4:21-cv-03343-JST and  
related case, No. 4:21-cv-04357

**REVISED STIPULATION AND  
AGREEMENT OF SETTLEMENT**

1 This Revised Stipulation and Agreement of Settlement, dated as of May 15, 2026 (the  
2 “Stipulation”), is entered into between (a) Lead Plaintiff and Court-appointed Class Representative  
3 Indiana Public Retirement System (“Lead Plaintiff” or “Class Representative”), on behalf of itself  
4 and the Class (defined in ¶ 1(i) below); and (b) defendants ChemoCentryx, Inc. (“ChemoCentryx”  
5 or the “Company”) and Thomas J. Schall (“Schall” and with ChemoCentryx, “Defendants” and,  
6 together with Class Representative, the “Parties”). This Stipulation embodies the terms and  
7 conditions of the settlement of the above-captioned action (the “Action”) and supersedes and voids  
8 the Original Settlement Stipulation (as defined in ¶ 1(ff) below) and the Original Settlement (as  
9 defined in ¶ 1(gg) below). Subject to the approval of the Court and the terms and conditions  
10 expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise,  
11 settle, release, resolve, relinquish, waive, discharge, and dismiss with prejudice the Action and all  
12 claims asserted against Defendants therein, and all Released Plaintiff’s Claims as against all  
13 Defendants’ Releasees.<sup>1</sup>

14 WHEREAS:

15 A. The initial complaint in this action was filed on May 5, 2021. ECF No. 1. On  
16 January 28, 2022, the Honorable Jon S. Tigar appointed Indiana Public Retirement System as Lead  
17 Plaintiff and Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel for the potential Class.  
18 ECF No. 32.

19 B. On March 28, 2022, Lead Plaintiff filed the Amended Consolidated Class Action  
20 Complaint for Violations of Federal Securities Laws (the “Complaint”). ECF No. 47. In the  
21 Complaint, Lead Plaintiff alleges that Defendants ChemoCentryx and Schall violated of Sections  
22 10(b) the Securities Exchange Act of 1934 (the “Exchange Act”) and Securities and Exchange  
23 Commission Rule 10b-5, by making alleged misrepresentations concerning ChemoCentryx’s  
24 ADVOCATE study, the Company’s Phase 3 clinical trial of its vasculitis drug, avacopan, and the  
25 Company’s communications with the FDA related to the approval of avacopan. Lead Plaintiff  
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27 <sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed  
28 to them in ¶ 1 herein.

1 further asserts claims under Sections 20(a) and 20A of the Exchange Act against Defendant Schall,  
2 alleging that Schall controlled ChemoCentryx when the Company made the alleged misstatements  
3 concerning avacopan in violation of Section 20(a); and that he sold ChemoCentryx stock while in  
4 possession of material non-public information about avacopan, and that Lead Plaintiff and other  
5 Class Members purchased ChemoCentryx stock contemporaneously with those sales, in violation  
6 of Section 20A.

7 C. Defendants moved to dismiss the Complaint on May 19, 2022. ECF No. 50. On  
8 February 23, 2023, the Court issued an order granting in part and denying in part Defendants’  
9 motion to dismiss. ECF No. 61. Defendants filed their Answer to the Complaint on April 27, 2023.  
10 ECF No. 71.

11 D. On August 25, 2023, Lead Plaintiff filed a motion for class certification. ECF No.  
12 74. After full briefing and a hearing, on March 6, 2024, Judge Tigar issued an Order granting the  
13 motion and certifying the Class as defined in ¶ 1(i) below, appointing Lead Plaintiff as Class  
14 Representative for the Class, and appointing Lead Counsel as Class Counsel. ECF No. 131. On  
15 May 23, 2024, the United States Court of Appeals for the Ninth Circuit denied Defendants’ petition  
16 for leave to take an immediate appeal of the Court’s order certifying the Class pursuant to Rule  
17 23(f) of the Federal Rules of Civil Procedure.

18 E. The Parties conducted a private mediation in February 2024. No settlement was  
19 reached at that time.

20 F. On September 25, 2024, Class Representative filed an unopposed motion for Court  
21 approval of the Parties’ agreed form and manner of providing notice to the Class of the pendency  
22 of the class action. ECF No. 174. On October 17, 2024, the Court entered an Order granting Class  
23 Representative’s unopposed motion to approve the proposed form, content, and method for  
24 dissemination of the Notice of Pendency of Class Action (the “Class Notice”) and the Summary  
25 Notice of Pendency of Class Action. ECF No. 179 (the “Class Notice Order”).

26 G. Pursuant to the Class Notice Order, the Class Notice provided Class Members with  
27 the opportunity to request exclusion from the Class, explained that right, and set forth the deadline  
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1 and procedures for doing so. The Class Notice informed Class Members that if they chose to  
2 remain a member of the Class, they would “be legally bound by all determinations, orders, and  
3 judgments that the Court makes in the Action, whether favorable or unfavorable.”

4 H. The Class Notice was mailed to 35,220 potential Class Members beginning on  
5 November 13, 2024. The deadline for requesting exclusion from the Class pursuant to the Class  
6 Notice was January 14, 2025. Attached hereto as Appendix A is a list of the persons and entities  
7 who requested exclusion from the Class pursuant to the Class Notice.

8 I. During discovery, Defendants produced approximately 7.8 million pages of  
9 documents and dozens of third parties (including the FDA, Amgen Inc., and ChemoCentryx’s  
10 consultants, bankers, and former employees) produced tens of thousands of additional pages of  
11 documents. The Parties conducted 21 depositions of fact witnesses and 17 depositions of expert  
12 witnesses; and prepared and exchanged 24 expert reports.

13 J. On February 13, 2025, the Parties filed 11 *Daubert* motions. The Court heard oral  
14 argument on April 10, 2025, and decided those motions on May 21, 2025. ECF No. 275.

15 K. Class Representative filed a motion for partial summary judgment on May 8, 2025,  
16 and Defendants filed a motion for summary judgment on May 29, 2025. ECF Nos. 267, 279. The  
17 Court heard oral argument on those motions on August 7, 2025.

18 L. On August 15, 2025, the Court issued an Order granting Defendants’ motion for  
19 summary judgment and denying Class Representative’s motion as moot. ECF No. 345. On the  
20 same day, the Court issued its Judgment. ECF No. 346.

21 M. On September 12, 2025, Class Representative appealed the Court’s Order Granting  
22 Defendants’ Motion for Summary Judgment and Judgment to the Ninth Circuit Court of Appeals  
23 (“Ninth Circuit”). ECF No. 354. *See Indiana Public Ret. Sys. v. ChemoCentryx, Inc.* No. 25-5859  
24 (9th Cir.). On January 5, 2026, Class Representative filed its opening brief in support of its appeal.

25 N. On January 26, 2026, while Class Representative’s appeal was pending, the Parties  
26 executed a Memorandum of Understanding (“MOU”) reflecting an agreement in principle to settle  
27 all claims in this Action against Defendants and Defendants’ Releasees (defined below) in return  
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1 for a cash payment of \$35,000,000 for the benefit of the Class, subject to certain terms and  
2 conditions and the execution of a customary “long form” stipulation and agreement of settlement  
3 and related papers.

4 O. The Parties entered into the Original Settlement Stipulation dated March 9, 2026  
5 setting forth the terms and conditions of the Original Settlement of \$35,000,000, and on March 13,  
6 2026, the Class Representative filed a motion for preliminary approval of the Original Settlement.

7 P. On April 27, 2026, after the filing of Class Representative’s motion for preliminary  
8 approval of the Original Settlement, the Center for Drug Evaluation and Research (“CDER”) of  
9 the Food and Drug Administration (“FDA”) filed a public notice proposing the withdrawal of  
10 TAVNEOS (avacopan).

11 Q. The Parties dispute the significance of CDER’s announcement. Defendants  
12 disagree with CDER’s statements and do not believe the CDER proposal to withdraw TAVNEOS  
13 impacts the Court’s prior rulings. Further, Defendants note that CDER’s announcement does not  
14 withdraw TAVNEOS from the market, but instead commences a regulatory process pursuant to  
15 which any withdrawal of TAVNEOS would ultimately need to be approved by the FDA itself; that  
16 has not happened and TAVNEOS is still on the market. Defendants believe that TAVNEOS  
17 remains an important treatment option for patients with severe active ANCA-associated vasculitis.

18 R. Lead Plaintiff contends CDER’s statements in the announcement warranted an  
19 increase in the amount of the Settlement, including because they may have improved Lead  
20 Plaintiff’s possibility of success on the pending appeal of the Court’s Summary Judgment Order  
21 or otherwise.

22 S. Following CDER’s announcement, the Parties engaged in further negotiations  
23 culminating in this Revised Stipulation and Agreement of Settlement to settle all claims in this  
24 Action against Defendants and Defendants’ Releasees in return for a cash payment of \$69,000,000  
25 for the benefit of the Class.  
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1 T. This Stipulation (together with the exhibits hereto) reflects the final and binding  
2 agreement between the Parties and supersedes and voids the Original Settlement Stipulation and  
3 the Original Settlement.

4 U. Based upon their investigation, prosecution, and mediation of the case, Class  
5 Representative and Class Counsel have concluded that the terms and conditions of this Stipulation  
6 are fair, reasonable, and adequate to Class Representative and the other Class Members, and in  
7 their best interests. Based on Class Representative's direct oversight of the prosecution of this  
8 matter and with the advice of its counsel, Class Representative has agreed to settle and release the  
9 Released Plaintiff's Claims pursuant to the terms and provisions of this Stipulation, after  
10 considering, among other things: (a) the substantial financial benefit that Class Representative and  
11 the other Class Members will receive under the proposed Settlement; and (b) the significant risks  
12 and costs of continued litigation and trial.

13 V. This Stipulation constitutes a compromise of all matters that are in dispute among  
14 the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden,  
15 and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and  
16 this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or  
17 concession on the part of any Defendant with respect to any claim or allegation of, any fault or  
18 liability or wrongdoing or damages whatsoever, or any infirmity in the defenses that Defendants  
19 have, or could have, asserted. Defendants expressly deny that Class Representative has asserted  
20 any valid claims as to any of them, and expressly deny any and all allegations of fault, liability,  
21 wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or  
22 deemed to be evidence of or an admission or concession on the part of Class Representative of any  
23 infirmity in any of the claims asserted in the Action, or an admission or concession that any of the  
24 Defendants' defenses to liability had any merit.

25 NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Class  
26 Representative (individually and on behalf of all other Class Members) and Defendants, by and  
27 through their respective undersigned attorneys and subject to the approval of the Court pursuant  
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1 to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing  
2 to the Parties from the Settlement, all Released Plaintiff's Claims as against the Defendants'  
3 Releasees and all Released Defendants' Claims as against the Plaintiff's Releasees shall be settled  
4 and released, upon and subject to the terms and conditions set forth below.

5 **DEFINITIONS**

6 1. As used in this Stipulation and any exhibits attached hereto and made a part hereof,  
7 the following capitalized terms shall have the following meanings:

8 (a) "Action" means the securities class action in the matter titled *Homyk v.*  
9 *ChemoCentryx, Inc.*, Master File No. 4:21-cv-03343-JST in the U.S. District Court for the  
10 Northern District of California, and includes all actions consolidated therein.

11 (b) "Alternate Judgment" means a form of final judgment that may be entered  
12 by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

13 (c) "Authorized Claimant" means a Class Member who submits a Claim to the  
14 Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

15 (d) "ChemoCentryx" or the "Company" means ChemoCentryx, Inc.

16 (e) "Claim" means a paper claim submitted on a Claim Form or an electronic  
17 claim that is submitted to the Claims Administrator.

18 (f) "Claim Form" or "Proof of Claim Form" means the form, substantially in  
19 the form attached hereto as Exhibit 3 to Exhibit A, that a Claimant must complete and submit  
20 should that Claimant seek to share in a distribution of the Net Settlement Fund.

21 (g) "Claimant" means a person or entity that submits a Claim to the Claims  
22 Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

23 (h) "Claims Administrator" means Kroll Settlement Administration LLC, the  
24 firm retained by Class Counsel and approved by the Court in connection with Class Notice, subject  
25 to the continuing approval of the Court, to provide all notices approved by the Court to potential  
26 Class Members and to administer the Settlement.

1 (i) “Class” means the Class certified by the Court’s Opinion and Order dated  
2 March 6, 2024 (ECF No. 131). Specifically, the Class consists of all persons who purchased or  
3 otherwise acquired the common stock of ChemoCentryx between November 26, 2019 and May 6,  
4 2021, inclusive, and were damaged thereby. Excluded from the Class are (a) Defendants; (b) their  
5 respective successors and assigns; (c) the past and current executive officers and directors of  
6 Defendants; (d) the Immediate Family Members of Defendant Thomas J. Schall; and (e) the legal  
7 representatives, heirs, successors, or assigns of any excluded person, and any entity in which any  
8 of the above excluded persons have or had a direct or controlling ownership interest, and the legal  
9 representatives, heirs, successors-in-interest or assigns of any such excluded persons or entities.  
10 Also excluded from the Class are (a) the persons and entities who excluded themselves from the  
11 Class pursuant to the Class Notice as set forth in ECF No. 187-5 (attached hereto as Appendix A),  
12 except that such persons or entities may choose to participate in the Settlement by providing  
13 appropriate notice to the Claims Administrator of their desire to opt back into the Class by the opt-  
14 in deadline; and (b) if, and only if, the Court in its discretion requires an additional opportunity to  
15 request exclusion from the Class in connection with the Settlement, any additional persons and  
16 entities who request exclusion from the Class in connection with the Settlement (“Future Excluded  
17 Persons,” as defined in ¶ 1(z) herein).

18 (j) “Class Counsel” or “Lead Counsel” means Bernstein Litowitz Berger &  
19 Grossmann LLP.

20 (k) “Class Distribution Order” means an order entered by the Court authorizing  
21 and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized  
22 Claimants.

23 (l) “Class Member” means each person or entity that is a member of the Class.

24 (m) “Class Notice” means the Notice of Pendency of Class Action dated  
25 November 15, 2024.

26 (n) “Class Period” means the period from November 26, 2019 through May 6,  
27 2021, inclusive.

1 (o) “Class Representative” or “Lead Plaintiff” means Indiana Public  
2 Retirement System.

3 (p) “Complaint” means the Amended Consolidated Class Action Complaint for  
4 Violations of Federal Securities Laws filed by Class Representative in the Action on March 28,  
5 2022.

6 (q) “Court” means the United States District Court for the Northern District of  
7 California.

8 (r) “Defendants” means ChemoCentryx and Thomas J. Schall.

9 (s) “Defendants’ Counsel” means Latham & Watkins LLP.

10 (t) “Defendants’ Releasees” means (i) Defendants, (ii) each of their respective  
11 past, present and future Immediate Family Members (for individuals) and each of their direct or  
12 indirect parent entities, subsidiaries, related entities and affiliates, any trust of which Defendant  
13 Thomas J. Schall is the settler or which is for the benefit of any Defendant and/or member(s) of  
14 his family, (iii) Amgen, Inc., and (iv) for any of the entities included in (i), (ii) or (iii), their  
15 respective past, present and future general partners, limited partners, principals, shareholders, joint  
16 venturers, parent entities, subsidiaries, related entities and affiliates, members, officers, directors,  
17 managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors,  
18 accountants, financial advisors, professional advisors, investment bankers, representatives,  
19 insurers, trustees, trustors, agents, attorneys (including Defendants’ counsel and all other counsel  
20 who have represented any current or former Defendant in the Action), professionals, parents,  
21 predecessors, successors, assigns, heirs, executors, administrators, estates, beneficiaries,  
22 foundations and any controlling person thereof, in their capacities as such, and any entity in which  
23 a Defendant has a controlling interest.

24 (u) “Effective Date” with respect to the Settlement means the first date by  
25 which all of the events and conditions specified in ¶ 32 of this Stipulation have been met and have  
26 occurred or have been waived.

1 (v) “Escrow Account” means an account maintained at Citigroup, N.A. wherein  
2 the Settlement Amount shall be deposited and held in escrow under the control of Class Counsel.

3 (w) “Escrow Agent” means Citigroup, N.A.

4 (x) “Escrow Agreement” means the agreement between Class Counsel and the  
5 Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow  
6 Account.

7 (y) “Final,” with respect to the Judgment or, if applicable, the Alternate  
8 Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time  
9 provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, *i.e.*,  
10 thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment  
11 or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding  
12 on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal,  
13 the expiration of the time to file a petition for a writ of certiorari or other form of review, or the  
14 denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is  
15 granted, the date of final affirmance following review pursuant to that grant. However, any appeal  
16 or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect  
17 to (i) attorneys’ fees, costs, or expenses, or (ii) the plan of allocation of Settlement proceeds (as  
18 submitted or subsequently modified), shall not in any way delay or preclude a judgment from  
19 becoming Final.

20 (z) “Future Excluded Persons” means, if and only if the Court permits a second  
21 opportunity for Class Members to request exclusion from the Class, any persons and entities who  
22 exclude themselves by submitting a request for exclusion as directed in the Settlement Notice and  
23 whose requests are accepted by the Court.

24 (aa) “Immediate Family Members” means as defined in 17 C.F.R § 229.404,  
25 Instructions 1(a)(iii) and 1(b)(ii), children, stepchildren, parents, stepparents, spouses, siblings,  
26 mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and  
27 any persons (other than a tenant or employee) sharing the household.

1 (bb) “Judgment” means the final judgment, substantially in the form attached  
2 hereto as Exhibit B, to be entered by the Court approving the Settlement.

3 (cc) “Litigation Expenses” means costs and expenses incurred in connection  
4 with commencing, prosecuting, and settling the Action, for which Class Counsel intends to apply  
5 to the Court for payment from the Settlement Fund.

6 (dd) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes;  
7 (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court;  
8 (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the  
9 Court.

10 (ee) “Notice and Administration Costs” means the costs, fees, and expenses that  
11 are incurred by the Claims Administrator and/or Class Counsel in connection with: (i) providing  
12 notices to the Class of the Settlement (including, but not limited to, the costs associated with the  
13 Class Notice, Postcard Notice, and Settlement Notice); and (ii) administering the Settlement,  
14 including but not limited to the Claims process, as well as the costs, fees, and expenses incurred  
15 in connection with the Escrow Account.

16 (ff) “Original Settlement Stipulation” means the March 9, 2026 Stipulation and  
17 Agreement of Settlement entered into between the Parties that set forth the terms and conditions  
18 of the proposed Original Settlement, which is void and superseded by this Stipulation.

19 (gg) “Original Settlement” means the proposed settlement entered into pursuant  
20 to the Original Settlement Stipulation and all associated exhibits filed in connection with the March  
21 13, 2026 Motion for Preliminary Approval of Settlement, which is void and superseded by this  
22 Stipulation.

23 (hh) “Parties” means Defendants and Class Representative, on behalf of itself  
24 and the Class.

25 (ii) “Plaintiff’s Releasees” means (i) Lead Plaintiff and the members of the  
26 Class, and (ii) each of their respective past, present and future family members, and their respective  
27 past, present and future general partners, limited partners, principals, shareholders, joint venturers,  
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1 members, officers, directors, managers, managing directors, supervisors, employees, contractors,  
2 consultants, experts, auditors, accountants, financial advisors, professional advisors, investment  
3 bankers, representatives, insurers, trustees, trustors, agents, attorneys (including Lead Counsel and  
4 all other counsel who have represented any current or former plaintiff or proposed putative class  
5 in the Action), professionals, parents, predecessors, successors, assigns, heirs, executors,  
6 administrators, estates, beneficiaries, foundations and any controlling person thereof, in their  
7 capacities as such.

8 (jj) “Plan of Allocation” means the proposed plan of allocation of the Net  
9 Settlement Fund set forth in the Settlement Notice. Any plan of allocation is not part of the  
10 Stipulation and Defendants’ Releasees shall not have any responsibility or liability with respect  
11 thereto. Any order or proceeding relating to the Plan of Allocation (or any other plan of allocation  
12 proposed in the Action and/or approved by the Court) shall not operate to terminate or cancel this  
13 Stipulation or affect the finality of the Judgment.

14 (kk) “Postcard Notice” means the postcard notice of the Settlement, substantially  
15 in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed to Class  
16 Members.

17 (ll) “Preliminary Approval Order” means the order, substantially in the form  
18 attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement  
19 and directing that notice of the Settlement be provided to the Class.

20 (mm) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15  
21 U.S.C. § 78u-4, as amended.

22 (nn) “Released Claims” means all Released Defendants’ Claims and all Released  
23 Plaintiff’s Claims.

24 (oo) “Released Defendants’ Claims” means all claims (including “Unknown  
25 Claims” as defined in ¶ 1(zz)), disputes, demands, liabilities, losses, rights, and causes of action of  
26 any nature whatsoever, obligations, sums of money due, judgments, suits, amounts, matters, issues  
27 and charges of any kind whatsoever (including, but not limited to, any claims for interest,  
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1 attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities  
2 whatsoever) of every nature and description whatsoever, whether in law or in equity, that have  
3 been or could have been asserted in the Action or could in the future be asserted in any forum,  
4 whether foreign or domestic, whether arising under federal, state, common, or foreign law, by the  
5 Defendants' Releasees or any of them against Class Representative, members of the Class, or Class  
6 Counsel (including, but not limited to, any of its current and former partners or employees), which:  
7 (a) arise out of or relate in any way to the institution, prosecution, assertion, settlement, or  
8 resolution of the Action (except for claims to enforce the settlement) or (b) relate to conduct of, or  
9 acts undertaken by, Class Representative or Class Counsel (including any attorney or other  
10 professional who was employed at, retained by, or assisting Class Counsel at the time) during the  
11 prosecution or investigation of the Action (including those relating to or arising from any  
12 communications between Lead Plaintiff and/or Lead Counsel and any U.S. or foreign  
13 governmental regulator regarding avacopan, New Drug Application # 214487, ChemoCentryx, or  
14 Amgen, Inc. relating to the subject matter of the claims and/or defenses in this Action) or any  
15 claims asserted in the Action; including without limitation any claims for defamation, slander, or  
16 libel.

17 (pp) "Released Plaintiff's Claims" means all claims (including "Unknown  
18 Claims" as defined in ¶ 1(z)), disputes, demands, losses, liabilities, rights, damages, losses,  
19 actions or causes of action, obligations, sums of money due, judgments, suits, amounts, matters,  
20 issues and charges of any kind whatsoever (including, but not limited to, any claims for interest,  
21 attorneys' fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities  
22 whatsoever) of every nature and description whatsoever, whether in law or in equity, that have  
23 been or could have been asserted in the Action or could in the future be asserted in any forum,  
24 whether foreign or domestic, whether arising under federal, state, common, or foreign law, by  
25 Class Representative, any member of the Class, or their respective successors, assigns, parents,  
26 affiliates, executors, administrators, representatives, attorneys, and agents, in their capacities as  
27 such, whether brought directly or indirectly against any of the Defendants' Releasees, that (a) arise  
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1 out of, are based on, or relate in any way to any of the allegations, claims, disclosures, acts,  
2 transactions, facts, events, circumstances, matters, occurrences, conduct, failures to act,  
3 statements, representations or omissions involved, set forth, alleged or referred to in the Action (or  
4 any complaint filed in the Action) or which could have been alleged or referred to in the Action,  
5 and (b) arise out of, are based on, or relate to the purchase or acquisition of ChemoCentryx  
6 common stock during the Class Period. “Released Plaintiff”s’ Claims” does not, however, include  
7 (i) any claims to enforce the settlement; or (ii) any claims of any person or entity that is excluded  
8 from the Class.

9 (qq) “Releasee(s)” means each and any of the Defendants’ Releasees and each  
10 and any of the Plaintiff’s Releasees.

11 (rr) “Releases” means the releases set forth in ¶¶ 5-6 of this Stipulation.

12 (ss) “Settlement” means the settlement between Class Representative and  
13 Defendants on the terms and conditions set forth in this Stipulation.

14 (tt) “Settlement Amount” means \$69,000,000 (sixty-nine million U.S. dollars)  
15 in cash to be paid to the Escrow Agent by wire transfer pursuant to ¶ 8 of this Stipulation.

16 (uu) “Settlement Fund” means the Settlement Amount plus any and all interest  
17 earned thereon and which may be reduced by payments or deductions as provided herein or by  
18 Court order.

19 (vv) “Settlement Hearing” means the hearing set by the Court under Rule  
20 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

21 (ww) “Settlement Notice” means the Notice of (I) Proposed Class Action  
22 Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses,  
23 substantially in the form attached hereto as Exhibit 2 to Exhibit A, which is to be posted on the  
24 case website and mailed and/or emailed to Class Members upon request.

25 (xx) “Summary Settlement Notice” means the Summary Notice of (I) Proposed  
26 Class Action Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and  
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1 Litigation Expenses, substantially in the form attached hereto as Exhibit 4 to Exhibit A, to be  
2 published as set forth in the Preliminary Approval Order.

3 (yy) “Taxes” means: (i) all federal, state, and/or local taxes of any kind  
4 (including any interest or penalties thereon) on any income earned by the Settlement Fund; and  
5 (ii) the expenses and costs incurred by Class Counsel in connection with determining the amount  
6 of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of  
7 tax attorneys and accountants).

8 (zz) “Unknown Claims” means any and all Released Plaintiff’s Claims against  
9 the Defendants’ Releasees that Class Representative, Class Counsel, or any Class Member does  
10 not know or suspect to exist in his, her, their, or its favor at the time of their release, and any and  
11 all Released Defendants’ Claims against the Plaintiff’s Releasees that any Defendant does not  
12 know or suspect to exist in his, her, their, or its favor at the time of their release, including without  
13 limitation those that, if known might have affected in any way his, her, their, or its decision(s) with  
14 respect to the settlement or the releases. With respect to any and all Released Claims, the Parties  
15 agree that, upon the Effective Date of the Settlement, Class Representative and each Defendant  
16 shall expressly waive, and each Class Member shall be deemed to have waived, and by operation  
17 of the judgment shall have waived, any and all provisions, rights, and benefits conferred by any  
18 law of any state or territory of the United States, or principle of common law, which is similar,  
19 comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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

23 Class Representative, other Class Members, and Defendants may hereafter discover facts, legal  
24 theories, or authorities in addition to or different from those which any of them now knows or  
25 believes to be true with respect to the subject matter of the Released Claims, but Class  
26 Representative, each Class Member, and Defendants shall be deemed to have settled and released,  
27 and upon the Effective Date and by operation of the Judgment have settled and released, fully,  
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1 finally, and forever, any and all Released Claims, as applicable, without regard to the subsequent  
2 discovery or existence of such different or additional facts, legal theories, or authorities. Class  
3 Representative and Defendants acknowledge, and each of the other Class Members shall be  
4 deemed by operation of law to have acknowledged, that the foregoing waiver was separately  
5 bargained for and a key element of the Settlement.

6 (aaa) “Website” means the website created specifically for the Action in  
7 connection with the Class Notice, [www.ChemoCentryxSecuritiesLitigation.com](http://www.ChemoCentryxSecuritiesLitigation.com), on which the  
8 Settlement Notice and Claim Form, as well as other information related to the Settlement, will be  
9 posted.

10 **PRELIMINARY APPROVAL OF SETTLEMENT**

11 2. No later than ten (10) business days following execution of this Stipulation, Class  
12 Representative will move for preliminary approval of the Settlement, authorization to provide  
13 notice of the Settlement to the Class, and the scheduling of a hearing for consideration of final  
14 approval of the Settlement. Concurrently with the motion for preliminary approval, Class  
15 Representative shall apply to the Court for entry of the Preliminary Approval Order, substantially  
16 in the form attached hereto as Exhibit A. Defendants will agree to the Preliminary Approval Order  
17 if it is substantially in the form attached hereto as Exhibit A, otherwise complies with and does not  
18 contravene the terms of this Stipulation and the MOU, and otherwise complies with and does not  
19 contravene all applicable court and federal rules of procedure.

20 3. In connection with the motion for preliminary approval of the Settlement, the  
21 Parties agree to request that the Court not permit a second opportunity for Class Members to  
22 request exclusion from the Class. However, the Settlement is not contingent on the Court’s  
23 decision regarding whether or not a second opportunity to request exclusion shall be permitted.

24 **RELEASE OF CLAIMS**

25 4. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the  
26 full and final disposition of the Action against Defendants; and (b) the Releases provided for  
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1 herein. The Releases contained in this section were separately bargained for and are essential  
2 elements of the Settlement as embodied in this Stipulation.

3 5. In consideration of the payment of the Settlement Amount, upon final judicial  
4 approval of the Settlement, Class Representative shall dismiss the Action with prejudice. Pursuant  
5 to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon  
6 the Effective Date of the Settlement, Class Representative and each of the other Class Members,  
7 on behalf of themselves, and their respective heirs, executors, administrators, predecessors,  
8 successors, assigns, parents, affiliates, representatives, attorneys, and agents, in their capacities as  
9 such, shall be deemed to have, and by operation of law and of the Judgment or the Alternate  
10 Judgment, if applicable, shall have, fully, finally, and forever compromised, settled, released,  
11 resolved, relinquished, waived, and discharged each and every Released Plaintiff's Claim  
12 (including, without limitation, Unknown Claims) against Defendants and the other Defendants'  
13 Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released  
14 Plaintiff's Claims directly or indirectly against any of the Defendants' Releasees.

15 6. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further  
16 action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves,  
17 and their respective heirs, executors, administrators, predecessors, successors, assigns, parents,  
18 affiliates, representatives, attorneys, and agents, in their capacities as such, shall be deemed to  
19 have, and by operation of law and of the Judgment shall have, fully, finally, and forever  
20 compromised, settled, released, resolved, relinquished, waived, and discharged each and every  
21 Released Defendants' Claim against Class Representative and the other Plaintiff's Releasees, and  
22 shall forever be barred and enjoined from prosecuting any or all of the Released Defendants'  
23 Claims directly or indirectly against any of the Plaintiff's Releasees. This Release shall not apply  
24 to: (i) any person or entity who previously submitted a request for exclusion from the Class in  
25 connection with Class Notice as set forth on Appendix 1 hereto and does not opt back into the  
26 Class as directed in the Notice; or (ii) any Future Excluded Persons.

1 7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment, or the Alternate Judgment,  
2 if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this  
3 Stipulation or the Judgment, or Alternate Judgment, if applicable.

4 **THE SETTLEMENT CONSIDERATION**

5 8. In consideration of the full and complete settlement of the Released Plaintiff's  
6 Claims against Defendants and the other Defendants' Releasees, Defendants shall pay or cause to  
7 be paid the Settlement Amount into the Escrow Account no later than thirty (30) business days  
8 after preliminary approval of the Settlement. Class Counsel has previously provided Defendants'  
9 Counsel with all information necessary to effectuate a transfer of funds to the Escrow Account,  
10 including: (a) wiring instructions on Class Counsel's firm's or bank letterhead that include the  
11 bank name and ABA routing number, account name and number, and (b) a signed Form W-9  
12 reflecting a valid taxpayer identification number for the qualified settlement fund in which the  
13 Settlement Amount is to be deposited. Defendants shall have no obligation to pay any additional  
14 amounts beyond the Settlement Amount other than to pay for the costs of issuing and administering  
15 the CAFA notice, as provided in ¶ 20 below. Defendants shall not be required to refund or repay  
16 the taxable costs that the Court awarded to them as prevailing parties pursuant to Fed. R. Civ. P.  
17 54(d) and 28 U.S.C. §§ 1920, 1924.

18 **USE OF SETTLEMENT FUND**

19 9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any reasonable Notice  
20 and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys'  
21 fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance  
22 remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to  
23 Authorized Claimants as provided in ¶¶ 18-30 below.

24 10. Except as provided herein or pursuant to orders of the Court, the Net Settlement  
25 Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow  
26 Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction  
27 of the Court until such time as the funds shall be distributed or returned pursuant to the terms of  
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1 this Stipulation and/or further order of the Court. At the written direction of Class Counsel, the  
2 Escrow Agent shall invest any funds in the Escrow Account exclusively in instruments or accounts  
3 backed by the full faith and credit of the United States Government or fully insured by the United  
4 States Government or an agency thereof, including a United States Treasury Fund or bank account  
5 that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”), or  
6 (b) secured by instruments backed by the full faith and credit of the United States Government.  
7 The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in  
8 similar instruments or accounts at their then-current market rates. Defendants and any other  
9 Defendants’ Releasees shall have no responsibility for, interest in, or liability whatsoever with  
10 respect to investment decisions executed by the Escrow Agent. All risks related to the investment  
11 of the Settlement Fund shall be borne solely by the Settlement Fund.

12       11. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement  
13 Fund within the meaning of Treasury Regulation § 1.468B-1 and that Class Counsel, as  
14 administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),  
15 shall be solely responsible for filing or causing to be filed all informational and other tax returns  
16 as may be necessary or appropriate (including, without limitation, the returns described in Treasury  
17 Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel shall also be responsible for  
18 causing payment to be made from the Settlement Fund of any Taxes owed with respect to the  
19 Settlement Fund. Defendants’ Releasees shall not have any liability, obligation, or responsibility  
20 for any such Taxes or the payment of such Taxes. Upon written request, Defendants will provide  
21 to Class Counsel the statement described in Treasury Regulation § 1.468B-3(e). Class Counsel, as  
22 administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),  
23 shall timely make such elections as are necessary or advisable to carry out this paragraph,  
24 including, as necessary, making a “relation back election,” as described in Treasury Regulation §  
25 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable  
26 date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection  
27 therewith.

1           12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or  
2 caused to be paid, by Class Counsel and without further order of the Court. Any tax returns  
3 prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with  
4 the previous paragraph and in all events shall reflect that all Taxes on the income earned by the  
5 Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants'  
6 Releasees shall have no responsibility or liability for the acts or omissions of Class Counsel, its  
7 agents, or anyone else with respect to the payment of Taxes, as described herein.

8           13. The Settlement is not a claims-made settlement. Upon the occurrence of the  
9 Effective Date, no Defendant, other Defendants' Releasee, or any other person or entity that paid  
10 any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or  
11 any portion thereof for any reason whatsoever, including, without limitation, the number of Claims  
12 submitted, the collective amount of Recognized Claims of Authorized Claimants (as defined in the  
13 Plan of Allocation), the percentage of recovery of losses, or the amounts to be paid to Authorized  
14 Claimants from the Net Settlement Fund.

15           14. Prior to the Effective Date of the Settlement, Class Counsel may pay from the  
16 Escrow Account, without further approval from Defendants or further order of the Court, all Notice  
17 and Administration Costs actually incurred and paid or payable, up to five hundred thousand  
18 dollars (\$500,000). Additional reasonable Notice and Administration Costs may be paid prior to  
19 the Effective Date of the Settlement upon order of the Court with an opportunity for Defendants  
20 to be heard. After the Effective Date of the Settlement, Class Counsel may pay from the Escrow  
21 Account, without further approval from Defendants or further order of the Court, all Notice and  
22 Administration Costs actually incurred and paid or payable. Notice and Administration Costs shall  
23 include, without limitation, the actual costs of printing and mailing the Class Notice, Postcard  
24 Notice, Settlement Notice, and Claim Form, developing and updating the Website and posting the  
25 Settlement Notice and Claim Form, publishing the Summary Settlement Notice, reimbursements  
26 to nominee owners for searching and providing the names/addresses of Class Members for noticing  
27 or forwarding the Class Notice, Postcard Notice, Settlement Notice, and Claim Form directly to  
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1 their beneficial owners, the administrative expenses incurred and fees charged by the Claims  
2 Administrator in connection with providing notice and administering the Settlement (including  
3 processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the  
4 Settlement is terminated pursuant to the terms of this Stipulation, all reasonable Notice and  
5 Administration Costs paid or incurred shall not be returned or repaid to Defendants, any of the  
6 other Defendants' Releasees, or any other person or entity who or which paid any portion of the  
7 Settlement Amount.

8 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

9 15. Class Counsel will apply to the Court for an award of attorneys' fees to be paid  
10 solely from (and out of) the Settlement Fund. Class Counsel will also apply to the Court for  
11 payment of Litigation Expenses to be paid solely from (and out of) the Settlement Fund. Class  
12 Counsel's application for attorneys' fees and/or Litigation Expenses is not the subject of any  
13 agreement between Defendants and Class Representative other than what is set forth in this  
14 Stipulation.

15 16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be  
16 paid to Class Counsel from the Settlement Fund within five (5) business days of the award (other  
17 than any withholding that the Court may impose), notwithstanding the existence of any timely  
18 filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or  
19 any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments  
20 to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement  
21 Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of  
22 any appeal or further proceedings on remand, or successful collateral attack, the award of  
23 attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or  
24 reversing the award has become Final. Class Counsel shall make the appropriate refund or  
25 repayment in full no later than (i) thirty (30) calendar days after Class Counsel's receipt from the  
26 Court of notice of any order that reduces or reverses any award of attorneys' fees and/or Litigation  
27 Expenses, or (ii) fourteen (14) calendar days after receipt of appropriate payment instructions for  
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1 the return of such funds, whichever is later. An award of attorneys' fees and/or Litigation Expenses  
2 is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein.  
3 Neither Class Representative nor Class Counsel may cancel or terminate the Settlement based on  
4 this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation  
5 Expenses. Class Counsel's fee and expense application shall be treated by the Court separately  
6 from the fairness, reasonableness, and adequacy of this Stipulation and the associated Settlement.  
7 An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation  
8 and is not a condition of the Settlement embodied herein.

9       17. Defendants and other Defendants' Releasees shall have no responsibility for or  
10 liability whatsoever with respect to any payment to Class Counsel from the Settlement Fund and/or  
11 the allocation of the award of attorneys' fees or Litigation Expenses. The attorneys' fees and  
12 Litigation Expenses that are awarded to Class Counsel shall be payable solely from the Escrow  
13 Account. No Defendant or other Defendants' Releasees shall have responsibility for payment of  
14 such fees or expenses beyond the obligation of Defendants to cause the Settlement Amount to be  
15 funded.

16                                   **NOTICE AND SETTLEMENT ADMINISTRATION**

17       18. As part of the Preliminary Approval Order, Class Counsel shall seek reappointment  
18 of Kroll Settlement Administration LLC ("Kroll") as the Claims Administrator. Kroll was  
19 previously approved by the Court to serve as the administrator in connection with the  
20 dissemination of Class Notice. ECF No. 179. The Claims Administrator shall administer the  
21 Settlement, including but not limited to the process of receiving, reviewing, and approving or  
22 denying Claims, under Class Counsel's supervision and subject to the jurisdiction of the Court.  
23 None of the Defendants, nor any of the other Defendants' Releasees, shall have any involvement  
24 in or any responsibility, authority, or liability whatsoever for the selection of the Claims  
25 Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or  
26 disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or  
27 entity, including, but not limited to, Class Representative, any other Class Members, or Class  
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1 Counsel in connection with the foregoing. Defendants and Defendants’ Counsel shall cooperate in  
2 the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

3 19. In accordance with the terms of the Preliminary Approval Order to be entered by  
4 the Court, Class Counsel shall cause the Claims Administrator to mail and/or email the Postcard  
5 Notice to those Class Members as may be identified through reasonable effort, including those  
6 previously identified in connection with Class Notice. Class Counsel shall also cause the Claims  
7 Administrator to post the Settlement Notice and Claim Form on the Website and cause the Claims  
8 Administrator to have the Summary Settlement Notice published in accordance with the terms of  
9 the Preliminary Approval Order to be entered by the Court.

10 20. No later than ten (10) calendar days following the filing of this Stipulation with the  
11 Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C.  
12 § 1715, et seq. (“CAFA”). Defendants are solely responsible for the costs of the CAFA notice and  
13 administering the CAFA notice. No later than seven (7) days before the Settlement Hearing,  
14 Defendants shall cause to be served on Class Counsel and filed with the Court proof of Defendants’  
15 compliance with the notice requirements of CAFA.

16 21. The Claims Administrator shall receive Claims and determine first, whether the  
17 Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share  
18 of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared  
19 to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation  
20 set forth in the Settlement Notice attached hereto as Exhibit 2 to Exhibit A, or in such other plan  
21 of allocation as the Court approves).

22 22. The Plan of Allocation proposed in the Settlement Notice is not a necessary term  
23 of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this  
24 Stipulation that any particular plan of allocation be approved by the Court. It is understood and  
25 agreed by the Parties that the Plan of Allocation is not a part of the Stipulation and is to be  
26 considered by the Court separately from the Court’s consideration of the fairness, reasonableness,  
27 and adequacy of the Settlement, and any order or proceeding by the Court or any appellate court  
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1 relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect  
2 or delay the finality of the Judgment or the Settlement. Class Representative and Class Counsel  
3 may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any  
4 appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this  
5 Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement with or  
6 liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of  
7 allocation.

8         23. Any Class Member who does not submit a valid Claim will not be entitled to receive  
9 any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of  
10 this Stipulation and the Settlement, including the terms of the Judgment or the Alternate Judgment,  
11 if applicable, to be entered in the Action and the Releases provided for herein and therein, and will  
12 be permanently barred and enjoined from bringing any action, claim, or other proceeding of any  
13 kind against the Defendants and other Defendants' Releasees with respect to the Released  
14 Plaintiff's Claims in the event that the Effective Date occurs with respect to the Settlement.

15         24. Class Counsel shall be responsible for supervising the administration of the  
16 Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No  
17 Defendant nor any other Defendants' Releasees shall be permitted to review, contest, or object to  
18 any Claim or any decision of the Claims Administrator or Class Counsel with respect to accepting  
19 or rejecting any Claim for payment. Class Counsel shall have the right, but not the obligation, to  
20 waive what it deems to be formal or technical defects in any Claims submitted in the interests of  
21 achieving substantial justice.

22         25. For purposes of determining the extent, if any, to which a Class Member shall be  
23 entitled to be treated as an Authorized Claimant, the following conditions shall apply:

24                 (a) Each Claimant shall be required to submit a Claim in paper form,  
25                 substantially in the form attached hereto as Exhibit 3 to Exhibit A, or in electronic form, in  
26                 accordance with the instructions for the submission of such Claims, and supported by such  
27                 documents as are designated therein, including proof of the Claimant's loss, or such other  
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1 documents or proof as the Claims Administrator or Class Counsel, in their discretion, may  
2 deem acceptable;

3 (b) All Claims must be submitted by the date set by the Court in the Preliminary  
4 Approval Order and specified in the notices. Any Class Member who fails to submit a  
5 Claim by such date shall be forever barred from receiving any distribution from the Net  
6 Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court  
7 providing that such Class Member's Claim is accepted), but shall in all other respects be  
8 bound by all of the terms of this Stipulation and the Settlement, including the terms of the  
9 Judgment or Alternate Judgment, if applicable, and the Releases provided for herein and  
10 therein, and will be permanently barred and enjoined from bringing any action, claim, or  
11 other proceeding of any kind against any Defendants or other Defendants' Releasees with  
12 respect to any Released Plaintiff's Claim. Provided that it is mailed by the claim-  
13 submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if  
14 received with a postmark indicated on the envelope and if mailed by first-class mail and  
15 addressed in accordance with the instructions thereon. In all other cases, the Claim Form  
16 shall be deemed to have been submitted on the date when actually received by the Claims  
17 Administrator;

18 (c) Each Claim shall be submitted to and reviewed by the Claims Administrator  
19 who shall determine in accordance with this Stipulation and the plan of allocation the  
20 extent, if any, to which each Claim shall be allowed, subject to review by the Court  
21 pursuant to subparagraph (e) below as necessary;

22 (d) Claims that do not meet the submission requirements may be rejected. Prior  
23 to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with  
24 the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies  
25 in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in  
26 writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole  
27 or in part, setting forth the reasons therefor, and shall indicate in such notice that the  
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1 Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant  
2 so desires and complies with the requirements of subparagraph (e) below; and

3 (e) If any Claimant whose Claim has been rejected in whole or in part desires  
4 to contest such rejection, the Claimant must, within twenty (20) days after the date of  
5 mailing of the notice required in subparagraph (d) above, or a lesser time period if the  
6 Claim was untimely, serve upon the Claims Administrator a notice and statement of  
7 reasons indicating the Claimant's grounds for contesting the rejection along with any  
8 supporting documentation, and requesting a review thereof by the Court. If a dispute  
9 concerning a Claim cannot be otherwise resolved, Class Counsel shall thereafter present  
10 the request for review to the Court.

11 26. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court  
12 with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery  
13 under the Federal Rules of Civil Procedure, provided, however, that such investigation and  
14 discovery shall be limited to that Claimant's status as a Class Member and the validity and amount  
15 of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the  
16 Settlement in connection with the processing of Claims.

17 27. Class Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class  
18 Distribution Order: (a) approving the Claims Administrator's administrative determinations  
19 concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any  
20 unpaid administration fees and expenses associated with the administration of the Settlement from  
21 the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net  
22 Settlement Fund to Authorized Claimants from the Escrow Account.

23 28. Payment pursuant to the Class Distribution Order shall be final and conclusive  
24 against all Claimants. All Class Members whose Claims are not approved by the Court for payment  
25 shall be barred from participating in distributions from the Net Settlement Fund, but otherwise  
26 shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the  
27 Judgment or Alternate Judgment, if applicable, to be entered in this Action and the Releases  
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1 provided for herein and therein, and will be permanently barred and enjoined from bringing any  
2 action against any and all Defendants and other Defendants' Releasees with respect to any and all  
3 of the Released Plaintiff's Claims.

4 29. No person or entity shall have any claim against Class Representative, Class  
5 Counsel, the Claims Administrator, or any other agent designated by Class Counsel, or Defendants  
6 or other Defendants' Releasees and/or their respective counsel, arising from distributions made  
7 substantially in accordance with this Stipulation, the plan of allocation approved by the Court, or  
8 any order of the Court. Class Representative and Defendants, and their respective counsel, and  
9 Class Representative's damages expert and all other Releasees shall have no liability whatsoever  
10 for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of  
11 allocation, or the determination, administration, calculation, or payment of any claim or  
12 nonperformance of the Claims Administrator, the payment or withholding of taxes (including  
13 interest and penalties) owed by the Settlement Fund, or any losses incurred in connection  
14 therewith.

15 30. All proceedings with respect to the administration, processing, and determination  
16 of Claims and the determination of all controversies relating thereto, including disputed questions  
17 of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the  
18 Court. All Class Members, other Claimants, and parties to the Settlement expressly waive trial by  
19 jury (to the extent any such right may exist) and any right of appeal or review with respect to such  
20 determinations.

21 **TERMS OF THE JUDGMENT**

22 31. If the Settlement contemplated by this Stipulation is approved by the Court, Class  
23 Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in  
24 the form attached hereto as Exhibit B.

25 **CONDITIONS OF SETTLEMENT AND EFFECT OF**  
26 **DISAPPROVAL, CANCELLATION, OR TERMINATION**

27 32. The Effective Date of the Settlement shall be deemed to occur on the first business  
28 day on which all of the following have occurred or been waived:

1 (a) the Court has entered the Preliminary Approval Order, substantially in the  
2 form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

3 (b) the Settlement Amount has been deposited into the Escrow Account in  
4 accordance with the provisions of ¶ 8 above;

5 (c) Defendants have not exercised their option to terminate the Settlement  
6 pursuant to the provisions of this Stipulation;

7 (d) Class Representative has not exercised its option to terminate the Settlement  
8 pursuant to the provisions of this Stipulation;

9 (e) the Court has approved the Settlement as described herein, following notice  
10 to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure,  
11 and entered the Judgment, or the Court has entered an Alternate Judgment and none of the  
12 Parties seeks to terminate the Settlement; and

13 (f) the Judgment or Alternate Judgment has become Final.

14 33. Upon the occurrence of all of the events referenced in ¶ 32 above, any and all  
15 remaining interest or right of Defendants in or to the Settlement Fund shall be absolutely and  
16 forever extinguished and the Releases herein shall be effective.

17 34. If (i) Defendants exercise their right to terminate the Settlement as provided in this  
18 Stipulation; (ii) Class Representative exercises its right to terminate the Settlement as provided in  
19 this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the  
20 Settlement otherwise fails to occur, then:

21 (a) The Settlement and the relevant portions of this Stipulation shall be  
22 canceled and terminated;

23 (b) Class Representative and Defendants shall revert to their respective  
24 positions in the Action immediately before the execution of the MOU on January 26, 2026;

25 (c) Neither Class Representative nor Defendants will use or rely on any  
26 statement, document, admission, or agreement concerning the Settlement and/or settlement  
27 discussions in the Action;

1 (d) The terms and provisions of this Stipulation, with the exception of this ¶ 34  
2 and ¶¶ 14, 16, 38, and 59 shall have no further force and effect with respect to the Parties  
3 and shall not be used in the Action or in any other proceeding for any purpose, and any  
4 Judgment, or Alternate Judgment, if applicable, or order entered by the Court in accordance  
5 with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

6 (e) Within three (3) business days after joint written notification of termination  
7 is sent by Defendants’ Counsel and Class Counsel to the Escrow Agent, the Settlement  
8 Fund (including accrued interest thereon, and change in value as a result of the investment  
9 of the Settlement Fund, and any funds received by Class Counsel consistent with ¶ 16  
10 above), less any reasonable and documented Notice and Administration Costs actually  
11 incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the  
12 Escrow Agent to Defendants (or such other persons or entities as Defendants may direct).  
13 In the event that the funds received by Class Counsel consistent with ¶ 16 above have not  
14 been refunded to the Settlement Fund within the three (3) business days specified in this  
15 paragraph, those funds shall be refunded by the Escrow Agent to Defendants (or such other  
16 persons or entities as Defendants may direct) immediately upon their deposit into the  
17 Escrow Account consistent with ¶ 16 above.

18 35. It is further stipulated and agreed that Class Representative and Defendants shall  
19 each have the right to terminate the Settlement and this Stipulation, by providing written notice of  
20 their election to do so (“Termination Notice”) to the other Parties to this Stipulation within thirty  
21 (30) days of: (a) the Court’s final refusal to enter the Preliminary Approval Order in any material  
22 respect; (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the  
23 Court’s final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date  
24 upon which the Judgment is modified or reversed in any material respect by the United States  
25 Court of Appeals for the Ninth Circuit or the United States Supreme Court, or (e) the date upon  
26 which an Alternate Judgment is modified or reversed in any material respect by the United States  
27 Court of Appeals for the Ninth Circuit or the United States Supreme Court, and the provisions of  
28

1 ¶ 34 above shall apply. However, any decision or proceeding, whether in this Court or any  
2 appellate court, with respect to an application for attorneys’ fees or Litigation Expenses or with  
3 respect to any plan of allocation shall not be considered material to the Settlement, shall not affect  
4 the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for  
5 termination of the Settlement.

6 36. In addition to the grounds set forth in ¶ 35 above, and only in the event that the  
7 Court provides a second opportunity for Class Members to request exclusion from the Class in  
8 connection with the Settlement, Defendants shall have the right to terminate the Settlement in the  
9 event that Future Excluded Persons meet the condition in the Parties’ supplemental agreement  
10 (“Supplemental Agreement”), in accordance with the terms of that agreement. The Supplemental  
11 Agreement, which is being executed concurrently herewith, shall not be publicly filed with the  
12 Court and its terms shall not be publicly disclosed in any other manner (other than the statements  
13 herein and in the Settlement Notice, to the extent necessary, or as otherwise provided in the  
14 Supplemental Agreement). Class Representative shall submit the Supplemental Agreement to the  
15 Court under seal in connection with its motion for preliminary approval of the Settlement and will  
16 request that the Court afford it confidential treatment. Notwithstanding the foregoing, in the event  
17 that the Court requires disclosure to the Class of the Supplemental Agreement, in whole or in part,  
18 the Parties will comply and will not void the Settlement on that basis. In the event that the Court  
19 does not provide for a second opportunity for Class Members to exclude themselves from the Class  
20 in connection with the Settlement, Defendants will have no right to terminate the Settlement  
21 pursuant to this paragraph.

22 37. Class Representative shall also have the option to terminate the Settlement in the  
23 event that the Settlement Amount has not been paid as provided for in ¶ 8 above, by providing  
24 written notice of the election to terminate to Defendants’ Counsel. This remedy is not exclusive;  
25 Class Representative also has the option to enforce the terms of the Settlement, including  
26 Defendants’ obligations under ¶ 8.

**NO ADMISSION OF WRONGDOING**

1  
2 38. Neither this Stipulation (whether or not consummated), including the exhibits  
3 hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be  
4 approved by the Court), the MOU, the Parties’ mediations and subsequent Settlement, the  
5 communications and/or discussions leading to the execution of this Stipulation or the MOU, nor  
6 any proceedings taken pursuant to or in connection with this Stipulation or MOU and/or approval  
7 of the Settlement (including any arguments proffered in connection therewith):

8 (a) shall be offered against any of the Defendants’ Releasees as evidence of, or  
9 construed as, or deemed to be evidence of any presumption, concession, or admission by  
10 any of the Defendants’ Releasees with respect to the truth of any fact alleged by Class  
11 Representative or the validity or infirmity of any claim that was or could have been asserted  
12 or the deficiency of any defense that has been or could have been asserted in this Action or  
13 in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any  
14 kind of any of the Defendants’ Releasees, or in any way referred to for any other reason as  
15 against any of the Defendants’ Releasees, in any arbitration proceeding or other civil,  
16 criminal, or administrative action or proceeding, other than such proceedings as may be  
17 necessary to effectuate the provisions of this Stipulation;

18 (b) shall be offered against any of the Plaintiff’s Releasees as evidence of, or  
19 construed as, or deemed to be evidence of any presumption, concession, or admission by  
20 any of the Plaintiff’s Releasees that any of their claims are without merit, that any of the  
21 Defendants or the other Defendants’ Releasees had meritorious defenses, or that damages  
22 recoverable under the Complaint would not have exceeded the Settlement Amount, or with  
23 respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred  
24 to for any other reason as against any of the Plaintiff’s Releasees, in any arbitration  
25 proceeding or other civil, criminal, or administrative action or proceeding, other than such  
26 proceedings as may be necessary to effectuate the provisions of this Stipulation; or  
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1 (c) shall be construed against any of the Releasees as an admission, concession,  
2 or presumption that the consideration to be given hereunder represents the amount which  
3 could be or would have been recovered after trial;

4 *provided, however,* that if this Stipulation is approved by the Court, the Parties and the Releasees  
5 and their respective counsel may refer to it to effectuate the protections from liability granted  
6 hereunder or otherwise to enforce the terms of the Settlement.

7 **MISCELLANEOUS PROVISIONS**

8 39. All of the exhibits attached hereto are hereby incorporated by reference as though  
9 fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or  
10 inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto,  
11 the terms of the Stipulation shall prevail.

12 40. Defendants warrant that, as to the payments made or to be made on behalf of them,  
13 at the time of entering into this Stipulation and at the time of such payment they, or to the best of  
14 their knowledge any persons or entities contributing to the payment of the Settlement Amount,  
15 were not insolvent, nor will the payment required to be made by or on behalf of them render them  
16 insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code,  
17 including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not  
18 by their counsel.

19 41. In the event of the entry of a final order of a court of competent jurisdiction  
20 determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf  
21 of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and  
22 any portion thereof is required to be returned, and such amount is not promptly deposited into the  
23 Settlement Fund within ten (10) business days by others, then, at the election of Class  
24 Representative, Class Representative and Defendants shall jointly move the Court to vacate and  
25 set aside the Releases given and the Judgment or Alternate Judgment, if applicable, entered in  
26 favor of Defendants and the other Defendants' Releasees pursuant to this Stipulation, in which  
27 event the Releases and Judgment, or Alternate Judgment, if applicable, shall be null and void, and  
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1 the Parties shall be restored to their respective positions in the Action as provided in ¶ 34 above  
2 and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to  
3 the Settlement Fund and less any reasonable Notice and Administration Costs actually incurred,  
4 paid, or payable) shall be returned as provided in ¶ 34 above.

5 42. The Parties intend this Stipulation and the Settlement to be a final and complete  
6 resolution of all disputes asserted or which could be asserted by Class Representative and any other  
7 Class Members against Defendants and the other Defendants' Releasees with respect to the  
8 Released Plaintiff's Claims. Class Representative and Defendants agree that each has complied  
9 fully with the requirements of Rule 11 of the Federal Rules of Civil Procedure, and the proposed  
10 Judgment will contain a statement to reflect this compliance. The Parties agree that the amount  
11 paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the  
12 Parties, including through a mediation process supervised and conducted by Greg Danilow of  
13 Phillips ADR Enterprises, and reflect that the Settlement was reached voluntarily after extensive  
14 negotiations and consultation with experienced legal counsel, who were fully competent to assess  
15 the strengths and weaknesses of their respective clients' claims or defenses.

16 43. Any of Defendants and the other Defendants' Releasees may file this Stipulation  
17 and/or the Judgment from this Action in any other action brought against them in order to support  
18 a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good  
19 faith settlement, judgment bar, or reduction, or any theory of claim preclusion or issue preclusion  
20 or similar defense or counterclaim available at law or in equity.

21 44. The terms of the Settlement, as reflected in this Stipulation, may not be modified  
22 or amended, nor may any of its provisions be waived, except by a writing signed on behalf of both  
23 Class Representative and Defendants (or their successors-in-interest).

24 45. The headings herein are used for the purpose of convenience only and are not meant  
25 to have legal effect.

26 46. The administration and consummation of the Settlement as embodied in this  
27 Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the  
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1 purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Class  
2 Counsel and enforcing the terms of this Stipulation, including approval of the Plan of Allocation  
3 (or such other plan of allocation as may be approved by the Court) and the distribution of the Net  
4 Settlement Fund to Class Members.

5 47. The waiver by one Party of any breach of this Stipulation by any other Party shall  
6 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

7 48. This Stipulation and its exhibits and the Supplemental Agreement constitute the  
8 entire agreement among Class Representative and Defendants concerning the Settlement. All  
9 Parties acknowledge that no other agreements, representations, warranties, or inducements have  
10 been made by any Party hereto concerning this Stipulation, its exhibits or the Supplemental  
11 Agreement other than those contained and memorialized in such documents.

12 49. This Stipulation and the Supplemental Agreement may be executed in one or more  
13 counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the  
14 signature transmitted via email. All executed counterparts and each of them shall be deemed to be  
15 one and the same instrument.

16 50. This Stipulation and the Supplemental Agreement shall be binding upon and inure  
17 to the benefit of the successors and assigns of the Parties, including any and all Releasees and any  
18 corporation, partnership, or other entity into or with which any Party hereto may merge,  
19 consolidate, or reorganize. The Original Settlement Stipulation and Original Settlement are void,  
20 and this Stipulation supersedes the Original Settlement Stipulation.

21 51. The construction, interpretation, operation, effect, and validity of this Stipulation,  
22 the Supplemental Agreement, and all documents necessary to effectuate the Settlement shall be  
23 governed by the law of the State of California without regard to any principles of conflicts of laws,  
24 except to the extent that federal law requires that federal law govern.

25 52. Any action arising under or to enforce this Stipulation or any portion thereof, shall  
26 be commenced and maintained only in the Court.

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

5           54. All counsel and any other person executing this Stipulation and any of the exhibits  
6 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
7 to do so and that they have the authority to take appropriate action required or permitted to be  
8 taken pursuant to the Stipulation to effectuate its terms. Class Counsel is also expressly authorized  
9 to enter into any modifications or amendments to the Stipulation on behalf of the Class which  
10 Class Counsel deems appropriate.

11           55. Class Counsel and Defendants' Counsel agree to cooperate fully with one another  
12 in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in  
13 this Stipulation, and to use best efforts to promptly agree upon and execute all such other  
14 documentation as may be reasonably required to obtain final approval by the Court of the  
15 Settlement.

16           56. Without further order of the Court, the Parties may agree to reasonable extensions  
17 of time to carry out any of the provisions of this Stipulation.

18           57. If any Party is required to give notice to another Party under this Stipulation, such  
19 notice shall be in writing and shall be deemed to have been duly given upon receipt of hand  
20 delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided  
21 as follows:

22       If to Class Representative or Class  
23       Counsel:

**BERNSTEIN LITOWITZ BERGER  
& GROSSMANN LLP**  
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2121 Avenue of the Stars, Suite 2575  
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jonathanu@blbglaw.com

1 If to Defendants or Defendants'  
2 Counsel:

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Tel: (858) 523-5400  
Colleen.smith@lw.com

13 58. Except as otherwise provided herein, each Party shall bear its own costs.

14 59. Whether or not the Stipulation is approved by the Court and whether or not the  
15 Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use  
16 their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts,  
17 documents signed, and proceedings in connection with the Stipulation confidential, except where  
18 disclosure may be required by law.

19 60. All agreements made and orders entered during the course of this Action including  
20 the Stipulated Protective Order (ECF No. 69) and the MOU that relate to the confidentiality of  
21 information and limitation of use of information, documents, or communications, including,  
22 among other things, communications between Lead Plaintiff and/or Lead Counsel and any U.S. or  
23 foreign governmental regulator, shall survive the Settlement and continue to be effective and  
24 irrevocable. For the avoidance of doubt, this provision includes the obligation of each Party to  
25 return or destroy all documents or electronic data in its or its representatives' possession that the  
26 opposing Party produced to it in this Action in accordance with the Stipulated Protective Order.

1 The Parties reserve all rights, and release none in this Stipulation, regarding any subsequent  
2 disclosure of their protected information by the opposing Party or its representatives.

3 61. No opinion or advice concerning the tax consequences of the proposed Settlement  
4 to individual Class Members is being given or will be given by the Parties or their counsel; nor is  
5 any representation or warranty in this regard made by virtue of this Stipulation. Each Class  
6 Member’s tax obligations, and the determination thereof, are the sole responsibility of the Class  
7 Member, and it is understood that the tax consequences may vary depending on the particular  
8 circumstances of each individual Class Member.

9 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed,  
10 by their duly authorized attorneys, as of May 15, 2026.

11 **BERNSTEIN LITOWITZ BERGER**  
12 **& GROSSMANN LLP**

13 

14 \_\_\_\_\_  
Jonathan D. Uslander (Bar No. 256898)  
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17 -and-

18  
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28

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***Counsel for Defendants ChemoCentryx, Inc. and Thomas J. Schall***

#3724155

# **Appendix A**

### **Requests for Exclusion Received**

1. Petrus Bekker  
Haiku, HI
2. RA Capital Healthcare Fund, L.P.  
Boston, MA