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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

| | | | |
|----|----------------------------|---|---|
| 16 | Coordination Proceeding |) | Case No. JCCP 4960 |
| 17 | Special Title Rule (3.550) |) | |
| 18 | SNAP INC. SECURITIES CASES |) | STIPULATION OF SETTLEMENT |
| 19 | _____ |) | Judge: Honorable Elihu M. Berle |
| 20 | |) | Dept: 6 |
| 21 | This Document Relates To: |) | Coordinated Actions: |
| 22 | ALL ACTIONS. |) | <i>Hsieh, et al. v. Snap Inc., et al.</i> , No. BC669394, CA Super. Ct., Cty. of Los Angeles |
| 23 | _____ |) | <i>Iuso v. Snap Inc., et al.</i> , No. 17CIV03710, CA Super. Ct., Cty. of San Mateo |

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13 [Additional counsel appear on signature page.]

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA

15 COUNTY OF LOS ANGELES

16 Coordination Proceeding
Special Title Rule (3.550)

) Case No. JCCP 4960

) STIPULATION OF SETTLEMENT

18 SNAP INC. SECURITIES CASES

) Judge: Honorable Elihu M. Berle
) Dept: 6

) Coordinated Actions:

20 This Document Relates To:

) *Hsieh, et al. v. Snap Inc., et al.*, No. BC669394,
) CA Super. Ct., Cty. of Los Angeles

22 ALL ACTIONS.

) *Iuso v. Snap Inc., et al.*, No. 17CIV03710,
) CA Super. Ct., Cty. of San Mateo

1 This Stipulation of Settlement (the “Stipulation”), dated April 23, 2020, is made and entered into
2 by and between Plaintiffs Joseph Iuso, Chenghsin D. Hsieh and Wei C. Hsieh, on behalf of themselves
3 and each member of the Settlement Class (as defined below) (“Plaintiffs”), and Defendants Snap Inc.
4 (“Snap” or the “Company”), Evan Spiegel, Robert Murphy, Andrew Vollero, Imran Khan, Joanna
5 Coles, A.G. Lafley, Mitchell Lasky, Michael Lynton, Stanley Meresman, Scott D. Miller, and
6 Christopher Young (collectively, the “Snap Defendants”), and Morgan Stanley & Co. LLC, Goldman
7 Sachs & Co. LLC, J.P. Morgan Securities LLC, Deutsche Bank Securities Inc., Barclays Capital Inc.,
8 Credit Suisse Securities (USA) LLC, and Allen & Company LLC (the “Underwriter Defendants”)
9 (collectively, with the Snap Defendants, the “Defendants,” and together with Plaintiffs, the “Parties”),
10 by and through their respective counsel of record in the Action (as defined below). This Stipulation is
11 intended by the Parties to fully, finally and forever resolve, dismiss with prejudice the Action, and
12 discharge and settle the Plaintiffs’ Released Claims and the Defendants’ Released Claims, upon the
13 terms and subject to the conditions hereof, and subject to the approval of the Court and the approval by
14 the Federal Court of the settlement in the Federal Action.¹

15 **I. THE LITIGATION**

16 Currently pending before the Superior Court of the State of California, County of Los Angeles
17 (“Court”) are two coordinated class actions alleging securities law violations: (1) *Hsieh v. Snap Inc.*,
18 No. BC669394 (Cal. Super. Ct., Cty. of Los Angeles) (“*Hsieh Action*”); and (2) *Iuso v. Snap Inc.*, No.
19 17CIV03710 (Cal. Super. Ct., Cty. of San Mateo) (“*Iuso Action*”).

20 Plaintiffs Chenghsin D. Hsieh and Wei C. Hsieh commenced the *Hsieh Action* on July 25, 2017
21 in the Los Angeles Superior Court alleging violations of the Securities Act of 1933 (the “Securities
22 Act”) for claims under §§11, 12(a)(2) and 15 against the Defendants. The complaint in the *Hsieh*
23 *Action* claims that Snap’s Registration Statement and Prospectus were false because they allegedly
24 failed to disclose the following material information relating to Snap’s financial condition: (1) Snap
25 was experiencing slow growth in its Daily Active User rate and was being adversely affected by
26 Instagram; (2) a purported whistleblower complaint, filed by former employee Anthony Pompliano,

27 ¹ The Federal Action, *In re Snap Inc. Securities Litigation*, No. 2:17-cv-03679-SVW-AGR (C.D.
28 Cal.), filed May 16, 2017, is being settled concurrently with this Action.

1 raised questions regarding false growth metrics used by Snap executives; and (3) Snap faced substantial
2 liability in connection with a potential patent-infringement action by iFrame Canada Ltd. and its
3 successors. Plaintiffs allege that when the purportedly concealed information came to light between
4 May and July 2017, Snap's stock price declined to nearly \$14.00 per share.

5 On July 27, 2017, Defendants removed the *Hsieh* Action to Federal Court. On August 29, 2017,
6 the Federal Court *sua sponte* remanded the *Hsieh* Action for lack of jurisdiction.

7 On November 15, 2017, pursuant to the parties' stipulation, the Court stayed the *Hsieh* Action
8 pending the U.S. Supreme Court's issuance of a decision in *Cyan, Inc. v. Beaver County Employees*
9 *Retirement Fund*, No. 15-1439 (U.S.). On March 20, 2018, the U.S. Supreme Court issued a decision in
10 *Cyan*, holding that state courts have subject matter jurisdiction over class actions under the Securities
11 Act.

12 Following the issuance of the *Cyan* decision, Defendants moved to stay the *Hsieh* Action in
13 favor of the related action in Federal Court or, in the alternative, to dismiss due to inconvenient forum
14 based on Snap's forum-selection clause. The plaintiffs in the *Hsieh* Action opposed the motion. By
15 order dated August 16, 2018, the Court stayed the coordinated *Hsieh* Action pending the resolution of
16 the Federal Action.

17 On August 14, 2017, Joseph Iuso commenced the *Iuso* Action in San Mateo Superior Court.
18 The *Iuso* Action was brought as a class action on behalf of all persons who purchased Snap common
19 stock pursuant or traceable to the IPO and alleged only violations of §11 of the Securities Act.
20 Moreover, unlike the *Hsieh* Action, the complaint in the *Iuso* Action focused solely on the Registration
21 Statement's purported misstatement of the stock-based compensation to be incurred by Snap following
22 the IPO.

23 On August 17, 2017, Defendants removed the *Iuso* Action to the United States District Court for
24 the Northern District of California. On August 24, 2017, Iuso moved to remand. On August 25, 2017,
25 Defendants moved to transfer the *Iuso* Action to the United States District Court for the Central District
26 of California. Iuso did not oppose transfer and on September 27, 2017, it was transferred to the Central
27 District of California. On November 21, 2017, the Federal Court granted Iuso's motion to remand the
28 *Iuso* Action to San Mateo Superior Court.

1 On December 19, 2017, Defendants petitioned the Judicial Council of California to coordinate
2 the *Hsieh* Action with the *Iuso* Action. On February 22, 2018, the Judicial Council granted the petition
3 and ordered that both cases be coordinated in the Los Angeles Superior Court. The coordinated
4 proceeding was assigned to this Court under the caption *Snap Inc. Securities Cases*, JCCP No. 4960
5 (the “JCCP Proceeding”).

6 On June 1, 2018, pursuant to the parties’ stipulation, the Court stayed the JCCP Proceeding
7 pending litigation in the Delaware Court of Chancery, captioned *Sciabacucchi v. Salzberg*, No. 2017-
8 0931, relating to the validity of mandatory forum-selection clauses in the Company’s certificate of
9 incorporation with regard to Securities Act claims.

10 On December 19, 2018, the Delaware Court of Chancery issued its decision in *Sciabacucchi*,
11 finding forum-selection clauses in certificates of incorporation to be invalid and contrary to the federal
12 regime to the extent they sought to regulate Securities Act claims. *See Sciabacucchi v. Salzberg*,
13 No. 2017-0931-JTL, 2018 Del. Ch. LEXIS 578, at *2-*4, *15 (Del. Ch. Dec. 19, 2018). The Court of
14 Chancery’s ruling was subsequently reversed by the Delaware Supreme Court. *Salzberg v.*
15 *Sciabacucchi*, No. 346 2019, 2020 Del. LEXIS 100, at *1 (Del. Mar. 18, 2020).

16 By order dated January 17, 2019, the Court vacated the stay in the JCCP Proceeding. On
17 February 19, 2019, Defendants filed a motion to stay the JCCP Proceeding in favor of the Federal
18 Action. Defendants also filed a demurrer to the complaint in the coordinated *Iuso* Action. On
19 February 25, 2019, instead of opposing the demurrer on the merits, the plaintiff in the coordinated *Iuso*
20 Action filed an amended complaint. On April 10, 2019, the Court ordered the *Iuso* Action and the
21 JCCP Proceeding stayed until the next status conference set for July 29, 2019, and it extended the stay
22 at subsequent status conferences.

23 In September 2019, the parties in both this Action and in the Federal Action began mediation-
24 related discussions and ultimately selected the Hon. Layn R. Phillips (Ret.) as the mediator. On
25 September 13, 2019, the parties submitted confidential mediation statements concerning the legal and
26 factual issues in the two actions.

27 On October 15, 2019, the parties participated in a full-day formal mediation conducted by the
28 Hon. Layn R. Phillips. Following the mediation session and additional negotiations amongst all parties,

1 the mediator advised the parties on January 17, 2020, that all parties had accepted a mediator's
2 proposal. The parties then entered into a Term Sheet on January 24, 2020.

3 **II. PLAINTIFFS' CLAIMS AND THE BENEFIT OF THE SETTLEMENT**

4 Plaintiffs and their counsel believe that the Settlement set forth in this Stipulation confers
5 considerable benefits upon the Settlement Class by obtaining a substantial recovery for the Settlement
6 Class and eliminating the risk of no recovery or a much smaller recovery. Plaintiffs and their counsel
7 have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to
8 Plaintiffs and the Settlement Class and in their best interests, and Plaintiffs have agreed to settle the
9 claims brought against Defendants in the Action pursuant to the terms and provisions of this
10 Stipulation. Nothing in this Stipulation or any other aspect of the Settlement is or shall be construed as
11 or deemed to be evidence of an admission or concession on the part of Plaintiffs of any infirmity in the
12 claims asserted in this Action.

13 The Parties believe that their respective positions in the Action were and are meritorious and
14 well founded. However, Plaintiffs and their counsel are mindful of the inherent difficulties in gathering
15 evidence, including documents and other information to prove their allegations, and obtaining a
16 recovery in an action such as this. Plaintiffs and their counsel also have taken into account the
17 uncertainties and the risks of litigation, especially in complex actions such as this Action, as well as
18 certain limited discovery.

19 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

20 Defendants have denied and continue to deny all allegations of any wrongdoing or liability
21 against them whatsoever arising out of any of the conduct, statements, acts or omissions alleged, or that
22 could have been alleged, in the Action. Neither the Settlement nor any of the terms of this Stipulation
23 shall constitute an admission or finding of any fault, liability, wrongdoing, or damages whatsoever or
24 any infirmity in the defenses that Defendants have, or could have, asserted. In addition, neither the
25 Settlement nor any of the terms of this Stipulation shall constitute an admission or concession by
26 Defendants regarding the appropriateness of certifying a class in this Action. Defendants are entering
27 into this Stipulation solely to eliminate the uncertainty, burden, and expense of further litigation and
28 have determined that it is desirable and beneficial to them that the Action be settled in the manner and

1 upon the terms and conditions set forth in this Stipulation. Nonetheless, recognizing the costs,
2 distraction and the attendant uncertainty and risks of litigation, and without conceding the merit of any
3 of the claims asserted by Plaintiffs and the Settlement Class or of any lack of merit of any of their
4 defenses, Defendants have agreed, pursuant to the terms of this Stipulation, to settle all claims that were
5 or could have been asserted in this Action.

6 **IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT**

7 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between
8 Plaintiffs, on behalf of themselves and the members of the Settlement Class, and each of them, and
9 Defendants, by and through their respective undersigned counsel or attorneys of record, subject to
10 approval of the Court pursuant to California Code of Civil Procedure §382, in consideration of the
11 benefits flowing to the Parties from the Settlement set forth herein, that the Action and the Plaintiffs’
12 Released Claims and Defendants’ Released Claims shall be finally and fully compromised, settled and
13 released, and the Action shall be dismissed with prejudice, as to all Parties and Released Defendants’
14 Parties, upon and subject to the terms and conditions of this Stipulation.

15 **1. Definitions**

16 As used in this Stipulation and in addition to the above defined terms, the following terms have
17 the meanings specified below:

18 1.1 “Action” or “Actions” means this consolidated action styled, *Snap Inc. Securities Cases*,
19 JCCP No. 4960 (CA Superior Ct., Cty. of Los Angeles).

20 1.2 “Authorized Claimant” means any member of the Settlement Class who is a Claimant
21 and whose claim for recovery has been allowed pursuant to the terms of this Stipulation or by order of
22 the Court.

23 1.3 “Claimant” means any Settlement Class Member who files a Proof of Claim in such
24 form and manner, and within such time, as the Court shall prescribe.

25 1.4 “Claims Administrator” means the firm of JND Legal Administration, which shall
26 administer the Settlement.

27 1.5 “Defendants’ Claims” means all claims and causes of action of every nature and
28 description, whether arising under federal, state, local, common, statutory, administrative, or foreign

1 law, or any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether
2 foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether
3 matured or unmatured, whether direct, representative, class, or individual in nature that arise out of or
4 relate in any way to the institution, prosecution, or settlement of the Plaintiffs' Claims against
5 Defendants.

6 1.6 "Defendants' Counsel" means the law firms of Wilson Sonsini Goodrich & Rosati and
7 O'Melveny & Myers, LLP.

8 1.7 "Defendants' Released Claims" means Defendants' Claims, whether they are known
9 claims or Unknown Claims (as defined below). Defendants' Released Claims shall not include any
10 claims relating to the enforcement of the Settlement.

11 1.8 "Effective Date" means the first date by which all of the events and conditions specified
12 in ¶8.1 of this Stipulation have been met and have occurred.

13 1.9 "Escrow Agent" means Robbins Geller Rudman & Dowd LLP.

14 1.10 "Federal Action" means *In re Snap Inc. Securities Litigation*, No. 2:17-cv-03679-SVW-
15 AGR (C.D. Cal.).

16 1.11 "Federal Court" means the United States District Court for the Central District of
17 California.

18 1.12 "Federal Plaintiffs' Counsel" means Kessler Topaz Meltzer & Check, LLP.

19 1.13 "Final" means: (1) both this Court and the Federal Court have entered judgments
20 approving the Settlement in this Action and the settlement of the Federal Action in all material respects,
21 including, but not limited to, *inter alia*: (a) certifying classes for settlement purposes only, (b) approving
22 the scope of the releases, and (c) ordering the Clerk of the Courts to enter final judgments, respectively;
23 and (2) the judgments have been affirmed in all respects on any appeal or review or are no longer
24 subject to appeal or review; provided, however, that, notwithstanding any provision to the contrary in
25 this Settlement, "Final" does not mean that this Court and the Federal Court have approved the
26 attorneys' fees and the expenses sought by plaintiffs' counsel in those actions or that any orders solely
27 related thereto are no longer subject to further appeal or waiver.

28

1 1.14 “Judgment” means the Judgment and Order Granting Final Approval of Class Action
2 Settlement to be entered by this Court, substantially in the form attached hereto as Exhibit B or in such
3 other form as may be approved in writing by all of the Parties acting by and through their respective
4 counsel of record in the Action.

5 1.15 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action, which
6 is to be posted on the Settlement website, substantially in the form attached hereto as Exhibit A-2.

7 1.16 “Notice Ads” means the social media campaign conducted contemporaneously with the
8 mailing of the Postcard Notice through appropriate social media platforms jointly selected by the Parties
9 utilizing the media ads substantially in the forms attached hereto as Exhibit A-4, for a duration of at
10 least 60 days.

11 1.17 “Parties” means collectively Defendants and Plaintiffs.

12 1.18 “Person” means an individual, corporation, partnership, limited partnership, association,
13 joint stock company, estate, legal representative, trust, unincorporated association, government or any
14 political subdivision or agency thereof, and any business or legal entity and their spouses, heirs,
15 predecessors, successors, representatives or assigns.

16 1.19 “Plaintiffs’ Claims” means all claims, demands, rights, and causes of action, or liabilities
17 of every nature and description, whether arising under federal, state, local, common, statutory,
18 administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, whether fixed or
19 contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or
20 unliquidated, whether matured or unmatured, whether direct, representative, class, or individual in
21 nature that (a) Plaintiffs or any other Settlement Class Member: (i) asserted in the Action and/or the
22 Federal Action or (ii) could have asserted in any court or forum that arise out of or are based upon any
23 of the allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in
24 the Action and/or the Federal Action; and (b) relate in any way to the purchase or other acquisition of
25 Snap common stock during the Settlement Class Period.

26 1.20 “Plaintiffs’ Counsel” means Robbins Geller Rudman & Dowd LLP, Block & Leviton
27 LLP, and Bottini & Bottini, Inc.

28

1 1.21 “Plaintiffs’ Released Claims” means Plaintiffs’ Claims, whether they are known claims
2 or Unknown Claims (as defined below). Plaintiffs’ Released Claims shall not include: (i) any claims
3 relating to the enforcement of the Settlement; or (ii) any claims of any person or entity who or which
4 submits a request for exclusion that is accepted by the Court.

5 1.22 “Plan of Allocation” means a plan or formula for allocating the Net Settlement Fund to
6 Authorized Claimants. Any Plan of Allocation is not part of this Stipulation and Defendants,
7 Defendants’ Counsel and all other Released Defendants’ Parties shall have no responsibility or liability
8 with respect thereto.

9 1.23 “Postcard Notice” means the postcard to be sent to members of the Settlement Class,
10 substantially in the form attached hereto as Exhibit A-1.

11 1.24 “Preliminary Approval” means that the Court has entered the Preliminary Approval
12 Order and that the Notice, Postcard Notice, Notice Ads, Summary Notice, and Proof of Claim form
13 have been approved by this Court and the Postcard Notice, Notice Ads, Summary Notice, and Proof of
14 Claim form have been approved by the Federal Court.

15 1.25 “Preliminary Approval Order” means the proposed Order Preliminarily Approving
16 Settlement and Providing for Notice, substantially in the form attached hereto as Exhibit A, to be
17 entered by the Court preliminarily approving the Settlement and directing that the Notice, Postcard
18 Notice, Summary Notice, and Notice Ads be provided to the Settlement Class.

19 1.26 “Proof of Claim” means the Proof of Claim and Release form to be submitted by
20 Claimants, substantially in the form attached hereto as Exhibit A-5.

21 1.27 “Released Defendants’ Parties” means: (i) each Defendant and all underwriters of Snap’s
22 IPO (including those not among the Underwriter Defendants²); (ii) each of their respective immediate
23 family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related
24 entities, and affiliates, any trust of which any individual Defendant is the settler or which is for the

25 _____
26 ² Those additional underwriters are BTIG, LLC, C.L. King & Associates, Inc., Citigroup Global
27 Markets Inc., Connaught (UK) Limited, Cowen and Company, LLC, Evercore Group, LLC, Jefferies
28 LLC, JMP Securities LLC, LionTree Advisors LLC, Luma Securities LLC, Mischler Financial Group,
Inc., Oppenheimer & Co. Inc., RBC Capital Markets, LLC, Samuel A. Ramirez & Co., Inc., Stifel
Financial Corp., SunTrust Robinson Humphrey, Inc., The Williams Capital Group, L.P., UBS Securities
LLC, and William Blair & Company, LLC.

1 benefit of any Defendant and/or member(s) of his or her family; and (iii) for any of the entities listed in
2 parts (i) or (ii), their respective past and present general partners, limited partners, principals,
3 shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors,
4 employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors,
5 investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals,
6 predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in
7 their capacities as such, and any entity in which a Defendant has a controlling interest.

8 1.28 “Released Plaintiffs’ Parties” means: (i) Plaintiffs, and the members of the Settlement
9 Class; and (ii) each of their respective family members, and their respective general partners, limited
10 partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing
11 directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors,
12 professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys,
13 professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling
14 person thereof, in their capacities as such.

15 1.29 “Settlement” means the settlement embodied by this Stipulation, which shall include
16 final settlement of the Action and the Defendants’ Released Claims and Plaintiffs’ Released Claims and
17 other provisions of this Stipulation.

18 1.30 “Settlement Amount” means the sum of \$32,812,500 to be paid pursuant to ¶2.1, below.

19 1.31 “Settlement Class” and/or “Settlement Class Members” means all Persons and entities
20 who purchased or otherwise acquired Snap common stock between March 2, 2017 and July 29, 2017,
21 inclusive, and were damaged thereby.³ Excluded from the Settlement Class are Defendants, members
22 of families of Defendants and their legal representatives, heirs, successors and assigns, and any entity in
23 which Defendants have or had a controlling interest.⁴ Also excluded from the Settlement Class is any
24 Person who validly requests exclusion pursuant to the requirements set forth in the Notice.

25 _____
26 ³ Included within the Class are all Persons and entities who purchased shares of Snap Common Stock
27 pursuant or traceable to Snap’s Initial Public Offering on or about March 2, 2017 and/or on the open
28 market.

⁴ “Controlling interest” shall be defined as having a majority ownership interest or ownership of the
majority of voting stock of the entity.

1 1.32 “Settlement Class Period” means the period of time between March 2, 2017 through and
2 including July 29, 2017, inclusive.

3 1.33 “Settlement Fund” means the Settlement Amount, plus any interest or income earned
4 thereon.

5 1.34 “Snap Defendants’ Counsel” means Wilson Sonsini Goodrich & Rosati.

6 1.35 “Summary Notice” means the Summary Notice of (I) Pendency of Class Actions and
7 Proposed Settlements of Federal Case and State Cases; (II) Motions for Awards of Attorneys’ Fees and
8 Litigation Expenses; and (III) Settlement Hearings to be published on a national business internet
9 newswire, substantially in the form attached hereto as Exhibit A-3.

10 1.36 “Unknown Claims” means any and all Plaintiffs’ Claims of every nature and description
11 against the Released Defendants’ Parties which any Plaintiff or any member of the Settlement Class
12 does not know or suspect to exist in his, her, or its favor at the time of their release of the Plaintiffs’
13 Claims, and any and all Defendants’ Claims of every nature and description against the Released
14 Plaintiffs’ Parties which any Defendant does not know or suspect to exist in his, her, or its favor at the
15 time of their release of the Defendants’ Claims, and including, without limitation, those that, if known
16 by such Plaintiff, member of the Settlement Class or Defendant, might have affected his, her, or its
17 decision(s) with respect to the Settlement or the releases, including his, her, or its decision(s) to object
18 or not to object to the Settlement. With respect to any and all Defendants’ Released Claims and
19 Plaintiffs’ Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties
20 shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and
21 by operation of the Judgment shall have waived, the provisions, rights and benefits conferred by any
22 law of any state or territory of the United States, or principle of common law or foreign law, which is
23 similar, comparable, or equivalent to California Civil Code §1542, which provides:

24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
25 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
26 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
27 THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
28 HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

27 The Plaintiffs, any other Settlement Class Member, and Defendants may hereafter discover facts in
28 addition to or different from those that he, she, or it now knows or believes to be true with respect to the

1 subject matter of Plaintiffs' Claims or Defendants' Claims, but they stipulate and agree that, upon the
2 Effective Date of the Settlement, Plaintiffs, any other Settlement Class Member, and Defendants shall
3 expressly waive and by operation of the Judgment, or Alternative Judgment, if applicable, shall have,
4 fully, finally, and forever settled and released, any and all Plaintiffs' Claims or Defendants' Claims,
5 known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed
6 or hidden, that now exist, or heretofore have existed, upon any theory of law or equity now existing or
7 coming into existence in the future, including, but not limited to, conduct that is negligent, intentional,
8 with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent
9 discovery or existence of such different or additional facts. The Parties acknowledge, and each of the
10 Settlement Class Members shall be deemed by operation of law to have acknowledged, that the
11 foregoing waiver was separately bargained for and a key element of the Settlement.

12 **2. The Settlement**

13 **a. The Settlement Consideration**

14 2.1 In consideration of the full and final settlement of all claims asserted or that could have
15 been asserted by any of the Plaintiffs or any Settlement Class Member as against Defendants or any of
16 the Released Defendants' Parties, Snap has agreed to pay or cause the Snap Defendants' insurers to pay
17 directly the Settlement Amount within thirty (30) calendar days after the later of: (i) Preliminary
18 Approval; and (ii) Defendants having received customary written instruction to pay the Settlement
19 Amount by check or wire into the Escrow Account and an IRS Form W-9 for the Escrow Account. The
20 Parties agree that the Settlement Amount, plus any interest accrued thereon, is intended to be a
21 "qualified settlement fund" within the meaning of Treasury Regulation §1.458B-1. The Snap
22 Defendants shall have no obligation under this Stipulation for payment of any amounts beyond the
23 Settlement Amount. If the Settlement Amount is not timely paid, the unpaid balance shall earn interest
24 at the rate of 5% per annum until paid.

25 **b. The Escrow Agent**

26 2.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 hereof
27 in short term United States Agency or Treasury Securities or other instruments backed by the Full Faith
28 and Credit of the United States Government or an Agency thereof, or fully insured by the United States

1 Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in
2 similar instruments at their then-current market rates. All risks related to the investment of the
3 Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne
4 by the Settlement Fund, and the Released Defendants' Parties shall have no responsibility for, interest
5 in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or
6 any transactions executed by the Escrow Agent.

7 **c. Handling and Disbursement of Funds by the Escrow Agent**

8 2.3 No money will be disbursed from the Settlement Fund until after the Effective Date
9 except:

10 (a) As provided in ¶¶2.7 and 7.2; and

11 (b) To pay Taxes and Tax Expenses (as defined in ¶2.8) on the income earned by the
12 Settlement Fund. Taxes and Tax Expenses shall be paid out of the Settlement Fund, shall be considered
13 to be a cost of administration of the Settlement, and shall be timely paid by the Escrow Agent without
14 prior order of the Court.

15 2.4 The Escrow Agent shall not disburse the Settlement Fund except as provided in this
16 Stipulation, by an order of the Court, or with the written agreement of Defendants' Counsel and
17 Plaintiffs' Counsel.

18 2.5 Subject to further order and/or direction by the Court, the Escrow Agent is authorized to
19 execute such transactions on behalf of the Settlement Class as are consistent with the terms of this
20 Stipulation.

21 2.6 All funds held by the Escrow Agent shall be deemed and considered to be *in custodia*
22 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
23 shall be distributed or returned to the Party who deposited such funds pursuant to this Stipulation and/or
24 further order(s) of the Court.

25 2.7 All costs and expenses of administering the Settlement and providing for notice of the
26 Settlement to the Settlement Class, as required by the Court ("Notice and Administration Costs"), shall
27 be paid solely from the Settlement Fund. Notwithstanding the fact that the Effective Date of the
28 Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further

1 approval from Defendants or further order of the Court, all Notice and Administration Costs actually
2 incurred and paid or payable, subject to the following cap agreed to by all parties to the Federal Action
3 and the present Actions: there will be a \$600,000.00 cap on administrative fees, exclusive of costs, and
4 this cap will apply only up to 250,000 notices and 47,000 claims; if the number of notices and claims
5 exceeds 250,000 and 47,000, respectively, administrative fees above \$600,000.00 will be reviewed for
6 reasonableness and, if determined to be reasonable by the parties to the Federal Action and the present
7 Actions, will be paid from the Settlement Fund without further approval from the Court. Notice and
8 Administration Costs shall include, without limitation, the actual costs of printing and mailing the
9 Postcard Notice, developing the Settlement website and posting the Notice and Proof of Claim form,
10 publishing the Summary Notice, reimbursements to nominee owners for forwarding the Postcard Notice
11 to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims
12 Administrator in connection with providing notice, and administering the Settlement (including
13 processing submitted claims). In the event that the Settlement is terminated pursuant to the terms of this
14 Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not
15 be returned or repaid to the Snap Defendants, any of the other Released Defendants' Parties, or any
16 other person or entity who or which paid any portion of the Settlement Amount. The plaintiffs in the
17 Federal Action and the plaintiffs in the present Actions have agreed that the costs and expenses incurred
18 for notices pertaining to the settlements in both the Federal Action and the present Actions (*e.g.*, the
19 Postcard Notice, Summary Notice, and Notice Ads), the processing of claims, and any other costs and
20 expenses that are shared between the Federal Action and the present Actions, will be paid eighty two
21 and one half percent (82.5%) from the settlement fund in the Federal Action and seventeen and one half
22 percent (17.5%) from the Settlement Fund in the present Actions.

23 **d. Taxes**

24 2.8 (a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at
25 all times a "qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1. In
26 addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the
27 provisions of this ¶2.8, including, if necessary, the "relation-back election" (as defined in Treasury
28 Regulation §1.468B-1) to the earliest permitted date. Such elections shall be made in compliance with

1 the procedures and requirements contained in such regulations. It shall be the responsibility of the
2 Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by
3 all necessary parties and thereafter to cause the appropriate filing to occur.

4 (b) For purposes of §468B of the Internal Revenue Code of 1986, as amended, and
5 the Treasury Regulations thereunder, the Escrow Agent shall be designated as the “administrator” of the
6 Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax
7 returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the
8 returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the election described
9 in ¶2.8(a)) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes (defined below)
10 (including any estimated Taxes, interest or penalties on the income earned by the Settlement Fund) shall
11 be paid out of the Settlement Fund as provided in ¶2.8(c) below.

12 (c) All (i) taxes (including any estimated taxes, interest or penalties) arising with
13 respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be
14 imposed on Defendants or any of the Released Defendants’ Parties with respect to any income earned
15 by the Settlement Fund for any period during which the Settlement Fund does not qualify as a
16 “qualified settlement fund” for federal or state income tax purposes (“Taxes”), and (ii) expenses and
17 costs incurred in connection with the operation and implementation of this ¶2.8 (including, without
18 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses
19 or penalties relating to filing (or failing to file) the returns described in this ¶2.8) (“Tax Expenses”),
20 shall be paid out of the Settlement Fund. Defendants, Defendants’ Counsel, the Released Defendants’
21 Parties, Plaintiffs, and Plaintiffs’ Counsel shall have no liability or responsibility whatsoever with
22 respect to Taxes and Tax Expenses. Any and all Taxes and Tax Expenses shall be treated as, and
23 considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow
24 Agent out of the Settlement Fund without further consent of Defendants or prior order of the Court.
25 The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from
26 distribution to Authorized Claimants any funds necessary to pay such amounts, including the
27 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may
28 be required to be withheld under Treasury Regulation §1.468B-2(1)(2)). None of Defendants,

1 Defendants' Counsel, Released Defendants' Parties, Plaintiffs or Plaintiffs' Counsel are responsible
2 therefor, nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate
3 with the Escrow Agent, each other and their tax attorneys and accountants to the extent reasonably
4 necessary to carry out the provisions of this ¶2.8. Snap agrees to provide promptly the Escrow Agent
5 with the statement described in Treasury Regulation §1.468B-3(e) upon written request.

6 **e. Termination of Settlement**

7 2.9 Plaintiffs, on behalf of the Settlement Class, and Defendants shall each have the right to
8 terminate the Settlement and this Stipulation by providing written notice of their election to do so
9 (“Termination Notice”) to counsel for the other Party within twenty (20) business days after the date on
10 which any of the following occurs:

11 (a) the Court issues an order definitively declining to enter the Preliminary Approval
12 Order in any material respect or the Federal Court definitively refuses to issue an order preliminarily
13 approving the settlement in the Federal Action;

14 (b) the Court issues an order definitively refusing to approve this Stipulation or any
15 material part of it (except as to any decision by the Court concerning attorneys' fees and expenses) or
16 the Federal Court issues an order definitively refusing to approve the stipulation of settlement in the
17 Federal Action, or any material part of it (except as to any decision by the Federal Court concerning
18 attorneys' fees and expenses in the Federal Action);

19 (c) the Court definitively declines to enter the Judgment in substantially the form
20 attached hereto as Exhibit B or the Federal Court definitively declines to enter the judgment in
21 substantially the form agreed to by the parties in the Federal Action;

22 (d) the Judgment agreed to here or the judgment agreed to in the Federal Action is
23 modified or reversed in any material respect by any appellate court; or

24 (e) in the event that the Court enters an order and final judgment in a form that
25 differs substantially from the form attached hereto as Exhibit B in this Action, or the Federal Court
26 enters an order and final judgment in a form that differs substantially from the form of judgment agreed
27 to by the parties in the Federal Action (an “Alternative Judgment”), and none of the Parties elects to
28

1 terminate this Settlement or the settlement in the Federal Action, the date that such Alternative
2 Judgment is modified or reversed in any material respect by any appellate court.

3 2.10 Simultaneously herewith, the Parties are executing a “Supplemental Agreement.” Unless
4 otherwise directed by the Court, the Supplemental Agreement will not be filed. Defendants may, in
5 accordance with the terms set forth in the Supplemental Agreement, elect to terminate the Settlement
6 and this Stipulation under certain conditions set forth in the Supplemental Agreement and upon written
7 notice to Plaintiffs’ Counsel. If required by the Court, the Supplemental Agreement and/or any of its
8 terms may be disclosed to the Court *in camera* for purposes of approval of the Settlement, but such
9 disclosure shall be carried out so as to preserve the confidentiality of the Supplemental Agreement to
10 the fullest extent possible, in accordance with the practices of the Court. In the event the Court requires
11 the Supplemental Agreement or its terms to be disclosed in the Notice and/or filed with the Court, all
12 terms of the Supplemental Agreement other than those relating to confidentiality shall remain in full
13 force and effect, and any such requirement by the Court for disclosure of the Supplemental Agreement
14 or its terms shall not constitute a basis for any Party to void the Settlement. In the event of a
15 termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation and Settlement
16 shall become null and void and of no further force and effect, except that the provisions of ¶¶2.8, 2.10-
17 2.12, 3.1, 7.2, 8.3-8.6, 9.3-9.17 shall survive termination.

18 2.11 If this Stipulation is terminated pursuant to its terms, each of the Parties shall revert to
19 the status and position such Party had in the Action prior to the execution of this Stipulation, and the
20 Parties shall proceed in all respects as if this Stipulation had not been executed and the related orders
21 had not been entered, preserving in that event all of the Parties’ respective claims and defenses in the
22 Action, except that the provisions of ¶¶2.8, 2.10-2.12, 3.1, 7.2, 8.3-8.6, 9.3-9.17 shall survive
23 termination.

24 2.12 In the event of termination of the Settlement and this Stipulation pursuant to ¶2.9 or
25 ¶2.10, the Settlement Fund shall be refunded as specified in ¶8.4 herein.

26 **3. Class Certification**

27 3.1 Solely for the purposes of settlement and subject to the Court’s approval, the Parties
28 hereby stipulate and agree to: (a) certification of the Settlement Class, pursuant to California Code of

1 Civil Procedure §382 and Rule 3.764 of the California Rules of Court; (b) certification of Plaintiffs as
2 class representatives; and (c) appointment of Plaintiffs' Counsel as Settlement Class counsel pursuant to
3 California Code of Civil Procedure §382. The certification of the Settlement Class shall be binding
4 only with respect to the Settlement and only if the Judgment becomes Final and the Effective Date
5 occurs. If, for any reason, this Stipulation is not finally approved, or is otherwise terminated,
6 Defendants reserve their right to assert any and all available objections and defenses to certification of
7 any class, and Plaintiffs will not offer Defendants' conditional stipulation to certification as any
8 evidence in support of a motion to certify a class for trial purposes.

9 **4. Preliminary Approval Order and Settlement Hearing**

10 4.1 Promptly after execution of this Stipulation, Plaintiffs' Counsel shall submit this
11 Stipulation together with its Exhibits to the Court, and shall apply for preliminary approval of the
12 Settlement set forth in this Stipulation, entry of the Preliminary Approval Order, substantially in the
13 form of Exhibit A hereto, and approval for the mailing of the Postcard Notice, the posting of the Notice
14 on the Settlement website, and the publication of the Summary Notice, substantially in the forms of
15 Exhibits A-1, A-2 and A-3 hereto. The Notice shall include the general terms of the Settlement set forth
16 in this Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense
17 Application (as defined in ¶7.1), and shall set the date of the Court's hearing to determine whether to
18 grant final approval of the Settlement as set forth herein (the "Final Approval Hearing"). Defendants,
19 Defendants' Counsel and the Released Defendants' Parties are not liable or responsible for the
20 dissemination of the notices.

21 4.2 No later than 35 days prior to the date of the Court's Final Approval Hearing, Plaintiffs'
22 Counsel shall file a motion seeking final approval of the Settlement and the proposed Plan of Allocation
23 and their Fee and Expense Application.

24 4.3 Any Settlement Class Member that wishes to object to the fairness, reasonableness or
25 adequacy of this Stipulation, to the Plan of Allocation, to any term(s) of this Stipulation, or to the Fee
26 and Expense Application, must file with the Court by no later than the court-ordered date, a statement
27 of his, her or its objection(s); provided, however, that a potential Settlement Class Member that submits
28 a Request for Exclusion, as defined in ¶6.3(a) below, from the Settlement Class shall not be permitted

1 to submit an objection. The statement of objection of the Settlement Class Member shall state: (i)
2 whether the Settlement Class Member is a Settlement Class Member; (ii) which part of the Settlement
3 the Settlement Class Member objects to; (iii) the specific reason(s), if any, for each such objection made
4 by the Settlement Class Member, including any legal support the Settlement Class Member wishes to
5 bring to the Court's attention and any evidence the Settlement Class Member wishes to introduce in
6 support of such objection; and (iv) whether the objection applies only to the objector, to a specific
7 subset of the Settlement Class, or to the entire Settlement Class. Such Settlement Class Member shall
8 also provide documentation sufficient to establish the amount of publicly traded Snap common stock
9 that the Settlement Class Member purchased, acquired and sold during the Settlement Class Period, and
10 the prices and dates of each transaction. Failure to provide such information and documentation may be
11 grounds to void the objection.

12 4.4 Any Settlement Class Member that fails to comply with any of the provisions set forth in
13 ¶4.3 shall waive and forfeit any right to appear separately at the Final Approval Hearing and/or to
14 object to this Stipulation and, unless such Settlement Class Member has submitted a valid and timely
15 Request for Exclusion (as defined in ¶6.3(a) below), shall be bound by all the terms of this Stipulation
16 and by all proceedings, orders and the judgment in the Action.

17 **5. Releases**

18 5.1 The obligations incurred pursuant to this Stipulation shall be in full and final disposition
19 of the Actions and any and all Plaintiffs' Released Claims as against Defendants and all Released
20 Defendants' Parties and shall also release any and all Defendants' Released Claims as against Plaintiffs,
21 any other Settlement Class Members and Plaintiffs' Counsel.

22 5.2 Upon the Effective Date of this Settlement:

23 (a) Plaintiffs and each Settlement Class Member that have not submitted a valid and
24 timely Request for Exclusion, on behalf of themselves, their current and future heirs, executors,
25 trustees, personal or legal representatives, estates, administrators, attorneys, insurers, agents,
26 predecessors, successors and assigns, and any person they represent, shall be deemed to have, and by
27 operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged
28 any and all Plaintiffs' Released Claims against Defendants, Defendants' Counsel and any and all of the

1 Released Defendants' Parties, whether or not any such individual Settlement Class Member executes
2 and delivers a Proof of Claim. Furthermore, all Settlement Class Members that have not submitted
3 valid and timely Requests for Exclusion, on behalf of themselves, their current and future heirs,
4 executors, trustees, personal or legal representatives, estates, administrators, attorneys, insurers, agents,
5 predecessors, successors and assigns, and any person they represent, expressly covenant not to assert, or
6 suggest or assist in the assertion of any and all Plaintiffs' Released Claims against Defendants,
7 Defendants' Counsel and any and all of the Released Defendants' Parties and shall be forever barred
8 and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other
9 proceeding in any court of law or equity, arbitration tribunal or administrative forum asserting any
10 Plaintiffs' Released Claims against Defendants, Defendants' Counsel and any and all of the Released
11 Defendants' Parties, whether or not any such individual Settlement Class Member executes the Proof of
12 Claim.

13 (b) Defendants, on behalf of themselves and the Released Defendants' Parties, shall,
14 with respect to each and every one of the Defendants' Released Claims, release and forever discharge
15 each and every one of the Defendants' Released Claims against Plaintiffs, each member of the
16 Settlement Class, Plaintiffs' Counsel, and any and all Released Plaintiffs' Parties and shall forever be
17 enjoined from instituting, commencing or prosecuting the Defendants' Released Claims against
18 Plaintiffs, each member of the Settlement Class, Plaintiffs' Counsel and any and all Released Plaintiffs'
19 Parties.

20 5.3 Only those Settlement Class Members that have not submitted valid and timely Requests
21 for Exclusion and have filed valid and timely Proof of Claim forms shall be entitled to participate in the
22 Settlement and receive distributions from the Settlement Fund. The Proof of Claim to be executed by
23 Settlement Class Members shall release all Plaintiffs' Released Claims against the Released
24 Defendants' Parties and shall be substantially in the form contained in Exhibit A-5 attached hereto.
25 Each and every Settlement Class Member that has not submitted a valid and timely Request for
26 Exclusion shall be bound by the releases set forth in these ¶¶5.1-5.3, whether or not he, she or it submits
27 a valid and timely Proof of Claim.

28

1 5.4 The Parties shall request that the Court, as part of the Order of Final Approval and Final
2 Judgment, enter an appropriate bar order, consistent with the Securities Act, the Private Securities
3 Litigation Reform Act of 1995, and/or applicable common law, barring contribution claims against the
4 Defendants, and containing a judgment reduction provision.

5 5.5 The proposed Judgment shall include, and the Parties agree to the entry by the Court of,
6 an order providing that, upon the Effective Date, except as provided in ¶5.7 below, any and all Persons
7 and entities are permanently barred and enjoined, to the fullest extent permitted by law, from
8 commencing, prosecuting, or asserting any and all claims for contribution or indemnity (or any other
9 claim when the alleged injury to that person or entity is their actual or threatened liability to the
10 Settlement Class or a Settlement Class Member in the Actions) based upon, relating to, arising out of, or
11 in connection with the Plaintiffs' Released Claims, against each and every one of the Released
12 Defendants' Parties, whether arising under state, federal, common, statutory, administrative or foreign
13 law, regulation, or at equity, as claims, cross-claims, counterclaims, or third-party claims, in this Action
14 or a separate action, in the Federal Court, or in any other court, arbitration proceeding, administrative
15 proceeding, or other forum; and, except as provided in ¶5.7 below, the Released Defendants' Parties are
16 permanently barred and enjoined, to the fullest extent permitted by law, from commencing, prosecuting,
17 or asserting any and all claims for contribution or indemnity (or any other claim when the alleged injury
18 to the Released Defendants' Parties is their actual or threatened liability to the Settlement Class or a
19 Settlement Class Member in the Action) based upon, relating to, or arising out of the Released
20 Plaintiffs' Claims, against any person or entity, other than a person or entity whose liability to the
21 Settlement Class has been extinguished pursuant to the Settlement and the Judgment, whether arising
22 under state, federal, common, statutory, administrative, or foreign law, regulation, or at equity, as
23 claims, cross-claims, counterclaims, or third-party claims, in this Action or a separate action, in the
24 Federal Court, or in any other court, arbitration proceeding, administrative proceeding, or other forum.
25 Nothing herein shall bar, release, or alter, in any way, the contractual rights, if any, under the terms of
26 any written agreement among the Snap Defendants and the underwriters of Snap's IPO, nor shall the
27 proposed Judgment seek to preclude the underwriters of Snap's IPO from seeking to enforce any right
28

1 of indemnification or contribution with respect to the payment of the Settlement Amount or defense
2 costs.

3 5.6 The proposed Judgment shall also contain a provision requiring that any final verdict or
4 judgment that may be obtained by or on behalf of the Settlement Class or a Settlement Class Member
5 against any person or entity subject to the bar order as defined herein be reduced by the greater of: (i) an
6 amount that corresponds to the percentage of responsibility of any of the Defendants for common
7 damages; or (ii) the Settlement Amount.

8 5.7 Notwithstanding the bar order in ¶5.5 above, nothing in this Settlement shall bar any
9 action by any of the Parties to enforce or effectuate the terms of this Stipulation, the Preliminary
10 Approval Order, or the Judgment.

11 **6. Administration and Calculation of Claims, Final Awards, and**
12 **Supervision and Distribution of the Settlement Fund**

13 6.1 The Claims Administrator shall administer and calculate the claims submitted by
14 Settlement Class Members and shall oversee distribution of the Net Settlement Fund (as defined below)
15 to Authorized Claimants. Defendants, Defendants’ Counsel and the other Released Defendants’ Parties
16 shall have no liability, obligation or responsibility for the administration or the distribution of the Net
17 Settlement Fund.

18 6.2 The Settlement Fund shall be applied as follows:

19 (a) to pay the Taxes and Tax Expenses described in ¶2.8 above;

20 (b) to pay all the costs and expenses reasonably and actually incurred in connection
21 with providing notice, locating Settlement Class Members, soliciting claims, assisting with the filing of
22 claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing
23 Proofs of Claim and paying escrow fees and costs, if any;

24 (c) to pay Plaintiffs’ Counsel’s attorneys’ fees and expenses with interest thereon, as
25 provided in ¶7.2 (the “Fee and Expense Award”), and any award to Plaintiffs pursuant to 15 U.S.C.
26 §77z-1(a)(4) in connection with their representation of the Settlement Class, to the extent ordered by the
27 Court; and
28

1 (d) after the Effective Date, to distribute the balance of the Settlement Fund – that is,
2 the total Settlement Fund less the items set forth in ¶¶6.2 (a), (b) and (c) (the “Net Settlement Fund”) –
3 to the Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, or the Court.

4 6.3 After the Effective Date and in accordance with the terms of the approved Plan of
5 Allocation, or such further approval and further order(s) of the Court as may be necessary or as
6 circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants
7 subject to and in accordance with the following:

8 (a) Any Person falling within the definition of the Settlement Class may request to
9 be excluded from the Settlement Class by submitting to the Claims Administrator a request for
10 exclusion (“Request for Exclusion”), that complies with the requirements set forth in the Preliminary
11 Approval Order, substantially in the form of Exhibit A hereto and is postmarked no later than the court-
12 ordered date. All Persons who submit valid and timely Requests for Exclusion shall have no rights
13 under the Stipulation, shall not share in the distribution of the Net Settlement Fund and shall not be
14 bound by the Stipulation or the Judgment. However, a Settlement Class Member may submit a written
15 revocation of a Request for Exclusion up until five days prior to the date of the Final Approval Hearing
16 and may receive payments pursuant to this Stipulation and Settlement provided that the Settlement
17 Class Member also submits a valid Proof of Claim, as set forth in ¶6.3(b), below, by the date specified
18 in the Proof of Claim form;

19 (b) Each Settlement Class Member claiming to be an Authorized Claimant shall be
20 required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of
21 Exhibit A-5 hereto, signed under penalty of perjury and supported by such documents as specified in
22 the Proof of Claim or such other documents or proof as are reasonably available to the Authorized
23 Claimant, and which Plaintiffs’ Counsel, in their discretion, may deem acceptable; and

24 (c) Except as otherwise ordered by the Court, any Settlement Class Member that
25 fails to timely submit a Proof of Claim by the date specified in the Proof of Claim form, or such other
26 period as may be ordered by the Court, or otherwise allowed, or who files a Proof of Claim that is
27 rejected, shall be forever barred from receiving any payments pursuant to this Stipulation and
28 Settlement, but, unless such Settlement Class Member has submitted and not revoked a valid and timely

1 Request for Exclusion, such Settlement Class Member will in all other respects be subject to and bound
2 by the provisions of this Stipulation, the releases contained herein and the Judgment and will be forever
3 barred and enjoined from bringing any action against any of the Released Defendants' Parties
4 concerning the Plaintiffs' Released Claims. Notwithstanding the foregoing, Plaintiffs' Counsel may, in
5 their discretion, accept for processing late claims so long as the distribution of the Net Settlement Fund
6 to Authorized Claimants is not materially delayed thereby. Plaintiffs' Counsel shall have no liability for
7 declining to accept late claims.

8 6.4 The Claims Administrator shall calculate the claims of Authorized Claimants in
9 accordance with the Plan of Allocation set forth in the Notice and approved by the Court. Following
10 the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her, or its *pro*
11 *rata* share of the Net Settlement Fund, as long as the Authorized Claimant will receive at least \$10.00.

12 6.5 No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Defendants,
13 Defendants' Counsel, the Claims Administrator, the Escrow Agent or any other agent designated by
14 Plaintiffs' Counsel based on distribution determinations or claim rejections made substantially in
15 accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or further
16 orders of the Court. The Net Settlement Fund shall be distributed to the Authorized Claimants
17 substantially in accordance with a Plan of Allocation described in the Notice and approved by the
18 Court. However, if any balance remains in the Net Settlement Fund after a reasonable amount of time
19 after the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed
20 checks or otherwise), the Claims Administrator, under the supervision of Plaintiffs' Counsel shall, if
21 feasible, reallocate such balance among Authorized Claimants who negotiated the check sent to them in
22 the initial distribution and who would receive at least \$10.00 in an equitable and economic fashion.
23 These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no
24 longer economically reasonable, in Plaintiffs' Counsel's discretion, to distribute to Settlement Class
25 Members. Thereafter, any balance remaining in the Net Settlement Fund shall be donated to St. Jude's
26 Children's Hospital, or as the Court may direct. This is not a claims-made settlement and, if all
27 conditions of the Stipulation are satisfied and the Settlement becomes Final, no portion of the
28 Settlement Fund will be returned to the Snap Defendants or their insurance carriers. Defendants,

1 Defendants' Counsel and all of the other Released Defendants' Parties shall have no responsibility for,
2 interest or involvement in, or liability whatsoever with respect to the selection of the Claims
3 Administrator, the establishment or maintenance of the Escrow Account, the maintenance, investment
4 or distribution of the Settlement Fund or the Net Settlement Fund, the development or application of the
5 Plan of Allocation, the determination, administration or calculation of claims, the payment or
6 withholding of Taxes or Tax Expenses, or any losses incurred in connection with any of the foregoing.

7 6.6 It is understood and agreed by the Parties that any proposed Plan of Allocation of the Net
8 Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set
9 forth therein, is not a part of this Stipulation and it is not a condition of the Settlement or this Stipulation
10 that any particular Plan of Allocation be approved by the Court. It is further understood and agreed by
11 the Parties that any order or proceedings relating to the Plan of Allocation shall not operate to terminate
12 or cancel this Stipulation or affect the finality of the Court's Judgment approving this Stipulation and
13 the Settlement set forth therein or any other orders entered pursuant to this Stipulation.

14 **7. Attorneys' Fees and Expenses**

15 7.1 Plaintiffs' Counsel may submit an application or applications (the "Fee and Expense
16 Application") for distributions to Plaintiffs' Counsel from the Settlement Fund for: (a) an award of
17 attorneys' fees; plus (b) costs and expenses incurred in connection with prosecuting the Action, plus any
18 interest on such attorneys' fees, costs and expenses at the same rate and for the same period as earned
19 by the Settlement Fund (until paid) as may be awarded by the Court. Plaintiffs' Counsel reserve the
20 right to make additional applications for fees and expenses incurred, if necessary.

21 7.2 The attorneys' fees and expenses, including the fees and expenses of experts and
22 consultants, as awarded by the Court, shall be payable to Plaintiffs' Counsel from the Settlement Fund,
23 as ordered, upon the entry of the Court's order(s) awarding such fees and expenses. Payments for
24 attorneys' fees and expenses in cash shall be released from escrow and wired as directed to Plaintiffs'
25 Counsel after entry of the Court's orders awarding such fees and expenses, notwithstanding the
26 existence of any timely filed objections to, or potential for appeal from, or collateral attack on, the
27 Settlement, the Plan of Allocation or the award of attorneys' fees and expenses, or any part thereof. In
28 the event that a final order has been entered reversing or reducing an already paid award of attorneys'

1 fees and expenses, after the final adjudication of any appeals thereon, Plaintiffs' Counsel shall repay
2 within fifteen (15) business days the amounts reduced or reversed into the Settlement Fund. Plaintiffs'
3 Counsel and any other plaintiffs' counsel's law firm that receives fees and expenses, on behalf of itself
4 and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders
5 are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6 7.3 This Settlement is not contingent on the allowance or disallowance by the Court of
7 Plaintiffs' Counsel's Fee and Expense Application. The Fee and Expense Application shall be
8 presented separately to the Court for consideration apart from the Court's consideration of the fairness,
9 reasonableness and adequacy of the Settlement set forth in this Stipulation, and any order or
10 proceedings relating to the Fee and Expense Application, or any appeal from any order relating thereto
11 or reversal or modification thereof, shall not operate to modify, terminate or cancel this Stipulation, or
12 affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the Actions.

13 7.4 Defendants and the Released Defendants' Parties shall have no responsibility for, and no
14 liability whatsoever with respect to, any payment to Plaintiffs' Counsel and/or any other Person who
15 receives payment from the Settlement Fund.

16 7.5 Defendants and the Released Defendants' Parties shall have no responsibility for, and no
17 liability whatsoever with respect to, the allocation among Plaintiffs' Counsel and/or any other Person
18 who may assert some claim thereto, of any award of attorneys' fees or expenses that the Court may
19 order in the Action.

20 7.6 Plaintiffs may submit an application for an award pursuant to 15 U.S.C. §77z-1(a)(4) in
21 connection with their representation of the Settlement Class. However, in the event that the Effective
22 Date does not occur, or the Judgment or the order approving Plaintiffs' application for an award is
23 reversed or modified, or the Stipulation is cancelled or terminated for any other reason, and such
24 reversal, modification, cancellation, or termination becomes final and not subject to review, then
25 Plaintiffs shall, within fifteen (15) business days from receiving notice from Defendants' Counsel or
26 from a court of appropriate jurisdiction, refund to the Settlement Fund such amounts previously paid to
27 them from the Settlement Fund in an amount consistent with such reversal or modification.

28

1 **8. Conditions of Settlement, Effect of Disapproval, Cancellation or**
2 **Termination**

3 8.1 The Effective Date of the Stipulation shall mean the date on which all of the following
4 conditions are satisfied:

5 (a) This Court and the Federal Court have each entered an order preliminarily
6 approving the settlement in each action in all material respects, as required by ¶4.1 hereof;

7 (b) Snap has paid or caused to be paid the payments to be made to the Settlement
8 Fund as required by ¶2.1 above;

9 (c) no Party has exercised within the required time period any right to terminate the
10 Settlement as permitted by ¶2.9 or ¶2.10 hereof;

11 (d) this Court and the Federal Court have each entered a judgment, or a judgment
12 substantially in the form of Exhibit B attached hereto in this Action and as agreed upon in the Federal
13 Action; and

14 (e) the judgments in both this Action and the Federal Action have become Final, as
15 defined above.

16 Any appeal or delay in (i) the approval of the Plan of Allocation, or (ii) the determination of any award
17 of attorneys' fees and expenses shall not affect, alter or delay the occurrence of the Effective Date.

18 8.2 Upon the occurrence of the Effective Date, any and all interest or right of Defendants in
19 or to the Settlement Fund, if any, shall be absolutely and forever extinguished, except as set forth in this
20 Stipulation. The Settlement Fund shall be distributed in accordance with ¶6.2 hereof.

21 8.3 In the event that the Settlement in this Action or the settlement in the Federal Action is
22 not approved, is terminated, or otherwise fails to become effective or Final, then this Stipulation, other
23 than the provisions of ¶¶2.8, 2.10-2.12, 3.1, 7.2, 8.3-8.6, 9.3-9.17, shall be null and void, unless the
24 Parties, acting through their respective counsel, agree in writing to proceed with the Settlement. None
25 of the Parties, or any of them, shall have any obligation whatsoever to proceed with the Settlement
26 under any terms other than provided for and agreed herein.

27 8.4 Unless otherwise ordered by the Court, in the event the Settlement in this Action or the
28 settlement in the Federal Action is not approved, is terminated, or otherwise fails to become effective or

1 Final, within fifteen (15) business days after written notification of termination of the Stipulation is sent
2 by Defendants' Counsel or Plaintiffs' Counsel to the Escrow Agent, subject to the terms of ¶2.9 hereof,
3 the Settlement Fund (including accrued interest), less any expenses and any notice and administration
4 expenses that have either been properly disbursed pursuant to ¶¶2.7 and 2.8 hereof, or have been
5 incurred and are chargeable to the Settlement Fund or the notice and administration of the Settlement
6 pursuant to ¶¶2.7 and 2.8 hereof, shall be refunded by the Escrow Agent to the Snap Defendants or, at
7 the Snap Defendants' Counsel's direction, to their insurance carriers, in proportion to their contributions
8 to the Settlement Fund, plus accrued interest attributable to that amount, by check or wire transfer
9 pursuant to written instructions from the Snap Defendants' Counsel. At the request of the Snap
10 Defendants' Counsel, the Escrow Agent or its designee shall apply for any tax refund owed to the
11 Settlement Fund and pay the proceeds, after deduction of any fees or expenses reasonably incurred in
12 connection with such application(s) for refund, to the Snap Defendants or their insurance carriers as
13 directed by Defendants' Counsel.

14 8.5 In the event the Settlement in this Action or the settlement in the Federal Action is not
15 approved, or is terminated, or fails to become effective in accordance with ¶8.1 hereof, the Parties shall
16 be restored to their respective positions in the Action immediately prior to the execution of this
17 Stipulation. In such event, the terms and provisions of the Stipulation, with the exception of the
18 provisions of ¶¶2.8, 2.10- 2.12, 3.1, 7.2, 8.3-8.6, 9.3-9.17 hereof, shall have no further force and effect
19 and the fact and terms of the Settlement shall not be admissible in any trial or otherwise used against
20 any Party in the Action or in any other proceeding for any purpose, and any judgment or order entered
21 by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.
22 No order of the Court or modification or reversal on appeal of any order of the Court concerning the
23 Plan of Allocation or the amount of any attorneys' fees, costs, expenses and interest awarded by the
24 Court to Plaintiffs' Counsel shall constitute grounds for termination of the Stipulation.

25 8.6 If the Effective Date does not occur, neither Plaintiffs nor Plaintiffs' Counsel shall have
26 any obligation to repay any amounts actually and properly disbursed from the Settlement Fund. In
27 addition, any expenses already incurred and properly chargeable to the Settlement Fund pursuant to this
28 Stipulation at the time of such termination or cancellation, but which have not been paid, shall be paid

1 by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being refunded
2 in accordance with ¶8.4.

3 **9. Miscellaneous Provisions**

4 9.1 The Parties (a) acknowledge that it is their intent to consummate this agreement; and (b)
5 agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably
6 necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their
7 reasonable best efforts to accomplish the foregoing terms and conditions of this Stipulation. Plaintiffs'
8 Counsel and Defendants' Counsel agree to cooperate with one another in seeking preliminary and final
9 approval of the Settlement in this Action and the settlement in the Federal Action and to promptly agree
10 upon and execute all such other documentation as may be reasonably required to obtain final approval
11 of the two settlements.

12 9.2 The obligations incurred pursuant to this Stipulation shall result in the full and final
13 disposition of the Action as against Defendants and the full and final release of any and all of Plaintiffs'
14 Released Claims as against Defendants and all Released Defendants' Parties, including Defendants'
15 Counsel, and shall also release any and all Defendants' Released Claims as against all Plaintiffs and any
16 other Settlement Class Members, and all of the Settlement Class Members' and Plaintiffs' respective
17 counsel, including Plaintiffs' Counsel, in the Action. Accordingly, the Parties agree not to assert in any
18 forum that the Action was brought by Plaintiffs or defended by Defendants in bad faith or without a
19 reasonable basis. The Parties agree that at all times during the course of the Action, the Parties and
20 their respective counsel complied with the requirements of California Code of Civil Procedure §§128.5
21 and 128.7. The Parties further agree that the amount paid to the Settlement Fund and the other terms of
22 the Settlement were negotiated at arm's length and in good faith by the Parties and reflect a settlement
23 that was reached voluntarily after consultation with competent legal counsel.

24 9.3 Whether or not the Effective Date occurs or this Stipulation is terminated, neither this
25 Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant
26 to or in furtherance of this Stipulation or the Settlement:

27 (a) may be deemed, or shall be used, offered or received against Defendants or the
28 Released Defendants' Parties, or each or any of them, as an admission, concession or evidence of, the

1 validity of any Plaintiffs' Released Claims, the truth of any fact alleged by Plaintiffs, the deficiency of
2 any defense that has been or could have been asserted in the Action or of any alleged wrongdoing,
3 liability, negligence, or fault of the Defendants or the Released Defendants' Parties, or any of them;

4 (b) may be deemed, or shall be used, offered or received against Defendants or the
5 Released Defendants' Parties or each or any of them, as an admission, concession or evidence of, any
6 fault, misrepresentation or omission with respect to any statement or written document approved or
7 made by Defendants or the Released Defendants' Parties, or any of them;

8 (c) may be deemed, or shall be used, offered or received against Plaintiffs, Plaintiffs'
9 Counsel, the Settlement Class, or each or any of them, as an admission, concession or evidence of the
10 infirmity or strength of any claims raised in the Action, the truth or falsity of any fact alleged by
11 Plaintiffs or the availability or lack of availability of meritorious defenses to the claims raised in the
12 Action;

13 (d) may be deemed, or shall be used, offered or received against Plaintiffs, Plaintiffs'
14 Counsel, the Settlement Class, or each or any of them, or against Defendants, the Released Defendants'
15 Parties, or each or any of them, as an admission or concession with respect to any liability, fault or
16 wrongdoing as against any Party to the Stipulation, in any civil, criminal or administrative proceeding
17 in any court, administrative agency or other tribunal;

18 (e) may be deemed, or shall be construed against Plaintiffs, Plaintiffs' Counsel, the
19 Settlement Class, or each or any of them, or against Defendants, the Released Defendants' Parties, or
20 each or any of them, as an admission or concession that the consideration to be given hereunder
21 represents an amount equal to, less than or greater than that amount which could have or would have
22 been recovered after trial; and

23 (f) may be deemed, or shall be construed as or received in evidence as an admission
24 or concession against Plaintiffs, Plaintiffs' Counsel, the Settlement Class, or each or any of them, or
25 against Defendants, the Released Defendants' Parties, or each or any of them, that any of their claims
26 are with or without merit or that damages recoverable under the Action would have exceeded or would
27 have been less than the Settlement Fund.

28

1 Notwithstanding any of the foregoing provisions of ¶9.3(a)-(f), the Settlement, this Stipulation, and any
2 acts performed and/or documents executed in furtherance of or pursuant to this Stipulation and/or
3 Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this
4 Stipulation. Moreover, if this Stipulation is approved by the Court, any Party or any of the Released
5 Defendants' Parties may file this Stipulation and/or the Judgment in any action that may be brought
6 against such party or parties in order to support a defense or counterclaim based on principles of *res*
7 *judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other
8 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9 9.4 The headings used herein are used for the purpose of convenience only and are not
10 meant to have legal effect.

11 9.5 The waiver by one Party of any breach of this Stipulation by any other Party shall not be
12 deemed to be a waiver of any other prior or subsequent breaches of this Stipulation.

13 9.6 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully
14 incorporated herein by reference.

15 9.7 This Stipulation may be amended or modified only by a written instrument signed by or
16 on behalf of all Parties or their respective successors in interest.

17 9.8 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement
18 constitute the entire agreement among the Parties hereto and no representations, warranties or
19 inducements have been made to any Party concerning this Stipulation, its Exhibits, or the Supplemental
20 Agreement, other than the representations, warranties and covenants contained and memorialized in
21 such documents. Except as otherwise provided herein, the Parties shall bear their own costs.

22 9.9 Each counsel or other Person executing this Stipulation, any of its Exhibits, the
23 Supplemental Agreement, or any related Settlement documents on behalf of any Party hereto hereby
24 warrants and represents that such Person has the full authority to do so and that they have the authority
25 to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its
26 terms.

27 9.10 This Stipulation may be executed in one or more counterparts, including by signature
28 transmitted via facsimile or by a .pdf/.tif image of the signature transmitted via email. All executed

1 counterparts and each of them shall be deemed to be one and the same instrument provided that counsel
2 for the Parties to this Stipulation all exchange signed counterparts.

3 9.11 This Stipulation shall be binding upon, and inure to the benefit of, the successors,
4 executors, heirs, assigns and respective agents of the Parties hereto and the Released Defendants'
5 Parties.

6 9.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the
7 terms of this Stipulation, and the Parties hereto submit to the jurisdiction of the Court solely for
8 purposes of implementing and enforcing the Settlement set forth in this Stipulation.

9 9.13 This Stipulation and the Exhibits hereto shall be considered to have been negotiated,
10 executed and delivered, and to be wholly performed, in the State of California and the rights and
11 obligations of the Parties to this Stipulation shall be construed and enforced in accordance with, and
12 governed by, the internal, substantive laws of the State of California without giving effect to that State's
13 choice of law principles.

14 9.14 This Stipulation is deemed to have been prepared by counsel for the Parties, as a result of
15 arm's-length negotiations among the Parties. Whereas all Parties have contributed substantially and
16 materially to the preparation of this Stipulation, it shall not be construed more strictly against one Party
17 than another.

18 9.15 Whenever this Stipulation requires or contemplates that a Party shall or may give notice
19 to the other, notice shall be provided by facsimile, electronic mail or next-day (excluding Saturday and
20 Sunday) express delivery service as follows and shall be deemed effective upon such transmission or
21 delivery, to the facsimile number or address, as the case may be, set forth below:

22 If to the Snap Defendants, then to:

23 Ignacio E. Salceda
24 Wilson Sonsini Goodrich & Rosati
25 650 Page Mill Road
26 Palo Alto, CA 94304
27 Telephone: 650/493-9300
28 Facsimile: 650/565-5100
Email: isalceda@wsgr.com

1 If to the Underwriter Defendants, then to:

2 Matthew W. Close
3 O'Melveny & Myers LLP
4 400 South Hope Street, 18th Floor
5 Los Angeles, CA 90071
6 Telephone: 213/430-6000
7 Facsimile: 213/430-6407
8 Email: mclose@omm.com

9 If to Plaintiffs, then to:

10 James I. Jaconette
11 Robbins Geller Rudman & Dowd LLP
12 655 West Broadway, Suite 1900
13 San Diego, CA 92101-8498
14 Telephone: 619/231-1058
15 Facsimile: 619/231-7423
16 Email: jamesj@rgrdlaw.com

17 9.16 All time periods set forth herein shall be computed in calendar days unless otherwise
18 expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by
19 order of the Court, the day of the act, event or default from which the designated period of time begins
20 to run shall not be included.

21 9.17 The Parties reserve the right, subject to the Court's approval, to make any reasonable
22 extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

23 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by
24 their duly authorized attorneys dated April 23, 2020.

25 ROBBINS GELLER RUDMAN
26 & DOWD LLP
27 JAMES I. JACONETTE

28 
JAMES I. JACONETTE

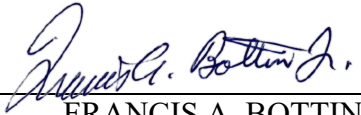
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
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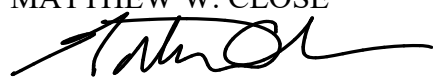
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EXHIBIT A

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Attorneys for Plaintiff Joseph Iuso

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16 Coordination Proceeding
Special Title Rule (3.550)

17)
18) SNAP INC. SECURITIES CASES
19)

20 This Document Relates To:

21 ALL ACTIONS.
22)
23)
24)
25)
26)
27)
28)

Case No. JCCP 4960

ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR
NOTICE

EXHIBIT A

Judge: Honorable Elihu M. Berle
Dept: 6

Coordinated Actions:

Hsieh, et al. v. Snap Inc., et al., No. BC669394,
CA Super. Ct., Cty. of Los Angeles

Iuso v. Snap Inc., et al., No. 17CIV03710,
CA Super. Ct., Cty. of San Mateo

1 WHEREAS, the parties to the above-entitled action (the “Action”) entered into a Stipulation of
2 Settlement dated April 23, 2020 (the “Stipulation”), which, together with the exhibits thereto, sets forth
3 the terms and conditions for the settlement of the claims alleged in the Action (the “Settlement”); and
4 the Court having read and considered the Stipulation and the accompanying documents; and all
5 capitalized terms used herein having the meanings defined in the Stipulation;

6 WHEREAS, the Stipulation defines the Settlement Class as “all Persons and entities who
7 purchased or otherwise acquired Snap common stock between March 2, 2017 and July 29, 2017,
8 inclusive, and were damaged thereby.¹ Excluded from the Settlement Class are Defendants, members
9 of families of Defendants and their legal representatives, heirs, successors and assigns, and any entity in
10 which Defendants have or had a controlling interest.² Also excluded from the Settlement Class is any
11 Person who validly requests exclusion pursuant to the requirements set forth in the Notice”;

12 NOW, THEREFORE, IT IS HEREBY ORDERED, this ___ day of _____ 2020, that:

13 1. The Court preliminarily finds that:

14 (a) the Settlement resulted from informed, extensive arm’s-length negotiations,
15 including mediation under the direction of an experienced mediator, the Hon. Layn R. Phillips (Ret.);

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

18 (c) the Settlement Class is certified solely for purposes of this Settlement.

19 2. A hearing (the “Final Approval Hearing”), which may be conducted telephonically at the
20 Court’s discretion, is hereby scheduled to be held before the Court on _____, 2020, at _ :__ .m.,
21 for the following purposes:

22 (a) to finally determine whether the Action satisfies the applicable prerequisites for
23 class action treatment under California Code of Civil Procedure §382;

25 ¹ Included within the Class are all Persons and entities who purchased shares of Snap Common Stock
26 pursuant or traceable to Snap’s Initial Public Offering on or about March 2, 2017 and/or on the open
market.

27 ² “Controlling interest” is defined as having a majority ownership interest or ownership of the
28 majority of voting stock of the entity.

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

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

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

7 (e) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and
8 expenses; and

9 (f) to rule upon such other matters as the Court may deem appropriate.

10 3. The Court reserves the right to approve the Settlement with or without modification and
11 with or without further notice to the Settlement Class and may adjourn the Final Approval Hearing
12 without further notice to the Settlement Class or may conduct the Final Approval Hearing
13 telephonically. The Court reserves the right to enter the Judgment approving the Settlement regardless
14 of whether it has approved the Plan of Allocation or Plaintiffs' Counsel's request for an award of
15 attorneys' fees and expenses.

16 4. The Court approves the form, substance and requirements of the Postcard Notice, the
17 Notice of Pendency and Proposed Settlement of Class Action (the "Notice"), the Summary Notice of
18 (I) Pendency of Class Actions and Proposed Settlements of Federal Case and State Cases; (II) Motions
19 for Awards of Attorneys' Fees and Litigation Expenses; and (III) Settlement Hearings (the "Summary
20 Notice"), and the Proof of Claim and Release form (the "Proof of Claim"), annexed hereto as Exhibits
21 A-1, A-2, A-3, and A-5, respectively.

22 5. The Court approves the appointment of JND Legal Administration as the Claims
23 Administrator.

24 (a) The Claims Administrator shall commence mailing the Postcard Notice,
25 substantially in the form annexed hereto as Exhibit A-1, by First-Class Mail, postage prepaid, within
26 twenty-one (21) calendar days of Preliminary Approval³ (the "Notice Date"), to all Settlement Class
27

28 ³ As defined in the Stipulation, "Preliminary Approval" means that the Court has entered the Preliminary Approval Order and that the Notice, Postcard Notice, Notice Ads, Summary Notice, and

1 Members who can be identified with reasonable effort and to post the Notice on the Settlement website,
2 www.SnapSecuritiesLitigation.com.

3 (b) Contemporaneously with the mailing of the Postcard Notice, the Claims
4 Administrator will conduct a social media campaign via appropriate social media platforms jointly
5 selected by the Parties utilizing the media ads (“Notice Ads”), substantially in the forms attached hereto
6 as Exhibit A-4, for a duration of at least sixty (60) days.

7 (c) The Claims Administrator shall cause the Summary Notice to be published in
8 *Investor’s Business Daily, The Wall Street Journal*, and over a national newswire service, within ten
9 (10) calendar days after the Notice Date.

10 6. Plaintiffs’ Counsel shall, at least seven (7) calendar days before the Final Approval
11 Hearing, file with the Court and serve on the Parties proof of mailing of the Postcard Notice, posting of
12 the Notice and Proof of Claim on the Settlement website, ads on appropriate social media platforms
13 acceptable to the Parties, and proof of publication of the Summary Notice.

14 7. The form and content of the Postcard Notice, Notice and Summary Notice, and the
15 method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions,
16 meet the requirements of California law and due process, constitute the best notice practicable under the
17 circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

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

21 (a) Within ninety (90) calendar days after such time as set by the Court to mail the
22 Postcard Notice to the Settlement Class, each Person claiming to be an Authorized Claimant shall be
23 required to submit to the Claims Administrator a completed Proof of Claim, substantially in a form
24 contained in Exhibit A-5 attached hereto and as approved by the Court, signed under penalty of perjury.

25 (b) Except as otherwise ordered by the Court, all Settlement Class Members who fail
26 to timely submit a Proof of Claim within such period, or such other period as may be ordered by the

27 Proof of Claim form have been approved by this Court and the Postcard Notice, Notice Ads, Summary
28 Notice, and Proof of Claim form have been approved by the Federal Court.

1 Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the
2 Stipulation and the Settlement set forth therein, but will in all other respects be subject to and bound by
3 the provisions of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the
4 foregoing, the Claims Administrator may accept for processing late submitted claims so long as the
5 distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby, but
6 shall incur no liability for declining to accept a late-submitted claim.

7 (c) As part of the Proof of Claim, each Settlement Class Member shall submit to the
8 jurisdiction of the State Court with respect to the claim submitted, and shall (subject to effectuation of
9 the Settlement) release all Plaintiffs' Released Claims as provided in the Stipulation.

10 9. Settlement Class Members shall be bound by all determinations and judgments in the
11 Action, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a
12 timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such
13 request shall, no later than sixty (60) calendar days after the Notice Date, mail a request for exclusion in
14 written form by First-Class Mail postmarked to the address designated in the Notice. Such request for
15 exclusion shall indicate the name, address and telephone number of the person seeking exclusion, that
16 the person requests to be excluded from the Settlement Class, and must be signed by such person. The
17 request should also include the number of shares of Snap common stock purchased or acquired that are
18 subject to the Action, including the number of shares of Snap common stock purchased/acquired and/or
19 sold during the Settlement Class Period, as well as the dates, number of shares, and prices of each such
20 purchase/acquisition and sale. The request for exclusion shall not be effective unless it is made in
21 writing within the time stated above, or the exclusion is otherwise accepted by the Court. Settlement
22 Class Members requesting exclusion from the Settlement Class shall not be entitled to receive any
23 payment out of the Net Settlement Fund as described in the Stipulation and Notice.

24 10. The Court will consider objections to the Settlement, the Plan of Allocation, and/or the
25 award of attorneys' fees and expenses. Any person wanting to object must do so in writing, and such
26 objection and any supporting papers, accompanied by proof of Settlement Class membership, shall be
27 filed with the Clerk of the Court, Superior Court of the State of California, County of Los Angeles,
28 111 North Hill Street, Los Angeles, CA 90012, and copies of all such papers served no later than sixty

1 (60) calendar days after the Notice Date upon the following: James I. Jaconette, Robbins Geller
2 Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, on behalf of the
3 Plaintiffs and the Settlement Class. The objecting Settlement Class Member shall provide
4 documentation establishing membership in the Settlement Class through copies of brokerage
5 confirmation slips or monthly brokerage account statements, or an authorized statement from the
6 objector's broker containing the transactional and holding information found in a broker confirmation
7 slip or account statement. Persons who intend to object to the Settlement, the Plan of Allocation, and/or
8 the request for an award of attorneys' fees and expenses and desire to present evidence at the Final
9 Approval Hearing must include in their written objections copies of any exhibits they intend to
10 introduce into evidence at the Final Approval Hearing. If an objector hires an attorney to represent him,
11 her, or it for the purposes of making an objection, the attorney must both effect service of a notice of
12 appearance on counsel listed above and file it with the Court by no later than sixty (60) calendar days
13 after the Notice Date. A Settlement Class Member who files a written objection does not have to
14 appear at the Final Approval Hearing for the Court to consider his, her or its objection. Any Settlement
15 Class Member who does not make his, her, or its objection in the manner provided shall be deemed to
16 have waived such objection and shall be foreclosed from making any objection to the fairness or
17 adequacy of the Settlement set forth in the Stipulation, to the Plan of Allocation, or to the award of
18 attorneys' fees and expenses to Plaintiffs' Counsel.

19 11. All papers in support of the Settlement, the Plan of Allocation, and any application by
20 Plaintiffs' Counsel for an award of attorneys' fees and expenses shall be filed thirty-five (35) calendar
21 days prior to the Final Approval Hearing. All reply papers shall be filed and served at least seven (7)
22 calendar days prior to the Final Approval Hearing.

23 12. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
24 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds
25 shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

26 13. Plaintiffs' Counsel shall promptly furnish other Parties with copies of any and all
27 objections that come into their possession.

28

1 14. Pending final determination of whether the Settlement should be approved, the Plaintiffs,
2 all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf,
3 with the exception of the related Federal Action, *In re Snap Inc. Securities Litigation*, No. 2:17-cv-
4 03679-SVW-AGR (C.D. Cal.), shall not institute, commence, maintain or prosecute, and are hereby
5 barred and enjoined from instituting, commencing, maintaining or prosecuting, any action in any court
6 or tribunal that asserts any Plaintiffs' Released Claims against any Released Defendants' Parties.

7 15. All reasonable expenses incurred in identifying and notifying Settlement Class Members,
8 as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.

9 16. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
10 Plaintiffs or Defendants elect to terminate the Settlement then, in any such event, the Stipulation,
11 including any amendment(s) thereof, shall be null and void.

12 17. The Court may adjourn or continue the Final Approval Hearing without further written
13 notice.

14 18. The Court will consider all further matters arising out of or connected with the
15 Settlement. The Court may approve the Settlement, with such modifications as may be agreed by the
16 Parties, if appropriate, without further notice to the Settlement Class.

17 IT IS SO ORDERED.

18 DATED: _____

THE HONORABLE ELIHU M. BERLE
JUDGE OF THE SUPERIOR COURT

EXHIBIT A-1

THIS POSTCARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENTS.

Please visit www.SnapSecuritiesLitigation.com for more information.

The parties in the actions (i) *In re Snap Inc. Sec. Litig.*, No. 2:17-cv-03679-SVW-AGR (C.D. Cal. or “Federal Court”) and (ii) *Snap, Inc. Securities Cases*, No. JCCP 4960 (Cal. Super. Ct., L.A. Cty. or “State Court”) (together, the “Actions”) have reached proposed settlements (the “Settlements”) of claims against Snap Inc. (“Snap”), certain Snap executives and directors, and the underwriters for Snap’s Initial Public Offering (“IPO”) (collectively, “Defendants”). If approved, the Settlements will resolve lawsuits in which plaintiffs alleged that certain Defendants made materially false and misleading statements and omissions about Snap’s business. Defendants deny any liability or wrongdoing. You received this Postcard Notice because you, or an investment account for which you serve as a custodian, may have **purchased or otherwise acquired Snap Class A common stock (“Snap Common Stock”) between March 2, 2017 and August 10, 2017, inclusive, and were damaged thereby.** Please review the detailed Notices described below for additional information about the Settlements.

Pursuant to the Settlements, Snap will pay or cause to be paid \$154,687,500 in cash in the Federal Court action (“Federal Settlement”) and \$32,812,500 in cash in the State Court action (“State Settlement”). These amounts, plus accrued interest, after deduction of Court-awarded attorneys’ fees and expenses, notice and administration costs, and taxes, will be allocated among Class Members who submit valid claims, in exchange for the settlement of the Actions and the release of all claims asserted in the Actions and related claims. **For additional information and related settlement procedures, please review the detailed Notices for both the Federal and State Settlements available at www.SnapSecuritiesLitigation.com.** If you are a Class Member, your *pro rata* share of the settlement proceeds will depend on the number of valid claims submitted, and the number, size, and timing of your transactions in Snap Common Stock. If all Class Members elect to participate in the Settlements, the estimated average recovery per eligible share of Snap Common Stock will be approximately \$0.55 from the Federal Settlement and \$0.51 from the State Settlement before deduction of Court-approved fees and expenses. Your share of the settlement proceeds will be determined by the Plans of Allocation set forth in the Notices, or other plans ordered by the Courts.

To qualify for a payment, you must submit a valid Claim Form. The Claim Form can be found and submitted on the website, or you can request that one be mailed to you. **Claim Forms must be postmarked (if mailed), or submitted online, by _____, 2020.** If you do not want to be legally bound by any releases, judgments, or orders in the respective Action(s), **you must exclude yourself from the Federal and/or State Class(es) by _____, 2020.** If you exclude yourself, you may be able to sue Defendants about the claims being resolved in the respective Action(s), but you cannot get money from the Settlement(s). If you want to object to any aspect of the Settlements, you must file and serve an objection by _____, 2020. The detailed Notices provide instructions on how to submit a Claim Form, exclude yourself from the Class(es), or object, and you must comply with all of the instructions in the Notices.

The Federal Court will hold a hearing on _____, 2020 at ____:____.m. and the State Court will hold a separate hearing on _____, 2020 at ____:____.m. to consider, among other things, whether to approve the respective Settlements. In advance of the hearings, the lawyers representing the Classes will move for awards of attorneys’ fees and expenses (equating to a cost of approximately \$0.15 per eligible share from the Federal Settlement and \$0.18 per eligible share from the State Settlement). You may attend the hearings and ask to be heard by the Courts, but you do not have to. The Settlements will not become effective until both the Federal and State Settlements receive final approval from their respective Courts, and both become final. **For more information, call 1-855-958-0630, email info@SnapSecuritiesLitigation.com, or visit www.SnapSecuritiesLitigation.com.**

Snap Securities Litigation
Claims Administrator
P.O. Box 98111
Seattle, WA 98111

COURT-ORDERED LEGAL NOTICE

In re Snap Inc. Securities Litigation
No. 2:17-cv-03679-SWW-AGR (C.D. Cal.)

Snap, Inc. Securities Cases
No. JCCP 4960 (Cal. Super. Ct, L.A. Cty.)

Your legal rights may be affected by these securities class actions. You may be eligible for a cash payment from the settlements. Please read this notice carefully.

**For more information, please visit
www.SnapSecuritiesLitigation.com;
email info@SnapSecuritiesLitigation.com;
or call 1-855-958-0630**

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com
5

6 BOTTINI & BOTTINI, INC.
FRANCIS A. BOTTINI, JR. (175783)
ALBERT Y. CHANG (296065)
7 YURY A. KOLESNIKOV (271173)
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11 *Attorneys for Plaintiffs Chenghsin D. Hsieh
and Wei C. Hsieh*

BLOCK & LEVITON LLP
JEFFREY C. BLOCK (*Pro Hac Vice*)
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joel@blockesq.com
jake@blockesq.com

Attorneys for Plaintiff Joseph Iuso

12
13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES

15 Coordination Proceeding) Case No. JCCP 4960
16 Special Title Rule (3.550))
17 SNAP INC. SECURITIES CASES) NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION
18 _____) EXHIBIT A-2
19 This Document Relates To:) Judge: Honorable Elihu M. Berle
20 ALL ACTIONS.) Dept: 6
21 _____) Coordinated Actions:
22 *Hsieh, et al. v. Snap Inc., et al., No. BC669394,*
CA Super. Ct., Cty. of Los Angeles
23 *Iuso v. Snap Inc., et al., No. 17CIV03710,*
CA Super. Ct., Cty. of San Mateo
24
25
26
27
28

1 **TO: ALL PERSONS OR ENTITIES (“PERSONS”) THAT PURCHASED OR OTHERWISE**
2 **ACQUIRED SNAP INC. (“SNAP” OR THE “COMPANY”) COMMON STOCK BETWEEN**
3 **MARCH 2, 2017 THROUGH JULY 29, 2017, INCLUSIVE, AND WERE DAMAGED**
4 **THEREBY.¹**

5 **EXCLUDED FROM THE SETTLEMENT CLASS ARE DEFENDANTS, MEMBERS OF**
6 **FAMILIES OF DEFENDANTS AND THEIR LEGAL REPRESENTATIVES, HEIRS,**
7 **SUCCESSORS AND ASSIGNS, AND ANY ENTITY IN WHICH DEFENDANTS HAVE OR**
8 **HAD A CONTROLLING INTEREST.²**

9 **PLEASE READ THIS NOTICE CAREFULLY. IT IS DIFFERENT THAN THE NOTICE IN**
10 **THE FEDERAL ACTION, CAPTIONED *IN RE SNAP INC. SECURITIES LITIGATION*, NO.**
11 **2:17-CV-03679-SVW-AGR (C.D. CAL.), IN CONNECTION WITH A SEPARATE**
12 **SETTLEMENT. YOU MAY BE ELIGIBLE TO PARTICIPATE IN BOTH SETTLEMENTS.**
13 **YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS LITIGATION.**
14 **IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED HEREIN, YOU**
15 **MAY BE ENTITLED TO RECEIVE A PAYMENT PURSUANT TO THE PROPOSED**
16 **SETTLEMENT OF THIS STATE COURT ACTION DESCRIBED BELOW. TO CLAIM**
17 **YOUR SHARE OF THE SETTLEMENT FUND, YOU MUST SUBMIT A VALID PROOF OF**
18 **CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) POSTMARKED ON OR BEFORE**
19 **_____, 2020. YOU NEED ONLY SUBMIT ONE PROOF OF CLAIM FORM TO**
20 **PARTICIPATE IN THE SETTLEMENTS OF BOTH THIS STATE COURT ACTION AND**
21 **THE FEDERAL ACTION.**

22 **THIS NOTICE WAS AUTHORIZED BY THE COURT IDENTIFIED BELOW. IT IS NOT A**
23 **LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**
24 **ENTIRETY.**

25 **THE SETTLEMENT DESCRIBED IN THIS NOTICE WILL NOT BECOME**
26 **EFFECTIVE UNTIL THE FEDERAL SETTLEMENT ALSO HAS RECEIVED**
27 **FINAL APPROVAL FROM THE FEDERAL COURT, AND BOTH**
28 **SETTLEMENTS HAVE BECOME FINAL.**

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Superior Court of the State of California, County of Los Angeles (the “Court”). This Notice serves to inform you of the proposed settlement of a class action lawsuit (the “Settlement”) and the hearing (the “Final Approval Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the

¹ Included within the Class are all Persons and entities who purchased shares of Snap Common Stock pursuant or traceable to Snap’s initial public offering (“IPO”) on or about March 2, 2017 and/or on the open market.

² “Controlling interest” is defined as having a majority ownership interest or ownership of the majority of voting stock of the entity.

1 Stipulation of Settlement dated April 23, 2020 (the “Stipulation”).³ The Stipulation is by and between:
2 (i) Plaintiffs Joseph Iuso, Chenghsin D. Hsieh and Wei C. Hsieh, on behalf of themselves and each
3 member of the Settlement Class (“Plaintiffs”); and (ii) Defendants Snap Inc. (“Snap” or the
4 “Company”), Evan Spiegel, Robert Murphy, Andrew Vollero, Imran Khan, Joanna Coles, A.G. Lafley,
5 Mitchell Lasky, Michael Lynton, Stanley Meresman, Scott D. Miller, and Christopher Young
6 (collectively, the “Snap Defendants”), Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, J.P.
7 Morgan Securities LLC, Deutsche Bank Securities Inc., Barclays Capital Inc., Credit Suisse Securities
8 (USA) LLC, and Allen & Company LLC (the “Underwriter Defendants”) (collectively, with the Snap
9 Defendants, the “Defendants”), by and through their respective counsel of record in the case (the
10 “Action”). Upon and subject to the terms and conditions hereof, Plaintiffs on behalf of themselves and
11 the Settlement Class on the one hand, and each of the Defendants, on the other hand (collectively,
12 “Parties”), intend this Settlement to be a final and complete resolution of all disputes between the
13 Parties with respect to the Action. This Notice is not an expression of any opinion by the Court as to
14 the merits of the claims or defenses asserted in the lawsuit.

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

16 The Settlement, if approved, will result in the creation of a cash settlement fund of \$32,812,500
17 (the “Settlement Amount”). The Settlement Amount, plus accrued interest (the “Settlement Fund”) and
18 minus the costs of notice and all costs associated with the administration of the Settlement, as well as
19 attorneys’ fees and expenses, as approved by the Court (the “Net Settlement Fund”), will be distributed
20 to Settlement Class Members pursuant to the Plan of Allocation that is described in the next section of
21 this Notice.

22 Pursuant to the Plan of Allocation (*see* below), if all affected Snap damaged shares for the
23 claims in the Action elect to participate in the Settlement, the average recovery per share could be
24 \$0.20, before deduction of any fees, expenses, costs, and awards described herein. A Settlement Class
25 Member’s actual recovery will be a proportion of the Net Settlement Fund determined by that
26 claimant’s recognized claim as compared to the total recognized claims submitted. An individual

27 ³ The Stipulation and all of its Exhibits can be viewed at www.SnapSecuritiesLitigation.com. All
28 capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

1 Settlement Class Member may receive more or less than this average amount depending on the number
2 of claims submitted, when a Settlement Class Member purchased or acquired Snap common stock, the
3 purchase price paid, and whether those shares were held at the end of the Settlement Class Period or
4 sold during the Settlement Class Period, and, if sold, when they were sold and the amount received. *See*
5 Plan of Allocation below for more information on your recognized claim.

6 Please note: the Federal Action, *In re Snap Inc. Securities Litigation*, No. 2:17-cv-03679-SVW-
7 AGR (C.D. Cal.), is being settled concurrently with this Action for a separate payment of \$154,687,500 in
8 cash (“Federal Settlement”). Members of the Settlement Class here may also be eligible to receive
9 proceeds from the Federal Settlement, and if eligible, will receive proceeds from the settlement of both the
10 Action and the Federal Action by submitting a single, identical claim form that is being used in both
11 actions. Information regarding the Federal Settlement can be found at www.SnapSecuritiesLitigation.com.

12 ***The Settlement described in this Notice will not become effective until the Federal Settlement also***
13 ***has received final approval from the Federal Court, and both settlements have become Final.***

14 **POTENTIAL OUTCOME OF THE CASE**

15 Continuing the case could result in a loss at the pleadings stage, class certification, summary
16 judgment, trial or on appeal. The two sides vigorously disagree on both liability and the amount of
17 money that could be won if Plaintiffs were to prevail at trial. Plaintiffs and Defendants disagree, among
18 other things, about: (1) the method for determining whether Snap’s stock price was artificially inflated;
19 (2) the amount of any such alleged inflation; (3) whether any statement was false or misleading; (4)
20 whether any alleged omitted fact was material; (5) whether there was any wrongdoing on the part of
21 Defendants; (6) the amount of damages per share, if any, Plaintiffs would be able to prove at trial; (7)
22 the methodology used to determine any such damages; (8) whether there were any mitigating
23 circumstances which would reduce any or all of the damages alleged by Plaintiffs; (9) what class of
24 purchasers would be able to establish standing to recover under the Action; and (10) whether the Action
25 could at all proceed in this Court or should be dismissed.

26 **REASONS FOR SETTLEMENT**

27 The Court has not reached any decisions in connection with Plaintiffs’ claims against
28 Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with

1 the substantial assistance of the Hon. Layn R. Phillips (Ret.), a highly experienced mediator of complex
2 class actions. In reaching the Settlement, the Parties have avoided the cost, delay and uncertainty of
3 further litigation.

4 As in any litigation, Plaintiffs and the Settlement Class would face an uncertain outcome if they
5 did not agree to the Settlement, and would have to overcome a variety of significant defenses
6 anticipated to be interposed by Defendants. The Parties expected that the case could continue for a
7 lengthy period of time and that if Plaintiffs succeeded, Defendants would file appeals that would
8 postpone final resolution of the case. Continuation of the case against Defendants could result in a
9 judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all
10 or a recovery that is less than the amount of the Settlement.

11 Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the
12 members of the Settlement Class. They have reached this conclusion for several reasons. Specifically,
13 if the Settlement is approved, the Settlement Class will receive a significant monetary recovery.
14 Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement,
15 when weighed against the significant risk, delay and uncertainty of continued litigation, are a very good
16 result for the Settlement Class.

17 **ATTORNEYS' FEES AND COSTS SOUGHT**

18 Plaintiffs' Counsel will file a motion for an award of attorneys' fees and expenses that will be
19 considered at the Final Approval Hearing. Plaintiffs' Counsel will apply for an award of attorneys' fees
20 in the amount of one-third of the Settlement Amount, plus payment of expenses incurred in connection
21 with the Action in an amount not to exceed \$400,000. Such sums as may be approved by the Court will
22 be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such
23 fees or expenses.

24 The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for
25 their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly
26 contingent basis. Plaintiffs' Counsel have committed significant time and expenses in litigating this
27 case for the benefit of the Settlement Class. To date, Plaintiffs' Counsel have not been paid for their
28 services in conducting the Action on behalf of the Plaintiffs and the Settlement Class, or for their

1 expenses. The Court will decide what constitutes a reasonable fee award and may award less than the
2 amount requested by Plaintiffs' Counsel. The requested fees and expenses, if approved, would
3 represent, on average, no more than \$0.07 per share in the aggregate. In addition, Plaintiffs' Counsel
4 intend to apply to the Court on behalf of Plaintiffs for an award pursuant to 15 U.S.C. §77z-1(a)(4) in
5 connection with their representation of the Settlement Class. Plaintiffs' Counsel will seek no more than
6 \$5,000 each for Plaintiffs.

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

8 The proposed Settlement affects the rights of the members of the Settlement Class. The
9 Settlement Class consists of:

10 All Persons and entities who purchased or otherwise acquired Snap common stock
11 between March 2, 2017 and July 29, 2017, inclusive, and were damaged thereby.⁴
12 Excluded from the Settlement Class are Defendants, members of families of Defendants
13 and their legal representatives, heirs, successors and assigns, and any entity in which
14 Defendants have or had a controlling interest.⁵ Also excluded from the Settlement Class
15 is any Person who validly requests exclusion pursuant to the requirements set forth in
16 the Notice.

17 *The sending of this Notice should not be construed as any indication of the Court's view as to*
18 *the merits of any claims or defenses asserted by any party to this Action.*

19 **THE LITIGATION**

20 **Summary of the Litigation**

21 Currently pending before the Superior Court of the State of California, County of Los Angeles
22 ("Court") are two coordinated class actions alleging securities law violations: (1) *Hsieh v. Snap Inc.*,
23 No. BC669394 (Cal. Super. Ct., Cty. of Los Angeles) ("*Hsieh Action*"); and (2) *Iuso v. Snap Inc.*, No.
24 17CIV03710 (Cal. Super. Ct., Cty. of San Mateo) ("*Iuso Action*").

25 Plaintiffs Chenghsin D. Hsieh and Wei C. Hsieh commenced the *Hsieh Action* on July 25, 2017
26 in the Los Angeles Superior Court alleging violations of the Securities Act of 1933 (the "1933 Act" or
27 "Securities Act") for claims under §§11, 12(a)(2) and 15 against the Defendants. The complaint in the

28 ⁴ Included within the Class are all Persons and entities who purchased shares of Snap Common Stock
pursuant or traceable to Snap's Initial Public Offering on or about March 2, 2017 and/or on the open
market.

⁵ "Controlling interest" shall be defined as having a majority ownership interest or ownership of the
majority of voting stock of the entity.

1 *Hsieh* Action claims that Snap’s Registration Statement and Prospectus were false because they
2 allegedly failed to disclose the following material information relating to Snap’s financial condition:
3 (1) Snap was experiencing slow growth in its Daily Active User rate and was being adversely affected
4 by Instagram; (2) a purported whistleblower complaint, filed by former employee Anthony Pompliano,
5 raised questions regarding false growth metrics used by Snap executives; and (3) Snap faced substantial
6 liability in connection with a potential patent-infringement action by iFrame Canada Ltd. and its
7 successors. Plaintiffs claim that when the purportedly concealed information came to light between
8 May and July 2017, Snap’s stock price declined to nearly \$14.00 per share.

9 On July 27, 2017, Defendants removed the *Hsieh* Action to Federal Court. On August 29, 2017,
10 the Federal Court *sua sponte* remanded the *Hsieh* Action for lack of jurisdiction.

11 On November 15, 2017, pursuant to the parties’ stipulation, the Court stayed the *Hsieh* Action
12 pending the U.S. Supreme Court’s issuance of a decision in *Cyan, Inc. v. Beaver County Employees*
13 *Retirement Fund*, No. 15-1439 (U.S.). On March 20, 2018, the U.S. Supreme Court issued a decision in
14 *Cyan*, holding that state courts have subject matter jurisdiction over class actions under the Securities Act.

15 Following the issuance of the *Cyan* decision, Defendants moved to stay the *Hsieh* Action in favor
16 of a similar but distinct action in Federal Court⁶ or, in the alternative, to dismiss due to inconvenient
17 forum based on Snap’s forum-selection clause. The plaintiffs in the *Hsieh* Action opposed the motion.
18 By order dated August 16, 2018, the Court stayed the coordinated *Hsieh* Action pending the resolution of
19 the Federal Action.

20 On August 14, 2017, Joseph Iuso commenced the *Iuso* Action in San Mateo Superior Court.
21 The *Iuso* Action was brought as a class action on behalf of all persons who purchased Snap common
22 stock pursuant or traceable to the IPO and alleged only violations of §11 of the Securities Act.
23 Moreover, unlike the *Hsieh* Action, the complaint in the *Iuso* Action focused solely on the Registration
24 Statement’s purported misstatement of the stock-based compensation to be incurred by Snap following
25 the IPO.

26 _____
27 ⁶ The Federal Action, *In re Snap Inc. Securities Litigation*, No. 2:17-cv-03679-SVW-AGR (C.D.
28 Cal.), filed May 16, 2017, is being settled concurrently with this Action. That settlement is set forth in a
separate notice that can be viewed at www.SnapSecuritiesLitigation.com.

1 On August 17, 2017, Defendants removed the *Iuso* Action to the United States District Court for
2 the Northern District of California. On August 24, 2017, Iuso moved to remand. On August 25, 2017,
3 Defendants moved to transfer the *Iuso* Action to the United States District Court for the Central District
4 of California. Iuso did not oppose transfer and on September 27, 2017, the *Iuso* Action was transferred
5 to the Central District of California. On November 21, 2017, the Federal Court granted Iuso’s motion
6 to remand the *Iuso* Action to San Mateo Superior Court.

7 On December 19, 2017, Defendants petitioned the Judicial Council of California to coordinate
8 the *Hsieh* Action with the *Iuso* Action. On February 22, 2018, the Judicial Council granted the petition
9 and ordered that both cases be coordinated in the Los Angeles Superior Court. The coordinated
10 proceeding was assigned to this Court under the caption *Snap Inc. Securities Cases*, JCCP No. 4960
11 (the “JCCP Proceeding”).

12 On June 1, 2018, pursuant to the parties’ stipulation, the Court stayed the JCCP Proceeding
13 pending litigation in the Delaware Court of Chancery, captioned *Sciabacucchi v. Salzberg*, No. 2017-
14 0931, relating to the validity of mandatory forum-selection clauses in the Company’s certificate of
15 incorporation with regard to Securities Act claims.

16 On December 19, 2018, the Delaware Court of Chancery issued its decision in *Sciabacucchi*,
17 finding forum-selection clauses in certificates of incorporation to be invalid and contrary to the federal
18 regime to the extent they sought to regulate Securities Act claims. *See Sciabacucchi v. Salzberg*, No.
19 2017-0931-JTL, 2018 Del. Ch. LEXIS 578, at *2-*4, *15 (Del. Ch. Dec. 19, 2018). The Court of
20 Chancery’s ruling was subsequently reversed by the Delaware Supreme Court. *Salzberg v.*
21 *Sciabacucchi*, No. 346 2019, 2020 Del. LEXIS 100, at *1 (Mar. 18, 2020).

22 By order dated January 17, 2019, the Court vacated the stay in the JCCP Proceeding. On
23 February 19, 2019, Defendants filed a motion to stay the JCCP Proceeding in favor of the Federal
24 Action. Defendants also filed a demurrer to the complaint in the coordinated *Iuso* Action, seeking to
25 dismiss the lawsuit. On February 25, 2019, instead of opposing the demurrer on the merits, the plaintiff
26 in the coordinated *Iuso* Action filed an amended complaint. On April 10, 2019, the Court ordered the
27 *Iuso* Action and JCCP Proceeding stayed until the next status conference set for July 29, 2019, and it
28 extended the stay at subsequent status conferences.

1 In September 2019, the parties in both this Action and in the Federal Action began mediation-
2 related discussions and ultimately selected the Hon. Layn R. Phillips (Ret.) as the mediator. On
3 September 13, 2019, the parties submitted confidential mediation statements concerning the legal and
4 factual issues in the two actions.

5 On October 15, 2019, the parties participated in a full-day formal mediation conducted by the
6 Hon. Layn R. Phillips. Following the mediation session and additional negotiations amongst all parties,
7 the mediator advised the parties on January 17, 2020, that all parties had accepted a mediator's
8 proposal. The parties then entered into a Term Sheet on January 24, 2020.

9 The Parties continued to negotiate the detailed terms of the Settlement of this Action, and these
10 negotiations resulted in the agreement to settle all claims of the Settlement Class against the
11 Defendants, *i.e.*, the Stipulation entered into on April 23, 2020. Plaintiffs' Counsel believe that the
12 claims asserted in the Action have merit and that the evidence developed to date in the Action supports
13 the claims asserted therein. However, Plaintiffs' Counsel recognize and acknowledge the expense and
14 length of continued proceedings, trial, and appeals, and have taken into account the uncertain outcome
15 and the risk of any litigation, especially complex actions such as this. Plaintiffs' Counsel are also
16 mindful of the inherent problems of proof under, as well as the defenses to, the federal securities law
17 violations asserted in the Action, including the defenses asserted by Defendants.

18 Plaintiffs' Counsel believe that the Settlement set forth in the Stipulation confers a meaningful
19 benefit upon the Settlement Class. Plaintiffs' Counsel have determined that the Settlement is in the best
20 interests of the Settlement Class.

21 **The Release**

22 Unless you exclude yourself, you will remain a member of the Settlement Class, and that means
23 that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the
24 same issues in the Action or about issues that could have been asserted in the Action. It also means that
25 all of the Court's orders will apply to you and legally bind you and you will release your Plaintiffs'
26 Released Claims in this case against Defendants and the other Released Defendants' Parties. "Plaintiffs'
27 Released Claims" means Plaintiffs' Claims, whether they are known claims or Unknown Claims (as
28 defined below). Plaintiffs' Released Claims shall not include: (i) any claims relating to the enforcement

1 of the Settlement; or (ii) any claims of any person or entity who or which submits a request for
2 exclusion that is accepted by the Court. “Plaintiffs’ Claims” means all claims, demands, rights, and
3 causes of action, or liabilities of every nature and description, whether arising under federal, state, local,
4 common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in
5 equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued,
6 whether liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class,
7 or individual in nature that (a) Plaintiffs or any other Settlement Class Member: (i) asserted in the Action
8 and/or the Federal Action or (ii) could have asserted in any court or forum that arise out of or are based
9 upon any of the allegations, transactions, facts, matters or occurrences, representations, or omissions set
10 forth in the Action and/or the Federal Action; and (b) relate in any way to the purchase or other
11 acquisition of Snap common stock during the Settlement Class Period.

12 “Released Defendants’ Parties” means: (i) each Defendant and all underwriters of Snap’s IPO
13 (including those not among the Underwriter Defendants⁷); (ii) each of their respective immediate family
14 members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related
15 entities, and affiliates, any trust of which any individual Defendant is the settler or which is for the
16 benefit of any Defendant and/or member(s) of his or her family; and (iii) for any of the entities listed in
17 parts (i) or (ii), their respective past and present general partners, limited partners, principals,
18 shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors,
19 employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors,
20 investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals,
21 predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in
22 their capacities as such, and any entity in which a Defendant has a controlling interest.

23 “Unknown Claims” means any and all Plaintiffs’ Claims of every nature and description against
24 the Released Defendants’ Parties which any Plaintiff or any member of the Settlement Class does not

25 _____
26 ⁷ Those additional underwriters are BTIG, LLC, C.L. King & Associates, Inc., Citigroup Global
27 Markets Inc., Connaught (UK) Limited, Cowen and Company, LLC, Evercore Group, LLC, Jefferies
28 LLC, JMP Securities LLC, LionTree Advisors LLC, Luma Securities LLC, Mischler Financial Group,
Inc., Oppenheimer & Co. Inc., RBC Capital Markets, LLC, Samuel A. Ramirez & Co., Inc., Stifel
Financial Corp., SunTrust Robinson Humphrey, Inc., The Williams Capital Group, L.P., UBS Securities
LLC, and William Blair & Company, LLC.

1 know or suspect to exist in his, her, or its favor at the time of their release of the Plaintiffs' Claims, and
2 any and all Defendants' Claims of every nature and description against the Released Plaintiffs' Parties
3 which any Defendant does not know or suspect to exist in his, her, or its favor at the time of their
4 release of the Defendants' Claims, and including, without limitation, those that, if known by such
5 Plaintiff, member of the Settlement Class or Defendant, might have affected his, her, or its decision(s)
6 with respect to the Settlement or the releases, including his, her, or its decision(s) to object or not to
7 object to the Settlement. With respect to any and all Defendants' Released Claims and Plaintiffs'
8 Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly
9 waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of
10 the Judgment shall have waived, the provisions, rights and benefits conferred by any law of any state or
11 territory of the United States, or principle of common law or foreign law, which is similar, comparable,
12 or equivalent to California Civil Code §1542, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
14 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST
15 IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND
THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED
HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

16 The Plaintiffs, any other Settlement Class Member, and Defendants may hereafter discover facts in
17 addition to or different from those that he, she, or it now knows or believes to be true with respect to the
18 subject matter of Plaintiffs' Claims or Defendants' Claims, but they stipulate and agree that, upon the
19 Effective Date of the Settlement, Plaintiffs, any other Settlement Class Member, and Defendants shall
20 expressly waive and by operation of the Judgment, or Alternative Judgment, if applicable, shall have,
21 fully, finally, and forever settled and released, any and all Plaintiffs' Claims or Defendants' Claims,
22 known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed
23 or hidden, that now exist, or heretofore have existed, upon any theory of law or equity now existing or
24 coming into existence in the future, including, but not limited to, conduct that is negligent, intentional,
25 with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent
26 discovery or existence of such different or additional facts. The Parties acknowledge, and each of the
27 Settlement Class Members shall be deemed by operation of law to have acknowledged, that the
28 foregoing waiver was separately bargained for and a key element of the Settlement.

1 THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO
2 PLAINTIFFS OR TO THE SETTLEMENT CLASS. THIS NOTICE IS NOT INTENDED TO BE AN
3 EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE
4 ALLEGATIONS IN THE ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES
5 ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PENDENCY OF THE
6 ACTION AND PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION
7 WITH THAT SETTLEMENT.

8 **DIFFERENCES BETWEEN THIS ACTION AND THE FEDERAL ACTION**

9 The Settlement Class in this action, brought under the Securities Act of 1933, includes all
10 persons or entities who purchased or otherwise acquired Snap common stock pursuant or traceable to
11 the registration statement and prospectus (collectively, “Registration Statement”) issued in connection
12 with Snap’s IPO and/or on the open market between March 2, 2017, and July 29, 2017. For example,
13 Plaintiffs in this State Action allege that the Registration Statement contained false and misleading
14 statements omitting material facts regarding: (1) slow growth in Snap’s Daily Active User rate, which
15 was being adversely affected by Instagram; (2) a whistleblower complaint filed by former employee
16 Anthony Pompliano and its allegations that Snap executives were manipulating the Company’s growth
17 metrics; and (3) substantial liability Snap faced in connection with a potential patent-infringement
18 action by iFrame Canada Ltd. and its successors. Moreover, this action asserts damages under the 1933
19 Act based on the price investors paid for Snap’s stock in the IPO, \$17 per share. By contrast, the
20 Federal Action is brought on behalf of all purchasers of Snap common stock between March 2, 2017
21 and August 10, 2017, including those who purchased stock traceable to the Registration Statement. The
22 Federal Action asserts damages under the 1933 Act based on a different theory related to the value of
23 Snap as of the IPO, as well as damages under the Securities Exchange Act of 1934, and includes
24 allegations of false statements outside the Registration Statement. Investors can recover the sum of
25 different amounts as a result of the settlement of each action. *Nevertheless, while there are differences*
26 *between the two actions, Settlement Class Members in this Action must only submit one claim form*
27 *to recover in both cases.*

1 **INVESTORS MUST ONLY SUBMIT ONE CLAIM FORM TO RECOVER IN BOTH**
2 **THIS ACTION AND THE FEDERAL ACTION**

3 Although there are differences between this Action and the Federal Action, including the alleged
4 false statements, legal claims, damages theories, and recoveries, investors nonetheless may be entitled
5 to recover from both the Settlement in this Action and the settlement in the Federal Action. *For the*
6 *sake of simplicity and efficiency, there is a single, identical claim form for both this State Action and*
7 *the Federal Action. Settlement Class Members in this State Action must only submit one claim form*
8 *to recover in both cases.*

9 **THE PROPOSED PLAN OF ALLOCATION**

10 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that
11 Settlement Class Members send in and how many shares of Snap common stock you purchased or
12 otherwise acquired during the relevant period and when you bought and sold them.

13 The \$32,812,500.00 Settlement Amount and any interest earned thereon shall be the Settlement
14 Fund. The Settlement Fund less taxes, tax expenses, notice and claims administration expenses,
15 approved attorneys' fees and expenses as well as any awards to the Plaintiffs (the "Net Settlement
16 Fund") shall be distributed to members of the Settlement Class who submit valid Proofs of Claim
17 ("Authorized Claimants").

18 The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net
19 Settlement Fund based upon each Authorized Claimant's "Recognized Loss." The Recognized Loss
20 formula is not intended to be an estimate of the amount of what a Settlement Class Member lost or
21 might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to
22 Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is simply the basis
23 upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

24 A claim will be calculated as follows:

25 For shares of Snap common stock that were purchased in or otherwise traceable to the IPO,⁸
26 from March 2, 2017 through July 29, 2017, and

27 ⁸ Whether a purchase is traceable to the IPO may be established by demonstrating that the shares
28 were purchased between March 2, 2017 and March 7, 2017 (inclusive), or by documentation
demonstrating that the specific shares purchased were issued in the IPO.

1 1. sold on or before July 25, 2017, the Claim per share is the purchase price per share (not
2 to exceed the \$17.00 per share IPO price) minus the sales price per share;

3 2. sold from July 26, 2017 through February 7, 2018, the Claim per share is the purchase
4 price per share (not to exceed the \$17.00 per share IPO price) minus the greater of either: (i) the sales
5 price per share, *or* (ii) \$13.89 per share (the July 25, 2017 closing price, the date the first suit was filed
6 in State Court); or

7 3. retained at the end of February 7, 2018, the Claim per share is \$0.00 (reflecting that the
8 February 7, 2018 closing price of \$20.75 per share was greater than the \$17.00 per share IPO price, *i.e.*,
9 the stock price had fully rebounded by February 7, 2018).

10 **General Provisions:**

11 1. The date of a purchase or sale of Snap common stock is the “trade” date, and not the
12 “settlement” date.

13 2. Any transaction for Snap common stock executed outside of regular trading hours for the
14 U.S. financial markets shall be deemed to have occurred during the next regular trading session.

15 3. The first-in, first-out basis (“FIFO”) will be applied to purchases, acquisitions and sales.
16 Settlement Class Period sales or acquisitions will be matched first against any holdings at the beginning
17 of the Settlement Class Period, and then against purchases or acquisitions in chronological order,
18 beginning with the earliest purchase or acquisition made during the Settlement Class Period. The total
19 of all profits shall be subtracted from the total of all losses from transactions to determine if a
20 Settlement Class Member has a recognized claim.

21 4. In the calculations for Recognized Loss, all purchases or acquisitions and sale prices
22 shall exclude any fees, taxes and commissions. If a Recognized Loss amount is calculated to be a
23 negative number, that Recognized Loss shall be set to zero.

24 5. Only if a Settlement Class Member had a net market loss after all profits from
25 transactions in Snap common stock during the Settlement Class Period are subtracted from all losses,
26 will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund.
27 If the Settlement Class Member has an overall market loss, the value of the Settlement Class Member’s
28 recognized claim shall be the *lesser* of: (a) the overall market loss; and (b) the overall Recognized Loss.

1 Shares held as of the beginning of the Settlement Class Period will be excluded for purposes of
2 calculating a market gain or loss.

3 6. No cash payment will be made on a claim where the potential distribution amount is less
4 than \$10.00. Please be advised that if you did not incur a Recognized Loss as defined in the Plan of
5 Allocation you will not receive a cash distribution from the Net Settlement Fund, but you will be bound
6 by all determinations and judgments of the Court in connection with the Settlement, including being
7 barred from asserting any of the Plaintiffs' Released Claims against the Released Defendants' Parties.

8 7. The Court has reserved jurisdiction to allow, disallow or adjust the claim of any
9 Settlement Class Member on equitable grounds.

10 8. No person shall have any claim against Plaintiffs' Counsel, the Claims Administrator or
11 other agent designated by Plaintiffs' Counsel, or any Defendant or any Defendant's counsel based on
12 the distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or
13 further orders of the Court.

14 9. Settlement Class Members who do not submit valid Proofs of Claim will not share in the
15 settlement proceeds. Settlement Class Members who do not either submit a request for exclusion or
16 submit a valid Proof of Claim will nevertheless be bound by the Settlement and the Order and Final
17 Judgment of the Court dismissing the Actions.

18 10. Please contact the Claims Administrator or Plaintiffs' Counsel if you disagree with any
19 determinations made by the Claims Administrator regarding your Proof of Claim. If you are
20 dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all
21 Settlement Class Members and the claims administration process, to decide the issue by submitting a
22 written request.

23 11. Defendants, their respective counsel, and all other Released Defendants' Parties will
24 have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution
25 of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Plaintiffs and
26 Plaintiffs' Counsel, likewise, will have no liability for their reasonable efforts to execute, administer,
27 and distribute the Settlement.

28

1 **PROOF OF CLAIM AND RELEASE FORM**

2 To be eligible to receive a cash distribution from the Settlement Fund, you must timely
3 complete, sign and submit a Proof of Claim and Release Form (“Proof of Claim”). A Proof of Claim
4 may be downloaded at www.SnapSecuritiesLitigation.com. Only one Proof of Claim is required to
5 participate in the settlements of both this State Action and the Federal Action. Read the instructions
6 carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or
7 submit it online so that it is postmarked (if mailed) or received (if filed electronically) no later than
8 _____, 2020. The claim form may be submitted online at www.SnapSecuritiesLitigation.com. If
9 you do not submit a valid Proof of Claim form with all of the required information, you will not receive
10 a payment from the Net Settlement Fund; however, unless you expressly exclude yourself from the
11 Settlement Class as described above, you will still be bound in all other respects by the Settlement, the
12 Judgment, and the release contained in the Stipulation.

13 Members of the Settlement Class who do not exclude themselves from the Settlement Class and
14 who fail to submit a valid and timely Proof of Claim will nevertheless be bound by the Settlement if
15 finally approved, and all orders and the judgment entered by the Court in connection therewith. The
16 Release will become effective on the Effective Date of the Settlement.

17 Each person or entity submitting a Proof of Claim thereby submits to the jurisdiction of the
18 Court for purposes of the Action, the Settlement and any proceedings relating to such Proof of Claim,
19 and agrees that such a filed Proof of Claim will be subject to review and further inquiry as to such
20 person’s or entity’s status as a member of the Settlement Class and the allowable amount of the claim.

21 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

22 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation
23 is terminated, the Action will proceed as if the Stipulation had not been entered into.

24 **WHO REPRESENTS THE SETTLEMENT CLASS?**

25 The law firms of Robbins Geller Rudman & Dowd LLP, Bottini & Bottini, Inc., and Block &
26 Leviton LLP represent Plaintiffs in the Action. These lawyers are called Plaintiffs’ Counsel. These
27 lawyers will apply to the Court for payment of attorneys’ fees and expenses from the Settlement Fund;
28

1 you will not be otherwise charged for their work. If you want to be represented by your own lawyer,
2 you may hire one at your own expense.

3 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

4 **IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOU MAY BE ELIGIBLE**
5 **TO SHARE IN THE BENEFITS OF THIS SETTLEMENT AND WILL BE BOUND BY ITS**
6 **TERMS UNLESS YOU EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS.**

7 If you want to keep the right to sue or continue to sue Defendants on your own about the legal
8 issues in the Action, then you must take steps to get out of the Settlement Class. This is called
9 excluding yourself from, or “opting out” of, the Settlement Class. If you are requesting exclusion
10 because you want to bring your own lawsuit based on the matters alleged in this Action, you may want
11 to consult an attorney and discuss whether any individual claim that you may wish to pursue would be
12 time-barred by the applicable statutes of limitation or repose.

13 To exclude yourself from the Settlement Class, you must send a letter by mail saying that you
14 want to be excluded from the Settlement Class. Be sure to include your name, address, telephone
15 number, and sign the letter. You should also include the number of shares of Snap common stock you
16 purchased or acquired that are subject to the Action, including the number of shares of Snap common
17 stock that you purchased/acquired and/or sold during the Settlement Class Period, as well as the dates,
18 number of shares, and prices of each such purchase/acquisition and sale. Your exclusion request must
19 be *postmarked no later than* _____, 2020 and sent to the Claims Administrator at:

20 *Snap Securities Litigation*
21 Claims Administrator
22 c/o JND Legal Administration
23 P.O. Box 91314
24 Seattle, WA 98111
25 1-855-958-0630
26 info@SnapSecuritiesLitigation.com
27 www.SnapSecuritiesLitigation.com

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

1 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND**
2 **EXPENSES, AND/OR THE PLAN OF ALLOCATION?**

3 Yes. If you are a Settlement Class Member, you may object to the terms of the Settlement. Any
4 objection, filings, and other submissions by the objecting Settlement Class Member must: (a) state the
5 name, address, and telephone number of the person or entity objecting and must be signed by the
6 objector; (b) state with specificity the grounds for the Settlement Class Member's objection, including
7 any legal and evidentiary support the Settlement Class Member wishes to bring to the Court's attention
8 and whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to
9 the entire Settlement Class; and (c) include documents sufficient to prove membership in the Settlement
10 Class, including the number of shares of Snap common stock that the objecting Settlement Class
11 Member purchased/acquired and/or sold during the Settlement Class Period, as well as the dates,
12 number of shares, and prices of each such purchase/acquisition and sale. The objecting Settlement Class
13 Member shall provide documentation establishing membership in the Settlement Class through copies
14 of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement
15 from the objector's broker containing the transactional and holding information found in a broker
16 confirmation slip or account statement. Whether or not you object to the terms of the Settlement, you
17 may also object to the requested attorneys' fees and expenses, and/or the Plan of Allocation. An
18 objection may be submitted by filing a written statement, accompanied by proof of Settlement Class
19 membership, with the Court, and sending to Plaintiffs' Counsel *by* _____, 2020. The State
20 Court's address is Superior Court of the State of California, County of Los Angeles, 111 North Hill
21 Street, Los Angeles, CA 90012. Plaintiffs' Counsel's address is: Robbins Geller Rudman & Dowd
22 LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o James I. Jaconette,
23 jamesj@rgrdlaw.com.

24 Attendance at the Final Approval Hearing is not necessary; however, if you wish to be heard
25 orally at the Final Approval Hearing please indicate in your written objection your intention to appear at
26 the hearing and identify any witnesses you may call to testify and exhibits, if any, you intend to
27 introduce into evidence.
28

1 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF**
2 **FROM THE SETTLEMENT?**

3 Objecting is telling the Court that you do not like something about the proposed Settlement, the
4 Plan of Allocation, or Plaintiffs' Counsel's request for an award of attorneys' fees and expenses. You
5 can object *only* if you stay in the Settlement Class. Excluding yourself is telling the Court that you do
6 not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object
7 because the Settlement no longer applies to you.

8 **THE FINAL APPROVAL HEARING**

9 The Court will hold a Final Approval Hearing on _____, 2020, at _____.m., before the
10 Honorable Elihu M. Berle either telephonically or in person at the Superior Court of the State of
11 California, County of Los Angeles, 312 North Spring Street, Los Angeles, CA 90012, for the purpose of
12 determining whether: (1) the Settlement of the Action for \$32,812,500.00 in cash should be approved
13 by the Court as fair, reasonable and adequate; (2) to award Plaintiffs' Counsel attorneys' fees and
14 expenses out of the Settlement Fund; and (3) the Plan of Allocation should be approved by the Court.
15 The Court may adjourn or continue the Final Approval Hearing without further notice to members of
16 the Settlement Class. You should check the Settlement website, www.SnapSecuritiesLitigation.com,
17 for further details on the Final Approval Hearing.

18 Any Settlement Class Member may appear at the Final Approval Hearing and be heard on any
19 of the foregoing matters. Any written objection should be filed, together with proof of membership in
20 the Settlement Class, with the Court at the above address *no later than* _____, 2020, and showing
21 proof of service on the following counsel:

22 James I. Jaconette
23 ROBBINS GELLER RUDMAN
24 & DOWD LLP
25 655 West Broadway, Suite 1900
26 San Diego, CA 92101

27 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

28 This Notice contains only a summary of the terms of the proposed Settlement. The records in
the Action may be examined and copied at any time during regular office hours, and subject to
customary copying fees, at the Clerk of the Superior Court of the State of California, County of Los

1 Angeles, 111 North Hill Street, Los Angeles, CA 90012. In addition, all of the Settlement documents,
2 including the Stipulation, this Notice, the Proof of Claim form and proposed Judgment may be obtained
3 online at www.SnapSecuritiesLitigation.com or by contacting the Claims Administrator at:

4 *Snap Securities Litigation*
5 Claims Administrator
6 c/o JND Legal Administration
7 P.O. Box 91314
8 Seattle, WA 98111
9 1-855-958-0630
10 info@SnapSecuritiesLitigation.com
11 www.SnapSecuritiesLitigation.com

12 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
13 Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900, if you have any
14 questions about the Action or the Settlement.

15 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

16 * * *

17 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

18 If you hold any Snap common stock purchased or otherwise acquired between March 2, 2017
19 and July 29, 2017, inclusive, as a nominee for a beneficial owner, then, within ten (10) days after you
20 receive this Notice, you must either: (1) send a copy of the Postcard Notice by First-Class Mail to all
21 such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims
22 Administrator:

23 *Snap Securities Litigation*
24 Claims Administrator
25 c/o JND Legal Administration
26 P.O. Box 91314
27 Seattle, WA 98111
28 1-855-958-0630
info@SnapSecuritiesLitigation.com
www.SnapSecuritiesLitigation.com

If you choose to mail the Postcard Notice yourself, you may obtain from the Claims
Administrator (without cost to you) as many copies of the Postcard Notice as you will need to complete
the mailing.

1 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
2 performed for you, you may obtain reimbursement for or advancement of reasonable administrative
3 costs actually incurred or expected to be incurred in connection with forwarding the Postcard Notice
4 and which would not have been incurred but for the obligation to forward the Postcard Notice, upon
5 submission of appropriate documentation to the Claims Administrator.

6
7 DATED: _____

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF LOS ANGELES
HONORABLE ELIHU M. BERLE

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EXHIBIT A-3

In re Snap Inc. Securities Litigation
Case No. 2:17-cv-03679-SVW-AGR (C.D. Cal.)

Snap, Inc. Securities Cases
No. JCCP 4960 (Cal. Super. Ct., Los Angeles Cty.)

**SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTIONS AND
PROPOSED SETTLEMENT OF FEDERAL CASE AND STATE CASES;
(II) MOTIONS FOR AWARDS OF ATTORNEYS' FEES AND
LITIGATION EXPENSES; AND (III) SETTLEMENT HEARINGS**

TO: (i) All persons and entities who purchased or otherwise acquired Snap Inc. Class A common stock (“Snap Common Stock”) between March 2, 2017 and August 10, 2017, inclusive, and were damaged thereby (the “Federal Class”); and (ii) All persons who purchased or otherwise acquired Snap Common Stock between March 2, 2017 and July 29, 2017, inclusive, and were damaged thereby (the “State Class” and together with the Federal Class, the “Classes”).¹ Certain persons and entities are excluded from the Classes as set forth in detail in the settlement agreements for the Federal and State Actions and the Notices described below.

**PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS WILL BE
AFFECTED BY PENDING CLASS ACTION LAWSUITS.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure, and an Order of the United States District Court for the Central District of California, that a lawsuit captioned *In re Snap Inc. Securities Litigation*, Case No. 2:17-cv-03679-SVW-AGR (C.D. Cal.) (“Federal Action”) has been certified as a class action.

YOU ARE FURTHER NOTIFIED, pursuant to California Rules of Court 3.766 and 3.771, and an Order of the Superior Court of the State of California, Los Angeles County, that a related lawsuit captioned *Snap, Inc. Securities Cases*, No. JCCP 4960 (Cal. Super Ct., L.A. Cty.) (“State Action”) has been proposed for class certification (for settlement purposes only).

¹ Included within the Classes are all persons and entities who purchased shares of Snap Common Stock pursuant or traceable to Snap’s Initial Public Offering on or about March 2, 2017 and/or on the open market.

The parties to the Federal Action and the State Action (together, the “Actions”) have reached proposed settlements (“Settlements”) in the amount of \$154,687,500 in cash in the Federal Action (the “Federal Settlement”) and \$32,812,500 in cash in the State Action (the “State Settlement”). If approved, the Settlements will resolve all claims in the Actions. Hearings will be held in the Federal Action on _____, 2020 at __: __ .m., before the Honorable Stephen V. Wilson at the United States District Court, First Street Courthouse, 350 W. 1st Street, Courtroom 10A, 10th Floor, Los Angeles, California (the “Federal Court”), and in the State Action on _____, 2020 at __: __ .m., before the Honorable Elihu M. Berle at the Superior Court of the State of California, Spring Street Courthouse, Department 6, 312 North Spring Street, Los Angeles, California (the “State Court”) to determine whether: (i) the Federal and State Settlements, respectively, should be approved as fair, reasonable, and adequate; (ii) the Federal and State Actions, respectively, should be dismissed with prejudice against Defendants, and the releases specified and described in the settlement agreements (and in the Notices described below) should be entered; (iii) the proposed Plans of Allocation for the Federal and State Settlements, respectively, should be approved as fair and reasonable; and (iv) counsel’s applications for awards of attorneys’ fees and expenses should be approved. The State Court will also be asked to determine whether the State Class should be certified for purposes of effectuating the State Settlement.

The Settlements will not become effective until both the Federal and State Settlements receive final approval from their respective Courts, and both have become final. If approved, the Settlements will resolve all claims in the Federal and State Actions.

If you are a member of one or both Classes, your rights will be affected by the pending Federal and State Actions and the Settlements, and you may be entitled to share in the settlement proceeds. This notice provides only a summary of the information contained in the detailed Notice of (I) Pendency of Class Action and Proposed Settlement of Federal Case; (II) Motion for an Award of Attorneys’ Fees and Litigation Expenses; and (III) Settlement Hearing (“Federal Notice”) and the detailed Notice of Pendency and Proposed Settlement of Class Action (“State Notice”) and, together with the Federal Notice, the “Notices”). You may obtain copies of both Notices, along with the Claim Form, on the website for the Settlements, www.SnapSecuritiesLitigation.com. You may also obtain copies of the detailed Notices and Claim Form by contacting the Claims Administrator at *Snap Securities Litigation*, c/o JND Legal Administration, P.O. Box 91314, Seattle, WA 98111; 1-855-958-0630; info@SnapSecuritiesLitigation.com.

If you are a member of one or both Classes, in order to be eligible to receive a payment under the proposed Settlements, you must submit a Claim Form *postmarked (if mailed), or online at www.SnapSecuritiesLitigation.com, no later than _____, 2020*, in accordance with the instructions set forth in the Claim Form. If you are a member of one or both Classes and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlements but you will nevertheless be bound by any releases, judgments, or orders entered by the Courts for the Federal Action and/or the State Action, respectively.

If you are a member of the Federal Class, the State Class, or both Classes and wish to exclude yourself from one or both Classes, you must submit a request for exclusion such that it is *received no later than _____, 2020*, in accordance with the instructions set forth in the detailed Notices. If you properly exclude yourself from one or both Classes, you will not be bound by any releases, judgments, or orders entered by the Courts for the Federal Action and/or the State Action, respectively, and you will not be eligible to share in the net proceeds of the Settlements. Excluding yourself is the only option that may allow you to be part of any other current or future lawsuit against Defendants or any of the other released parties concerning the claims being resolved by the Settlements. Please note, however, if you decide to exclude yourself, you may be time-barred from asserting certain of the claims covered by the Federal and/or State Actions by a statute of repose.

Any objections to the proposed Federal and State Settlements, the proposed Plans of Allocation (as contained in the Notices), and/or counsels' motions for attorneys' fees and expenses, must be filed with the respective Court and delivered to the respective counsel such that they are *received no later than _____, 2020*, in accordance with the instructions set forth in the detailed Notices.

PLEASE DO NOT CONTACT THE FEDERAL OR STATE COURTS, THE CLERKS' OFFICES, DEFENDANTS, OR THEIR COUNSEL REGARDING THIS NOTICE. All questions about this notice, the Federal and State Settlements, or your eligibility to participate in the Settlements should be directed to the counsel set forth below or the Claims Administrator.

Requests for the detailed Notices and Claim Form should be made to the Claims Administrator:

Snap Securities Litigation
c/o JND Legal Administration
P.O. Box 91314
Seattle, WA 98111
1-855-958-0630

info@SnapSecuritiesLitigation.com
www.SnapSecuritiesLitigation.com

Inquiries, other than requests for the detailed Notices and Claim Form, may be made to counsel as follows:

**Inquiries for the Federal Settlement
should be directed to:**

Sharan Nirmul, Esq.
Kessler Topaz Meltzer
& Check, LLP
280 King of Prussia Road
Radnor, PA 19087
1-610-667-7706
info@ktmc.com

**Inquiries for the State Settlement
should be directed to:**

James I. Jaconette, Esq.
Robbins Geller Rudman
& Dowd LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
1-619-231-1058
jamesj@rgrdlaw.com

DATED: _____, 2020

BY ORDER OF THE COURT
United States District Court
Central District of California

DATED: _____, 2020

BY ORDER OF THE COURT
Superior Court of the State of California
Los Angeles County

EXHIBIT A-4



JNDLA @JND_LA · Dec 2

Purchasers or those who otherwise acquired Snap Inc. Class A Common Stock between March 2, 2017 and August 10, 2017 may be affected by a Class Action Settlement



All persons who purchased or acquired Snap Inc. Class A Common Stock

snapsecuritieslitigation.com



Promoted

LEGAL NOTICE

All persons who purchased or acquired Snap Inc. Class A Common Stock may be affected by a class action settlement. [Learn More >>>](#)



LEGAL NOTICE

All persons who purchased or acquired Snap Inc. Class A Common Stock may be affected by a class action settlement. [Learn More >>>](#)



LEGAL NOTICE



All persons who purchased or acquired Snap Inc. Class A Common Stock may be affected by a class action settlement. [Learn More >>>](#)

JND

LEGAL NOTICE

All persons who purchased or acquired Snap Inc. Class A Common Stock may be affected by a class action settlement. [Learn More >>>](#)



LEGAL NOTICE

All persons who purchased or acquired Snap Inc. Class A Common Stock may be affected by a class action settlement. [Learn More >>>](#)

JND

EXHIBIT A-5

Snap Securities Litigation
c/o JND Legal Administration
P.O. Box 91314
Seattle, WA 98111

Toll-Free Number: 1-855-958-0630
Email: info@SnapSecuritiesLitigation.com
Website: www.SnapSecuritiesLitigation.com

PROOF OF CLAIM AND RELEASE FORM

In order to be potentially eligible to receive a share of the net settlement proceeds in connection with (i) the proposed settlement of the action entitled *In re Snap Inc. Securities Litigation*, Case No. 2:17-cv-03679-SVW-AGR (C.D. Cal.) (the “Federal Settlement”); and (ii) the proposed settlement of the actions entitled *Snap, Inc. Securities Cases*, No. JCCP 4960 (Cal. Super. Ct., Los Angeles Cty.) (the “State Settlement” and, together with the Federal Settlement, the “Settlements”), you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the above address, or submit it online at www.SnapSecuritiesLitigation.com, **postmarked (or received) no later than _____, 2020. Please submit only ONE Claim Form. Your Claim Form will be processed in connection with both Settlements.**

Failure to submit your Claim Form by the date specified above will subject your claim to rejection and may preclude you from being eligible to recover any money in connection with the proposed Settlements.

Do not mail or deliver your Claim Form to the Court, the Parties to the actions, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above, or online at www.SnapSecuritiesLitigation.com.

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COMMON STOCK (“SNAP COMMON STOCK”)**

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PART IV – RELEASE OF CLAIMS AND SIGNATURE

—

PART I – GENERAL INSTRUCTIONS

It is important that you completely read and understand both: (i) the Notice of (I) Pendency of Class Action and Proposed Settlement of Federal Case; (II) Motion for Attorneys’ Fees and Litigation Expenses; and (III) Settlement Hearing (the “Federal Settlement Notice”); and (ii) the Notice of Pendency and Proposed Settlement of Class Action (the “State Settlement Notice” and, together with the Federal Settlement Notice, the “Notices”), including the proposed plans of allocation set forth in each (*i.e.*, the “Federal Settlement Plan of Allocation” and the “State Settlement Plan of Allocation,” respectively). Both Notices are available for review and download on the website www.SnapSecuritiesLitigation.com. Each Notice describes the respective proposed settlement, how class members are affected by the settlement, and the manner in which the net settlement proceeds for the respective settlement will be distributed if the settlement and proposed plan of allocation receive final court approval. **The Notices also advise recipients that the Settlements will not become effective until both the Federal and State Settlements receive final approval from their respective courts, and both have become final.** By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notices, including the terms of the releases described therein and provided for herein.

1. This Claim Form is directed to **all persons and entities who purchased or otherwise acquired Snap Common Stock between March 2, 2017 and August 10, 2017, inclusive, and were damaged thereby** (the “Federal Class”). The class for the State Settlement consists of all persons and entities who purchased or otherwise acquired Snap Common Stock between March 2, 2017 and July 29, 2017, inclusive, and were damaged thereby (the “State Class” and, together with the Federal Class, the “Classes”). Included within the Classes are all persons and entities who purchased shares of Snap Common Stock pursuant to Snap’s Initial Public Offering (“IPO”) on or about March 2, 2017, and/or on the open market. Certain persons and entities are excluded from the Classes by definition as forth in ¶ 30 of the Federal Settlement Notice and ¶ ___ of the State Settlement Notice.

2. By submitting this Claim Form, you are making a request to share in the proceeds of the Settlements described in the Notices. **IF YOU ARE NOT A MEMBER OF THE CLASSES, OR IF YOU SUBMITTED REQUESTS FOR EXCLUSION FROM THE CLASSES, DO NOT SUBMIT A CLAIM FORM AS YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN EITHER SETTLEMENT. THUS, IF YOU EXCLUDED YOURSELF FROM THE CLASSES, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED. Please Note: If you are a member of both Classes, and request exclusion *only* from the Federal Class, you are only eligible to receive payment from the State Settlement and your Claim Form will only be processed in accordance with the State Settlement Plan of Allocation. Likewise, if you are a**

member of both Classes, and request exclusion only from the State Class, you are only eligible to receive payment from the Federal Settlement and your Claim Form will only be processed in accordance with the Federal Settlement Plan of Allocation.

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlements. The distribution of the net settlement proceeds will be governed by the Plans of Allocation for the Settlements as set forth in the Notices, if they are approved by the Courts, or by such other plans of allocation as the Courts approve.**

4. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of Snap Common Stock. On this schedule, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Snap Common Stock, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your Claim.**

5. **Please note:** Only Snap Common Stock purchased or otherwise acquired between March 2, 2017 and August 10, 2017, inclusive, is potentially eligible under the Settlements. However, with respect to the Federal Settlement Plan of Allocation, pursuant to the “90-Day Look-Back Period” (described in the Federal Settlement Plan of Allocation set forth in the Federal Settlement Notice), your sales of Snap Common Stock during the period from August 11, 2017 through and including the close of trading on November 8, 2017 will be used for purposes of calculating loss amounts for the Federal Settlement. Therefore, in order for the Claims Administrator to be able to balance your Claim, the requested purchase information during the 90-Day Look-Back Period must also be provided. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your Claim.**

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Snap Common Stock set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Snap Common Stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

7. All joint beneficial owners each must sign this Claim Form and their names must appear as “Claimants” in Part II of this Claim Form. The complete name(s) of the beneficial owner(s) must be entered. If you purchased or otherwise acquired Snap Common Stock during the relevant time period and held the shares in your name, you are the beneficial owner as well as the record owner. If you purchased or otherwise acquired Snap Common Stock during the relevant time period and the shares were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

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

9. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, last four digits of the Social Security Number (or Taxpayer Identification Number), address, and telephone number of the beneficial owner of the Snap Common Stock (or other person or entity on whose behalf they are acting with respect to); and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person’s accounts.)

10. If the Courts approve the Settlements, payments to eligible Authorized Claimants pursuant to the Plans of Allocation (or such other plans of allocation as the Courts may approve) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

11. **PLEASE NOTE:** As set forth in the Plans of Allocation, each Authorized Claimant

shall receive his, her, or its *pro rata* share of the net settlement proceeds. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be: (1) the Authorized Claimant’s Recognized Claim (calculated pursuant to the Federal Settlement Plan of Allocation) divided by the total Recognized Claims of all Authorized Claimants (calculated pursuant to the Federal Settlement Plan of Allocation), multiplied by the total amount in the net settlement fund for the Federal Settlement, *plus* (2) the Authorized Claimant’s loss, if any, calculated pursuant to the State Settlement Plan of Allocation divided by the total losses of all Authorized Claimants calculated pursuant to the State Settlement Plan of Allocation, multiplied by the total amount in the net settlement fund for the State Settlement. If the prorated Distribution Amount to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

12. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or copies of the Notices, you may contact the Claims Administrator, JND Legal Administration, at the above address, by email at info@SnapSecuritiesLitigation.com, or by toll-free phone at 1-855-958-0630, or you can visit the website maintained by the Claims Administrator, www.SnapSecuritiesLitigation.com, where copies of the Claim Form and Notices are available for downloading.

13. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file layout, you may visit the website www.SnapSecuritiesLitigation.com, or you may email the Claims Administrator’s electronic filing department at info@SnapSecuritiesLitigation.com. **Any file that is not in accordance with the required electronic filing format will be subject to rejection.** No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to you to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Claims Administrator’s electronic filing department at info@SnapSecuritiesLitigation.com to inquire about your file and confirm it was received.**

IMPORTANT PLEASE NOTE:

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-855-958-0630.

PART II – CLAIMANT IDENTIFICATION

Please complete this PART II in its entirety. The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner's First Name

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

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

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

Zip Code

Country

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (home)

Telephone Number (work)

Email address (E-mail address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

Account Number (where securities were traded)¹

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

Claimant Account Type (check appropriate box)

- Individual (includes joint owner accounts)
- Pension Plan
- Trust
- Corporation
- Estate
- IRA/401K
- Other _____ (please specify)

¹ If the account number is unknown, you may leave blank. If filing for more than one account for the same legal entity you may write "multiple." Please see ¶ 8 of the General Instructions above for more information on when to file separate Claim Forms for multiple accounts.

PART III – SCHEDULE OF TRANSACTIONS IN SNAP COMMON STOCK

Complete this Part III if and only if you purchased or otherwise acquired Snap Class A common stock (i.e., Snap Common Stock) between March 2, 2017 and August 10, 2017, inclusive. Please be sure to include proper documentation with your Claim Form as described in detail in Part I – General Instructions, ¶ 6, above. Do not include information regarding securities other than Snap Common Stock.

| 1. PURCHASES/ACQUISITIONS FROM MARCH 2, 2017 THROUGH AUGUST 10, 2017, INCLUSIVE – Separately list each and every purchase/acquisition (including free receipts) of Snap Common Stock from after the opening of trading on March 2, 2017 through and including the close of trading on August 10, 2017. (Must be documented.) | | | | | |
|---|---|--|---|---|---|
| Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year) | Number of Shares Purchased/ Acquired | Purchase/ Acquisition Price Per Share | Total Purchase/ Acquisition Price (excluding fees, taxes, and commissions) | Check the box if these shares were purchased pursuant or traceable to Snap’s IPO on or about March 2, 2017 (Must include documentation) | Confirm Proof of Purchases/ Acquisitions Enclosed |
| / / | | \$ | \$ | <input type="checkbox"/> | <input type="checkbox"/> |
| / / | | \$ | \$ | <input type="checkbox"/> | <input type="checkbox"/> |
| / / | | \$ | \$ | <input type="checkbox"/> | <input type="checkbox"/> |
| / / | | \$ | \$ | <input type="checkbox"/> | <input type="checkbox"/> |
| / / | | \$ | \$ | <input type="checkbox"/> | <input type="checkbox"/> |

2. PURCHASES/ACQUISITIONS FROM AUGUST 11, 2017 THROUGH NOVEMBER 8, 2017, INCLUSIVE – State the total number of shares of Snap Common Stock purchased/acquired (including free receipts) from after the opening of trading on August 11, 2017 through and including the close of trading on November 8, 2017. (Must be documented.) If none, write “zero” or “0.”² _____

² **Please note:** Information requested with respect to your purchases/acquisitions of Snap

| 3. SALES FROM MARCH 2, 2017 THROUGH NOVEMBER 8, 2017, INCLUSIVE – Separately list each and every sale/disposition (including free deliveries) of Snap Common Stock from after the opening of trading on March 2, 2017 through and including the close of trading on November 8, 2017. (Must be documented.) | | | | IF NONE, CHECK HERE <input type="radio"/> |
|--|-----------------------|----------------------|--|---|
| Date of Sale (List Chronologically) (Month/Day/Year) | Number of Shares Sold | Sale Price Per Share | Total Sale Price (excluding fees, taxes, and commissions) | Confirm Proof of Sales Enclosed |
| / / | | \$ | \$ | <input type="radio"/> |
| / / | | \$ | \$ | <input type="radio"/> |
| / / | | \$ | \$ | <input type="radio"/> |
| / / | | \$ | \$ | <input type="radio"/> |
| / / | | \$ | \$ | <input type="radio"/> |
| 5. HOLDINGS AS OF NOVEMBER 8, 2017 – State the total number of shares of Snap Common Stock held as of the close of trading on November 8, 2017. (Must be documented.) If none, write “zero” or “0.” _____ | | | | Confirm Proof of Holding Position Enclosed <input type="radio"/> |

IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX

Common Stock from after the opening of trading on August 11, 2017 through and including the close of trading on November 8, 2017 is needed in order to perform the necessary calculations for your Claim; purchases/acquisitions during this period, however, are not eligible transactions and will not be used for purposes of calculating losses for the Federal Settlement.

PART IV - RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASES AND CERTIFICATION BELOW AND SIGN ON PAGE __ OF THIS CLAIM FORM.

SETTLEMENT RELEASE: I (we) hereby acknowledge that, pursuant to the terms more fully set forth in the Stipulation and Agreement of Settlement dated March 20, 2020 in the Federal Case (“Federal Stipulation”) and the Stipulation and Agreement of Settlement dated March __, 2020 in the State Cases (“State Stipulation”), without further action by anyone, upon the Effective Dates of the Federal and State Settlements, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgments shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim against the Released Defendants’ Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Released Defendants’ Parties (to the extent I have not validly excluded myself from one or both Settlements).

CERTIFICATION

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notices, the Federal and State Stipulations, and this Claim Form, including the releases provided for in the Federal and State Settlements and the terms of their respective Plans of Allocation;
2. that the claimant(s) is a (are) member(s) of the Federal Class and/or the State Class, as defined in the respective Notices, and is (are) not excluded by definition from one or both of the Classes as set forth in the Notices;
3. that the claimant(s) has (have) **not** submitted a request for exclusion from both Classes;
4. that I (we) own(ed) the Snap Common Stock identified in the Claim Form and have not assigned the claim against Defendants or any of the other Released Defendants’ Parties to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant(s) has (have) not submitted any other Claim covering the same purchases/acquisitions of Snap Common Stock and knows (know) of no other person having done so on the claimant’s (claimants’) behalf;

6. that the claimant(s) submit(s) to the jurisdiction of the Courts with respect to claimant's (claimants') Claim and for purposes of enforcing the releases set forth herein;

7. that I (we) agree to furnish such additional information with respect to this Claim Form as counsel, the Claims Administrator, or the Court(s) may require;

8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, agree(s) to the determination by the Court(s) of the validity or amount of this Claim and waives any right of appeal or review with respect to such determination;

9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the actions; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the claimant(s) is (are) exempt from backup withholding or (b) the claimant(s) has (have) not been notified by the IRS that he/she/it/they is (are) subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the claimant(s) that he/she/it/they is (are) no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he/she/it/they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of claimant Date

Print claimant name here

Signature of joint claimant, if any Date

Print joint claimant name here

If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of claimant

Date

Print name of person signing on behalf of claimant here

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶ 9 on page ___ of this Claim Form.)

REMINDER CHECKLIST

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and any supporting documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 1-855-958-0630.**
6. If your address changes in the future, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@SnapSecuritiesLitigation.com, or by toll-free phone at 1-855-958-0630 or you may visit www.SnapSecuritiesLitigation.com. **DO NOT** call the Courts, Defendants, or Defendants' Counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, OR SUBMITTED ONLINE VIA THE WEBSITE WWW.SNAPSECURITIESLITIGATION.COM, **POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2020**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

Snap Securities Litigation
c/o JND Legal Administration
P.O. Box 91314
Seattle, WA 98111

If mailed, a Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before _____, 2020, is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

EXHIBIT B

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
655 West Broadway, Suite 1900
3 San Diego, CA 92101
Telephone: 619/231-1058
4 619/231-7423 (fax)
jamesj@rgrdlaw.com
5

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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES

16 Coordination Proceeding)
Special Title Rule (3.550))

17)
18 SNAP INC. SECURITIES CASES)

19 This Document Relates To:)

20 ALL ACTIONS.)
21)

Case No. JCCP 4960

JUDGMENT AND ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

EXHIBIT B

Judge: Honorable Elihu M. Berle
Dept: 6

Coordinated Actions:

Hsieh, et al. v. Snap Inc., et al., No. BC669394,
CA Super. Ct., Cty. of Los Angeles

Iuso v. Snap Inc., et al., No. 17CIV03710,
CA Super. Ct., Cty. of San Mateo

1 WHEREAS, the Court is advised that the Parties,¹ through their counsel, have agreed, subject to
2 Court approval following notice to the Settlement Class and hearing, to settle the Action upon the terms
3 and conditions set forth in the Stipulation of Settlement dated April 23, 2020 (the “Stipulation”), which
4 was filed with the Court; and

5 WHEREAS, on _____, 2020, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Settlement Class of the Settlement, and said notice has been made, and
8 the fairness hearing having been held; and

9 NOW, THEREFORE, based on the Stipulation and all of the filings, records and proceedings
10 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is
11 fair, reasonable and adequate, and upon a Final Approval Hearing having been held after notice to the
12 Settlement Class of the Settlement to determine if the Settlement is fair, reasonable, and adequate and
13 whether the Judgment should be entered in this Action;

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

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

17 B. The parties have consented to the Court’s jurisdiction for purposes of this settlement,
18 and the Court has jurisdiction of the subject matter of this Action and over all members of the
19 Settlement Class.

20 C. With respect to the Settlement Class, and solely for the purposes of this settlement, the
21 Court finds that:

22 (i) The parties have agreed for purposes of this settlement only that the members of
23 the Settlement Class are so numerous that their joinder in the Action is impracticable;

24 _____
25 ¹ As used herein, the term “Parties” means Plaintiffs Joseph Iuso, Chenghsin D. Hsieh and Wei C.
26 Hsieh (“Plaintiffs”), and Defendants Snap Inc. (“Snap” or the “Company”), Evan Spiegel, Robert
27 Murphy, Andrew Vollero, Imran Khan, Joanna Coles, A.G. Lafley, Mitchell Lasky, Michael Lynton,
28 Stanley Meresman, Scott D. Miller, and Christopher Young (collectively, the “Snap Defendants”), and
Morgan Stanley & Co. LLC, Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Deutsche Bank
Securities Inc., Barclays Capital Inc., Credit Suisse Securities (USA) LLC, and Allen & Company LLC
(collectively, the “Underwriter Defendants” and with the Snap Defendants, the “Defendants”).

1 (ii) The parties have agreed for purposes of this settlement only that the Settlement
2 Class is ascertainable because members of the Settlement Class share common characteristics that are
3 sufficient for persons to determine whether they are members of the Settlement Class;

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

9 (iv) The claims of the Plaintiffs are typical of the claims of the Settlement Class
10 Members. Plaintiffs claim to have purchased or otherwise acquired the common stock pursuant or
11 traceable to the same Registration Statement as the members of the Settlement Class. Consequently,
12 Plaintiffs claim that they and the other members of the Settlement Class sustained damages as a result
13 of the same purported conduct by Defendants;

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

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

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

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

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

27 F. The Settlement set forth in the Stipulation is fair, reasonable, and adequate.

28

1 (i) The Settlement was vigorously negotiated at arm’s length by Plaintiffs on behalf
2 of the Settlement Class and by Defendants, all of whom were represented by highly experienced and
3 skilled counsel. The case settled only after: (a) a mediation conducted by an experienced mediator who
4 was thoroughly familiar with this litigation; and (b) the exchange of detailed mediation statements prior
5 to the mediation which highlighted the factual and legal issues in dispute. Accordingly, both the
6 Plaintiffs and Defendants were well-positioned to evaluate the Settlement value of this Action. The
7 Stipulation has been entered into in good faith and is not collusive.

8 (ii) If the Settlement had not been achieved, the Class faced the expense, risk, and
9 uncertainty of extended litigation.

10 G. Plaintiffs, all Settlement Class Members, and Defendants are hereby bound by the terms
11 of the Settlement set forth in the Stipulation.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Settlement Class is defined in the Stipulation as: “all Persons and entities who
14 purchased or otherwise acquired Snap common stock between March 2, 2017 and July 29, 2017,
15 inclusive, and were damaged thereby.² Excluded from the Settlement Class are Defendants, members
16 of families of Defendants and their legal representatives, heirs, successors and assigns, and any entity in
17 which Defendants have or had a controlling interest.”³ Also excluded from the Settlement Class is any
18 Person who validly requested exclusion pursuant to the requirements set forth in the Notice.

19 2. The Settlement on the terms set forth in the Stipulation is finally approved as fair,
20 reasonable and adequate. The Settlement shall be consummated in accordance with the terms and
21 provisions of the Stipulation. The Action and all of the claims asserted against Defendants in the
22 Action by Plaintiffs and the other Class Members are hereby dismissed with prejudice as to all
23 Defendants. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

24
25 _____
26 ² Included within the Class are all Persons and entities who purchased shares of Snap Common Stock
27 pursuant or traceable to Snap’s Initial Public Offering on or about March 2, 2017 and/or on the open
28 market.

³ “Controlling interest” is defined as having a majority ownership interest or ownership of the
majority of voting stock of the entity.

1 3. All Released Defendants' Parties and Released Plaintiffs' Parties, as defined in the
2 Stipulation, are released in accordance with, and as defined in, the Stipulation.

3 4. As provided in the Stipulation, upon the Effective Date, Plaintiffs and each Settlement
4 Class Member shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and
5 forever released, relinquished, and discharged all Plaintiffs' Released Claims against the Released
6 Defendants' Parties, whether or not such Settlement Class Member executes and delivers a Proof of
7 Claim and Release.

8 5. As provided in the Stipulation, upon the Effective Date, each of the Released
9 Defendants' Parties shall be deemed to have, and by operation of this Judgment shall have, fully,
10 finally, and forever released Plaintiffs, Plaintiffs' Counsel and each and all of the Settlement Class
11 Members from all Defendants' Released Claims.

12 6. All Settlement Class Members who have not made their objections to the Settlement in
13 the manner provided in the Notice are deemed to have waived any objections by appeal, collateral
14 attack, or otherwise.

15 7. All Settlement Class Members who have not properly submitted requests for exclusion
16 (requests to opt out) from the Settlement Class are bound by the terms and conditions of the Stipulation
17 and this Final Judgment.

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

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

23 10. Plaintiffs and all Settlement Class Members are hereby barred and enjoined from
24 instituting, commencing, maintaining, or prosecuting in any court or tribunal any of the Plaintiffs'
25 Released Claims against any of the Released Defendants' Parties. Upon the Effective Date, any and all
26 Persons and entities are permanently barred and enjoined, to the fullest extent permitted by law, from
27 commencing, prosecuting, or asserting any and all claims for contribution or indemnity (or any other
28 claim when the alleged injury to that person or entity is their actual or threatened liability to the Class or

1 a Class Member in the Actions) based upon, relating to, arising out of, or in connection with the
2 Plaintiffs' Released Claims, against each and every one of the Released Defendants' Parties, whether
3 arising under state, federal, common, statutory, administrative or foreign law, regulation, or at equity, as
4 claims, cross-claims, counterclaims, or third-party claims, in this Action or a separate action, in the
5 Federal Court, or in any other court, arbitration proceeding, administrative proceeding, or other forum;
6 and the Released Defendants' Parties are permanently barred and enjoined, to the fullest extent
7 permitted by law, from commencing, prosecuting, or asserting any and all claims for contribution or
8 indemnity (or any other claim when the alleged injury to the Released Defendants' Parties is their actual
9 or threatened liability to the Class or a Class Member in the Action) based upon, relating to, or arising
10 out of the Released Plaintiffs' Claims, against any person or entity, other than a person or entity whose
11 liability to the Class has been extinguished pursuant to the Settlement and the Judgment, whether
12 arising under state, federal, common, statutory, administrative, or foreign law, regulation, or at equity,
13 as claims, cross-claims, counterclaims, or third-party claims, in this Action or a separate action, in the
14 Federal Court, or in any other court, arbitration proceeding, administrative proceeding, or other forum.
15 Nothing herein shall bar, release, or alter, in any way, the contractual rights, if any, under the terms of
16 any written agreement among the Snap Defendants and the underwriters of Snap's IPO, nor preclude
17 the underwriters of Snap's IPO from seeking to enforce any right of indemnification or contribution
18 with respect to the payment of the Settlement Amount or defense costs. Nothing herein shall bar any
19 action by any of the Parties to enforce or effectuate the terms of the Stipulation, the Preliminary
20 Approval Order, or the Judgment. Any final verdict or judgment obtained by or on behalf of the Class
21 or a Class Member against any person or entity subject to this bar order based upon, arising out of,
22 relating to, or in connection with in any way in part or in whole any Plaintiffs' Released Claim shall be
23 reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of
24 Defendants for common damages; or (b) the amount paid by or on behalf of Defendants to the Class or
25 Class Member for common damages.

26 11. Neither the Stipulation nor the Settlement, nor any act performed or document executed
27 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may
28 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Plaintiffs'

1 Released Claim or of any wrongdoing or liability of the Defendants and the Released Defendants’
2 Parties; or (b) is or may be deemed to be, or may be used as a presumption, concession, or admission of,
3 or evidence of, any fault or omission of any of the Defendants and the Released Defendants’ Parties in
4 any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal; or
5 (c) is or may be deemed to be an admission or evidence that any claims asserted by Plaintiffs were not
6 valid in any civil, criminal or administrative proceeding. Defendants and the Released Defendants’
7 Parties may file the Stipulation and/or this Judgment in any action that may be brought against them in
8 order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel,
9 release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or
10 issue preclusion or similar defense or counterclaim.

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

16 13. The Court hereby finds and concludes that the formula for the calculation of the claims
17 of Authorized Claimants, which is set forth in the Notice of Pendency and Proposed Settlement of Class
18 Action (the “Notice”) previously submitted to the Court and available on the Settlement website,
19 www.SnapSecuritiesLitigation.com, provides a fair and reasonable basis upon which to allocate the
20 proceeds of the Net Settlement Fund established by the Stipulation among Settlement Class Members,
21 with due consideration having been given to administrative convenience and necessity.

22 14. The Court hereby awards Plaintiffs’ Counsel attorneys’ fees of \$ _____, plus
23 expenses in the amount of \$ _____, together with the interest earned thereon for the same time
24 period and at the same rate as that earned on the Settlement Fund until paid. The Court finds that the
25 amount of fees awarded is appropriate and that the amount of fees awarded is fair and reasonable given
26 the contingent nature of the case and the substantial risks of non-recovery, the time and effort involved,
27 and the result obtained for the Settlement Class.

28

1 15. The awarded attorneys' fees and expenses and interest earned thereon shall immediately
2 be paid to Plaintiffs' Counsel from the Settlement Fund subject to the terms, conditions, and obligations
3 of the Stipulation, which terms, conditions and obligations are incorporated herein.

4 16. The Court hereby awards Plaintiff Joseph Iuso \$ _____, Plaintiff Chenghsin D. Hsieh
5 \$ _____ and Plaintiff Wei C. Hsieh \$ _____ pursuant to 15 U.S.C. §77z-1(a)(4) in connection with their
6 representation of the Settlement Class.

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

10 18. Without affecting the finality of this Judgment in any way, this Court retains continuing
11 jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement
12 Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and
13 determining applications for attorneys' fees, interest and expenses in the Action; and (d) all Parties
14 hereto for the purpose of construing, enforcing, and administering the Stipulation.

15 IT IS SO ORDERED.

16 DATED: _____

17 _____
18 THE HONORABLE ELIHU M. BERLE
19 JUDGE OF THE SUPERIOR COURT
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PROOF OF SERVICE

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I, Katie Woods, declare:

I am employed in San Diego County, State of California. I am over the age of 18 years and not a party to the within action. My business address is Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101.

On this date, I served:

STIPULATION OF SETTLEMENT

[X] By electronic transmission via Case Anywhere LLC to all parties on the electronic service list maintained for this case:

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I am readily familiar with Robbin Geller Rudman & Dowd LLP's practice for collection and processing of documents for delivery according to instructions indicated above. In the ordinary course of business, documents would be handled accordingly.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed this 27th day of April, 2020, at San Diego, California.


KATIE WOODS