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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **COUNTY OF SANTA CLARA**

10 \_\_\_\_\_ )  
11 IN RE HANSEN MEDICAL, INC )  
12 SHAREHOLDER LITIGATION )

Lead Case No. 16-CV-294288

13 CLASS ACTION

14 \_\_\_\_\_ )  
15 This Document Relates To: )

Assigned to: Judge Brian C. Walsh

16 ) **NOTICE OF PENDENCY OF CLASS**  
17 ) **ACTION, PROPOSED SETTLEMENT,**  
18 ) **SETTLEMENT HEARING AND RIGHT**  
19 ) **TO APPEAR**

20 ALL ACTIONS )  
21 \_\_\_\_\_ )

22 **NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT,**  
23 **SETTLEMENT HEARING AND RIGHT TO APPEAR**

24 TO: RECORD AND BENEFICIAL HOLDERS OF HANSEN MEDICAL, INC. (“HANSEN  
25 MEDICAL”) COMMON STOCK DURING AS OF JULY 27, 2016, THE DATE OF THE  
26 CONSUMMATION OF HANSEN MEDICAL’S MERGER WITH AURIS SURGICAL  
27 ROBOTICS, INC. (THE “MERGER”), INCLUDING ANY AND ALL OF THEIR  
28 RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-  
INTEREST, PREDECESSORS, REPRESENTATIVES, TRUSTEES, EXECUTORS,  
ADMINISTRATORS, ESTATES, HEIRS, ASSIGNS AND TRANSFEREES, IMMEDIATE  
AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF,  
OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, TOGETHER WITH  
THEIR PREDECESSORS-IN-INTEREST, PREDECESSORS, SUCCESSORS-IN-  
INTEREST, SUCCESSORS, AND ASSIGNS (THE “CLASS”).

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, SETTLEMENT HEARING AND  
RIGHT TO APPEAR

1 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THE PARTIES TO A  
2 SHAREHOLDER CLASS ACTION SUIT CONCERNING THE MERGER HAVE AGREED TO  
3 A PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO COMPENSATION. YOUR  
4 RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION AND  
5 THE PROPOSED SETTLEMENT. IF THE COURT APPROVES THE PROPOSED  
6 SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS,  
7 REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND FROM  
8 PURSUING THE SETTLED CLAIMS (DEFINED HEREIN).

9 IF YOU HELD HANSEN MEDICAL COMMON STOCK FOR THE BENEFIT OF ANOTHER,  
10 PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

11 **I. PURPOSE OF NOTICE**

12 Pursuant to an Order of the Superior Court of California for Santa Clara County (the “Court”) dated March 8, 2019, and further pursuant to California Code of Civil Procedure (“CCP”) Section 382, this Notice is to inform you of (i) the Court’s determination to provisionally certify the above-captioned action (“Action”) pursuant to CCP § 382, (ii) the proposed settlement of the Action (the “Settlement”) as provided for in a Stipulation and Agreement of Settlement, Compromise, and Release (the “Stipulation”) dated as of February 5, 2019, and (iii) your right to participate in a hearing to be held on July 12, , 2019 at 9:00a.m., before the Court at Department 1 of the Superior Court of the State of California, County of Santa Clara, located at 191 North First Street San Jose, CA 95113 (the “Settlement Hearing”) to determine whether the Court should (i) finally certify the Action pursuant to CCP § 382, (ii) certify plaintiffs David Simonson, Joseph Liu, Howard Huggins, Melvin Lax, Windward Venture Partners, LP, John Muir and Dawn Stevens-Juhl (“Plaintiffs”) in the Action as representatives of the Class, (iii) approve the Settlement as fair, reasonable, adequate and in the best interests of the Class, including the releases provided therein, and (iv) consider the attorneys’ fees and expenses to be paid to Plaintiffs’ Counsel and incentive awards to the Plaintiffs.

17 This Notice describes the rights you may have in the Action and pursuant to the Stipulation and what steps you may take, but are not required to take, in relation to the Settlement.

18 If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice in accordance with the terms of the Stipulation.

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The expected payment, assuming the Court approves Plaintiffs’ Counsel’s request for attorneys’ fees in the amount not to exceed one third of the Settlement Amount, will be approximately <b>\$.76 per share</b> , but may vary based upon the amount of other Court-approved deductions and costs, which are estimated to be approximately \$125,000.00.
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**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

1 **II. BACKGROUND**

2 Hansen Medical, Inc. (“Hansen Medical” or the “Company”) was a Delaware corporation,  
3 headquartered in California, that designed, developed, and marketed medical robotics. Auris Surgical  
4 Robotics, Inc. (now known as Auris Health, Inc.) (“Auris”) is a private medical robotics company  
5 whose Chief Executive Officer (“CEO”) and co-founder, Fred Moll, had also been the CEO and co-  
6 founder of Hansen Medical. On April 19, 2016, Hansen Medical entered into a definitive merger  
7 agreement to be acquired for \$4.00 per share in cash (the “Merger Price”) by Auris (the “Merger”).

8 This litigation challenged the fairness of the 2016 sale of Hansen Medical to Auris alleging  
9 that the Merger was the product of a severely conflicted and flawed sales process and that resulted in  
10 Hansen Medical’s minority shareholders receiving an inadequate price for their Hansen Medical stock  
11 and, further, that the flawed sales process was controlled by a group of insider stockholders, who  
12 collectively held 64 percent of the voting power of Hansen Medical (the “Stockholder Defendants”),  
13 and who secured approval of the merger without obtaining a fully informed, un-coerced majority vote  
14 of Hansen Medical’s other minority stockholders.

15 After the Merger was publicly announced, between April 25, 2016 and June 21, 2016, seven  
16 related actions were filed in the Santa Clara County Superior Court of the State of California (the  
17 “California Court”) and in the Court of Chancery of the State of Delaware (the “Delaware Court”), by  
18 stockholders of Hansen Medical alleging, among other things, that Board of Directors of Hansen  
19 Medical the (“Director Defendants”) and Stockholder Defendants had breached fiduciary duties to the  
20 Company’s minority stockholders in connection with the acquisition of Hansen Medical by Auris, that  
21 Auris had aided and abetted those alleged breaches of fiduciary duty, and that, as a consequence  
22 thereof, the Company’s minority stockholders suffered damages.

23 The related actions filed in the California Court, and their filing dates, are as follows: (i) *Liu v.*  
24 *Hansen Medical, Inc., et al.*, No. 16CV294288, filed on April 25, 2016; (ii) *Stevens-Juhl v. Hansen*  
25 *Medical, Inc., et al.*, No. 16CV294354, filed on April 26, 2016; (iii) *Huggins v. Hansen Medical, Inc.,*  
26 *et al.*, No. 16 CV294552, filed on May 2, 2016; (iv) *Lax v. Hansen Medical, Inc., et al.*, No.  
27 16CV294858, filed on May 6, 2016; and (v) *Simonson v. Hansen Medical, Inc., et al.*, No.  
28 16CV294862, filed on May 6, 2016 (collectively, the “Related California Actions”). The Plaintiffs  
who filed the Related California Actions are referred to herein as the “California Plaintiffs.”

The related actions filed in the Delaware Court, and their filing dates, are as follows: (i)  
*Windward Venture Partners, LP v. Hansen Medical, Inc., et al.*, C.A. No. 12316, filed on May 10,  
2016; and (ii) *Muir v. Hansen Medical, Inc., et al.*, C.A. No. 12490, filed on June 21, 2016  
(collectively, the “Related Delaware Actions”). The Plaintiffs who filed the Related Delaware Actions  
are referred to herein as the “Delaware Plaintiffs.”

On May 16, 2016, the California Court entered an Order granting the request of Plaintiff  
Stevens-Juhl to dismiss her Related California Action without prejudice, and on June 21, 2016, the  
California Court entered an Order consolidating the remaining Related California Actions under the  
caption *In re Hansen Medical, Inc. Shareholder Litigation*, Lead Case No. 16CV294288 (the  
“Consolidated California Action”), and appointing Faruqi & Faruqi, LLP, Brodsky & Smith LLC and  
Milberg LLP as co-lead counsel for the California Plaintiffs in the Consolidated California Action  
(collectively, the “California Co-Lead Counsel”).

1 On July 11, 2016, the Delaware Court entered an Order consolidating the Related Delaware  
2 Actions under the caption *In re Hansen, Inc. Stockholders Litigation*, C.A. No. 12316-VCMR (the  
3 “Consolidated Delaware Action”), and appointing Wolf Popper LLP as lead counsel for the Delaware  
4 Plaintiffs in the Consolidated Delaware Action (“Delaware Lead Counsel”).

5 On July 12, 2016, the California Plaintiffs filed a motion for preliminary injunction in the  
6 Consolidated California Action seeking to enjoin the Merger. The California Plaintiffs engaged in  
7 discovery in support of their motion for preliminary injunction, including the review of confidential  
8 Company documents related to the Merger. The California Plaintiffs also took the deposition of  
9 Defendant Christopher P. Lowe, who was at that time Hansen’s interim Chief Financial Officer and a  
10 member of the Company’s Board of Directors. The Delaware Plaintiffs also participated in this  
11 discovery, including reviewing the same documents provided to the California Plaintiffs and  
12 questioning Mr. Lowe at his deposition. (“Preliminary Injunction Discovery”).

13 On July 18, 2016, the Director Defendants filed briefs in opposition to the California Plaintiffs’  
14 motion for a preliminary injunction, and on July 20, 2016, following oral argument, the California  
15 Court denied that motion.

16 On July 22, 2016, a majority of the Company’s stockholders voted to approve the Merger,  
17 which closed on July 27, 2016.

18 On August 19, 2016, the Delaware Plaintiffs filed a Verified Consolidated Class Action  
19 Complaint in the Consolidated Delaware Action.

20 On November 2, 2016, the California Plaintiffs filed a Consolidated Amended Complaint for  
21 Breach of Fiduciary Duty and Violations of State Law in the Consolidated California Action.

22 On April 6, 2017, California Co-Lead Counsel, Delaware Lead Counsel, and Defendants’  
23 counsel, as well as counsel for Auris, participated in a full-day mediation session (the “Initial  
24 Mediation”) before Robert A. Meyer of JAMS in an effort to resolve both the Consolidated California  
25 Action and the Consolidated Delaware Action (collectively, the “Actions”). Before the Initial  
26 Mediation, the parties exchanged mediation statements and exhibits, which addressed both liability  
27 and damages. The Initial Mediation did not lead to resolution of the Actions.

28 On June 13 and 14, 2017, the Director Defendants, the Stockholder Defendants, and Auris  
Surgical Robotics, Inc. each filed a motion for judgment on the pleadings in the Consolidated  
Delaware Action, and on July 7, 2017, Defendants filed their respective opening briefs in support of  
those motions. In lieu of filing oppositions to those motions, the Delaware Plaintiffs stated their  
intention to further amend their Verified Consolidated Class Action Complaint.

On August 9, 2017, the California Court entered an order staying the Consolidated California  
Action pending rulings by the Delaware Court on the then-pending motions for judgment on the  
pleadings in the Consolidated Delaware Action, or any subsequent motion to dismiss a further revised  
complaint in that action.

On September 18, 2017, the Delaware Plaintiffs filed their Verified Amended Consolidated  
Class Action Complaint (the “Operative Complaint”) in the Consolidated Delaware Action. The  
Operative Complaint only named two of the Director Defendants (Cary G. Vance and Christopher P.

1 Lowe), two of the Stockholder Defendants (the “Schuler Defendants” and “Feinberg Defendants”),  
2 and Auris Surgical Robotics, Inc. as defendants (collectively, the “Remaining Delaware Defendants”).

3 On September 25, 2017, the Remaining Delaware Defendants filed motions to dismiss the  
4 Operative Complaint. On October 24, 2017, the Delaware Plaintiffs filed their brief opposing those  
5 motions to dismiss, and on November 3, 2017, the Remaining Delaware Defendants filed their reply  
6 briefs in support of their respective motions to dismiss. On March 6, 2018, the Delaware Court heard  
7 oral argument on those motions.

8 On June 18, 2018, the Delaware Court issued a memorandum opinion denying in part and  
9 granting in part the Remaining Delaware Defendants’ motions to dismiss. Specifically, the Delaware  
10 Court denied Cary G. Vance, Christopher P. Lowe, the Schuler Defendants, and the Feinberg  
11 Defendants’ motions to dismiss, but granted Auris Surgical Robotics, Inc.’s motion to dismiss.

12 On July 10, 2018, the California Court, upon consent of the parties in the Consolidated  
13 California Action, entered orders dismissing Auris with prejudice from the Consolidated California  
14 Action, and dismissing one of the Stockholder Defendants (“Westwood”) without prejudice from the  
15 Consolidated California Action.

16 On July 11, 2018, the Schuler Defendants and Feinberg Defendants filed a motion to quash  
17 summons and motion to dismiss for lack of personal jurisdiction (“Motion to Quash”) in the  
18 Consolidated California Action, and on July 16, 2018, they filed a motion to stay the Consolidated  
19 California Action (“Motion to Stay”). On September 5, the California Plaintiffs filed oppositions to  
20 the Motion to Quash and Motion to Stay, and on September 6, 2018, the Director Defendants filed a  
21 joinder to the Motion to Stay.

22 On October 29, 2018, California Co-Lead Counsel, Delaware Lead Counsel, and Defendants’  
23 counsel, as well as counsel for Auris, again engaged in a full-day mediation session, this time before  
24 Michelle Yoshida of Phillips ADR (the “Second Mediation”), in a further effort to resolve both of the  
25 consolidated Actions. Insurers for Defendants and certain of their counsel also participated in the  
26 Second Mediation. The Settling Parties again exchanged statements and exhibits addressing both  
27 liability and damages. After extensive, arm’s-length negotiations at the Second Mediation, the  
28 Director Defendants, Stockholder Defendants, Auris, California Plaintiffs, and Delaware Plaintiffs  
(the “Settling Parties”) reached an agreement in principle on October 29, 2018 to settle the Actions  
for \$7,500,000 in cash, subject to approval by the California Court.

On October 31, 2018, Delaware Lead Counsel informed the Delaware Court that the Settling  
Parties had reached an agreement in principle to settle the Actions, and that the Settlement would be  
presented to the California Court for that Court’s approval, and that Delaware Lead Counsel would be  
submitting a stipulation of dismissal with prejudice of the Consolidated Delaware Action following  
such approval by the California Court.

On December 11, 2018, in connection with confirmatory discovery in support of the  
Settlement, California Co-Lead Counsel took the deposition of Jason Forschler, a representative of  
Perella Weinberg Partners LP, the financial advisor retained to advise the Director Defendants in  
connection with the Merger.

1 **III. REASONS FOR THE SETTLEMENT**

2 Plaintiffs believe that they brought their claims in good faith and continue to believe that such  
3 claims have legal merit, but believe that the Settlement allows the Company’s minority shareholders  
4 to reap additional compensation for their Hansen Medical shares while eliminating further litigation  
5 and delay of payment. Plaintiffs also believe that their efforts in prosecuting the Action have resulted  
6 in a significant benefit for Hansen Medical and its stockholders which, under the circumstances, is  
7 fair, reasonable, and adequate.

8 Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability,  
9 or damage to any of the respective Plaintiffs in the Action or the Class, deny that they engaged in any  
10 wrongdoing, deny that they committed, aided, or abetted any violation of law, deny that they acted  
11 improperly in any way, believe that they acted properly at all times, and maintain that they have  
12 committed no disclosure violations or any other breach of duty whatsoever in connection with the  
13 Merger or any public disclosures, but wish to settle solely because it will eliminate the uncertainty,  
14 distraction, burden, and expense of further litigation.

15 **IV. CLASS ACTION DETERMINATION**

16 The Court has ordered that, for Settlement purposes only, the Action shall be maintained as a  
17 class action pursuant to CCP § 382 on behalf of an opt-out class consisting of any and all record and  
18 beneficial holders of Hansen common stock, as of July 27, 2016 (the date of the consummation of the  
19 Merger), including any and all of their respective successors-in-interest, successors, predecessors-in-  
20 interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and  
21 transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming  
22 under, any of them, and each of them, together with their predecessors-in-interest, predecessors,  
23 successors-in-interest, successors, and assigns, but excluding: (i) Defendants, their Immediate Family  
24 (as defined in the Stipulation), and any trust or other entity affiliated with or controlled by any  
25 Defendant, other than employees of such entities who were not directors or officers of such entities as  
26 of July 27, 2016; (ii) any and all record and beneficial owners of Hansen common stock who exercised  
27 their appraisal rights under Section 262 of the General Corporation Law of the State of Delaware; and  
28 (iii) any and all record and beneficial owners of Hansen common stock who timely and validly opt out  
of the Class and Settlement pursuant to the opt-out procedures described below and in the Stipulation  
(the “Class”).

29 **V. THE SETTLEMENT**

30 In consideration for the Settlement and dismissal with prejudice of the Action, and the releases  
31 provided herein, Defendants agree to provide the Class additional compensation of \$7,500,000 (the  
32 “Settlement Amount”). Any attorneys’ fees, incentive awards, costs, expenses (including notice and  
33 administrative expenses) or other Court-approved deductions shall be paid out of — and shall not be  
34 in addition to — the Settlement Amount.

35 The Settlement Amount minus Court-approved deductions (the “Net Settlement Amount”)  
36 will be distributed to all members of the Class who owned Hansen Medical common stock as of July  
37 27, 2016, the date of the consummation of the Merger (“Eligible Class Members”) on a pro rata  
38 basis, based on the number of outstanding Hansen Medical shares owned by each such Eligible Class  
Member at that time. There were approximately 6,579,293 outstanding shares owned by Eligible

1 Class Members at the time of the Merger. Accordingly, the expected payment, assuming the Court  
2 approves Plaintiffs' Counsel's request for attorneys' fees in the amount not to exceed one third of the  
3 Settlement Amount, will be approximately \$.76 per share, but may vary based upon the amount of  
other Court-approved deductions and costs.

4 If a dispute arises regarding an Eligible Class Member's participation and/or recovery in the  
5 Settlement, the Eligible Class Member shall contact the claims administrator at [ADD PHONE] and  
6 provide the claims administrator with documents sufficient to show the total number of Hansen  
7 Medical shares that he or she owned as of July 27, 2016 (the date on which the Merger was  
8 consummated). The claims administrator shall contact Class Counsel regarding any such dispute.  
Based upon the documentation presented, within fourteen (14) calendar days, Class Counsel shall  
make a determination whether payment (or an additional payment) is owed to the Eligible Class  
Member. If the Eligible Class Member disputes this determination, Class Counsel shall request a  
hearing with the Court to address that dispute.

9 Inquiries or comments about the Settlement may be directed to the attention of Counsel for  
10 Plaintiffs as follows:

11 MONTEVERDE & ASSOCIATES PC  
12 Juan E. Monteverde  
13 The Empire State Building  
14 350 Fifth Avenue, Suite 4405  
15 New York, NY 10118  
16 212-971-1341

17 WOLF POPPER LLP  
18 Carl L. Stine  
19 Matthew Insley-Pruitt  
20 Adam J. Blander  
21 845 Third Avenue  
22 New York, NY 10022  
23 212-759-4600

## 24 VI. SETTLEMENT HEARING

25 The Court has scheduled a Settlement Hearing which will be held on July 12, 2019 at  
26 Department 1 of the Superior Court of the State of California, County of Santa Clara, located at 191  
27 North First Street San Jose, CA 95113 at 9:00a.m., to determine:

28 (a) whether the Settlement should be approved by the Court as fair, reasonable, and  
adequate;

(b) whether the Judgment attached as Exhibit D to the Stipulation should be entered in all  
material respects;

(c) whether the proposed plan of distribution should be approved; and

1 (d) whether the Court should approve the award of Plaintiffs' Counsel's attorneys' fees  
2 and expenses (i.e., the "Fee and Expense Award"), and incentive awards of up to \$1,000 for each  
3 Plaintiff, for their time, effort and service in representing the Class in this Action and the Consolidated  
Delaware Action.

4 The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof,  
5 including the consideration an award of attorneys' fees, without further notice of any kind other than  
oral announcement at the Settlement Hearing or any adjournment thereof.

6 The Court has also reserved the right to approve the Settlement at or after the Settlement  
7 Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without  
8 further notice to the Class.

## 9 **VII. RIGHT TO APPEAR AND OBJECT**

10 If you are a member of the Class, you may object to the terms of the Settlement. Whether or  
11 not you object to the terms of the Settlement, you may also object to the requested attorneys' fees and  
12 expenses, the awards to Plaintiffs and/or the plan of distribution. In order for any objection to be  
13 considered, you must file a written statement, accompanied by proof of Class membership, with the  
14 Court, and send a copy to Plaintiffs' Counsel **such that it is received by June 21, 2019**. The Court's  
15 address is Clerk of the Court, Superior Court of the State of California, County of Santa Clara, 191  
16 North First Street San Jose, CA 95113, and copies of all such papers served upon the following: Juan  
17 E. Monteverde, Esquire, 350 Fifth Avenue, Suite 4405, New York, NY 10118, and Evan Smith,  
18 Esquire Brodsky & Smith, LLC, 9595 Wilshire Boulevard, Suite 900, Beverly Hills, CA 90212, and  
19 Alexander K. Talarides, Orrick, Herrington & Sutcliffe LLP, 405 Howard Street, San Francisco, CA  
20 94105, and Steven Kaufhold, Kaufhold & Gaskin LLP, 388 Market Street, Suite 1300, San Francisco,  
21 CA 94111. Persons who object in writing to the Settlement, the plan of distribution, the Fee and  
22 Expense Application and/or the Incentive Award Application and desire to present evidence at the  
23 Settlement Hearing must include in their written objections copies of any exhibits they intend to  
24 introduce into evidence at the Settlement Hearing. If an objector hires an attorney to represent him,  
her, or it for the purposes of making an objection, the attorney must both effect service of a notice of  
appearance on counsel listed above and file it with the Court by no later than fourteen calendar days  
prior to the Settlement Hearing. A member of the Class who files a written objection does not have  
to appear at the Settlement Hearing for the Court to consider his, her or its objection. Even if a class  
member does not submit a written objection, that class member may attend the Settlement hearing  
and make an objection Any member of the Class who does not make his, her, or its objection in  
writing in the manner provided above, or appear in person to make an objection, shall be deemed to  
have waived such objection and shall be foreclosed from making any objection to the fairness or  
adequacy of the Settlement set forth in the Stipulation, to the plan of distribution, and to the award of  
attorneys' fees and expenses to Plaintiffs' Counsel and Plaintiffs for their representation of the Class,  
unless the Court orders otherwise.

## 25 **VIII. RIGHT TO EXCLUDE YOURSELF FROM THE CLASS AND SETTLEMENT**

26 If you want to keep the right to sue or continue to sue Defendants on your own about the legal  
27 issues in this case, then you must take steps to get out of the Class and Settlement. This is called  
28 excluding yourself from, or "opting out" of, the Class and Settlement.



1 To exclude yourself from the Class and Settlement, you must write and send a letter to the  
2 Claims Administrator by First-Class Mail stating that you want to be excluded from the Class and  
3 Settlement in this Action. Your letter must include your name, address, telephone number, and must  
4 also be signed by you. Your letter must also include the number of shares of Hansen common stock  
5 you held or owned as of July 27, 2016, the date of the consummation of the Merger.

6 Your exclusion request must be **postmarked no later than twenty-one (21) calendar days**  
7 **prior to the Settlement Hearing, or by June 21, 2019, and sent to the Claims Administrator at:**

8 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,  
9 you will not receive your share of the Settlement Payment, you cannot object to the Settlement and  
10 you will not be legally bound by anything that happens in this lawsuit. However, if you do not timely  
11 and validly request exclusion from the Class and Settlement, you shall be deemed a member of the  
12 Class and be legally bound by the terms of the Settlement, Stipulation and Order and Final Judgment  
13 in this Action.

## 14 **IX. ORDER AND FINAL JUDGMENT OF THE COURT**

15 If the Court determines that the Settlement, as provided for in the Stipulation is fair, reasonable,  
16 and adequate and in the best interests of the Class, the Parties shall jointly request that the Court enter  
17 an Order and Final Judgment. The Order and Final Judgment shall, among other things:

- 18 (a) make final the Court's previous determination to certify provisionally the  
19 Action as a class action pursuant to CCP § 382;
- 20 (b) determine that the requirements of the Court Rules and due process have  
21 been satisfied in connection with the Notice;
- 22 (c) approve the Settlement as fair, reasonable, and adequate and in the best  
23 interests of the Class, including the releases contained therein;
- 24 (d) authorize and direct the performance of the Settlement in accordance with  
25 its terms and conditions and reserve jurisdiction to supervise the  
26 consummation of the Settlement;
- 27 (e) dismiss the Action with prejudice, on the merits, without costs except as  
28 provided in the Order and Final Judgment, as against any and all  
Defendants, and release the Released Defendant Parties and Released  
Plaintiff parties (defined below) from the Released Claims (defined below);  
and
- (f) subject to Court approval, award attorneys' fees and expenses to  
Plaintiffs' Counsel from the Settlement Amount and incentive awards to  
the named Plaintiffs from the attorneys' fee award.

## 29 **X. RELEASES**

30 Upon the Effective Date of the Settlement (as defined in the Stipulation), the Released Plaintiff  
31 Parties (as defined in the Stipulation), Plaintiffs and all Class Members, on behalf of themselves and

1 their legal representatives, heirs, executors, administrators, estates, predecessors, successors,  
2 predecessors-in-interest, successors-in-interest, and assigns, and any person or entity acting for or on  
3 behalf of, or claiming under, any of them, shall thereupon be deemed to have fully, finally and forever,  
4 released, settled and discharged the Released Defendant Parties (as defined in the Stipulation) from  
5 and with respect to every one of the Released Plaintiffs' Claims (as defined in the Stipulation), and  
6 shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or  
7 continuing to prosecute or pursuing in any fashion any Released Plaintiffs' Claims against any of the  
8 Released Defendant Parties.

9 In addition, upon the Effective Date, each of Released Defendant Parties, on behalf of  
10 themselves and their legal representatives, heirs, executors, administrators, estates, predecessors,  
11 successors, predecessors-in-interest, successors-in-interest, and assigns, and any person or entity  
12 acting for or on behalf of, or claiming under, any of them, shall thereupon be deemed to have fully,  
13 finally and forever, released, settled and discharged the Released Plaintiff Parties from and with  
14 respect to every one of the Released Defendants' Claims (as defined in the Stipulation), and shall  
15 thereupon be forever barred and enjoined from commencing, instituting or prosecuting or pursuing in  
16 any fashion any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

17 The foregoing releases extend to Released Plaintiffs' Claims and Released Defendants' Claims  
18 that the Settling Parties did not know or suspect to exist at the time of the release. Under the terms of  
19 the Stipulation and Settlement, the following definitions apply:

20 1. **"Released Plaintiff Claims"** means any and all Claims that were asserted or could  
21 have been asserted by Plaintiffs in the Actions on behalf of themselves and/or the Class, and any and  
22 all Claims, that are based on, arise out of, relate in any way, or involve the same set of operative facts  
23 as the claims asserted by Plaintiffs against Released Defendant Parties in the Actions and which relate  
24 to the ownership of Hansen common stock. The Released Plaintiffs' Claims shall not include claims  
25 to enforce the Stipulation or any part of it, and shall not include claims based on the conduct of any of  
26 the Settling Parties which occurs after the Effective Date.

27 2. **"Released Defendant Claims"** means any and all Claims, including Unknown Claims,  
28 that have been or could have been asserted in the Actions, or in any court, tribunal, forum or  
proceeding, by the Released Defendant Parties or any of their respective successors and assigns against  
any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution,  
prosecution, settlement, or dismissal of either of the consolidated Actions; provided, however, that as  
used herein the term "Released Defendants' Claims" shall not include the right to enforce this  
Stipulation or any part of it, and shall not include Claims based on the conduct of any of the Settling  
Parties which occurs after the Effective Date.

3. **"Released Defendant Parties"** means (i) Defendants; (ii) Auris; (iii) the Immediate  
Family of any Defendant; (iv) the past or present, current or former, direct or indirect, affiliates,  
associates, members, partners, limited partners, general partners, partnerships, limited partnerships,  
general partnerships, investment funds, investment advisors, investment managers, investors,  
shareholders, joint venturers, subsidiaries, parents, divisions, subdivisions, predecessors, successors,  
officers, directors, employees, agents, principals, owners, representatives, financial advisors, advisors,  
insurers and attorneys (including Defendants' Counsel and any additional counsel retained by any  
current or former Defendant in connection with the Actions) of Auris or the Defendants; and (v) the  
past or present, current or former, direct or indirect legal representatives, heirs, executors, trustees,

1 beneficiaries, administrators, trusts, trustees, predecessors, successors, predecessors-in-interest,  
2 successors-in-interest and assigns of any of the foregoing.

3 4. **“Released Plaintiff Parties”** means any and all Claims that were asserted or could  
4 have been asserted by Plaintiffs in the Actions on behalf of themselves and/or the Class, and any and  
5 all Claims, including Unknown Claims, that are based on, arise out of, relate in any way, or involve  
6 the same set of operative facts as the claims asserted by Plaintiffs against Released Defendant Parties  
7 in the Actions and which relate to the ownership of Hansen common stock. The Released Plaintiffs’  
8 Claims shall not include claims to enforce the Stipulation or any part of it, and shall not include claims  
9 based on the conduct of any of the Settling Parties which occurs after the Effective Date.

10 **XI. PLAINTIFFS’ COUNSEL’S ATTORNEYS’ FEES AND EXPENSES**

11 Plaintiffs’ Counsel intend to petition the Court for an award of attorneys’ fees and expenses  
12 incurred in connection with the Action not to exceed one third of the Settlement Fund plus  
13 reimbursement of expenses (the “Fee and Expense Application”), which shall be paid out of — and  
14 shall not be in addition to — the Settlement Amount. Defendants have agreed not to oppose such Fee  
15 and Expense Application.

16 In addition, Plaintiffs intend to apply for an incentive award not to exceed one thousand dollars  
17 (\$1,000.00) for each named Plaintiff, subject to Court approval (the “Incentive Award Application”).  
18 Any Court approved incentive award shall be paid from any Court approved award of attorneys’ fees  
19 and expenses. Plaintiffs’ Counsel warrant that no portion of any such award of attorneys’ fees or  
20 expenses shall be paid to any named Plaintiff or any other Class Member other than the named  
21 Plaintiffs approved by the Court to receive such awards.

22 **XII. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON  
23 BEHALF OF OTHERS**

24 Brokerage firms, banks and/or other persons or entities who held shares of the common stock  
25 of Hansen Medical as of July 27, 2016, the date of the consummation of the Merger, for the benefit of  
26 others are directed promptly to send this Notice to all of their respective beneficial owners. If  
27 additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for  
28 such copies may be made to:

Hansen Medical Shareholder Litigation  
C/O Epiq  
PO Box 2838  
Portland, OR 97208-2838

**XIII. SCOPE OF THIS NOTICE**

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action,  
the Stipulation and other papers and proceedings are only summaries and do not purport to be  
comprehensive. A copy of the Stipulation is available at [www.HansenMedicalLitigation.com](http://www.HansenMedicalLitigation.com). For  
the further details of the Action, including the claims and defenses that have been asserted by the  
parties, members of the Class are referred to the Court files in the Action. You or your attorney may

1 examine the Court files during regular business hours of each business day at the office of the Clerk  
2 of the Court, Superior Court of the State of California, County of Santa Clara, 191 North First Street  
San Jose, CA 95113.

3 **DO NOT CALL THE COURT.**

4 BY ORDER OF THE SUPERIOR COURT OF  
5 CALIFORNIA FOR SANTA CLARA COUNTY FOR  
THE STATE OF CALIFORNIA

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Register in the Superior Court of California for Santa  
8 Clara County

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Dated: \_\_\_\_\_

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HONORABLE BRIAN C. WALSH  
JUDGE OF THE SUPERIOR COURT