

**Electronically Filed  
by Superior Court of CA,  
County of Santa Clara,  
on 3/7/2019 4:52 PM  
Reviewed By: R. Walker  
Case #16CV294288  
Envelope: 2601544**

1 Evan J. Smith (SBN 242352)  
2 **BRODSKY & SMITH, LLC**  
3 9595 Wilshire Boulevard, Suite 900  
4 Beverly Hills, CA 90212  
5 Telephone: 877-534-2590  
6 Email: esmith@brodskysmith.com

7 *Attorneys for Plaintiffs*

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

9 IN RE HANSEN MEDICAL, INC.  
10 SHAREHOLDER LITIGATION

Lead Case No. 1-16-CV-294288

CLASS ACTION

11 This Document Relates To:

12 ALL ACTIONS

13 **DECLARATION OF EVAN J. SMITH IN  
14 FURTHER SUPPORT OF PLAINTIFF’S  
15 UNOPPOSED MOTION FOR  
16 PRELIMINARY APPROVAL OF  
17 SETTLEMENT**

Date: March 8, 2019  
Time: 9:00 a.m.  
Dept.: 1  
Judge: Hon. Brian C. Walsh

Action Filed: April 25, 2016

18 I, Evan Smith, declare,

19 1. I am an attorney, duly licensed and admitted to practice law in the State of  
20 California. I am a partner in the law firm of Brodsky & Smith, LLC, one of the co-lead counsel  
21 for Plaintiffs. I have personal knowledge of the facts set forth in this Declaration. If called upon  
22 and sworn as a witness, I could and would competently testify to these facts

23 2. This Declaration is submitted pursuant to the Court’s March 5, 2019 Tentative  
24 Ruling (“March 5 Ruling”) on Plaintiffs’ Motion for Preliminary Approval of Class Action  
25 Settlement to address the following: (i) provide a discussion of the valuation of the case and  
26 assessment of its strengths and weaknesses (and lodge a copy of the Supplemental Side  
27  
28

1 Agreement); (ii) the results of the parties’ meet and confer to comply with Code of Civil Procedure  
2 Section 348, and (iii) modification of the form and process for distributing the Proposed Notice of  
3 Class Action Settlement, which also must disclose the estimated costs for the notice and settlement  
4 administration.

5 **A. Plaintiffs’ Valuation, the Strengths and the Weaknesses of the Case**

6 3. An analysis of Plaintiffs’ valuation of the case and assessment of its strengths and  
7 weaknesses supports the fairness of the Settlement. The strength of Plaintiffs’ case is reflected in  
8 the Delaware Court’s opinion denying Defendants’ Motion to Dismiss. In that opinion, the  
9 Delaware Court denied the Motion to Dismiss finding that Plaintiffs had articulated claims against  
10 each of the two Controller Defendants (defendants Schuler and Feinberg) and the Director  
11 Defendants and that it was reasonably conceivable that these claims would ultimately be subject  
12 to entire fairness review, the “most onerous” standard of review in corporate law. *In re Hansen*  
13 *Med., Inc. Stockholders Litig.*, No. 12316-VCMR, 2018 Del. Ch. LEXIS 197, at \*23 (Del. Ch.  
14 June 18, 2018) (“Once entire fairness applies, the defendants must establish to the court’s  
15 satisfaction that the transaction was the product of both fair dealing fair price.”). In reaching that  
16 decision, the Delaware Court found that it was reasonably conceivable that the Controller  
17 Defendants acted as a “control group” and that as Hansen’s controller, they were potentially  
18 breaching their duty of loyalty by competing with the public shareholders when they were  
19 permitted to rollover their Hansen shares into the post-closing company.

20 4. Plaintiffs alleged that the Defendants would be unable to meet their burden of  
21 demonstrating that the transaction was “entirely fair” to the public shareholders. Specifically, the  
22 investment bankers for the Special Committee used Company projections in their financial  
23 analysis that were broken down into three distinct cases, as provided by Management. However,  
24 according to Hansen’s CFO’s sworn testimony, only one such case—the highest case—was the  
25 likely scenario for the Company. Using only that highest case, the bankers determined that the  
26 lowest per share amount that would be fair to the public shareholders \$5.78 per share, or \$1.78 per  
27 share more than the \$4.00 per share merger price. Since there were 6,579,293 shares in the Class  
28

1 of those former Hansen shareholders who were cashed out in the Merger, Plaintiffs believe, on the  
2 low end of this range that the damages reasonably attainable through the litigation was  
3 \$11,711,141. The Settlement of \$7.5 million represents approximately 64% of this amount.

4 5. On the other hand, Plaintiffs recognize there were risks in continuing to litigate the  
5 case. Defendants would have argued that discovery would have shown that the Defendants who  
6 Plaintiffs alleged were in a control group were not, in fact, in a control group, that there was no  
7 effort by these individuals to actually band together to reinvest in Auris, but rather that because of  
8 the Company's dire financial situation they were forced to roll over their shares to get a deal done.  
9 If Defendants argument had proven successful, there would have been no controlling shareholder  
10 and, thus, entire fairness would not be the standard of review in the litigation.

11 6. Even if entire fairness were determined to be the proper standard, Defendants would  
12 have argued that the \$4.00 per share price was, in fact, entirely fair. According to them, the CFO's  
13 testimony that the highest case was the most reasonable was not correct but was, instead, puffery  
14 by an overzealous and loyal member of management. Instead, according to Defendants, Hansen  
15 was in severe financial distress before the Merger, Hansen was shopped to numerous potential  
16 bidders, and an independent and disinterested Special Committee negotiated and recommended  
17 the transaction, which, according to Defendants, was the best and only viable strategic option  
18 available to Hansen.

19 **B. Compliance with Code of Civil Procedure Section 348**

20 7. Code of Civil Procedure Section 348, requires that "unpaid residue or unclaimed or  
21 abandoned class member funds, plus any interest that has accrued thereon," be paid "to nonprofit  
22 organizations or foundations to support projects that will benefit the class or similarly situated  
23 persons, or that promote the law consistent with the objectives and purposes of the underlying cause  
24 of action, to child advocacy programs, or to nonprofit organizations providing civil legal services  
25 to the indigent." Code Civ. Proc., § 384, subd. (b).

26 8. As directed by the Court in its March 5 Ruling, the parties met and conferred to  
27 discuss compliance with Section 384(b).

1           9.       On March 6, 2019, the parties met and conferred regarding compliance with Section  
2 384(b). The parties agree that any unclaimed funds should be allocated to a worthy non-profit  
3 organization. Plaintiffs intend to request input from the Court regarding the identification of an  
4 unaffiliated charity.

5  
6           **C.       Modifications to Notice and Process of the Class Actions Settlement Notice**

7           10.       Plaintiffs have modified the Proposed Notice of Class Action Settlement  
8 pursuant to the Court’s March 5 Ruling to provide the following:

- 9                               • More specifically instruct class members that they may appear at the  
10 final fairness hearing and make an oral objection even if they do not  
11 submit a written objection;
- 12                               • The estimated payment per share and an estimate of costs and expenses  
13 is displayed in bold within a box set off from the rest of the text on the  
14 first page of the notice.
- 15                               • Provide a process by which class members may dispute Defendants’  
16 records regarding their stock ownership;
- 17                               • The summary notice has been modified in conformity with these  
18 directions, and reflects the estimated payment per share and estimated  
19 deductions from the gross settlement, including the estimated attorney  
20 fee and expense award.

21           11.       True and correct copies of the redlined and clean version of the revised Proposed  
22 Notice of Class Action Settlement that reflect the above modifications and additional information  
23 are attached hereto as Exhibits A and B, respectively.

24           12.       True and correct copies of the redlined and clean version of the Summary Notice  
25 that reflect the above modifications and additional information are attached hereto at Exhibits C  
26 and D, respectively.

27           13.       The Court also required further detail regarding the procedure for mailing the long-  
28 form notice, in particular the process by which Epiq will mail the notice to record owners, who

1 will subsequently forward it to beneficial owners. The Long-Form Notice program will include  
2 both a direct mailing for all “Eligible Registered Owners” as identified in the Defendants’ data  
3 (provided through Auris), and will be complemented with the mailing of the Notice to those entities  
4 on Epiq’s internal proprietary mailing database consisting of the most common nominee holders.<sup>1</sup>  
5 The Eligible Registered Owners or the entities on the nominee database who receive the Long-  
6 Form Notice can then either (a) request additional copies of the mailed Long-Form Notice for  
7 Eligible Registered Owners from Epiq, and then send a copy of the Long-Form Notice to all such  
8 Eligible Registered Owners promptly, or (b) provide to Epiq the names and addresses of such  
9 Eligible Registered Owners for Epiq to mail the Long-Form Notice directly. In Epiq’s experience,  
10 the vast majority of nominees who respond to the receipt of a shareholder Long-Form Notice like  
11 the instant one provide the claims administrator (in this case Epiq) with names and address of their  
12 clients who may be potential class members and Epiq would then mail the Long-Form Notice to  
13 them directly as stated above.  
14


15  
16 14. The Court also required an estimate of the cost for the notice and administration  
17 of the settlement. The cost of the notice preparation and distribution for 5,500 Notices is  
18 estimated to be approximately \$30,000.00. The cost of the administration of the settlement is  
19 estimated to be \$35,000.00. The long-form notice and the summary notice have been revised  
20 to include these estimated costs.  
21  
22

---

23 <sup>1</sup> Epiq has developed and maintains a proprietary database with names and addresses of the largest  
24 and most common nominee holders, which consists of U.S. banks, brokerage firms, and nominees,  
25 including national and regional offices of certain nominees (the “Nominee Database”). Epiq’s  
26 Nominee Database is continually monitored and updated as brokerage firms change addresses,  
27 merge, go out of business and/or come into existence. The Nominee Database includes  
28 approximately 1,300 names and addresses of nominees, many which deal in securities of all types,  
acting either as the executing broker or introducing broker for their customers’ transactions.

1 I declare under penalty of perjury under the laws of the State of California and the United  
2 States of America that the foregoing is true and correct.

3 Executed this 7<sup>th</sup> day of March, 2019 at Bala Cynwyd, PA.

4  
5   
6 Evan J. Smith

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

# EXHIBIT “A”

1 David E. Bower (SBN 119546)  
2 **MONTEVERDE & ASSOCIATES PC**  
3 600 Corporate Pointe, Suite 1170  
4 Culver City, CA 90230  
5 Tel: (213) 446-6652  
6 Fax: (212) 202-7880

7 *Attorneys for Plaintiffs*

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

10 \_\_\_\_\_ )  
11 IN RE HANSEN MEDICAL, INC ) Lead Case No. 16-CV-294288  
12 SHAREHOLDER LITIGATION )  
13 \_\_\_\_\_ ) CLASS ACTION  
14 This Document Relates To: ) Assigned to: Judge Brian C. Walsh  
15 )  
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 **1.I. PURPOSE OF NOTICE**

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

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

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

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 **\$.76 per share**, but may vary based upon the amount of other Court-approved deductions and costs, which are estimated to be approximately \$125,000.00.

**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.**

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

1 **2-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-  
founder of Hansen Medical. On April 19, 2016, Hansen Medical entered into a definitive merger  
agreement to be acquired for \$4.00 per share in cash (the “Merger Price”) by Auris (the “Merger”).

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

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

16 The related actions filed in the California Court, and their filing dates, are as follows: (i) *Liu v.*  
17 *Hansen Medical, Inc., et al.*, No. 16CV294288, filed on April 25, 2016; (ii) *Stevens-Juhl v. Hansen*  
18 *Medical, Inc., et al.*, No. 16CV294354, filed on April 26, 2016; (iii) *Huggins v. Hansen Medical, Inc.,*  
19 *et al.*, No. 16 CV294552, filed on May 2, 2016; (iv) *Lax v. Hansen Medical, Inc., et al.*, No.  
20 16CV294858, filed on May 6, 2016; and (v) *Simonson v. Hansen Medical, Inc., et al.*, No.  
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.”

21 The related actions filed in the Delaware Court, and their filing dates, are as follows: (i)  
22 *Windward Venture Partners, LP v. Hansen Medical, Inc., et al.*, C.A. No. 12316, filed on May 10,  
23 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.”

24 On May 16, 2016, the California Court entered an Order granting the request of Plaintiff  
25 Stevens-Juhl to dismiss her Related California Action without prejudice, and on June 21, 2016, the  
26 California Court entered an Order consolidating the remaining Related California Actions under the  
27 caption *In re Hansen Medical, Inc. Shareholder Litigation*, Lead Case No. 16CV294288 (the  
28 “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”).

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

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 **3.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.

11 **4.IV. CLASS ACTION DETERMINATION**

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

21 **5.V. THE SETTLEMENT**

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

26 The Settlement Amount minus Court-approved deductions (the “Net Settlement Amount”)  
27 will be distributed to all members of the Class who owned Hansen Medical common stock as of July  
28 27, 2016, the date of the consummation of the Merger (“Eligible Class Members”) on a pro rata  
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

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5"

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

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  
4 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. If an Eligible Class Member disputes the number of outstanding Hansen Medical shares  
6 owned as of July 27, 2016 (the date of consummation of the merger), theythe Eligible Class Member  
7 shall contact the claims administrator at [ADD PHONE] and provide the claims administrator with  
8 documents sufficient to show the total number of Hansen Medical shares that he or she owned as of  
9 July 27, 2016 (the date on which the Merger was consummated). The claims administrator shall  
10 contact Class Ceounsel regarding thisany such dispute. Based upon the documentation presented,  
11 within fourteen (14) calendar days, Class Ceounsel shall make a determination whether payment (or  
12 an additional payment) is owed to the Eligible Class Mmember. If the Eligible Class Member  
13 disputes this determination, Class Counsel shall request a hearing with the Court to address that  
14 dispute.~~

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

12 MONTEVERDE & ASSOCIATES PC  
13 Juan E. Monteverde  
14 The Empire State Building  
15 350 Fifth Avenue, Suite 4405  
16 New York, NY 10118  
17 212-971-1341

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

## 21 **6.VI. SETTLEMENT HEARING**

22 The Court has scheduled a Settlement Hearing which will be held on July 12\_\_\_\_\_,  
23 2019 at Department 1 of the Superior Court of the State of California, County of Santa Clara, located  
24 at 191 North First Street San Jose, CA 95113 at 9:00\_\_\_\_a.m., ~~in the Court at to determine:~~

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

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

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

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

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  
4 Delaware Action.

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

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

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

12 If you are a member of the Class, you may object to the terms of the Settlement. Whether or  
13 not you object to the terms of the Settlement, you may also object to the requested attorneys' fees and  
14 expenses, the awards to Plaintiffs and/or the plan of distribution. In order for any objection to be  
15 considered, you must file a written statement, accompanied by proof of Class membership, with the  
16 Court, and send a copy to Plaintiffs' Counsel **such that it is received by June 21** \_\_\_\_\_, **2019**.  
17 The Court's address is -Clerk of the Court, Superior Court of the State of California, County of Santa  
18 Clara, 191 North First Street San Jose, CA 95113, and copies of all such papers served upon the  
19 following: Juan E. Monteverde, Esquire, 350 Fifth Avenue, Suite 4405, New York, NY 10118, and  
20 Evan Smith, Esquire Brodsky & Smith, LLC, 9595 Wilshire Boulevard, Suite 900, Beverly Hills, CA  
21 90212, and Alexander K. Talarides, Orrick, Herrington & Sutcliffe LLP, 405 Howard Street, San  
22 Francisco, CA 94105, and Steven Kaufhold, Kaufhold & Gaskin LLP, 388 Market Street, Suite 1300,  
23 San Francisco, CA 94111. Persons who object in writing to the Settlement, the plan of distribution,  
24 the Fee and Expense Application and/or the Incentive Award Application and desire to present  
25 evidence at the Settlement Hearing must include in their written objections copies of any exhibits they  
26 intend to introduce into evidence at the Settlement Hearing. If an objector hires an attorney to  
27 represent him, her, or it for the purposes of making an objection, the attorney must both effect service  
28 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~~ Any objector may  
attend the Settlement hearing and make an objection ~~or whether he or she files a written objection or~~  
~~not~~. 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.

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

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

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5"

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

5 Your exclusion request must be **postmarked no later than twenty-one (21) calendar days**  
6 **prior to the Settlement Hearing, or by June 21, 2019, and sent to the Claims Administrator**  
7 **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  
and validly request exclusion from the Class and Settlement, you shall be deemed a member of the  
Class and be legally bound by the terms of the Settlement, Stipulation and Order and Final Judgment  
in this Action.

11 **9-IX. ORDER AND FINAL JUDGMENT OF THE COURT**

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

- 15 ~~1-~~(a) make final the Court's previous determination to certify provisionally the  
Action as a class action pursuant to CCP § 382;
- 16 ~~2-~~(b) determine that the requirements of the Court Rules and due process have  
17 been satisfied in connection with the Notice;
- 18 ~~3-~~(c) approve the Settlement as fair, reasonable, and adequate and in the best  
19 interests of the Class, including the releases contained therein;
- 20 ~~4-~~(d) authorize and direct the performance of the Settlement in accordance with  
21 its terms and conditions and reserve jurisdiction to supervise the  
consummation of the Settlement;
- 22 ~~5-~~(e) dismiss the Action with prejudice, on the merits, without costs except as  
23 provided in the Order and Final Judgment, as against any and all  
24 Defendants, and release the Released Defendant Parties and Released  
Plaintiff parties (defined below) from the Released Claims (defined below);  
and
- 25 ~~6-~~(f) subject to Court approval, award attorneys' fees and expenses to  
26 Plaintiffs' Counsel from the Settlement Amount and incentive awards to  
27 the named Plaintiffs from the attorneys' fee award.

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned at:  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

Formatted: Outline numbered + Level: 8 + Numbering  
Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:  
1" + Tab after: 1.5" + Indent at: 0", Tab stops: Not at 1.5"

Formatted: Outline numbered + Level: 8 + Numbering  
Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:  
1" + Tab after: 1.5" + Indent at: 0", Tab stops: Not at 1.5"

Formatted: Outline numbered + Level: 8 + Numbering  
Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:  
1" + Tab after: 1.5" + Indent at: 0", Tab stops: Not at 1.5"

Formatted: Outline numbered + Level: 8 + Numbering  
Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:  
1" + Tab after: 1.5" + Indent at: 0", Tab stops: Not at 1.5"

Formatted: Outline numbered + Level: 8 + Numbering  
Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:  
1" + Tab after: 1.5" + Indent at: 0", Tab stops: Not at 1.5"

Formatted: Outline numbered + Level: 8 + Numbering  
Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at:  
1" + Tab after: 1.5" + Indent at: 0", Tab stops: Not at 1.5"



1 ~~10-X.~~ RELEASES

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

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

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

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

2. "Released Defendant Claims" means any and all Claims, including Unknown Claims,  
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,

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

1 officers, directors, employees, agents, principals, owners, representatives, financial advisors, advisors,  
2 insurers and attorneys (including Defendants' Counsel and any additional counsel retained by any  
3 current or former Defendant in connection with the Actions) of Auris or the Defendants; and (v) the  
4 past or present, current or former, direct or indirect legal representatives, heirs, executors, trustees,  
5 beneficiaries, administrators, trusts, trustees, predecessors, successors, predecessors-in-interest,  
6 successors-in-interest and assigns of any of the foregoing.

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

14 **11.XI. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES**

15 Plaintiffs' Counsel intend to petition the Court for an award of attorneys' fees and expenses  
16 incurred in connection with the Action not to exceed one third of the Settlement Fund plus  
17 reimbursement of expenses (the "Fee and Expense Application"), which shall be paid out of — and  
18 shall not be in addition to — the Settlement Amount. Defendants have agreed not to oppose such Fee  
19 and Expense Application.

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

26 **12.XII. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON  
27 BEHALF OF OTHERS**

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

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

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

1 **13-XIII. SCOPE OF THIS NOTICE**

2 This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action,  
3 the Stipulation and other papers and proceedings are only summaries and do not purport to be  
4 comprehensive. A copy of the Stipulation is available at [www.HansenMedicalLitigation.com](http://www.HansenMedicalLitigation.com). For  
5 the further details of the Action, including the claims and defenses that have been asserted by the  
6 parties, members of the Class are referred to the Court files in the Action. You or your attorney may  
7 examine the Court files during regular business hours of each business day at the office of the Clerk  
8 of the Court, Superior Court of the State of California, County of Santa Clara, 191 North First Street  
9 San Jose, CA 95113.

10 **DO NOT CALL THE COURT.**

11 BY ORDER OF THE SUPERIOR COURT OF  
12 CALIFORNIA FOR SANTA CLARA COUNTY FOR  
13 THE STATE OF CALIFORNIA

14 \_\_\_\_\_  
15 Register in the Superior Court of California for Santa  
16 Clara County

Formatted: Outline numbered + Level: 1 + Numbering  
Style: I, II, III, ... + Start at: 1 + Alignment: Left + Aligned  
at: 0" + Tab after: 0.5" + Indent at: 0.5", Tab stops: Not  
at 0.5"

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

\_\_\_\_\_  
HONORABLE BRIAN C. WALSH  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT “B”

1 David E. Bower (SBN 119546)  
2 **MONTEVERDE & ASSOCIATES PC**  
3 600 Corporate Pointe, Suite 1170  
4 Culver City, CA 90230  
5 Tel: (213) 446-6652  
6 Fax: (212) 202-7880

7 *Attorneys for Plaintiffs*

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”).

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.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28

<p>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.</p>
---

**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”).

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

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

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

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

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

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

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

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

27 On September 18, 2017, the Delaware Plaintiffs filed their Verified Amended Consolidated  
28 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  
4 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  
6 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,  
25 her, or it for the purposes of making an objection, the attorney must both effect service of a notice of  
26 appearance on counsel listed above and file it with the Court by no later than fourteen calendar days  
27 prior to the Settlement Hearing. A member of the Class who files a written objection does not have  
28 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

6  
7 

---

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

\_\_\_\_\_  
HONORABLE BRIAN C. WALSH  
JUDGE OF THE SUPERIOR COURT

# EXHIBIT “C”

1 David E. Bower (SBN 119546)  
2 **MONTEVERDE & ASSOCIATES PC**  
3 600 Corporate Pointe, Suite 1170  
4 Culver City, CA 90230  
5 Tel: (213) 446-6652  
6 Fax: (212) 202-7880

7 *Attorneys for Plaintiffs*

8 [additional counsel appear on signature page]

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

11 \_\_\_\_\_ )  
12 IN RE HANSEN MEDICAL, INC ) Lead Case No. 16-CV-294288  
13 SHAREHOLDER LITIGATION )  
14 \_\_\_\_\_ ) CLASS ACTION  
15 This Document Relates To: ) Assigned to: Judge Brian C. Walsh  
16 ALL ACTIONS ) **SUMMARY NOTICE OF PENDENCY**  
17 \_\_\_\_\_ ) **OF CLASS ACTION, PROPOSED**  
18 ) **SETTLEMENT, SETTLEMENT**  
19 ) **HEARING, AND RIGHT TO APPEAR**

20 **SUMMARY NOTICE OF PENDENCY OF CLASS**  
21 **ACTION, PROPOSED SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO**  
22 **APPEAR**

23 TO: RECORD AND BENEFICIALHOLDERS OF HANSEN MEDICAL, INC.'S ("HANSEN  
24 MEDICAL") COMMON STOCK AS OF JULY 27, 2016, THE DATE OF THE  
25 CONSUMMATION OF HANSEN MEDICAL'S MERGER WITH AURIS SURGICAL  
26 ROBOTICS, INC. (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR  
27 RESPECTIVE SUCCESSORS-IN-INTEREST, SUCCESSORS, PREDECESSORS-IN-  
28 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").

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

1 THE PARTIES TO A SHAREHOLDER CLASS ACTION SUIT CONCERNING THE  
2 MERGER HAVE AGREED TO A PROPOSED SETTLEMENT. YOU MAY BE  
3 ENTITLED TO COMPENSATION AS A RESULT OF THE PROPOSED SETTLEMENT  
4 IN THE ACTION CAPTIONED:

4 *IN RE HANSEN MEDICAL INC. SHAREHOLDER LITIGATION*, Lead Case No. 16-CV-294288

5 YOU ARE HEREBY NOTIFIED, pursuant to California Code of Civil Procedure Section 382 and  
6 an Order of the Court, that the above-captioned action has been provisionally certified as a class  
7 action and that a settlement for \$7,500,000 has been proposed (the "Settlement"). Under the  
8 Settlement, the settlement amount, minus any Court-approved attorneys' fees (not to exceed one  
9 third of the total Settlement Fund), incentive awards (not to exceed \$1,000.00 per named Plaintiff),  
10 expenses (approximately \$60,000.00), and notice and administrative costs estimated to be  
11 approximately \$65,000.00), will be distributed on a per share basis to Class members who owned  
12 shares of Hansen Medical common stock as of July 27, 2016, the date of the consummation of the  
13 Merger. **The expected payment, assuming the Court approves Plaintiffs' Counsel's request**  
14 **for attorneys' fees will be approximately \$.76 per share, but may vary based upon the amount**  
15 **of other Court-approved deductions and costs.**

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

17 A hearing will be held before the Honorable Brian C. Walsh in the Santa Clara County Superior  
18 Court, Department 1, located at 191 North First Street San Jose, CA 95113, at 9:00 AM on July 12,  
19 2019 ~~on~~, 2019 to determine whether the Settlement should be approved by the Court as  
20 fair, reasonable, and adequate, and to consider the application of Plaintiffs' Counsel for attorneys'  
21 fees and reimbursement of expenses and incentive awards for the named Plaintiffs (the "Settlement  
22 Hearing").

21 IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE  
22 AFFECTED BY THIS SETTLEMENT. IF THE COURT APPROVES THE SETTLEMENT,  
23 YOU WILL BE FOREVER BARRED FROM PURSUING THE RELEASED CLAIMS. You may  
24 obtain copies of the Stipulation of the Agreement of Settlement, Compromise, and Release, a  
25 detailed Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right  
26 to Appear (the "Notice"), and instructions concerning your right to appear and object to the  
27 Settlement or award of attorneys' fees by visiting the website \_\_\_\_\_ [*plaintiffs'*  
28 *counsel's or claims administrator's website*] or contacting Plaintiffs' Counsel:

Monteverde & Associates PC

Formatted: BodyText 1, Justified

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

Formatted: Font: Bold

1 Juan E. Monteverde  
2 The Empire State Building  
3 350 Fifth Avenue, Suite 4405  
4 New York, NY 10118  
5 212-971-1341

6 WOLF POPPR LLP  
7 Carl L. Stine  
8 Matthew Insley-Pruitt  
9 Adam J. Blander  
10 845 Third Avenue  
11 New York, NY 10022  
12 212-759-4600

13 As described more fully in the Notice, you need not file a written objection in order to object and  
14 may appear at the Settlement Hearing personally to make an oral objection. In the event there is a  
15 written objection it shall be filed with the Court and served upon Plaintiff's counsel above such  
16 that they are received **no later than twenty-one (21) calendar days prior to the Settlement  
17 Hearing, or no later than June 21, 2019, 2019.**

18 If you want to be excluded from the Class and Settlement, you must make a request in writing **no  
19 later than twenty-one (21) calendar days prior to the Settlement Hearing, or no later than  
20 June 21, \_\_\_\_\_, 2019.**

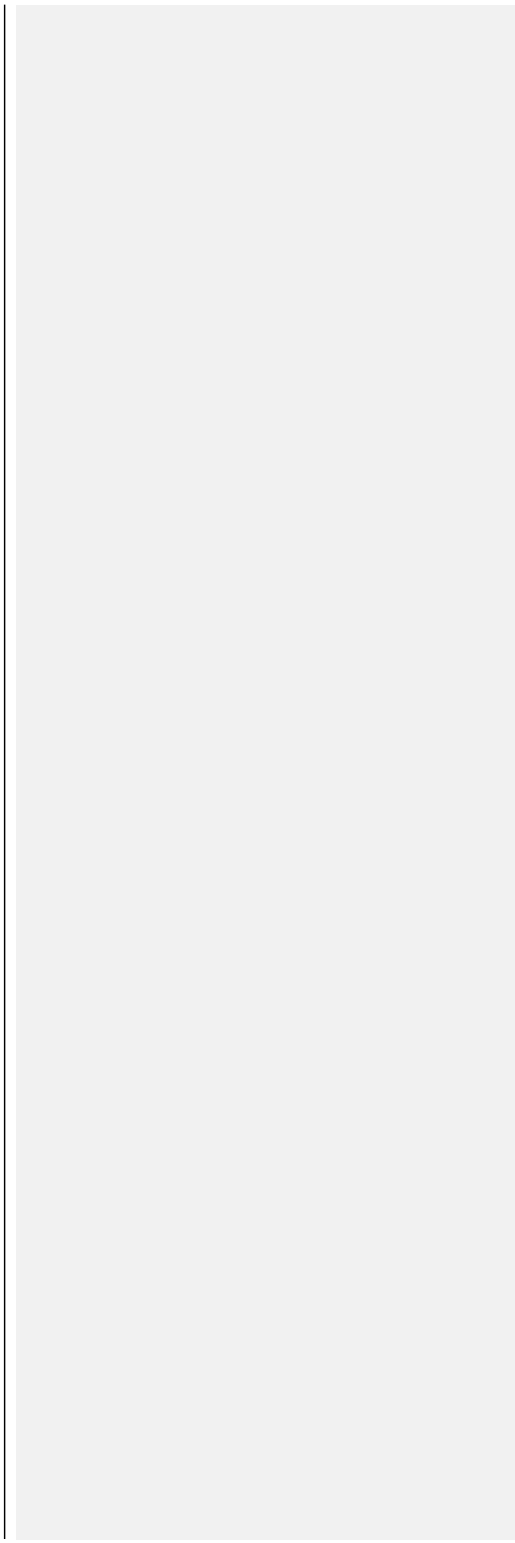
21 Further information may be obtained by contacting the Plaintiffs' counsel listed above.

22 PLEASE DO NOT CALL THE COURT.

23 By Order of The Court

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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



# EXHIBIT “D”



1 David E. Bower (SBN 119546)  
2 **MONTEVERDE & ASSOCIATES PC**  
3 600 Corporate Pointe, Suite 1170  
4 Culver City, CA 90230  
5 Tel: (213) 446-6652  
6 Fax: (212) 202-7880

7 *Attorneys for Plaintiffs*

8 [additional counsel appear on signature page]

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

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

Lead Case No. 16-CV-294288

14 ) CLASS ACTION

15 This Document Relates To: )

Assigned to: Judge Brian C. Walsh

16 ALL ACTIONS )

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

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

24 TO: RECORD AND BENEFICIALHOLDERS OF HANSEN MEDICAL, INC.'S ("HANSEN  
25 MEDICAL") COMMON STOCK 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").

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

1 THE PARTIES TO A SHAREHOLDER CLASS ACTION SUIT CONCERNING THE  
2 MERGER HAVE AGREED TO A PROPOSED SETTLEMENT. YOU MAY BE  
3 ENTITLED TO COMPENSATION AS A RESULT OF THE PROPOSED SETTLEMENT  
IN THE ACTION CAPTIONED:

4 *IN RE HANSEN MEDICAL INC. SHAREHOLDER LITIGATION*, Lead Case No. 16-CV-294288

5 YOU ARE HEREBY NOTIFIED, pursuant to California Code of Civil Procedure Section 382 and  
6 an Order of the Court, that the above-captioned action has been provisionally certified as a class  
7 action and that a settlement for \$7,500,000 has been proposed (the "Settlement"). Under the  
8 Settlement, the settlement amount, minus any Court-approved attorneys' fees (not to exceed one  
9 third of the total Settlement Fund), incentive awards (not to exceed \$1,000.00 per named Plaintiff),  
10 expenses (approximately \$60,000.00), and notice and administrative costs estimated to be  
11 approximately \$65,000.00), will be distributed on a per share basis to Class members who owned  
shares of Hansen Medical common stock as of July 27, 2016, the date of the consummation of the  
Merger. **The expected payment, assuming the Court approves Plaintiffs' Counsel's request  
for attorneys' fees will be approximately \$.76 per share, but may vary based upon the amount  
of other Court-approved deductions and costs.**

12 If a dispute arises regarding an Eligible Class Member's participation and/or recovery in the  
13 Settlement, the Eligible Class Member shall contact the claims administrator at [ADD PHONE] and  
14 provide the claims administrator with documents sufficient to show the total number of Hansen  
15 Medical shares that he or she owned as of July 27, 2016 (the date on which the Merger was  
16 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.

17 A hearing will be held before the Honorable Brian C. Walsh in the Santa Clara County Superior  
18 Court, Department 1, located at 191 North First Street San Jose, CA 95113, at 9:00 AM on July 12,  
19 2019 to determine whether the Settlement should be approved by the Court as fair, reasonable, and  
20 adequate, and to consider the application of Plaintiffs' Counsel for attorneys' fees and  
reimbursement of expenses and incentive awards for the named Plaintiffs (the "Settlement  
Hearing").

21 IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE  
22 AFFECTED BY THIS SETTLEMENT. IF THE COURT APPROVES THE SETTLEMENT,  
23 YOU WILL BE FOREVER BARRED FROM PURSUING THE RELEASED CLAIMS. You may  
24 obtain copies of the Stipulation of the Agreement of Settlement, Compromise, and Release, a  
25 detailed Notice of Pendency of Class Action, Proposed Settlement, Settlement Hearing, and Right  
to Appear (the "Notice"), and instructions concerning your right to appear and object to the  
Settlement or award of attorneys' fees by visiting the website \_\_\_\_\_ [*plaintiffs'*  
*counsel's or claims administrator's website*] or contacting Plaintiffs' Counsel:

26 Monteverde & Associates PC

1 Juan E. Monteverde  
The Empire State Building  
2 350 Fifth Avenue, Suite 4405  
New York, NY 10118  
3 212-971-1341

4 WOLF POPPR LLP  
Carl L. Stine  
5 Matthew Insley-Pruitt  
Adam J. Blander  
6 845 Third Avenue  
New York, NY 10022  
7 212-759-4600

8 As described more fully in the Notice, you need not file a written objection in order to object and  
9 may appear at the Settlement Hearing personally to make an oral objection. In the event there is a  
written objection it shall be filed with the Court and served upon Plaintiff's counsel above such  
10 that they are received **no later than twenty-one (21) calendar days prior to the Settlement  
Hearing, or no later than June 21, 2019.**

11 If you want to be excluded from the Class and Settlement, you must make a request in writing **no  
12 later than twenty-one (21) calendar days prior to the Settlement Hearing, or no later than  
June 21, 2019.**

13 Further information may be obtained by contacting the Plaintiffs' counsel listed above.  
14

15 PLEASE DO NOT CALL THE COURT.

16 By Order of The Court  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28