

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CHRISTOPHER L. SAYCE, Individually and
on Behalf of All Others Similarly Situated,

Plaintiff,

v.

FORESCOUT TECHNOLOGIES, INC., *et. al.*
Defendants.

CASE NO.: 20-CV-00076-SI

CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

You may be entitled to a payment from a class action settlement if you purchased or otherwise acquired Forescout Technologies, Inc. (“Forescout”) common stock between May 10, 2019, and May 15, 2020, both dates inclusive (the “Class Period”).

A Federal Court authorized this notice. This is not a solicitation from a lawyer.

IF YOU ARE A CLASS MEMBER, YOUR LEGAL RIGHTS WILL BE AFFECTED BY THIS SETTLEMENT WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

Excluded from the Class¹ are Defendants, current or former officers and directors of Forescout, any entity in which the Defendants have or had a controlling interest; and all affiliates, family members, legal representatives, heirs, successors or assigns of any of the above.

- **Purpose of Notice:** The purpose of this Notice is to inform you of the proposed settlement (the “Settlement”) of this pending securities class action (the “Action”) and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “Plan of Allocation”) should be approved; and (iii) whether Class Counsel’s application for attorneys’ fees and expenses should be approved. This Notice describes important rights you may have and what steps you must take if you wish to participate in, or object to, the Settlement.
- **Summary of Claims Resolved:** The Settlement resolves claims by the Court-appointed Co-Lead Plaintiffs Glazer Capital Management, L.P., Glazer Enhanced Fund L.P., Glazer Enhanced Offshore Fund, Ltd., Glazer Offshore Fund, Ltd. and Highmark Limited, in respect of its Segregated Account Highmark Multi-Strategy 2 (the “Glazer Funds”), and Meitav Mutual Funds Ltd. (“Meitav” and with the Glazer Funds, “Plaintiffs” or “Co-Lead Plaintiffs”), that have been asserted on behalf of themselves and the Class against Forescout Technologies, Inc., Michael DeCesare, and Christopher Harms (collectively the “Defendants,” together with Plaintiffs, the “Parties” and each a “Party”) for alleged violations of federal securities laws by allegedly making misrepresentations and/or omissions of material fact between May 9, 2019, and May 15, 2020.
- **Statement of Class Recovery:** Subject to Court approval, Plaintiffs, on behalf of the Class, have agreed to settle the Action in exchange for a payment of \$45,000,000 (the “Settlement Amount”), which will be deposited into an Escrow Account and may earn interest (the “Settlement Fund”). The Net Settlement Fund (as defined below) will be distributed to Class Members according to the Court-

¹ All capitalized terms not defined in this Notice have the meanings provided in the Stipulation of Settlement dated July 18, 2025 (“Stipulation”). The Stipulation can be viewed at www.forescoutsecuritieslitigation.com.

approved plan of allocation (the “Plan of Allocation”). The proposed Plan of Allocation is set forth on pages 11-16 below.

- **Estimate of Average Recovery Per Share:** Plaintiffs estimate there were approximately 38.1 million shares of Forescout common stock traded during the Class Period that may be eligible to participate in the Settlement pursuant to the Plan of Allocation (*see* pp. 11-16 below). If all of those shares elect to participate in the Settlement, the average recovery per share could be approximately \$1.18, before deduction of any fees, expenses, costs, and awards described herein. **Class Members should note that this is only an estimate.** Some Class Members may recover more or less than this estimated amount depending on, among other factors, when and at what prices they purchased/acquired or sold their Forescout common stock, whether they sold their shares of Forescout common stock and the total number of valid Proof of Claim and Release Forms (or “Claim Forms”) submitted and the value of those claims. Distributions to Class Members will be made based on the Plan of Allocation set forth herein (*see* pages 11-16 below) or such other plan of allocation as may be ordered by the Court.
- **Statement of Potential Outcome of Case If the Action Continued to Be Litigated:** The Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Plaintiffs were to prevail on each claim asserted against the Defendants. Among other things, the Parties disagree on (i) whether Defendants violated the federal securities or any other laws or committed any acts of wrongdoing whatsoever; (ii) whether Forescout’s public disclosures were, in fact, materially misleading; (iii) whether Plaintiffs and the Class suffered any harm as a result of Defendants’ alleged violations of the federal securities laws and purported subsequent revelation of the truth; (iv) whether Defendants’ alleged misconduct was the proximate cause of any losses suffered by the Class; and (v) whether Defendants acted with the requisite culpability to violate federal securities laws.
- **Reasons for Settlement:** Plaintiffs’ principal reason for entering into the Settlement is the substantial immediate cash benefit for the Class without the risk or the delays inherent in further litigation. Plaintiffs weighed this benefit against the significant risk that a smaller recovery – or no recovery at all – might be achieved after contested motions, a trial of the Action and post-trial appeal. That process would be expected to last several years. The Settlement was entered into after extended mediation proceedings. Defendants deny all claims of wrongdoing, that they engaged in any wrongdoing, that they are liable to Plaintiffs and/or the Class and that Plaintiffs or other Class Members suffered any injury as a result of Defendants’ conduct. Without admitting any wrongdoing, fault, liability, or damage on their part whatsoever, Defendants are willing to settle to avoid the continuing burden, expense, inconvenience and distraction to Defendants in this Action, and to avoid the cost, delay, and risk of continuing the Action provided that all of the claims of the Class are settled and compromised.
- **Attorneys’ Fees and Costs:** Class Counsel and other Plaintiffs’ counsel have not received any payment for their services in conducting this litigation on behalf of Plaintiffs and the members of the Class, nor have they been reimbursed for their out-of-pocket expenditures. If the Settlement is approved by the Court, Class Counsel will apply to the Court for attorneys’ fees not to exceed one-third of the Settlement Amount and any interest accrued thereon, and reimbursement of expenses not to exceed \$2,500,000, and any interest accrued thereon. If the amount requested by counsel is approved by the Court, the average cost of fees and expenses would be approximately \$0.46 per share. In addition, an award for the time and expenses incurred by the Plaintiffs will be requested, not to exceed \$50,000 each for (1) the Glazer Funds and (2) Meitav.
- **Identification of Attorneys’ Representatives:** Requests for further information regarding the Action, this Notice or the Settlement, can be directed to Class Counsel: Omar Jafri or Brian P. O’Connell, Pomerantz LLP, 10 South LaSalle Street, Suite 3505, Chicago, IL 60603, (312) 377-1181, and Jeffrey S. Abraham or Michael J. Klein, Abraham, Fruchter & Twersky, LLP, 450 Seventh Avenue, 38th Floor, New York, NY 10123, (212) 279-5050. **Please Do Not Call the Court with Questions About the Settlement.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY DECEMBER 1, 2025	The <i>only</i> way to get a payment. <i>See</i> Question 7 below for details.
OBJECT BY NOVEMBER 14, 2025	Write to the Court about why you do not like the Settlement, the Plan of Allocation, or the attorneys’ fee and expense application. If you object, you will still be a member of the Class. <i>See</i> Question 12 below for details.
GO TO A HEARING ON DECEMBER 5, 2025 AND FILE A NOTICE OF INTENTION TO APPEAR BY NOVEMBER 14, 2025	Class Members may be permitted to appear and speak to the Court if they submit a written objection. <i>See</i> Question 16 below for details.
DO NOTHING	Get no payment AND be bound by the Final Judgment entered pursuant to the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

You or someone in your family, or an investment account for which you serve as a custodian, might have purchased or otherwise acquired shares of Forescout, and might be a Class Member. This Notice explains the Action, the Settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not necessarily mean that you are a Class Member or that you will be entitled to receive a payment. **If you wish to be eligible for a payment, you must submit the Claim Form that is available on the Settlement website at www.forescoutsecuritieslitigation.com.** *See* Question 7 below.

The Court directed that this Notice be made publicly available on this website to inform Class Members of the terms of the proposed Settlement and about all of their options before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and Class Counsel’s application for attorneys’ fees and expenses (the “Settlement Hearing”).

The Court in charge of the Action is the United States District Court for the Northern District of California, and the case is known as *Sayce v. Forescout Tech., Inc. et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal.). The Action is assigned to Senior District Court Judge Susan Illston.

2. What is this case about and what has happened so far?

Summary of the Action

The Class Representatives in this Action are the Glazer Funds and Meitav. The Court has appointed them to represent the Class, and they are referred to as “Plaintiffs” or “Co-Lead Plaintiffs.”

The Defendants in this Action are Forescout, Michael DeCesare (“DeCesare”), who was Forescout’s Chief Executive Officer at all relevant times, and Christopher Harms (“Harms”), who was Forescout’s Chief Financial Officer at all relevant times. DeCesare and Harms are sometimes referred to as the “Individual Defendants,” and the Individual Defendants and Forescout are collectively called the “Defendants.”

Co-Lead Plaintiffs’ Second Amended Complaint (the “Complaint”) is the operative complaint in the Action. The remainder of this section describes Co-Lead Plaintiffs’ allegations in the Complaint. The Court has not made any findings of fact.

Forescout, which provides cybersecurity services for large computer networks, became publicly traded through an initial public offering (“IPO”) in October 2017. The Company experienced strong revenue growth from 2014 through 2018. However, Plaintiffs allege that, between 2018 and 2020, customers increasingly sought cloud-based cybersecurity products that Forescout could not provide. Plaintiffs allege that, as a result, Forescout’s sales began to substantially decrease in 2019, and Forescout increasingly failed to close and win deals because customers believed that Forescout’s competitors offered a better product at a lower price. Plaintiffs allege that deals previously identified as “committed” in the Company’s sales pipeline began to evaporate, and that many sales personnel failed to meet their quotas and targets.

Plaintiffs allege that, on February 7, 2019, Defendants provided revenue guidance to investors of 24% annual growth for 2019, the first public guidance issued by Forescout since its IPO. Plaintiffs allege that the Company’s quarterly results during 2019 were consistently and materially below the full year revenue guidance, which Defendants publicly attributed to a series of nonrecurring delays, including: bureaucratic delays in customers finalizing orders, a shift to a subscription revenue model and deteriorating macroeconomic conditions in the Europe, Middle East, and Africa (“EMEA”) region. Plaintiffs allege that analysis by a former Forescout employee in early 2019 of information received from a consulting firm Forescout had hired indicated that a majority of Forescout’s deals in the sales pipeline had only a 50% chance of closing, yet Forescout identified the deals as “committed” in its sales pipeline. Plaintiffs allege that a new system for projecting future revenue at Forescout reflected that a very large number of sales recorded as “committed” by sales representatives were, in fact, highly unlikely to close. Plaintiffs allege that, beginning by February 2019, senior Forescout executives began a widespread pressure campaign, pressuring sales representatives to categorize deals as “committed” even where buyers had not yet made any such commitment to make a purchase so the Company could project continued rapid sales increases.

Plaintiffs allege that, on May 9, 2019, Defendants announced financial results for the first fiscal quarter of 2019 and also announced a guidance range for the second quarter of 2019 below analyst expectations. Plaintiffs allege that Defendants claimed Forescout would still meet its revenue guidance for 2019 because the Company had already been awarded business despite some deals simply having “slipped” to close later in the year. Plaintiffs allege that analysts repeatedly questioned Defendants about the basis for increasing the guidance despite the “slipped” deals, and Plaintiffs allege that throughout the Class Period Defendants repeatedly made concrete and material misrepresentations in response to those inquiries by stating that Forescout had “tech wins” with firm commitments from customers and that the Company’s sales pipeline was large and robust.

On August 7, 2019, Forescout announced its financial results for its second quarter of 2019 and held a conference call during which, Plaintiffs allege that DeCesare claimed that Forescout’s rate of closing deals “remain[s] very strong” and “very healthy.” Plaintiffs allege that the challenged statements misrepresented the strength of the Company’s sales pipeline. Plaintiffs allege that, on August 12, 2019, Harms made allegedly false or misleading statements that Forescout raised its full year guidance for revenues in the second quarter of 2019 because “we still had great visibility into the rest of the year and still the confidence we have about how deals were taking shape” [sic] and that third quarter “was still very solid.”

On October 10, 2019, Forescout pre-announced preliminary financial results for the third quarter of 2019 that missed the low end of prior revenue guidance by over \$7 million, which Plaintiffs allege caused the price of Forescout common stock to decline by over 37%. Plaintiffs allege that Defendants again falsely claimed that the sales pipeline “continued to grow,” and deals had merely slipped again because of extended approval cycles due to poor economic conditions outside the United States.

On November 6, 2019, Forescout announced financial results for the third quarter of 2019, missing guidance by at least \$7.2 million on the low end. Plaintiffs allege that DeCesare again shifted blame from the U.S. market to “extended sales cycles” in the EMEA region for the revenue miss.

Plaintiffs allege that, in October 2019, Forescout put itself up for sale. Plaintiffs allege that there were certain revenue goals the Company needed to meet to make it an attractive acquisition candidate. Plaintiffs allege that Forescout produced these by showing moderately lower growth in revenue from prior year results for the fourth fiscal quarter of 2019 and providing projections to potential acquirers reflecting 14% growth in revenue for 2020 with steady annual revenue growth of approximately 15% thereafter.

Plaintiffs allege that, on February 6, 2020, Forescout announced disappointing fourth quarter 2019 results. On February 6, 2020, Forescout also announced that Advent International, Inc. (“Advent”), a private equity firm, had entered into a merger agreement to acquire Forescout for \$33 per share. Plaintiffs allege that the planned acquisition would have substantially enriched the Individual Defendants if it closed. Plaintiffs allege that Advent soon learned that the FY 2020 projections it was provided were inconsistent and materially higher than internal guidance. Plaintiffs allege that the Company then failed to meet even the lower revenue projection for the first quarter of FY 2020, reporting revenue representing a 24% decline from first quarter of FY 2019 revenue.

Plaintiffs allege that, on May 8, 2020, an Advent representative told DeCesare that Advent could not “make the numbers work” for the planned acquisition and expressed concerns about whether conditions precedent to the acquisition would be met.

Plaintiffs allege that, on May 11, 2020, Forescout disclosed its first quarter 2020 results, which were \$5 million less than guidance disclosed just eight days before the end of that quarter, which Plaintiffs allege caused the price of Forescout’s common stock to decline by nearly 5%. Plaintiffs allege that Forescout blunted a further decline in its stock price by quoting DeCesare in its May 11, 2020 press release as stating that “we look forward to completing our pending transaction with Advent.”

Plaintiffs allege that, on May 15, 2020, Advent sent a letter explaining why it was refusing to proceed with the acquisition of Forescout. On May 18, 2020, Forescout disclosed that letter, which Plaintiffs allege caused Forescout’s stock price to plummet by nearly 24%.

Defendants deny the foregoing allegations. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants also have denied and continue to deny the allegations that the Class Representatives or members of the Class have suffered damages.

Procedural Background

This Action was commenced on January 2, 2020, by Christopher Sayce (“Sayce”). Sayce alleged Defendants violated federal securities laws from February 7, 2019, through October 9, 2019. On July 22, 2020, the Court consolidated a related lawsuit into this Action, and appointed Meitav and the Glazer Funds as Co-Lead Plaintiffs.

On December 18, 2020, Meitav and the Glazer Funds filed a consolidated amended complaint alleging misstatements related to the sales pipeline and the acquisition by Advent. The proposed class period was February 7, 2019, through May 15, 2020. Defendants moved to dismiss that consolidated amended complaint, and on March 25, 2021, the Court granted defendants’ motion to dismiss and granted Co-Lead Plaintiffs leave to amend.

On May 10, 2021, Co-Lead Plaintiffs filed a second consolidated amended complaint alleging misstatements relating to the same topics. Defendants again moved to dismiss, and, on October 6, 2021, the Court granted Defendants’ motion to dismiss with prejudice and without leave to amend.

Plaintiffs appealed but did not challenge the dismissal of claims related to statements made between February 7, 2019, and March 4, 2019, and did not challenge the dismissal of their claims that Forescout’s revenue guidance figures during the Class Period were false or misleading. On March 16, 2023, the Ninth Circuit affirmed in part, reversed in part, and remanded for further proceedings. The court reversed and remanded with respect to claims regarding the following challenged statements: “(1) the statements made on May 9, 2019, August 7, 2019, August 12, 2019², October 10, 2019, and November 6, 2019, asserting that (i) the disappointing second quarter performance was due to ‘slipped’ deals, (ii) the ‘slipped’ deals were ‘tech wins,’ (iii) the sales pipeline was large, healthy, and continuing to grow, and (iv) the third quarter revenue miss was due to delays in closing caused by economic conditions in the EMEA area; and (2) the May 11, 2020, press release stating that Forescout “look[ed] forward to completing [the] pending transaction with Advent.”

² The date of this event is erroneously listed as August 12, 2019 instead of August 13, 2019 in the SAC and the Ninth Circuit opinion.

Defendants answered the second consolidated amended complaint on June 16, 2023, denying the claims asserted against them and asserting a number of affirmative defenses.

On October 27, 2023, Co-Lead Plaintiffs moved for class certification, and, on October 31, 2023, they amended that motion. After the motion was fully briefed, and after class-related discovery, the Court heard oral argument on May 17, 2024. On May 28, 2024, the Court certified the Class and ordered the issuance of a Notice of Pendency of Class Action, which was disseminated to Class Members on and after October 28, 2024.

On May 29, 2024, after extensive discovery, the Parties engaged in an all-day, in-person mediation session before Robert Meyer, Esq., a well-respected and highly experienced mediator. This mediation was unsuccessful.

On May 9, 2025, after the close of fact discovery which included, but was not limited to, a review of over 150,000 documents, depositions of both Co-Lead Plaintiffs, 27 merits depositions, and 8 expert depositions, the Parties engaged in a second in-person mediation session before Mr. Meyer. Although this mediation was not successful, the Parties continued negotiations following the close of expert discovery in the first week of June 2025 and ultimately agreed to a mediator's proposal to resolve the claims for the Settlement Amount.

On June 18, 2025, the Parties notified the Court that they had agreed in principle to resolve all issues and claims in the Action and requested a stay of all deadlines.

3. Why is this a class action?

In a class action, one or more persons or entities (in this case, Plaintiffs) sues on behalf of people and entities having similar claims. Together, these people and entities are a "class," and each is a "class member." Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of persons and entities who or which might be too small economically to bring as separate actions. One court resolves the issues for all class members at the same time, except for those who excluded themselves, or "opted out," from the class.

4. Why is there a Settlement?

Plaintiffs and Class Counsel believe that the claims asserted in the Action have merit. However, Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to pursue the claims through trial and appeals, as well as the difficulties in establishing liability and damages. Plaintiffs and Class Counsel also recognize that Defendants have numerous defenses that could preclude a recovery. For example, Defendants challenge whether any of the statements in question were actually false and misleading, made with the requisite scienter, and whether they caused any losses to the Class. The Settlement provides a guaranteed and immediate cash recovery to the Class. In light of the risks, Plaintiffs and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class.

Defendants are entering into this Settlement solely to avoid the burden, inconvenience, and expense associated with continuing the litigation. Defendants have denied and continue to deny any and all allegations of wrongdoing, that Plaintiffs or the Class suffered damages, and that the price of Forescout common stock was artificially inflated. Defendants have asserted and continue to assert that, at all times, they acted in good faith and in a manner reasonably believed to be in accordance with all applicable rules, regulations and laws. The Settlement is not, and should not be seen as, an admission or concession on the part of the Defendants.

The Settlement must be compared to the risk of no recovery after contested summary judgment motions, trial, and likely appeals. The Parties disagree on both liability and damages, and do not agree on the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to prevail on each claim alleged against the Defendants. Moreover, any higher recovery awarded at trial might not be fully collectible due to the amount of maximum recoverable damages and eroding insurance policies.

5. How do I know if I am part of the Settlement?

Everyone who fits the following description is a Class Member and subject to the Settlement: all investors who purchased or otherwise acquired shares of Forescout common stock between May 10, 2019, and May 15, 2020, both dates inclusive, and were damaged thereby. However, these groups are excluded from the Class even if they otherwise fit the Class definition: (a) Defendants, current or former officers and directors of

Forescout, any entity in which the Defendants have or had a controlling interest; (b) the affiliates, family members, legal representatives, heirs, successors or assigns of all individuals/entities listed in (a), above; and (c) all members of the Class who previously excluded themselves by filing a valid and timely request for exclusion.

Receipt of this Notice does not mean that you are a Class Member. Please check your records or contact your broker to see if you are a member of the Class. You are a Class Member only if you individually (and not a fund you own) meet the Class definition.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Plaintiffs' Claims against the Released Defendants' Parties, Forescout and the Defendants' insurers have agreed to create a \$45,000,000 cash fund, which may accrue interest, to be distributed, after deduction of Court-awarded attorneys' fees and litigation expenses, Settlement Administration Costs, taxes and Tax Expenses, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), among all Class Members who submit valid Claim Forms and are found to be eligible to receive a distribution from the Net Settlement Fund ("Authorized Claimants").

7. How can I receive a payment?

To qualify for a payment, you must submit a timely and valid Claim Form. A Claim Form is included with this Notice. You can also obtain a Claim Form at www.forescoutsecuritieslitigation.com or you can request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (866) 274-4004. Please read the instructions contained in the Claim Form carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it electronically through www.forescoutsecuritieslitigation.com to the Claims Administrator so that it is **postmarked or received no later than 11:59 P.M. ET on December 1, 2025**.

8. When will I receive my payment?

The Court will hold a Settlement Hearing on **December 5, 2025** to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Claim Forms to be accurately reviewed and processed. Please be patient.

9. What am I giving up to receive a payment?

If you are a member of the Class, that means that, upon the "Effective Date" of the Settlement, you will release all "Released Plaintiffs' Claims" against the "Released Defendants' Parties". You cannot sue, continue to sue, or be part of any other lawsuit against the Released Defendants' Parties about the Released Plaintiffs' Claims. It also means that all of the Court's orders will apply to you and legally bind you and your claims against the Released Defendants' Parties will be released. On the "Effective Date," Defendants also will release any claims they might have against Class Members related to the prosecution of the Action.

"Released Plaintiffs' Claims" means the release, upon the Effective Date, of all claims, actions, causes of action, demands, losses, rights, duties, obligations, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages and liabilities of every nature and description, whether known claims or Unknown Claims (as defined herein), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, choate or inchoate, perfected or unperfected, regardless of legal or equitable theory, and whether direct, derivative, class, or individual in nature, whether arising under federal, state or foreign law, or statutory, common or administrative law, or any other law, rule, or regulation, that Co-Lead Plaintiffs, any other Class Member, or any other Released Plaintiffs' Parties: (i) asserted in the Action; (ii) could have asserted in the Action, or in the future can or might assert in the Action, or in any forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum, in the United States or elsewhere), that arise out of, are based upon, or relate in any way to any of the allegations, transactions, facts, matters or

occurrences, representations, statements or omissions involved, set forth, or referred to in the Action, including any previous complaint in the Action; or (iii) that relate to the purchase, acquisition, disposition, or sale of Forescout's publicly traded securities during the Class Period. Released Plaintiffs' Claims shall not include any claims relating to the enforcement of the Settlement.

"Released Defendants' Parties" means (i) each Defendant; (ii) the immediate family members, associates, or affiliates of the Individual Defendants; (iii) direct or indirect parents, subsidiaries, related entities, stockholders, control persons, and affiliates of Forescout (including, without limitation, Advent International Limited Partnership and Crosspoint Capital Partners, and each of their respective parents, subsidiaries, affiliates (including affiliated general partners, managing partners, management companies, investment funds, and investment vehicles), directors, officers, partners, members, principals, employees, and representatives); (iv) any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or their immediate family members; (v) for any of the persons or entities listed in parts (i) through (iv), as applicable, their respective past, present, and future general partners, limited partners, principals, shareholders, joint venturers, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, reinsurers, indemnitors, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, estates, and any controlling person thereof; and (vi) any entity in which a Defendant has a controlling interest; all in their capacities as such.

"Released Defendants' Claims" means the release by Defendants, upon the Effective Date, as against Released Plaintiffs' Parties (as defined herein), all claims and causes of action of every nature and description, whether known claims or Unknown Claims (as defined herein), whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants' Claims shall not include any claims relating to the enforcement of the Settlement.

"Released Plaintiffs' Parties" means (i) Co-Lead Plaintiffs, all Class Members, any other plaintiffs in the Action and their counsel, Class Counsel, liaison counsel or referring counsel, and (ii) each of their respective immediate family members, and their respective partners, general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managing directors, supervisors, employees, contractors, consultants, experts, auditors, accountants, financial advisors, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, all in their capacities as such.

"Unknown Claims" means and includes any and all claims that Plaintiffs and Class Members (with respect to Released Plaintiffs' Claims) or Defendants (with respect to Released Defendants' Claims) do not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Plaintiffs' Claims, the Parties stipulate and expressly agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law that is, or is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Plaintiffs, Class Members, and Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those known or believed to be true with respect to the subject matter of Released Plaintiffs' Claims or Released Defendants' Claims, but they expressly, fully, finally, and forever settle and release, and upon the Effective Date and by operation of the Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims, known or unknown, suspected or unsuspected, contingent

or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Parties expressly acknowledge, and each releasing party and Released Party by operation of the Judgment shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and is a material element of the Settlement of which this release is a part.

THE LAWYERS REPRESENTING YOU

10. Do I have a lawyer in this case?

The Court appointed the following Class Counsel:

POMERANTZ LLP Omar Jafri Patrick Dahlstrom Brian P. O’Connell Genc Arifi 10 South La Salle Street, Suite 3505 Chicago, IL 60603 Tel: (312) 377-1181 boconnell@pomlaw.com Jeremy A. Lieberman J. Alexander Hood II 600 Third Avenue, 20 th Floor New York, NY 10016 Tel: (212) 661-1100	ABRAHAM, FRUCHTER & TWERSKY, LLP Jeffrey S. Abraham Michael J. Klein 450 Seventh Avenue, 38th Floor New York, NY 10123 Tel: (212) 279-5050 info@aftlaw.com Patrice L. Bishop 9440 Santa Monica Blvd., Suite 301 Beverly Hills, CA 90210 Tel: (310) 279-5125
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If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

You will not be separately charged for these lawyers. The Court will determine the amount of Class Counsel’s fees and reimbursement of expenses, which will be paid from the Settlement Fund. To date, Class Counsel have not received any payment for their services in pursuing the claims against Defendants on behalf of the Class, nor have they been paid for their litigation expenses. Class Counsel will ask the Court to award attorneys’ fees of no more than one-third of the Settlement Amount and any interest accrued, and reimbursement of litigation expenses of no more than \$2,500,000 plus accrued interest. Plaintiffs may also request an award of not more than \$50,000 for each of the two sets of Co-Lead Plaintiffs (the Glazer Funds and Meitav) to reimburse their reasonable time, costs and expenses in representing the Class.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION,
OR THE FEE AND EXPENSE APPLICATION**

12. How do I tell the Court that I do not like something about the proposed Settlement?

If you are a Class Member, you may object to the Settlement or any of its terms, the proposed Plan of Allocation, the application for attorneys’ fees and expenses, or any application of an award to Plaintiffs. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue unless changes are made and the Court then approves the Settlement. If you do not want the Court to approve the Settlement, you should object.

Any objection to the proposed Settlement must be in writing, unless excused by the Court for good cause. If you file a timely written objection, or if the written objection requirement is excused, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (i) clearly identify the case name and number “*Sayce v. Forescout Tech., Inc. et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal.)”; (ii) state the name, address, and telephone number of the person or entity objecting; (iii) state the number of shares of Forescout common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale; (iv) be signed by the person or entity objecting or an authorized representative; (v) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102-3489; and (vi) be filed or received on or before November 14, 2025. The Court will require substantial compliance with these procedures.

13. What is the difference between objecting now and the prior opportunity to seek exclusion?

Objecting is telling the Court that you do not like something about the proposed Settlement. You may object and yet still recover money from the Settlement *if* you timely submit a valid Claim Form and the Settlement is approved.

The Court previously authorized a notice to Class Members explaining their right to exclude themselves from the Class when the Class was certified. That notice explained to Class Members that if they did not exclude themselves from the Class by December 27, 2024, they would remain a Class Member and would be bound by the result of any trial, judgment, and determination of the Court, whether favorable or unfavorable to the Class. Class Certification Notice Administration Costs will be paid for from the Settlement Fund.

THE SETTLEMENT HEARING

14. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold the Settlement Hearing on **December 5, 2025 at 10 a.m.**, either telephonically, on Zoom, and/or at the Phillip Burton Federal Building and United States Courthouse, Courtroom 1 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing, the Court will consider whether: (i) the Settlement is fair, reasonable, and adequate, and should be finally approved; (ii) the Plan of Allocation is fair and reasonable and should be approved; and (iii) Class Counsel’s application for attorneys’ fees and expenses and Plaintiffs’ awards are reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 12 above. We do not know how long it will take the Court to make these decisions.

You should be aware that the Court may change the date and time of the Settlement Hearing, or hold the hearing telephonically, without another notice being sent to Class Members. If you want to attend the hearing, you should check with Class Counsel beforehand to be sure that the date or time has not changed, periodically check the Settlement website at www.forescoutsecuritieslitigation.com, or periodically check the Court’s website at <https://www.cand.uscourts.gov/> to see if the Settlement Hearing stays as calendared or is changed. The Court’s docket is also available on the PACER service at <https://www.pacer.gov>. All documents filed in the case are available through PACER.

15. Do I have to come to the Settlement Hearing?

No. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required for you to do so. If you do hire your own lawyer, they must

file and serve a Notice of Appearance in the manner described in the answer to Question 16 below **no later than November 14, 2025**.

16. May I speak at the Settlement Hearing?

If you are a Class Member and have submitted a timely objection to the Settlement or any motion to be presented at the Settlement Hearing, you may appear and address the Court concerning your objection or the Settlement, should you wish to do so.

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing and you are a member of the Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Defendants' Parties concerning the Released Plaintiffs' Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 7 above).

GETTING MORE INFORMATION

18. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. In addition, Class Counsel's motions in support of final approval of the Settlement, the request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation, which will be filed with the Court no later than October 31, 2025, will be available at the Settlement website, or from Class Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

You may review the Stipulation or documents filed in the case at the Office of the Clerk, United States District Court, Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, on weekdays (other than court holidays) between 9:00 a.m. and 4:00 p.m. Subscribers to PACER can also view the papers filed publicly in the Action at <https://www.pacer.gov>.

You can also get a copy of the Stipulation and other case documents by visiting the website dedicated to the Settlement, www.forescoutsecuritieslitigation.com, calling the Claims Administrator toll free at (866) 274-4004, or emailing the Claims Administrator at info@forescoutsecuritieslitigation.com.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

19. How will my claim be calculated?

As discussed above, the Settlement provides \$45,000,000.00 in cash for the benefit of the Class. The Settlement Amount and any interest it earns constitute the "Settlement Fund." The Settlement Fund, less any taxes and Tax Expenses, any Fee Award to Class Counsel, any Award to Plaintiffs approved by the Court, Class Certification Notice Administration Costs, and Settlement Administration Costs is the "Net Settlement Fund." If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants—*i.e.*, Class Members who timely submit valid Claim Forms that are accepted for payment by the Court—in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Class Members who do not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, www.forescoutsecuritieslitigation.com.

The Plan of Allocation takes into account Class Counsel's assessment of the strength and weakness of the various claims and defenses and incorporates the advice of consulting experts. The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who suffered alleged economic losses as a proximate result of the Defendants' alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as calculated pursuant to the formulas set forth below ("Recognized Claim").

To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim. If, however, the amount in the Net Settlement Fund is insufficient to permit payment of the total Recognized Claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total Recognized Claims of all Authorized Claimants and subject to the provisions in the preceding paragraph (i.e., "*pro rata* share"). Payment in this manner shall be deemed conclusive against all Authorized Claimants. No distribution will be made on a claim where the potential distribution amount is less than \$10 U.S. dollars (\$10.00) in cash.

Plaintiffs asserted claims under Section 10(b) of the Securities Exchange Act of 1934. Plaintiffs' theory of damages focused on the change in Forescout's stock price following alleged corrective disclosures issued in October 2019 and May 2020. Plaintiffs allege that the stock price declines that followed these announcements resulted in alleged damages to investors who purchased shares earlier in time. Consequently, the Plan of Allocation intends to compensate Authorized Claimants for these alleged damages. Depending on when you purchased your shares of Forescout common stock and how many shares you held on these dates, you may have a Recognized Claim.

A Recognized Claim will be calculated for each share of Forescout common stock purchased or otherwise acquired during the Class Period. The calculation of Recognized Claims will depend upon several factors, including when shares of Forescout common stock were purchased or otherwise acquired during the Class Period, and for what price, and whether those shares were sold, and if sold, when they were sold.

The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that the price of Forescout common stock allegedly was artificially inflated throughout the Class Period.³ The estimated alleged artificial inflation in the price of Forescout common stock is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of Forescout common stock is based on certain misrepresentations alleged by Plaintiffs and the price change in the stock (net of market- and industry-wide factors) in reaction to the public announcements that allegedly corrected the misrepresentations alleged by Plaintiffs.

In order to submit a claim, Forescout common stock purchased or otherwise acquired during the Class Period must have been held during a period of time in which its price declined due to the disclosure of information which allegedly corrected an allegedly misleading statement or omission. Plaintiffs and Class Counsel have determined that such price declines occurred on the following dates: October 10, 2019; May 18, 2020; and May 19, 2020 (the "Corrective Disclosure Dates"). Accordingly, if a share of Forescout common

³ During the Class Period, Forescout common stock was listed on the Nasdaq Global Select Market under the ticker symbol "FSCT." After the Class Period, Forescout completed a merger to become a private company and on August 17, 2020 the Company's shares ceased to trade publicly.

stock was sold before October 10, 2019 (the earliest Corrective Disclosure Date) the Recognized Claim for that share is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, if a share of Forescout common stock was both purchased and sold between two consecutive Corrective Disclosure Dates, the Recognized Claim for that share is \$0.00.

Table 1		
Artificial Inflation in Forescout Common Stock		
From	To	Per-Share Price Inflation
May 10, 2019	October 9, 2019	\$18.12
October 10, 2019	February 5, 2020	\$3.62
February 6, 2020 ⁴	May 15, 2020	\$8.73
May 18, 2020	May 18, 2020	\$1.67
May 19, 2020	Thereafter	\$0.00

The “90-day look back” provision of the Private Securities Litigation Reform Act of 1995 (“PSLRA”) is incorporated into the calculation of the Recognized Claim for Forescout common stock. The limitations on the calculation of the Recognized Claim imposed by the PSLRA are applied such that alleged losses on Forescout common stock purchased during the Class Period and held as of the close of the 90-day period following the end of the Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such stock and its average closing price during the 90-Day Lookback Period. The Recognized Claim on Forescout common stock purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such stock and its rolling average closing price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In addition, for shares of Forescout common stock purchased or otherwise acquired during the period from May 12, 2020 through May 15, 2020, both dates inclusive, the Recognized Claim amount shall be increased by 50% by multiplying the Recognized Claim for such shares (calculated pursuant to the formula below under “Calculation of Recognized Claim Per Share of Forescout Common Stock”) by 1.50.⁵

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and commissions. Any transactions in Forescout common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

Calculation of Recognized Claim Per Share of Forescout Common Stock

For each share of Forescout common stock purchased or otherwise acquired during the Class Period (i.e., May 10, 2019 through May 15, 2020, both dates inclusive), the Recognized Claim per share shall be calculated as follows:

- i. For each share of Forescout common stock sold prior to October 10, 2019, the Recognized Claim is \$0.

⁴ On February 6, 2020, Forescout announced that Advent had entered into a merger agreement to acquire Forescout for \$33 per share.

⁵ May 12, 2020 is the first trading day after Forescout allegedly blunted a further decline in its stock price by quoting DeCesare in its May 11, 2020 press release as stating that “we look forward to completing our pending transaction with Advent.” Investors who purchased Forescout common stock between May 12, 2020 and May 15, 2020 are given a 50% premium because of the temporal proximity between the May 11, 2020 alleged misstatement concerning the merger and the alleged corrective disclosure announced on May 18, 2020, as well as the alleged absence of any other Company specific news between May 12, 2020 and May 15, 2020.

- ii. For each share of Forescout common stock sold during the period October 10, 2019 through May 15, 2020, inclusive, the Recognized Claim is the amount of price inflation on the date of purchase as appears in Table 1 above *minus* the amount of price inflation on the date of sale as appears in Table 1.
- iii. For each share of Forescout common stock sold during the period May 18, 2020 through August 13, 2020, both dates inclusive (i.e., sold during the 90-Day Lookback Period), the Recognized Claim is *the lesser of*:
 - a. the amount of price inflation on the date of purchase as appears in Table 1 above *minus* the amount of price inflation on the date of sale as appears in Table 1; or
 - b. the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- iv. For each share of Forescout common stock still held as of the close of trading on August 13, 2020, the Recognized Claim is *the lesser of*:
 - a. the amount of price inflation on the date of purchase as appears in Table 1 above; or
 - b. the purchase price *minus* the average closing price for Forescout common stock during the 90-Day Lookback Period, which is \$25.00.

Table 2					
Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
5/18/2020	\$22.57	6/17/2020	\$22.87	7/17/2020	\$23.25
5/19/2020	\$21.75	6/18/2020	\$22.83	7/20/2020	\$23.38
5/20/2020	\$21.11	6/19/2020	\$22.79	7/21/2020	\$23.50
5/21/2020	\$20.91	6/22/2020	\$22.76	7/22/2020	\$23.62
5/22/2020	\$21.41	6/23/2020	\$22.73	7/23/2020	\$23.73
5/26/2020	\$21.93	6/24/2020	\$22.69	7/24/2020	\$23.84
5/27/2020	\$22.33	6/25/2020	\$22.65	7/27/2020	\$23.95
5/28/2020	\$22.60	6/26/2020	\$22.62	7/28/2020	\$24.05
5/29/2020	\$22.71	6/29/2020	\$22.59	7/29/2020	\$24.14
6/1/2020	\$22.80	6/30/2020	\$22.55	7/30/2020	\$24.24
6/2/2020	\$22.88	7/1/2020	\$22.50	7/31/2020	\$24.33
6/3/2020	\$23.01	7/2/2020	\$22.47	8/3/2020	\$24.41
6/4/2020	\$23.10	7/6/2020	\$22.52	8/4/2020	\$24.49
6/5/2020	\$23.10	7/7/2020	\$22.55	8/5/2020	\$24.57
6/8/2020	\$23.09	7/8/2020	\$22.60	8/6/2020	\$24.65
6/9/2020	\$23.07	7/9/2020	\$22.66	8/7/2020	\$24.73
6/10/2020	\$23.05	7/10/2020	\$22.72	8/10/2020	\$24.80
6/11/2020	\$23.01	7/13/2020	\$22.77	8/11/2020	\$24.87
6/12/2020	\$22.98	7/14/2020	\$22.83	8/12/2020	\$24.94
6/15/2020	\$22.94	7/15/2020	\$22.98	8/13/2020	\$25.00
6/16/2020	\$22.90	7/16/2020	\$23.12	N/A	N/A

INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

The Plan of Allocation is intended to compensate investors for losses allegedly incurred because of Defendants’ alleged fraud. The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of Authorized Claimants that participate in the

Settlement, when they purchased and/or sold Forescout common stock, and their Recognized Claims. The number of Claimants who send in claims varies widely from case to case and cannot be predicted.

A purchase or sale of Forescout common stock shall be deemed to have occurred on the “trade” date as opposed to the “settlement” or “payment” date.

Shares of Forescout common stock acquired during the Class Period by way of gift, inheritance or operation of law, such shares shall not have a Recognized Claim.

The first-in-first-out (“FIFO”) basis will be applied to purchases and sales, meaning shares purchased first will be treated as the shares that are sold first.

The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Claim on “short sales” is zero. In the event that a Claimant has a short position in Forescout common stock, the earliest subsequent purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

No securities other than Forescout common shares are eligible to participate in the Settlement. With respect to shares purchased or sold through the exercise of an option or warrant, the purchase/sale date of the share shall be the exercise date and the purchase/sale price shall be the exercise price. Any Recognized Claim arising from purchases of shares acquired during the Class Period through the exercise of an option or warrant are not eligible to participate in the Settlement.

Notwithstanding any of the above, shares of Forescout common stock acquired through the exercise, conversion, or exchange of non-publicly traded securities are not eligible to participate in the Settlement. Receipt of Forescout common stock during the Class Period in exchange for securities of any corporation or entity other than Forescout shall not be deemed a purchase or sale of Forescout common stock.

A Recognized Claim will be calculated as defined herein. A Claimant’s “Recognized Claim” under the Plan of Allocation shall be the sum of his, her or its Recognized Claim amounts. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

Class Members who do not submit acceptable Claim Forms (including documentation of the transactions claimed) will not share in the Settlement proceeds. The Settlement and the Final Approval Order and Judgment dismissing this Action will nevertheless bind Class Members who do not submit an acceptable Claim Form.

Please contact the Claims Administrator or Class Counsel if you disagree with any determinations made by the Claims Administrator regarding your Claim Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims-administration process, to decide the issue by submitting a written request.

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

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Class Counsel as may be approved by the Court; and (c) finally, to make a second distribution to Claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is

economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance will then be distributed to a non-sectarian, not-for-profit organization identified by Class Counsel. Any organization proposed by Class Counsel to receive the remaining balance in the Net Settlement Fund is subject to Court approval.

SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES

If you purchased or otherwise acquired Forescout common stock during the Class Period for the beneficial interest of a person or entity other than yourself, the Court has directed that **WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name, last known address, and email address of each such person or entity; (b) request additional copies of the Postcard Notice from the Claims Administrator, which will be provided to you free of charge, and **WITHIN SEVEN (7) DAYS** of receipt, mail the Postcard Notice directly to all such persons or entities; or (c) request an electronic link to Notice and Claim Form (“Notice and Claim Link”) and, **WITHIN SEVEN (7) DAYS OF RECEIPT**, email the Notice and Claim Link to all such persons or entities. If they are available, you must also provide the Claims Administrator with the e-mails of the beneficial owners. If you choose to follow procedures (b) or (c), the Court has also directed that, upon making that mailing or emailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing or emailing was made as directed and keep a record of the names, mailing addresses, and email addresses used.

Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred up to a maximum of \$0.02 per name, address, and email address provided to the Claims Administrator; up to \$0.02 per Postcard Notice actually mailed, plus postage at the pre-sort rate used by Claims Administrator; or up to \$0.02 per Notice and Claim Link transmitted by email, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Any dispute concerning the reasonableness of reimbursement costs shall be resolved by the Court. Copies of this Notice and the Claim Form may be obtained from the website maintained by the Claims Administrator. All communications concerning the foregoing should be addressed to the Claims Administrator by telephone at (866) 274-4004 by email at info@strategicclaims.net or at the Settlement website at www.forescoutsecuritieslitigation.com, or through mail at

Sayce v. Forescout Technologies, Inc., et al.
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson Street, Suite 205
Media, PA 19063

Dated: August 8, 2025

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA