

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

**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement (together with all Exhibits thereto, the “Stipulation”), dated July 18, 2025 is entered into by and among 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”) on behalf of themselves and the Class (defined herein), and Defendants Forescout Technologies, Inc., Michael DeCesare, and Christopher Harms (collectively the “Defendants,” together with Plaintiffs, the “Parties,” and each a “Party”), by and through their undersigned counsel, states all of the terms of the settlement and resolution of this matter by the

Parties and is intended by the Parties to fully, finally, and forever release, resolve, remise, discharge, dismiss, and settle Released Plaintiffs' Claims as against Released Defendants' Parties and Released Defendants' Claims as against Released Plaintiffs' Parties (all as defined below), subject to the approval of the United States District Court for the Northern District of California (the "Court").

WHEREAS, the initial complaint in the above-captioned action (this "Action") was filed on January 2, 2020, (Dkt. No. 1) by plaintiff Christopher L. Sayce against Defendants, alleging violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") for the period of February 7, 2019, through October 9, 2019, inclusive;

WHEREAS, on March 23, 2020, the Court appointed Meitav Lead Plaintiff. Dkt. No. 27;

WHEREAS, on May 22, 2020, Meitav filed an amended complaint against Defendants alleging violations of Sections 10(b) and 20(a) of the Exchange Act for the period of February 7, 2019, through May 15, 2020, inclusive. Dkt. No. 31;

WHEREAS, on June 10, 2020, *The Arbitrage Fund v. Forescout Tech., Inc.*, Case No. 3:20-cv-03819 (N.D. Cal.) (the "*Arbitrage Fund* action") was filed alleging that Defendants violated Sections 10(b) and 20(a) of the Exchange Act for the period of February 6, 2020, through May 15, 2020, inclusive;

WHEREAS, on July 22, 2020, the Court vacated its order of March 23, 2020, consolidated this Action and the *Arbitrage Fund* action, and ordered that PSLRA notice be republished. Dkt. No. 55;

WHEREAS, on September 28, 2020, multiple motions seeking appointment of lead plaintiff were filed, Dkt. Nos. 63-4, 76, 81, and, on November 19, 2020, the Court appointed Meitav and the Glazer Funds as Co-Lead Plaintiffs, and Pomerantz LLP and Abraham, Fruchter, & Twersky LLP as Co-Lead Counsel. Dkt. No. 115;

WHEREAS, on December 18, 2020, Co-Lead Plaintiffs filed a Consolidated Amended Complaint (Dkt. No. 116), which Defendants moved to dismiss on January 29, 2021, Dkt. Nos. 127, 129, and on March 25, 2021, the Court issued an Order Granting Defendants' Motion to Dismiss the Consolidated Amended Complaint with leave to amend. Dkt. No. 139;

1 WHEREAS, on May 10, 2021, Plaintiffs filed a Second Consolidated Amended Complaint  
2 (the “SAC,” Dkt. 142), which Defendants moved to dismiss on June 24, 2021, Dkt. Nos. 143, 145,  
3 and on October 6, 2021, the Court granted Defendants’ Motions to Dismiss the SAC with  
4 prejudice. Dkt. No. 158;

5 WHEREAS, on October 12, 2021, the Court entered judgment in favor of Defendants. Dkt.  
6 No. 162;

7 WHEREAS, on November 1, 2021, Co-Lead Plaintiffs filed a Notice of Appeal, Dkt. No.  
8 167, and on March 16, 2023, the United States Court of Appeals for the Ninth Circuit issued an  
9 opinion in Case No. 21-16876, affirming in part, reversing in part, and remanding this Action to  
10 this Court for further proceedings on the reinstated claims. Dkt. No. 170;

11 WHEREAS, on June 16, 2023, the Defendants filed an Answer to the SAC. Dkt. No. 178;

12 WHEREAS, on October 27, 2023, Co-Lead Plaintiffs filed a motion to certify the Class.  
13 Dkt. Nos. 193, 196, and on May 28, 2024, the Court granted Co-Lead Plaintiffs’ motion for class  
14 certification, certifying the class (the “Class,” as defined herein), appointing Co-Lead Plaintiffs as  
15 class representatives and appointing Co-Lead Counsel as Co-Class Counsel (“Class Counsel”).  
16 Dkt. No. 227;

17 WHEREAS, on May 29, 2024, the Parties engaged in an all-day, in-person mediation  
18 session before Robert Meyer, Esq. (“Meyer”), a JAMS mediator. The mediation was unsuccessful;

19 WHEREAS, on September 20, 2024, the Court granted Plaintiffs’ unopposed motion for  
20 an order establishing a program and schedule for notice to the Class and giving members of the  
21 Class a full and fair opportunity to opt out of the Class. Dkt. No. 242. To comply with this order,  
22 Co-Lead Plaintiffs, through A.B. Data Ltd., disseminated 22,678 notices to potential members of  
23 the Class or their nominees, caused notice to be transmitted over *PR Newswire*, and launched a  
24 website dedicated to notice to the Class. On January 13, 2025, Plaintiffs filed proof of compliance  
25 with that order, Dkt. No. 256, which reported that the deadline to request exclusion from the Class  
26 was December 27, 2024 and that A.B. Data Ltd. had only received one request for exclusion, with  
27 such request not being considered valid because it was from a shareholder who was already  
28 excluded on account of being an officer of Forescout;

1 WHEREAS, the Parties conducted extensive class, merits, and expert discovery, and raised  
2 extensive discovery issues with the Court since discovery opened in June 2023. *See, e.g.*, Dkt.  
3 Nos. 197, 200, 208-09, 228, 231, 234, 238, 243-47, 249-51, 259, 261, 264. This discovery included  
4 but was not limited to a review of over 150,000 documents, depositions of both Co-Lead Plaintiffs,  
5 27 merits depositions, and 8 expert depositions;

6 WHEREAS, on May 9, 2025, the Parties engaged in a second in-person mediation session  
7 before Mr. Meyer. The second in-person mediation was unsuccessful. However, following  
8 additional negotiations, Mr. Meyer presented a mediator's proposal to fully settle all pending  
9 claims in this Action;

10 WHEREAS, the Parties agreed to settle this Action for a cash payment of \$45,000,000.00  
11 (Forty-Five Million U.S. Dollars), and documented their agreement in a confidential Term Sheet  
12 executed on June 18, 2025 (the "Term Sheet");

13 WHEREAS, the Term Sheet calls for the Settlement to be more fully documented in a  
14 Stipulation of Settlement;

15 WHEREAS, Plaintiffs believe that the claims asserted in the Action have merit and that  
16 the evidence of the underlying events and transactions alleged in the SAC supports their claims,  
17 nonetheless Plaintiffs and their counsel recognize and acknowledge the expense and length of  
18 continued prosecution of the Action through trial and any subsequent appeals. Plaintiffs and their  
19 counsel also have considered the uncertain outcome and risks of litigation, including risk of  
20 collecting upon a judgment, and believe it is desirable that the Settlement as set forth in this  
21 Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs and  
22 their counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable,  
23 and adequate to the Class, and that it is in the best interests of the Class to settle the claims raised  
24 in the Action pursuant to the terms and provisions of this Stipulation; and

25 WHEREAS, Defendants have expressly denied and continue to expressly deny any and all  
26 allegations of wrongdoing, violations of the federal securities laws, and any and all liability  
27 whatsoever arising out of any of the conduct, statements, acts or omissions alleged, or that could  
28 have been alleged, in the Action. Defendants believe that the evidence of the underlying events

1 supports this denial, but also recognize the expense, risks and uncertainty inherent in any litigation,  
 2 and especially in complex cases such as this one, and agree to settle the claims against them so as  
 3 to avoid the burden and expense of further litigation, although Defendants continue to believe the  
 4 claims asserted against them in the Action are without merit. Defendants therefore have concluded  
 5 that it is desirable and beneficial to secure releases to the fullest extent permitted by law and fully  
 6 and finally settle and terminate the Action in the manner and upon the terms and conditions set  
 7 forth in this Stipulation;

8 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and among  
 9 the Parties through their undersigned counsel that, subject to the approval of the Court pursuant to  
 10 Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the  
 11 Parties from the Settlement set forth herein, the Action and the Released Plaintiffs' Claims and  
 12 Released Defendants' Claims shall be finally and fully compromised, settled and released, and the  
 13 Action shall be dismissed fully, finally, and with prejudice and all Released Claims shall be finally  
 14 and fully released as against the Released Parties, upon and subject to the terms and conditions of  
 15 this Stipulation, as follows:

16 **I. Definitions**

17 A. "Action" means the certified Class Action captioned *Sayce v. Forescout Tech., Inc.*  
 18 *et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal.).

19 B. "Authorized Claimant" means any Claimant (as defined in ¶ I.F) whose claim for  
 20 recovery is allowed pursuant to the terms of this Stipulation, the exhibits hereto, and any order of  
 21 the Court.

22 C. "Award to Plaintiffs" means a request for reimbursement to Co-Lead Plaintiffs for  
 23 their reasonable costs and expenses (including lost wages) directly related to Co-Lead Plaintiffs'  
 24 representation of the certified Class in the Action.

25 D. "Business Days" means any day except Saturday or Sunday or any Court holiday in  
 26 the Northern District of California or other day on which national banks are authorized by law or  
 27 executive order to close in the State of California.

1 E. “Claim Form” means the Proof of Claim and Release Form to be submitted by  
2 Claimants, substantially in the form attached hereto as Exhibit A-2.

3 F. “Claimant” means any Class Member (as defined in ¶ I.L) who files a Claim Form  
4 in such form and manner, and within such time, as the Court shall prescribe.

5 G. “Claims” means any and all manner of claims, debts, demands, controversies,  
6 obligations, losses, costs, interest, penalties, fees, expenses, rights, duties, judgments, sums of  
7 money, suits, contracts, agreements, promises, damages, actions, causes of action and liabilities, of  
8 every nature and description in law or equity (including, but not limited to, any claims for damages,  
9 whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise,  
10 injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees,  
11 expert or consulting fees, costs, or expenses), accrued or unaccrued, known or unknown, arising  
12 under federal, state, common, administrative, or foreign law, or any other law, rule, or regulation.

13 H. “Claims Administrator” means Strategic Claims Services.

14 I. “Class” means the already-certified Class consisting of all Persons or entities who  
15 purchased or otherwise acquired Forescout common stock between May 10, 2019, and May 15,  
16 2020, both dates inclusive. Excluded from the Class are Defendants, current or former officers and  
17 directors of Forescout, any entity in which the Defendants have or had a controlling interest; and  
18 affiliates, family members, legal representatives, heirs, successors or assigns of any of the above.  
19 *See* Dkt. No. 227 at 8 n.2. There were no previously filed valid requests for exclusions, and for the  
20 avoidance of doubt, the Parties agree that the Class Notice provided all Class Members (as defined  
21 in ¶ I.L) an opportunity to request exclusion that comported with due process. The Parties have,  
22 however, entered into a separate, confidential agreement on terms described in their confidential  
23 Term Sheet which shall govern their respective rights in the event the Court nevertheless permits  
24 additional requests for exclusion.

25 J. “Class Certification Notice Administration Costs” means all past costs and expenses  
26 associated with providing notice of class certification to the Class. Such costs may include, without  
27 limitation: the costs of publishing the Summary Notice of Pendency of Class Action, as well as the  
28 costs of printing and mailing the Class Notice. Such costs do not include legal fees.

1 K. “Class Counsel” means collectively Abraham, Fruchter & Twersky LLP and  
2 Pomerantz LLP.

3 L. “Class Member” means any person or entity who is a member of the Class, and  
4 “Class Members” means all Persons or entities who are members of the Class.

5 M. “Class Notice” means the Notice of Pendency of Class Action disseminated to Class  
6 Members on and after October 28, 2024. *See* Dkt. No. 256-1.

7 N. “Class Period” means May 10, 2019 through May 15, 2020, both dates inclusive.

8 O. “Effective Date” means the date that is five (5) Business Days after the date on which  
9 all of the conditions to the Settlement, set forth in ¶A of Section X, are satisfied.

10 P. “Escrow Account” means an interest-bearing account maintained by the Escrow  
11 Agent (as defined in ¶ I.Q) for the Settlement Fund (as defined in ¶ I.KK).

12 Q. “Escrow Agent” means Huntington National Bank.

13 R. “Final” when referring to the Judgment means exhaustion of all possible appeals,  
14 meaning (i) if no appeal or request for review is filed, the day after the date of expiration of any time  
15 for appeal or review of the Judgment, and (ii) if an appeal or request for review is filed, the day after  
16 the date the last-taken appeal or request for review is dismissed, or the Judgment is upheld on appeal  
17 or review in all material respects, and is not subject to further review on appeal or by certiorari or  
18 otherwise; provided, however, that no order of the Court or modification or reversal on appeal or  
19 any other order relating solely to the amount, payment, or allocation of attorneys’ fees and expenses  
20 or to the Plan of Allocation shall constitute grounds for cancellation or termination of this Settlement  
21 or affect its terms, including the release in Section X, or shall affect or delay the date on which the  
22 Judgment becomes Final.

23 S. “Forescout” means Forescout Technologies, Inc.

24 T. “Individual Defendant” means any one of Michael DeCesare or Christopher Harms  
25 and “Individual Defendants” means Michael DeCesare and Christopher Harms collectively.

26 U. “Judgment” means the proposed final order and judgment to be entered by the Court  
27 approving the Settlement and dismissing the Action, materially in the form attached hereto as  
28

1 Exhibit B or in such other form as may be approved in writing by all of the Parties acting by and  
2 through their respective counsel of record in the Action.

3 V. “Net Settlement Fund” means the Settlement Fund (as defined herein) after  
4 deduction of Court-awarded attorneys’ fees and litigation expenses, Award to Plaintiffs, Class  
5 Certification Notice Administration Costs, Settlement Administration Costs, taxes, and any other  
6 fees or expenses approved by the Court.

7 W. “Notice” means the Notice of Proposed Class Action Settlement, substantially in the  
8 form attached hereto as Exhibit A-1.

9 X. “Person” means any individual, corporation (including all divisions and  
10 subsidiaries), fund, limited liability corporation, professional corporation, limited liability  
11 partnership, partnership, general or limited partnership, association, joint stock company, estate,  
12 legal representative, trust, unincorporated association, government or any political subdivision or  
13 agency thereof, and any business or legal entity, as well as each of their spouses, heirs, predecessors,  
14 successors, representatives, agents, trustees, estates, administrators, executors or assignees.

15 Y. “Plan of Allocation” means a plan or formula for allocating the Net Settlement Fund  
16 to Authorized Claimants. Any Plan of Allocation is not part of this Stipulation, and Defendants  
17 shall have no responsibility or liability with respect thereto.

18 Z. “Postcard Notice” means the postcard form of notice to be sent to the Class Members  
19 and which shall contain information directing Class Members to the settlement website for full  
20 Notice and other relevant documents, including how to file a Claim Form, substantially in the form  
21 attached hereto as Exhibit A-4.

22 AA. “Preliminary Approval Order” means the order preliminarily approving the  
23 Settlement and directing notice thereof to the Class substantially in the form attached hereto as  
24 Exhibit A.

25 BB. “Released Claims” means Released Plaintiffs’ Claims and Released Defendants’  
26 Claims, including Unknown Claims.

27 CC. “Released Defendants’ Claims” means the release by Defendants, upon the Effective  
28 Date, as against Released Plaintiffs’ Parties, of 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. The release includes Unknown Claims, as defined herein.

DD. "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.

EE. "Released Party" means any one of the Released Defendants' Parties or Released Plaintiffs' Parties, and "Released Parties" means the Released Defendants' Parties and Released Plaintiffs' Parties, collectively.

FF. "Released Plaintiffs' Claims" means 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,

1 perfected or unperfected, regardless of legal or equitable theory, and whether direct, derivative,  
 2 class, or individual in nature, whether arising under federal, state or foreign law, or statutory,  
 3 common or administrative law, or any other law, rule, or regulation, that Co-Lead Plaintiffs, any  
 4 other Class Member, or any other Released Plaintiffs' Parties: (i) asserted in the Action; (ii) could  
 5 have asserted in the Action, or in the future can or might assert in the Action, or in any forum  
 6 (including, without limitation, any federal or state court, or in any other court, arbitration  
 7 proceeding, administrative agency, or other forum, in the United States or elsewhere), that arise out  
 8 of, are based upon, or relate in any way to any of the allegations, transactions, facts, matters or  
 9 occurrences, representations, statements or omissions involved, set forth, or referred to in the  
 10 Action, including any previous complaint in the Action; or (iii) that relate to the purchase,  
 11 acquisition, disposition, or sale of Forescout's publicly traded securities during the Class Period.  
 12 Released Plaintiffs' Claims shall not include any claims relating to the enforcement of the  
 13 Settlement. The release includes Unknown Claims, as defined herein.

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

21 HH. "Settlement" means the settlement contemplated by this Stipulation.

22 II. "Settlement Administration Costs" means all costs and expenses associated with  
 23 providing notice of the Settlement to the Class and otherwise administering or carrying out the terms  
 24 of the Settlement. Such costs may include, without limitation: the costs of publishing the Summary  
 25 Notice (as defined in ¶ I.MM), the costs of printing and mailing the Postcard Notice and/or Notice  
 26 and Claim Form, as directed by the Court, and the costs of allocating and distributing the Net  
 27 Settlement Fund (as defined in ¶ I.V), to the Authorized Claimants. Such costs do not include legal  
 28 fees.

1 JJ. “Settlement Amount” means the cash sum of \$45,000,000.00 (Forty-Five Million  
2 U.S. Dollars).

3 KK. “Settlement Fund” means the Settlement Amount to be paid pursuant to this  
4 Stipulation and any interest or other income earned thereon.

5 LL. “Settlement Hearing” means the hearing at or after which the Court will make a final  
6 decision pursuant to Federal Rules of Civil Procedure 23 as to whether the Settlement is fair,  
7 reasonable and adequate, and therefore, should receive final approval from the Court.

8 MM. “Summary Notice” means the Summary Notice of Proposed Class Action  
9 Settlement, substantially in the form attached hereto as Exhibit A-3.

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

21 A general release does not extend to claims that the creditor or  
22 releasing party does not know or suspect to exist in his or her favor at  
23 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.

24 Plaintiffs, Class Members, and Defendants may hereafter discover facts, legal theories, or  
25 authorities in addition to or different from those known or believed to be true with respect to the  
26 subject matter of Released Plaintiffs’ Claims or Released Defendants’ Claims, but they expressly,  
27 fully, finally, and forever settle and release, and upon the Effective Date and by operation of the  
28 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.

## **II. Settlement Consideration**

A. In consideration of the full and final release, settlement and discharge of all Released Plaintiffs’ Claims, Defendants agree to pay or cause to be paid by their insurers a total of \$45,000,000.00 (Forty-Five Million U.S. Dollars) in cash (the “Settlement Amount”) to settle the Action. The Settlement Amount shall be paid into a “Settlement Fund Account,” which shall be an interest-bearing Escrow Account established and controlled by Class Counsel for the Settlement, subject to the authority of the Court, within twenty (20) Business Days of the latter of: (1) the Court’s entry of an order preliminarily approving the Settlement substantially in the form attached hereto as Exhibit A; or (2) Class Counsel providing to Defendants’ counsel an executed Form W-9 and wire transfer and check payment instructions, including the payee name, the physical mailing address (that is not a P.O. Box), and the name and contact information of an individual that can verify the wire transfer instructions. Interest shall not be payable on the Settlement Amount prior to ten (10) Business Days after the foregoing conditions have been met and the aforementioned twenty (20) Business Days have expired for payment of the Settlement Amount. The Settlement Amount, together with interest earned thereon, shall constitute the “Settlement Fund.”

B. The Settlement Amount shall be the full and sole monetary contribution made by or on behalf of Defendants in connection with the Settlement, and it specifically covers any claims for costs and attorneys’ fees by Co-Lead Plaintiffs or any other member of the Class, on their behalf or on behalf of the Class, as well as any costs or expenses of the class action notice and the claims

1 administration process. The Parties agree that the Settlement Fund is intended to be a Qualified  
2 Settlement Fund within the meaning of Treasury Regulation § 1.468B-1. Should the Settlement not  
3 be granted final approval by the Court (become “Final”), any sums in the Settlement Fund shall be  
4 returned to Defendants with accrued interest, but less any notice and Claims-related expenses.

### 5 **III. The Escrow Account**

6 A. The Escrow Account, including any interest earned thereon net of any taxes on the  
7 income thereof, shall be used to pay: (i) Class Counsel’s attorneys’ fees and expenses; (ii) taxes and  
8 Tax Expenses (as defined herein); (iii) Class Certification Notice Administration Costs; (iv)  
9 Settlement Administration Costs; and (v) the Award to Plaintiffs. The balance of the Escrow  
10 Account shall be the Net Settlement Fund and shall be distributed to the Authorized Claimants as  
11 set forth in the Plan of Allocation. Plaintiffs, Class Members, and Class Counsel shall look solely  
12 to the Net Settlement Fund for payment and satisfaction of any and all Released Claims.

13 B. All funds and instruments held by the Escrow Agent shall be deemed *in custodia*  
14 *legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such  
15 funds shall be distributed or returned to the parties who deposited such funds pursuant to the  
16 Stipulation and/or further orders of the Court.

17 C. The Escrow Agent shall invest the Settlement Fund exclusively in instruments or  
18 accounts backed by the full faith and credit of the United States Government or fully insured by the  
19 United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account  
20 that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured  
21 by instruments backed by the full faith and credit of the United States Government. The Escrow  
22 Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar  
23 instruments or accounts at their then-current market rates.

24 D. Prior to the Effective Date, the Escrow Agent shall not disburse the Settlement Fund  
25 except as provided in this Stipulation, by order of the Court, or with the prior written agreement of  
26 Class Counsel and Defendants’ counsel. In the event that this Stipulation is terminated prior to the  
27 occurrence of the Effective Date, the Escrow Agent shall refund the remaining balance of the  
28

1 Settlement Fund, plus accrued interest, to Forescout and Defendants' insurers according to their  
2 respective contributions to the Settlement Fund.

3 E. After the Effective Date, Defendants shall have no interest in the Settlement Fund or  
4 in the Net Settlement Fund.

5 F. The Escrow Agent shall be authorized to execute only such transactions as are  
6 consistent with the terms of this Stipulation and the order(s) of the Court.

#### 7 **IV. The Notice and Administration Account**

8 A. The Claims Administrator shall establish and administer a "Notice and  
9 Administration Account," which shall be established using funds in the Settlement Fund and shall  
10 be used only for the payment of necessary and reasonable Class Certification Notice Administration  
11 Costs already incurred and Settlement Administration Costs to be incurred to effectuate the  
12 Settlement.

13 B. The Escrow Agent is authorized to transfer up to \$250,000 from the Settlement Fund  
14 to the Notice and Administration Account for Class Certification Notice Administration Costs and  
15 Settlement Administration Costs. No further amounts may be transferred prior to final approval of  
16 the Settlement, except by Court order.

17 C. Plaintiffs, Class Counsel, Defendants, and Defendants' counsel shall not bear any  
18 liability for Class Certification Notice Administration Costs and Settlement Administration Costs.

#### 19 **V. Preliminary Approval Order**

20 A. The Parties shall submit this Stipulation together with its exhibits to the Court, and  
21 Plaintiffs shall apply for entry of a Preliminary Approval Order substantially in the form and content  
22 of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement as  
23 set forth in the Stipulation, approval of forms of notice to be mailed or emailed to all potential Class  
24 Members who can be identified with reasonable effort (the "Postcard Notice" and the "Notice") and  
25 to be published (the "Summary Notice"), substantially in the forms and contents of Exhibits A-1,  
26 A-3, and A-4 hereto. The Notice shall include a Proof of Claim and Release Form, substantially in  
27 the form of Exhibit A-2 attached hereto (the "Claim Form"), and the general terms of the Settlement  
28 set forth in the Stipulation.

1 B. The Parties shall request that, after the Postcard Notice has been mailed, the Notice  
2 has been emailed, and the Summary Notice published, in accordance with this Stipulation, the Court  
3 hold the Settlement Hearing and finally approve the settlement of the Action with respect to the  
4 Parties.

5 **VI. Final Approval of the Settlement**

6 A. Plaintiffs shall move, consistent with the schedule to be set by the Court, for final  
7 approval of the Settlement, including entry of the Judgment, as defined herein. At the Settlement  
8 Hearing, the Parties shall jointly request entry of the Judgment.

9 **VII. Attorneys' Fees and Expenses**

10 A. Class Counsel may submit an application or applications (the "Fee and Expense  
11 Application") for distributions from the Settlement Fund for: (a) an award of attorneys' fees; plus  
12 (b) reimbursement of actual costs and expenses, including experts and consultants, incurred in  
13 connection with prosecuting the Action, plus any interest on such attorneys' fees, costs and expenses  
14 at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be  
15 awarded by the Court. Class Counsel reserves the right to make additional applications for expenses  
16 incurred, if necessary.

17 B. Immediately after the Court enters an order awarding Class Counsel fees and  
18 expenses ("Fee Award"), the amounts awarded by the Court shall be released from the Settlement  
19 Fund and wired as directed by Class Counsel. These payments shall be subject to refund or  
20 repayment within thirty (30) days by Class Counsel if the Judgment does not become Final, or if the  
21 Court or any appellate court enters an order reversing or reducing any award of attorneys' fees or  
22 litigation expenses.

23 C. The procedure for and allowance or disallowance by the Court of any application for  
24 Class Counsel attorneys' fees and expenses are not part of the Settlement set forth in this Stipulation  
25 and are to be considered by the Court separately from the Court's consideration of the fairness,  
26 reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or  
27 proceedings relating to the Fee and Expense Application, or any appeal from any order relating  
28 thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel this

1 Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the  
2 Settlement of the Action.

3 D. Except as provided in Section II, Defendants and Released Defendants' Parties shall  
4 have no involvement in, responsibility for, or liability with respect to, any payment to Plaintiffs,  
5 Class Members, Class Counsel, any other Plaintiffs' counsel, or any other Person who receives  
6 payment from the Settlement Fund, or the allocation among any Persons who may assert some claim  
7 thereto, of any Fee Award that the Court may make in this litigation, or any obligation of Class  
8 Counsel to make appropriate funds or repayments to the Settlement Fund or interest thereon.

9 E. Class Counsel may apply to the Court to authorize the payment of an Award to  
10 Plaintiffs for the time and expenses expended by Plaintiffs in the litigation of this Action. Any  
11 Award to Plaintiffs shall be payable after the Effective Date, and from the Settlement Fund only.

12 F. Defendants and Released Defendants' Parties shall have no involvement in,  
13 responsibility for, or liability with respect to, the allocation of a Fee Award (including out-of-pocket  
14 costs) or any Award to Plaintiffs that the Court may make in the Action among Co-Lead Plaintiffs,  
15 Class Counsel, any other Plaintiffs' counsel, and/or any other Person who may assert some claim  
16 thereto.

### 17 **VIII. Administration of Net Settlement Fund**

18 A. Each Class Member wishing to receive any portion of the Net Settlement Fund shall  
19 be required to submit a Claim Form in the form annexed hereto as Exhibit A-2, signed under penalty  
20 of perjury by the beneficial owner(s) of the stock or by someone with documented authority to sign  
21 for the beneficial owner(s), and supported by such documentation as specified in the instructions  
22 accompanying the Claim Form.

23 B. All Claim Forms must be received within the time prescribed in the Preliminary  
24 Approval Order unless otherwise ordered by the Court. Any Class Member who fails to submit a  
25 properly completed Claim Form within such period as shall be authorized by the Court shall be  
26 forever barred from receiving any payments pursuant to this Stipulation or from the Net Settlement  
27 Fund, but will in all other respects be subject to the provisions of this Stipulation and the Judgment,  
28



1 including, without limitation, the release of the Released Claims and dismissal of the Action with  
2 prejudice.

3 C. The Claims Administrator shall administer the Settlement subject to such approvals  
4 by the Court as circumstances may require.

5 D. Each Claim Form shall be submitted to the Claims Administrator, who shall  
6 determine, in accordance with this Stipulation and the Plan of Allocation to be formulated by Class  
7 Counsel for approval by the Court, the extent, if any, to which each Claim shall be allowed, subject  
8 to appeal to the Court.

9 E. The Claims Administrator shall administer and calculate the Claims submitted by  
10 Class Members, determine the extent to which Claims shall be allowed, and oversee distribution of  
11 the Net Settlement Fund subject to appeal to, and jurisdiction of, the Court. Neither Class Counsel,  
12 its designees or agents, Plaintiffs, Defendants' counsel, nor Defendants shall have any liability  
13 arising out of such determination.

14 F. The administrative determination of the Claims Administrator accepting and  
15 rejecting Claims shall be presented to the Court, on notice to the Defendants' counsel, for approval  
16 by the Court.

17 G. Following the Effective Date and upon application to the Court by Class Counsel,  
18 the Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator.  
19 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in  
20 accordance with the terms of this Stipulation and a Plan of Allocation to be approved by the Court,  
21 subject to and in accordance with the paragraphs of this Section. However, if there is any balance  
22 remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net  
23 Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), the Claims  
24 Administrator under the supervision of Co-Lead Counsel shall, if feasible, reallocate such balance  
25 among Authorized Claimants in an equitable and economic fashion.

26 H. It is understood and agreed by the Parties that any proposed Plan of Allocation of the  
27 Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's  
28 claim set forth herein, is not a part of this Stipulation and is to be considered by the Court separately

1 from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set  
2 forth in this Stipulation, and any order or proceedings relating to the Plan of Allocation shall not  
3 operate to terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving  
4 this Stipulation and the Settlement set forth herein, or any other orders entered pursuant to this  
5 Stipulation, and it is not a condition of this Settlement that any particular Plan of Allocation be  
6 approved.

7 I. No portion of the Net Settlement Fund shall be distributed to Authorized Claimants  
8 until after the Effective Date.

9 J. Each Class Member who claims to be an Authorized Claimant shall be required to  
10 submit to the Claims Administrator a completed Claim Form signed under penalty of perjury and  
11 supported by such documents as specified in the Claim Form and as are reasonably available to such  
12 Class Member.

13 K. Except as otherwise ordered by the Court, all Class Members who fail timely to  
14 submit a Claim Form within such period as may be ordered by the Court or otherwise allowed shall  
15 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set  
16 forth herein, but shall in all other respects be subject to and bound by the provisions of the  
17 Stipulation, the releases contained herein, including the Released Claims, and the Judgment.

18 L. Neither Defendants nor their counsel shall have any responsibility for, interest in, or  
19 liability whatsoever with respect to the investment or distribution of the Settlement Fund; the Plan  
20 of Allocation; the determination, administration, or calculation of Claims; the payment or  
21 withholding of taxes or Tax Expenses (as defined below); the distribution of the Net Settlement  
22 Fund; or any losses incurred in connection with any such matters.

23 M. This is not a "claims made" settlement. There will be no reversions to Defendants  
24 or their insurers.

25 N. Defendants shall have no involvement in the solicitation or review of Claim Forms,  
26 or involvement in the administration process, which will be conducted by the Claims Administrator  
27 in accordance with this Stipulation.  
28

O. Any change in the allocation of the Net Settlement Fund ordered by the Court shall not affect the validity or finality of this Settlement.

P. No Person shall have any Claim against Plaintiffs or Class Counsel, the Claims Administrator, Defendants, or Defendants' counsel based on investments or distributions made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation or further orders of the Court.

#### **IX. Tax Treatment**

A. The Parties, their counsel, the Court, and the Escrow Agent shall treat the Escrow Account as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 for all periods on and after the date of the Court order preliminarily approving this Stipulation. The Parties, their counsel, the Court and the Escrow Agent agree to take no action inconsistent with the treatment of the Escrow Account in such manner. In addition, the Claims Administrator, Escrow Agent, and as necessary, Defendants, shall make the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties and thereafter to cause the appropriate filing to occur. All provisions of this Stipulation shall be interpreted in a manner that is consistent with the Escrow Account being a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1.

B. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Claims Administrator. The Claims Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 by, *e.g.*, (i) obtaining a taxpayer identification number, (ii) timely and properly satisfying any information reporting or withholding requirements imposed on distributions from the Escrow Account, and (iii) timely and properly filing or causing to be filed on a timely basis, all federal, state, local, and foreign tax returns and other tax related statements necessary or advisable with respect to the Escrow Account (including, without limitation, all income tax returns, all

1 informational returns, and all returns described in Treas. Reg. § 1.468B-2(1)), and (iv) timely and  
 2 properly paying any taxes imposed on the Escrow Account. Such returns and statements (as well  
 3 as the election described in IX.A hereof) shall be consistent with this IX.B and in all events shall  
 4 reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by  
 5 the Escrow Account shall be paid out of the Escrow Account as provided in IX.C hereof.

6 C. All (i) taxes (including any estimated taxes, interest or penalties) arising with respect  
 7 to the income earned by the Escrow Account and (ii) tax expenses and costs incurred in connection  
 8 with the operation and implementation of this Section IX (including, without limitation, expenses  
 9 of tax attorneys and/or accountants and mailing and distribution costs and expenses or penalties  
 10 relating to filing (or failing to file) the returns described in this Section IX (“Tax Expenses”)) shall  
 11 be paid out of the Escrow Account. Further, taxes and the Tax Expenses shall be treated as, and  
 12 considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow  
 13 Agent out of the Escrow Account without prior order from the Court, and the Escrow Agent shall  
 14 be obligated (notwithstanding anything herein to contrary) to withhold from distribution to  
 15 Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may  
 16 be required to be deducted or withheld under Treas. Reg. § 1.468B-2(1)(2)). Neither Defendants,  
 17 Released Defendants’ Parties, nor Defendants’ counsel are responsible therefor, nor shall they have  
 18 any liability with respect thereto. All Parties and their tax attorneys and accountants shall to the  
 19 extent reasonably necessary carry out the provisions of ¶¶A-C of this Section IX.

20 D. Defendants, Released Defendants’ Parties, and Defendants’ counsel shall have no  
 21 responsibility to make any filings relating to the Escrow Account and will have no responsibility to  
 22 pay tax on any income earned by the Escrow Account.

23 E. The Escrow Agent shall indemnify and hold each of the Defendants, Released  
 24 Defendants’ Parties, and Defendants’ counsel harmless for taxes and Tax Expenses (including,  
 25 without limitation, taxes payable by reason of any such indemnification) in connection with the  
 26 Escrow Account.

## 27 **X. Settlement Conditions and Termination**

28 A. The Effective Date of the Settlement shall not be deemed to have occurred until all

of the following conditions are satisfied:

1. Counsel for Plaintiffs and Defendants have executed this Stipulation;
2. The Court enters the Preliminary Approval Order, as provided in Section V;
3. Defendants shall have timely funded or caused to be funded the Settlement Fund with the Settlement Amount;
4. The Court has approved the Settlement as described herein following notice to the Class, and has entered the Judgment, as provided in Section VI;
5. The time within which Defendants may exercise their option to terminate this Stipulation in accordance with the terms of any supplemental agreement shall have expired without the exercise of that option; and
6. The Judgment has become Final.

B. Upon the Effective Date, Plaintiffs and all Released Plaintiffs' Parties, on behalf of themselves, and to the fullest extent permitted by law, their heirs, executors, administrators, personal representatives, attorneys, agents, partners, successors and assigns, and any other Person claiming (now or in the future) to have acted through or on behalf of them, shall hereby be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever, released, relinquished, settled, and discharged the Released Plaintiffs' Claims and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any Released Plaintiffs' Claims against any Released Party, directly or indirectly, whether or not such members of the Class execute and deliver a Claim Form to the Claims Administrator. Upon the Effective Date, Defendants also release and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any of Released Defendants' Claims.

C. If the conditions specified in ¶A of this Section X are not met, then this Stipulation shall be canceled and terminated, unless Class Counsel and Defendants' counsel mutually agree in writing to proceed with the Settlement.

D. The Defendants shall, acting collectively and unanimously, have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to all other Parties within thirty (30) days of: (a) the Court's denial of Plaintiffs' motion for

preliminary approval of the Settlement in any material respect without leave to amend and resubmit; (b) the Court's refusal to approve this Stipulation or any material part of it without leave to amend and resubmit; (c) the Court's declining to enter an Order and Final Judgment in any material respect without leave to amend and resubmit; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. For the avoidance of doubt, the Parties stipulate and agree that any change narrowing the scope of the releases in this Stipulation would constitute a material change that gives rise to the affected Party's right to terminate the Settlement. Any decision with respect to any fee and expense allocation, or with respect to any Plan of Allocation, shall not be considered material to this Stipulation and shall not be grounds for termination.

E. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or terminated pursuant to its terms, or (c) this Stipulation does not become final for any reason, then the Settlement Fund and all interest earned on the Settlement Fund while held in escrow (less any taxes, Tax Expenses, and Settlement Administration Costs paid or incurred), plus any amount then remaining in the Notice and Administration Account, including both interest paid and accrued (less expenses and costs which have not yet been paid but which are properly chargeable to the Notice and Administration Account), shall be refunded by the Claims Administrator and/or the Escrow Agent within thirty (30) days of such cancellation or termination to Forescout and Defendants' insurers according to their respective contributions pursuant to payment instructions provided by Defendants' counsel, and the Parties shall retain all rights, claims, defenses, and arguments available to them prior to the execution of this Stipulation. In the event the Settlement Fund is returned to Forescout and Defendants' insurers, they or their agents shall be responsible for all taxes owed on interest received.

F. Upon the occurrence of all of the events specified in ¶A of this Section X, the obligation of the Claims Administrator and/or the Escrow Agent to return funds from the Settlement Fund to Defendants pursuant to ¶D of this Section X, shall be absolutely and forever extinguished.

G. If either (a) the Effective Date does not occur, (b) this Stipulation is canceled or terminated pursuant to its terms, or (c) this Stipulation does not become final for any reason, all of

1 the Parties to this Stipulation shall be deemed to have reverted to their respective status as of June  
2 17, 2025, and counsel shall meet and confer on an appropriate schedule to propose to the Court, and  
3 they shall proceed in all respects as if this Stipulation had not been executed and the related orders  
4 had not been entered, preserving in that event all of their respective claims and defenses in the  
5 Action. Notwithstanding the foregoing language, the following provisions of this Stipulation shall  
6 survive any termination or cancellation of the Settlement: ¶¶C and F of this Section X; Section XI;  
7 and, to the extent applicable, Section XII.

8 H. The Parties recognize that, in conjunction with Class certification, members of the  
9 Class were already provided notice and opportunity to request exclusion from the Class which  
10 comported with due process, and that no member of the Class timely and properly excluded themselves  
11 from the Class. However, if the Court permits additional requests for exclusion during the  
12 preliminary approval process then Defendants may, in their sole discretion, elect in writing to  
13 terminate the Settlement and this Stipulation if the opt-out threshold defined in a supplemental  
14 agreement between the Parties is exceeded and not cured in accordance with the terms of that  
15 supplemental agreement. Unless otherwise directed by the Court, any such supplemental agreement  
16 will not be filed with the Court.

17 **XI. No Admissions**

18 A. The Parties hereto intend the Settlement as described herein to be a final and  
19 complete resolution of all disputes between them with respect to the Action, and entry in this  
20 Settlement shall not be deemed an admission by any Plaintiff or any Defendant as to the merits of  
21 any claim or defense or any allegation made in the Action.

22 B. Whether or not the Effective Date occurs or this Stipulation is terminated, neither  
23 this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in  
24 furtherance of this Stipulation or the Settlement: (a) is or may be deemed to be or may be used as  
25 an admission, concession, or evidence of, the validity or infirmity of any Released Claim, the  
26 validity or infirmity of any claim or allegation made in the Action, the truth or falsity of any fact  
27 alleged by Plaintiffs, the availability or lack of availability of meritorious defenses to the claims  
28 raised in the Action, or of any wrongdoing or liability by any Defendant; (b) is or may be deemed

to be or may be used as an admission of, or evidence of, any liability, fault or omission of any Defendant in any civil, criminal or administrative proceeding or action in any court, administrative agency or other tribunal; or (c) is or may be deemed to be or may be used as an admission or evidence that Plaintiffs would have received no more than the Settlement Amount had the Action been prosecuted to conclusion. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that Defendants may file this Stipulation and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

## **XII. Miscellaneous Provisions**

A. Within sixty (60) days of the judgment becoming Final and non-appealable in this Action, the Parties are to destroy Protected Material as defined in Section 14 of the Protective Order. Dkt. No. 186.

B. The Parties hereto: (a) acknowledge that it is their intent to consummate the Settlement contemplated by this Stipulation; (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Stipulation; and (c) agree, subject to their fiduciary and other legal obligations, to exercise their best efforts and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.

C. All counsel who execute this Stipulation, any of its exhibits, or any related settlement documents on behalf of any party hereto hereby represent and warrant that they have authority to do so on behalf of their respective clients and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

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



1 terms of the Stipulation shall prevail; provided, however, that should the Court make or require any  
2 amendments to the exhibits that are inconsistent or conflict with this Stipulation, such amendments  
3 shall amend this Stipulation.

4 E. Defendants shall determine the form of notice to be provided for the purpose of  
5 satisfying the requirements of the Class Action Fairness Act and will identify those who will receive  
6 notice as provided for therein. Defendants shall be responsible for issuing such notice within the  
7 time provided for in 28 U.S.C. §1715(b) and for all expenses and costs related thereto.

8 F. This Stipulation may be amended or modified only by a written instrument signed  
9 by counsel for all Parties hereto or their successors in interest.

10 G. This Stipulation, exhibits attached hereto, and any supplemental agreement entered  
11 into by the Parties constitute the entire agreement between Plaintiffs on the one hand, and  
12 Defendants on the other hand, and supersede any and all prior agreements, written or oral, between  
13 the Parties except for the Stipulated Protective Order entered in this Action, Dkt. No. 186, which  
14 remains in full force and effect. No representations, warranties, or inducements have been made  
15 concerning this Stipulation or its exhibits other than the representations, warranties, and covenants  
16 contained and memorialized in such documents.

17 H. This Stipulation may be executed in one or more original, photocopied or facsimile  
18 counterparts. All executed counterparts and each of them shall be deemed to be one and the same  
19 instrument.

20 I. This Stipulation shall be binding upon, and inure to the benefit of, the successors,  
21 assigns, executors, administrators, affiliates (including parent companies), heirs, and legal  
22 representatives of the Parties hereto and the Released Parties. No assignment shall relieve any Party  
23 hereto of obligations hereunder.

24 J. All terms of this Stipulation and all exhibits hereto and the rights and obligations of  
25 the Parties to this Stipulation shall be governed, construed, interpreted and enforced according to  
26 the internal laws of the State of California without regard to its conflicts of law rules and in  
27 accordance with the laws of the United States.

1 K. Except as otherwise provided herein, all agreements made and orders entered into  
2 during the course of the Action relating to the confidentiality of information shall survive this  
3 Stipulation.

4 L. Each Party agrees that such Party will not make any public statements which  
5 materially disparage any other Party.

6 M. The Settlement contemplated herein is not subject to or contingent upon  
7 confirmatory discovery or other discovery.

8 N. Whether or not this Stipulation is approved by the Court and whether or not the  
9 Settlement embodied in this Stipulation is consummated, the Parties and their counsel shall use their  
10 best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents  
11 signed, and proceedings had in connection with this Stipulation confidential. Notwithstanding the  
12 foregoing, the Parties agree that this Stipulation may be filed publicly as part of any motion for  
13 preliminary or final approval of the Settlement. Co-Lead Plaintiffs will provide Defendants with  
14 drafts of the motions for preliminary and final approval at least five Business Days prior to filing.

15 O. The waiver by any Party of any breach of this Stipulation by any other Party shall  
16 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

17 P. All Parties hereby irrevocably submit to the jurisdiction of the Court with respect to  
18 implementation and enforcement of the terms of this Stipulation and for any suit, action, proceeding,  
19 or dispute arising out of or relating to this Stipulation or the applicability of this Stipulation.

20 Q. The Parties to this Stipulation intend the Settlement to be a final and complete  
21 resolution of all disputes asserted or which could be asserted by the Class Members against the  
22 Released Defendants' Parties with respect to the Released Plaintiffs' Claims, and any potential  
23 counterclaims or cross-claims any Defendant could have asserted against Released Plaintiffs'  
24 Parties with respect to Released Defendants' Claims. Accordingly, Plaintiffs and Defendants agree  
25 not to assert in any forum, or in any statement made to any media representative (whether or not for  
26 attribution) that the litigation was brought by Plaintiffs or Class Counsel, or defended by  
27 Defendants, or their respective counsel, in bad faith. The Parties hereto shall assert no claims of  
28 any violation of Federal Rule of Civil Procedure 11 relating to the prosecution, defense, or

1 settlement of the Action. The Parties agree that the Settlement Amount and the other terms of the  
 2 Settlement were negotiated at arm's-length and in good faith by the Parties, and reflect a settlement  
 3 that was reached voluntarily after consultation with experienced legal counsel, and with the  
 4 assistance of an experienced mediator, Robert Meyer, Esq.

5 R. Pending approval of the Court of the Stipulation and its exhibits, all proceedings in  
 6 this Action shall be stayed and all Class Members shall be barred and enjoined from prosecuting  
 7 any of the Released Claims against any of the Released Defendants' Parties or Released Plaintiffs'  
 8 Parties.

9 S. This Stipulation is deemed to have been prepared by counsel for all Parties, as a result  
 10 of arm's length negotiations among the Parties. It shall not be construed more strictly against one  
 11 Party than another, it being recognized that this Stipulation is the result of arm's-length negotiations  
 12 between the Parties and all Parties have contributed substantially and materially to its preparation.

13 T. Except as otherwise provided herein, each Party shall bear its own fees and costs.

14 U. The Whereas clauses are intended to be and are an integral part of this Stipulation.

15 V. The headings herein are used for the purpose of convenience and are not intended to  
 16 have legal effect.

17 W. Notices required or permitted by this Stipulation shall be submitted either by  
 18 overnight mail or, if expressly agreed and receipt acknowledged, by email as follows:

19 **To Plaintiffs:**

20 Omar Jafri  
 21 POMERANTZ LLP  
 22 10 South LaSalle Street, Suite 3505  
 Chicago, IL 60603  
 ojafri@pomlaw.com

23 Jeffrey S. Abraham  
 24 ABRAHAM, FRUCHTER &  
 TWERSKY, LLP  
 25 450 Seventh Avenue, 38th Floor  
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**To Defendants:**

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 WILSON SONSINI GOODRICH &  
 ROSATI, Professional Corporation  
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 Palo Alto, CA 94304  
 isalceda@wsgr.com

27 **IN WITNESS WHEREOF**, the Parties hereto, intending to be legally bound.

28 *[Signature blocks on following page]*

1 Dated: July 18, 2025

2 **POMERANTZ LLP**


3 

4 Omar Jafri (admitted *pro hac vice*)  
 5 Brian P. O'Connell (SBN 314318)  
 6 Genc Arifi (admitted *pro hac vice*)  
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24 -and-

25 **ABRAHAM, FRUCHTER &  
 26 TWERSKY, LLP**

27   
 28 Jeffrey S. Abraham (admitted *pro hac vice*)  
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*Attorneys for Defendants Michael  
 DeCesare and Christopher Harms*

# EXHIBIT A

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

**[PROPOSED] PRELIMINARY APPROVAL ORDER**

WHEREAS, 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”) (on behalf of themselves and each of the Class Members) entered into the Stipulation of Settlement with Defendants Forescout Technologies, Inc. (“Forescout”), Michael DeCesare, and Christopher Harms (collectively the “Defendants,” together with Plaintiffs, the “Parties” and each a “Party”) dated July 18, 2025 (the “Stipulation”) which, together with the exhibits attached thereto, sets forth

1 the terms and conditions for the proposed settlement and dismissal of the above-captioned class  
2 action pending before the Court (the “Action”);

3 WHEREAS, the Stipulation is subject to review under Rule 23(e) of the Federal Rules of  
4 Civil Procedure, and;

5 WHEREAS, the Court having read and considered the Stipulation and the exhibits thereto,  
6 and Plaintiffs’ motion and supporting papers, and finding that substantial and sufficient grounds  
7 exist for entering this Order;

8 NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_th day of \_\_\_\_\_, 2025, that:

9 1. Capitalized terms not defined herein have the meanings defined in the Stipulation.

10 2. The Court finds that (a) the Stipulation resulted from good faith, arm’s length  
11 negotiations, and (b) the Stipulation is sufficiently fair, reasonable, and adequate to the Class  
12 Members to warrant providing notice of the Settlement to Class Members and holding a Settlement  
13 Hearing (defined below).

14 3. The Court hereby preliminarily approves the Settlement, subject to further  
15 consideration at a hearing (“Settlement Hearing”) pursuant to Federal Rule of Civil Procedure 23(e),  
16 which is hereby scheduled to be held before the Court on \_\_\_\_\_, 2025, at \_\_\_\_\_.m. for  
17 the following purposes:

18 (a) to determine finally whether the Settlement is fair, reasonable, and adequate, and  
19 should be approved by the Court;

20 (b) to determine finally whether the Judgment as provided under the Stipulation  
21 should be entered, dismissing the Action on the merits and with prejudice, and to  
22 determine, among other things, whether the releases set forth in the Stipulation  
23 should be ordered, along with a permanent injunction barring efforts to prosecute  
24 or attempt to prosecute any related claims extinguished by the release against any  
25 of the Released Parties;

26 (c) to determine finally whether the proposed Plan of Allocation for the distribution  
27 of the Net Settlement Fund is fair and reasonable and should be approved by the  
28 Court;

(d) to consider any application of Class Counsel for an award of fees and reimbursement of litigation expenses, or an application for an Award to Plaintiffs;

(e) to consider Class Members' objections to the Settlement, if any, provided that they validly submitted an objection in accordance with this Order and the Notice; and

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

4. The Court reserves the right to adjourn the Settlement Hearing to a later date and to approve the Settlement without modification, or with such modifications as may be agreed to by the Parties, and with or without further notice of any kind. The Court further reserves the right to enter Judgment approving the Settlement and dismissing the Action, on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded fees or expenses.

5. The Court approves the form, substance, and requirements of (a) the Postcard Notice, (b) the Notice, (c) the Claim Form, and (d) the Summary Notice, all of which are exhibits to the Stipulation.

6. Class Counsel has the authority to enter into the Settlement on behalf of the Class and has the authority to act on behalf of the Class with respect to all acts or consents required by or that may be given pursuant to the Stipulation or such other acts that are reasonably necessary to consummate the Settlement.

7. For settlement purposes only, Strategic Claims Services is appointed and approved as the Claims Administrator to supervise and administer the notice procedure as well as the processing of claims. Up to \$250,000 in Settlement Administration Costs may be paid to the Claims Administrator without further order of this Court.

8. By \_\_\_\_\_, 2025 (fourteen (14) calendar days from the entry of this Order) (hereinafter the "Notice Date"), Class Counsel, through the Claims Administrator, shall cause the Postcard Notice, substantially in the form annexed to the Stipulation as Exhibit A-4 to be mailed, by first-class mail, postage prepaid, or via electronic mail if addresses are available, to all Class Members who can be identified with reasonable effort by Class Counsel.



9. The Claims Administrator shall provide the Notice, Claim Form, and Postcard Notice to nominees and custodians, and such nominees and custodians shall, within seven (7) calendar days of receipt of the Notice, either: (i) request copies of the Postcard Notice sufficient to send to all beneficial owners for whom they are a nominee or custodian; or (ii) request an electronic link to the Notice and Claim Form (“Notice and Claim Link”), and within seven (7) calendar days after receipt thereof, email the Notice and Claim Link to such beneficial owners for whom valid email addresses are available; or (iii) provide the Claims Administrator with lists of the names, last known addresses, and email addresses (to the extent known) of such beneficial owners. If the Claims Administrator receives an email address, it will send a Notice and Claim Link electronically. Otherwise, it will send a Postcard Notice by first-class mail. Nominees or custodians who elect to send the Postcard Notice or Notice and Claim Link to their beneficial owners shall send a written certification to the Claims Administrator confirming that the mailing or emailing has been made as directed. Copies of the Postcard Notice and Notice and Claim Links shall be made available to any nominee or custodian requesting the same for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, incurred in providing notice to beneficial owners, which expenses would not have been incurred except for the providing of names and addresses up to \$0.02 per name (with address and email address) provided to the Claims Administrator; up to \$0.02 per Postcard Notice mailed plus postage at the pre-sort rate used by the Claims Administrator; or up to \$0.02 per Notice and Claim Link sent by email, and subject to further order of this Court with respect to any dispute concerning such reimbursement.

10. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Notice and Claim Form to be posted on the Settlement website on or before the Notice Date.

11. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on a broadly disseminated national wire service by \_\_\_\_\_, 2025, within fourteen (14) calendar days after the Notice Date.

12. Class Counsel shall, by \_\_\_\_\_, 2025, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for Defendants and file with the Court proof of dissemination of the Postcard Notice and publication of the Summary Notice.

13. The forms and methods set forth herein of notifying Class Members of the Settlement and its terms and conditions meet the requirements of due process, Federal Rule of Civil Procedure 23, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances; and constitute due and sufficient notice to all Persons entitled thereto. No Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice.

14. In order to be entitled to participate in recovery from the Net Settlement Fund after the Effective Date, each Class Member shall take the following action and be subject to the following conditions:

(a) On or before \_\_\_\_\_, 2025 (100 calendar days from the Notice Date), a properly completed and executed Claim Form must be submitted to the Claims Administrator either (a) electronically through the Settlement website or (b) at the Post Office Box indicated in the Notice. Each Claim Form shall be deemed to have been submitted when: (a) the Claimant receives a confirmation notice from the Claims Administrator for electronic submissions; or (b) legibly postmarked (if properly addressed and mailed by first-class mail) provided such Claim Form is actually received before the filing of a motion for an order of the Court approving distribution of the Net Settlement Fund. Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

(b) The Claim Form submitted by each Class Member must satisfy the following conditions: (i) it must be properly completed, signed, and submitted in a timely

1 manner in accordance with the provisions of the preceding subparagraph; (ii) it  
2 must be accompanied by adequate supporting documentation for the transactions  
3 reported therein, in the form of broker confirmation slips, broker account  
4 statements, an authorized statement from the broker containing the transactional  
5 information found in a broker confirmation slip, or such other documentation as  
6 is deemed adequate by the Claims Administrator or Class Counsel; (iii) if the  
7 Person executing the Claim Form is acting in a representative capacity, a  
8 certification of his, her or its current authority to act on behalf of the Class  
9 Member must be provided with the Claim Form; and (iv) the Claim Form must  
10 be complete and contain no material deletions or modifications of any of the  
11 printed matter contained therein and must be signed under penalty of perjury.

12 (c) Once the Claims Administrator has considered a timely submitted Claim Form,  
13 it shall determine whether such claim is valid, deficient, or rejected. For each  
14 claim determined to be either deficient or rejected, the Claims Administrator shall  
15 send a deficiency letter or rejection letter as appropriate, describing the basis on  
16 which the claim was so determined. Persons who timely submit a Claim Form  
17 that is deficient or otherwise rejected shall be afforded a reasonable time (at least  
18 seven (7) calendar days) to cure such deficiency if it shall appear to the Claims  
19 Administrator that such deficiency may be cured. If any Claimant whose claim  
20 has been rejected in whole or in part wishes to contest such rejection, the  
21 Claimant must, within seven (7) calendar days after the date of mailing of the  
22 notice of rejection, serve upon the Claims Administrator a notice and statement  
23 of reasons indicating the Claimant's ground for contesting the rejection along  
24 with any supporting documentation, and requesting a review thereof by the  
25 Court. If an issue concerning a claim cannot be otherwise resolved, Class  
26 Counsel shall thereafter present the request for review to the Court.

27 (d) As part of the Claim Form, each Class Member shall submit to the jurisdiction of  
28 the Court with respect to the claim submitted, and shall, upon the Effective Date,

1 release all Claims as provided in the Stipulation. No discovery shall be allowed  
2 on the merits of the Action or the Settlement in connection with processing of the  
3 Claim Form, nor shall any discovery from or of Plaintiffs or Defendants, or of  
4 their counsel or the Claims Administrator be allowed on any topic.

5 15. All Class Members who do not submit valid and timely Claim Forms will be forever  
6 barred from receiving any payments from the Net Settlement Fund, but will in all other respects be  
7 subject to and bound by the provisions of the Stipulation and the Judgment, if entered.

8 16. The Court will consider comments about and objections to the Settlement, the Plan  
9 of Allocation, or any application for an award of fees or reimbursement of expenses, provided,  
10 however, that no Class Member or other Person shall be heard or entitled to contest the approval of  
11 the terms and conditions of the proposed Settlement or, if approved, the Judgment, or any other  
12 order relating thereto, unless that Person has served the objection upon the Court by  
13 \_\_\_\_\_, 2025, at least twenty-eight (28) calendar days prior to the Settlement Hearing.  
14 To be valid, any such objection must (i) clearly identify the case name and number “*Sayce v.*  
15 *Forescout Tech., Inc. et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal)””; (ii) state the name, address,  
16 and telephone number of the Person or entity objecting; (iii) state the number of shares of Forescout  
17 common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices  
18 of each such transaction; (iv) be signed by the Person or entity objecting or an authorized  
19 representative; (v) be submitted to the Court either by filing them electronically or in person at any  
20 location of the United States District Court for the Northern District of California or by mailing  
21 them to the Class Action Clerk, United States District Court for the Northern District of California,  
22 450 Golden Gate Avenue, Box 36060, San Francisco, CA 94102-3489. Attendance at the Settlement  
23 Hearing is not necessary but Persons wishing to be heard orally in opposition to the approval of the  
24 Stipulation, the Plan of Allocation, and/or application for an award of fees or reimbursement of  
25 expenses may do so at the Settlement Hearing, provided they have filed a timely objection in  
26 accordance with this Order. Class Members do not need to appear at the Settlement Hearing or take  
27 any other action to indicate their approval.  
28

1           17. Any Class Member or other Person who does not object in the manner prescribed  
2 above shall be deemed to have waived all such objections and shall forever be foreclosed from  
3 making any objection to the fairness, adequacy, or reasonableness of the Settlement, the Judgment  
4 to be entered approving the Settlement, the Plan of Allocation, and/or any application for an award  
5 of fees or reimbursement of expenses, unless otherwise ordered by the Court; shall be bound by all  
6 the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the  
7 Action; and shall also be foreclosed from appealing any judgment or order entered in this Action.

8           18. The Court reserves the right to adjourn the Settlement Hearing or to conduct it  
9 remotely without any further notice other than entry of an order on the Court's docket, and to  
10 approve the Settlement without further notice to the Class.

11           19. All papers in support of the Settlement, the Plan of Allocation and/or any application  
12 for an award of fees or reimbursement of expenses shall be filed and served no later than  
13 \_\_\_\_\_, 2025, thirty-five (35) calendar days before the Settlement Hearing.

14           20. Any submissions filed in response to any objections or in further support of the  
15 Settlement, the Plan of Allocation and/or any application for an award of fees or reimbursement of  
16 expenses shall be filed no later than \_\_\_\_\_, 2025, seven (7) calendar days prior to  
17 the Settlement Hearing.

18           21. Defendants, their counsel, and other Released Defendants' Parties shall have no  
19 responsibility for, or liability with respect to, the Plan of Allocation or any application for attorneys'  
20 fees and interest, or expenses or payments to the Co-Lead Plaintiffs submitted by Class Counsel,  
21 and such matters will be considered separately from the fairness, reasonableness, and adequacy of  
22 the Settlement.

23           22. Pending final determination of whether the Settlement should be approved, all  
24 Plaintiffs and Class Members shall be enjoined from commencing, prosecuting, or attempting to  
25 prosecute any Released Plaintiffs' Claims against any Released Defendants' Parties in any court or  
26 tribunal or proceeding (including in the Action), unless and until the Stipulation is cancelled and  
27 terminated pursuant to the Stipulation.  
28

1           23. All Settlement Funds held in the Escrow Account shall be deemed and considered to  
2 be in the custody of the Court and shall remain subject to the jurisdiction of the Court, until such  
3 time as such Settlement Funds shall be distributed or returned pursuant to the Stipulation and Plan  
4 of Allocation and/or further order(s) of the Court.

5           24. Nothing in the Stipulation, including, without limitation, the furnishing of  
6 consideration for the Settlement, nor any of the negotiations or proceedings connected with it, shall  
7 be deemed to constitute any finding, concession, or admission of the truth of any of the allegations  
8 in the Action, any violations of any federal securities laws, or of any liability, negligence, fault, or  
9 wrongdoing of any kind by any of Defendants, their counsel, or any of the other Released  
10 Defendants' Parties, or give rise to any inference of wrongdoing or admission of liability or  
11 wrongdoing in this or any other proceeding. Further, neither the Stipulation, nor any of its terms or  
12 provisions, nor any of the negotiations or proceedings connected with it, nor this Order shall be  
13 construed as, or argued to be, a waiver of any defenses in the Action or be deemed to be evidence  
14 of an admission or concession that any Class Members have suffered any damages, harm, or loss.  
15 Additionally, neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations  
16 or proceedings connected with it, nor this Order shall be construed as an admission or concession  
17 by Plaintiffs of the validity of any factual or legal defense or of the infirmity of any of the claims or  
18 facts alleged in this Action.

19           25. In the event the Settlement is not consummated in accordance with the terms of the  
20 Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as  
21 expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further  
22 force or effect, and without prejudice to any Party, and may not be introduced as evidence or used  
23 in any action or proceeding by any Person against the Parties or the Released Parties, and each Party  
24 shall be restored to his, her or its respective litigation positions as of June 17, 2025, pursuant to the  
25 terms of the Stipulation.

26           26. The Court reserves the right to alter the time or the date or manner of the Settlement  
27 Hearing without further notice to the Class Members, provided that the Settlement Hearing shall not  
28 be set at a time or date earlier than the time and date set forth above. The Court retains exclusive

1 jurisdiction over the Action to consider all further matters arising out of, or relating to, the  
2 Stipulation, including by way of illustration and not limitation, any dispute over the funding of the  
3 Settlement, any dispute concerning any Proof of Claim submitted, and any future requests by one  
4 or more of the Parties that the Judgment, the releases and/or the permanent injunction set forth in  
5 the Stipulation be enforced.

6 **IT IS SO ORDERED.**

7  
8 DATED: \_\_\_\_\_

\_\_\_\_\_  
THE HONORABLE SUSAN ILLSTON  
UNITED STATES DISTRICT JUDGE

# EXHIBIT A-1



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.**

1 Excluded from the Class<sup>1</sup> are Defendants, current or former officers and directors of  
 2 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.

- 3 • **Purpose of Notice:** The purpose of this Notice is to inform you of the proposed settlement  
 4 (the “Settlement”) of this pending securities class action (the “Action”) and a hearing to be  
 5 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  
 6 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.
- 7 • **Summary of Claims Resolved:** The Settlement resolves claims by the Court-appointed Co-  
 8 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  
 9 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  
 10 Plaintiffs”), that have been asserted on behalf of themselves and the Class against Forescout  
 Technologies, Inc., Michael DeCesare, and Christopher Harms (collectively the  
 11 “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.
- 12 • **Statement of Class Recovery:** Subject to Court approval, Plaintiffs, on behalf of the Class,  
 13 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  
 14 “Settlement Fund”). The Net Settlement Fund (as defined below) will be distributed to Class  
 Members according to the Court-approved plan of allocation (the “Plan of Allocation”). The  
 15 proposed Plan of Allocation is set forth on pages 13-19 below.
- 16 • **Estimate of Average Recovery Per Share:** Plaintiffs estimate there were approximately  
 17 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. 13-19  
 18 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  
 19 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  
 20 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  
 21 value of those claims. Distributions to Class Members will be made based on the Plan of  
 Allocation set forth herein (*see* pages 13-19 below) or such other plan of allocation as may  
 be ordered by the Court.
- 22 • **Statement of Potential Outcome of Case If the Action Continued to Be Litigated:** The  
 23 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.  
 24 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  
 25 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  
 26 securities laws and purported subsequent revelation of the truth; (iv) whether Defendants’

27 <sup>1</sup> All capitalized terms not defined in this Notice have the meanings provided in the Stipulation  
 28 of Settlement dated July 18, 2025 (“Stipulation”). The Stipulation can be viewed at  
[www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com).

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, Ten South LaSalle Street, Suite 3505, Chicago, Illinois 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, or (800) 440-8986. **Please Do Not Call the Court with Questions About the Settlement.**

#### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<b>SUBMIT A CLAIM FORM BY _____, 2025</b>	The <i>only</i> way to get a payment. <i>See</i> Question 7 below for details.
<b>OBJECT BY _____, 2025</b>	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.
<b>GO TO A HEARING ON _____, 2025 AND FILE A NOTICE OF INTENTION TO APPEAR BY _____, 2025</b>	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.
<b>DO NOTHING</b>	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](http://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

1 East, and Africa (“EMEA”) region. Plaintiffs allege that analysis by a former Forescout employee  
 2 in early 2019 of information received from a consulting firm Forescout had hired indicated that a  
 3 majority of Forescout’s deals in the sales pipeline had only a 50% chance of closing, yet Forescout  
 4 identified the deals as “committed” in its sales pipeline. Plaintiffs allege that a new system for  
 5 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.

6 Plaintiffs allege that, on May 9, 2019, Defendants announced financial results for the first  
 7 fiscal quarter of 2019 and also announced a guidance range for the second quarter of 2019 below  
 8 analyst expectations. Plaintiffs allege that Defendants claimed Forescout would still meet its  
 9 revenue guidance for 2019 because the Company had already been awarded business despite some  
 10 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.

11 On August 7, 2019, Forescout announced its financial results for its second quarter of 2019  
 12 and held a conference call during which, Plaintiffs allege that DeCesare claimed that Forescout’s  
 13 rate of closing deals “remain[s] very strong” and “very healthy.” Plaintiffs allege that the challenged  
 14 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.”

15 On October 10, 2019, Forescout pre-announced preliminary financial results for the third  
 16 quarter of 2019 that missed the low end of prior revenue guidance by over \$7 million, which  
 17 Plaintiffs allege caused the price of Forescout common stock to decline by over 37%. Plaintiffs  
 18 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.

19 On November 6, 2019, Forescout announced financial results for the third quarter of 2019,  
 20 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.

21 Plaintiffs allege that, in October 2019, Forescout put itself up for sale. Plaintiffs allege that  
 22 there were certain revenue goals the Company needed to meet to make it an attractive acquisition  
 23 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.

24 Plaintiffs allege that, on February 6, 2020, Forescout announced disappointing fourth quarter  
 25 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  
 26 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  
 27 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  
 28 quarter of FY 2020, reporting revenue representing a 24% decline from first quarter of FY 2019  
 revenue.



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

3 Plaintiffs allege that, on May 11, 2020, Forescout disclosed its first quarter 2020 results,  
4 which were \$5 million less than guidance disclosed just eight days before the end of that quarter,  
5 which Plaintiffs allege caused the price of Forescout’s common stock to decline by nearly 5%.  
6 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.”

7 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,  
8 which Plaintiffs allege caused Forescout’s stock price to plummet by nearly 24%.

9 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.

### 10 **Procedural Background**

11 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.  
12 On July 22, 2020, the Court consolidated a related lawsuit into this Action, and appointed Meitav  
and the Glazer Funds as Co-Lead Plaintiffs.

13 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  
14 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  
15 to dismiss and granted Co-Lead Plaintiffs leave to amend.

16 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  
17 October 6, 2021, the Court granted Defendants’ motion to dismiss with prejudice and without leave  
to amend.

18 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  
19 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  
20 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, 2019<sup>2</sup>,  
21 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  
22 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,  
23 press release stating that Forescout “look[ed] forward to completing [the] pending transaction with  
Advent.” Defendants answered the second consolidated amended complaint on June 16, 2023,  
24 denying the claims asserted against them and asserting a number of affirmative defenses.

25 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  
26 discovery, the Court heard oral argument on May 17, 2024. On May 28, 2024, the Court certified

27  
28 <sup>2</sup> 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.

1 the Class and ordered the issuance of a Notice of Pendency of Class Action, which was disseminated  
2 to Class Members on and after October 28, 2024.

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

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

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

### 14 **3. Why is this a class action?**

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

### 21 **4. Why is there a Settlement?**

22 Plaintiffs and Class Counsel believe that the claims asserted in the Action have merit.  
23 However, Plaintiffs and Class Counsel recognize the expense and length of continued proceedings  
24 necessary to pursue the claims through trial and appeals, as well as the difficulties in establishing  
25 liability and damages. Plaintiffs and Class Counsel also recognize that Defendants have numerous  
26 defenses that could preclude a recovery. For example, Defendants challenge whether any of the  
27 statements in question were actually false and misleading, made with the requisite scienter, and  
28 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.

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

26 Everyone who fits the following description is a Class Member and subject to the Settlement:  
27 all investors who purchased or otherwise acquired shares of Forescout common stock between May  
28 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 Proof of Claim and Release Form ("Claim Form"). A Claim Form is included with this Notice. You can also obtain a Claim Form at [www.forescoutsecuritieslitigation.com](http://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](http://www.forescoutsecuritieslitigation.com) to the Claims Administrator so that it is **postmarked or received no later than 11:59 P.M. ET on \_\_\_\_\_, 2025.**

##### **8. When will I receive my payment?**

The Court will hold a Settlement Hearing on \_\_\_\_\_, 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



1 in the Action, including any previous complaint in the Action; or (iii) that relate to the purchase,  
2 acquisition, disposition, or sale of Forescout's publicly traded securities during the Class Period.  
3 Released Plaintiffs' Claims shall not include any claims relating to the enforcement of the  
4 Settlement.

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

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

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

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

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

50 Plaintiffs, Class Members, and Defendants may hereafter discover facts, legal theories, or  
51 authorities in addition to or different from those known or believed to be true with respect to the  
52 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  
Ten South La Salle Street, Suite 3505  
Chicago, Illinois 60603  
Tel: (312) 377-1181 or (800) 344-9135  
boconnell@pomlaw.com

Jeremy A. Lieberman  
J. Alexander Hood II  
600 Third Avenue, 20<sup>th</sup> 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 or (800) 440-8986  
info@aftlaw.com

Patrice L. Bishop  
9440 Santa Monica Blvd., Suite 301  
Beverly Hills, CA 90210  
Tel: (310) 279-5125

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 postmarked on or before \_\_\_\_\_, 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 \_\_\_\_\_, 2025 at \_\_\_\_\_.m., either telephonically, on Zoom, and/or at the San Francisco 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](http://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 \_\_\_\_\_, 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 \_\_\_\_\_, 2025, will be available at the Settlement website, or from Class Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

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

5 You can also get a copy of the Stipulation and other case documents by visiting the website  
 6 dedicated to the Settlement, [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com), calling the Claims  
 7 Administrator toll free at (866) 274-4004, or emailing the Claims Administrator at  
[info@strategicclaims.net](mailto:info@strategicclaims.net).

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

### 10 **PLAN OF ALLOCATION OF NET SETTLEMENT FUND**

#### 11 **19. How will my claim be calculated?**

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

24 The Plan of Allocation takes into account Class Counsel's assessment of the strength and  
 25 weakness of the various claims and defenses and incorporates the advice of consulting experts. The  
 26 objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those  
 27 Class Members who suffered alleged economic losses as a proximate result of the Defendants'  
 28 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").



1 To the extent there are sufficient funds in the Net Settlement Fund, each Authorized  
 2 Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim. If, however,  
 3 the amount in the Net Settlement Fund is insufficient to permit payment of the total Recognized  
 4 Claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of  
 5 the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total  
 6 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.

7 Plaintiffs asserted claims under Section 10(b) of the Securities Exchange Act of 1934.  
 8 Plaintiffs' theory of damages focused on the change in Forescout's stock price following alleged  
 9 corrective disclosures issued in October 2019 and May 2020. Plaintiffs allege that the stock price  
 10 declines that followed these announcements resulted in alleged damages to investors who purchased  
 11 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.

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

16 The Plan of Allocation was created with the assistance of a consulting damages expert and  
 17 reflects the assumption that the price of Forescout common stock allegedly was artificially inflated  
 18 throughout the Class Period.<sup>3</sup> The estimated alleged artificial inflation in the price of Forescout  
 19 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.

20 In order to submit a claim, Forescout common stock purchased or otherwise acquired during  
 21 the Class Period must have been held during a period of time in which its price declined due to the  
 22 disclosure of information which allegedly corrected an allegedly misleading statement or omission.  
 23 Plaintiffs and Class Counsel have determined that such price declines occurred on the following  
 24 dates: October 10, 2019; May 18, 2020; and May 19, 2020 (the "Corrective Disclosure Dates").  
 25 Accordingly, if a share of Forescout common stock was sold before October 10, 2019 (the earliest  
 26 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.

27  
 28 <sup>3</sup> 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.

**Table 1**  
**Artificial Inflation in Forescout Common Stock**

<b>From</b>	<b>To</b>	<b>Per-Share Price Inflation</b>
May 10, 2019	October 9, 2019	\$18.12
October 10, 2019	February 5, 2020	\$3.62
February 6, 2020 <sup>4</sup>	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 25% 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.<sup>5</sup>

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:

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

<sup>5</sup> 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.

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

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

4 Please contact the Claims Administrator or Class Counsel if you disagree with any  
5 determinations made by the Claims Administrator regarding your Claim Form. If you are  
6 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.

7 Defendants, their respective counsel, and all other Released Parties will have no  
8 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  
9 Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and  
distribute the Settlement.

10 Distributions will be made to Authorized Claimants after all claims have been processed  
11 and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement  
12 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  
13 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  
14 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  
15 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  
16 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  
17 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  
18 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  
19 balance in the Net Settlement Fund is subject to Court approval.

#### 21 **SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

22 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**  
23 **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  
24 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  
25 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,**  
26 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  
27 procedures (b) or (c), the Court has also directed that, upon making that mailing or emailing, **YOU**  
28 **MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing or

1 emailing was made as directed and keep a record of the names, mailing addresses, and email  
2 addresses used.

3 Upon full compliance with these directions, such nominees may seek reimbursement of  
4 their reasonable expenses actually incurred up to a maximum of \$0.02 per name, address, and  
5 email address provided to the Claims Administrator; up to \$0.02 per Postcard Notice actually  
6 mailed, plus postage at the pre-sort rate used by Claims Administrator; or up to \$0.03 per Notice  
7 and Claim Link transmitted by email, by providing the Claims Administrator with proper  
8 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](mailto:info@strategicclaims.net) or at the  
Settlement website at [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com), or through mail at

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

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

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

EXHIBIT A-2

**EXHIBIT A-2**

*Sayce v. Forescout Technologies, Inc., et al.*  
Toll-Free Number for Claims Administrator: (866) 274-4004  
Email: [info@forescoutsecuritieslitigation.com](mailto:info@forescoutsecuritieslitigation.com)  
Website: [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com)

**PROOF OF CLAIM AND RELEASE FORM**

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the address below, or submit it online at [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com), with supporting documentation, *postmarked* (if mailed) or received no later than 11:59 p.m. ET on \_\_\_\_\_, 2025.

**Mail to:**

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

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

**Do not mail or deliver your Claim Form to the Court, the Parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.**

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## PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read the Notice of Proposed Class Action Settlement (the “Notice”) that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Notice. The Notice is available on the Settlement website at: [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com). The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. If you are not a Class Member (see the definition of the Class on page 7 of the Notice), do not submit a Claim Form. **You may not, directly or indirectly, participate in the Settlement if you are not a Class Member.** Thus, if you are excluded from the Class, any Claim Form that you submit, or that may be submitted on your behalf, will be rejected.

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice or by such other plan of allocation as the Court approves.**

4. On the Schedule of Transactions in Part III of this Claim Form, provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Forescout Technologies, Inc. (“Forescout”) common stock (NASDAQ:FSCT), and whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.**

5. **Please note:** Only shares of Forescout common stock purchased or acquired between May 10, 2019 and May 15, 2020, both dates inclusive, are eligible under the Settlement and the proposed Plan of Allocation set forth in the Notice. However, under a “90-day look-back period” (described in the Plan of Allocation) and the statutory formula set forth in the Securities Exchange Act of 1934, sales of Forescout common stock as late as August 13, 2020 will be used for purposes of calculating certain Recognized Claim amounts under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to balance your claim, the requested transaction information during that period must also be provided.

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

7. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

8. Use Part I of this Claim Form entitled “CLAIMANT INFORMATION” to identify the beneficial owner(s) of Forescout common stock. The complete name(s) of the beneficial owner(s) must be entered. If you held Forescout common stock in your own name, you were the beneficial owner as well as the record owner. If, however, your shares of Forescout common stock were registered in the name of a third party, such as a nominee or brokerage firm, you were the beneficial owner of these shares, but the third party was the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement. If there were joint beneficial owners, then each must sign this Claim Form and their names must appear as “Claimants” in Part I of this Claim Form.

9. **One Claim should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA transactions with transactions made solely in the individual’s name). Generally, a single Claim Form should be submitted on behalf of each legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single Person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Forescout common stock made on behalf of a single beneficial owner.

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

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

11. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Forescout common stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

12. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

13. Payments to eligible Authorized Claimants will be made only if the Court approves the Settlement, after any appeals are resolved, and after the completion of all claims processing.

14. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates



to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant.

15. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, Strategic Claims Services, at the above address, by email at [info@strategicclaims.net](mailto:info@strategicclaims.net), or by toll-free phone at (866) 274-4004, or you can visit the website, [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com), where copies of the Claim Form and Notice are available.

16. NOTICE REGARDING INSTITUTIONAL FILERS: Representatives with authority to file on behalf of (a) accounts of multiple Class Members and/or (b) institutional accounts with large numbers of transactions (“Representative Filers”) must submit information regarding their transactions in an electronic spreadsheet format. If you are a Representative Filer, you must contact the Claims Administrator at [efile@strategicclaims.net](mailto:efile@strategicclaims.net) or visit their website at [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com) to obtain the required file layout. **Claims which are not submitted in electronic spreadsheet format and in accordance with the Claims Administrator’s instructions may be subject to rejection.** All Representative Filers MUST also submit a manually signed Claim Form, as well as proof of authority to file (see Item 10 of the General Instructions), along with the electronic spreadsheet format. No claims submitted in electronic spreadsheet format will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data. **Do not assume that your file has been received until you receive that email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [efile@strategicclaims.net](mailto:efile@strategicclaims.net) to confirm whether your file was received.**

17. NOTICE REGARDING ONLINE FILING: Claimants who are not Representative Filers may submit their claims online using the electronic version of the Claim Form hosted at [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com). If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Claim Form has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at [info@strategicclaims.net](mailto:info@strategicclaims.net) or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Claim Form.

#### **IMPORTANT: PLEASE NOTE**

**YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL OR EMAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD OR EMAIL WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT (866) 274-4004.**

**PART III – SCHEDULE OF TRANSACTIONS IN FORESCOUT COMMON STOCK**

Do not include information regarding any securities other than Forescout common stock. Please include proper documentation with your Claim Form as described in Part II – General Instructions, ¶ 6, above.

<b>1. FORESCOUT SHARES HELD ON MAY 9, 2019</b> – State the total number of shares of Forescout common stock you held on May 9, 2019. (Must be documented.) If none, write “zero” or “0.” _____				
<b>2. PURCHASES/ACQUISITIONS FROM MAY 10, 2019 THROUGH AUGUST 13, 2020</b> – Separately list each and every purchase or acquisition of Forescout common stock from May 9, 2019 through August 13, 2020. (Each Transaction must be documented.)				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase/ Acquisition Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
<b>3. SALES FROM MAY 10, 2019 THROUGH AUGUST 13, 2020</b> – Separately list each and every sale or disposition of Forescout common stock from May 9, 2019 through August 13, 2020. (Each Transaction must be documented.)				<b>IF NONE, CHECK HERE</b> <input type="checkbox"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
<b>4. HOLDINGS AS OF AUGUST 13, 2020</b> – State the total number of shares of Forescout common stock held as of the close of trading on August 13, 2020. If none, write “zero” or “0.” _____				
<b>IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF</b>				

**SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU ATTACH EXTRA SCHEDULES, ALSO CHECK THIS BOX. ☐**

**PART IV – RELEASE OF CLAIMS AND SIGNATURE****YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE 9 OF THIS CLAIM FORM.**

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) (the Claimant(s)') heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against the Released Defendants' Parties, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Released Defendants' Parties. I (we) expressly waive and relinquish, and each Class Member shall be deemed to have, and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which 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.**

**CERTIFICATION**

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

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the Claimant(s) is a (are) Class Member(s), as defined in the Notice, and is (are) not excluded by definition from the Class as set forth in the Notice;
3. that I (we) own(ed) the Forescout common stock identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Released Defendants' Parties to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that the Claimant(s) has (have) not submitted any other claim covering the same purchases of Forescout common stock and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
5. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') claim and for purposes of enforcing the releases set forth herein;
6. that I (we) agree to furnish such additional information with respect to this Claim Form as Class Counsel, the Claims Administrator, or the Court may require;
7. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waive(s) any right of appeal or review with respect to such determination;

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

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

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

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Signature of Claimant

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Date

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Print Claimant name here

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Signature of joint Claimant, if any

---

Date

---

Print joint Claimant name here

***If the Claimant is other than an individual, or is not the Person completing this form, the following also must be provided:***

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Signature of Person signing on behalf of Claimant

---

Date

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Print name of person signing on behalf of Claimant here

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Capacity of Person signing on behalf of Claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see ¶ 10 on page 4 of this Claim Form.)

**REMINDER CHECKLIST**

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Attach only ***copies*** of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail or email, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at (866) 274-4004.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at the address below, by email at [info@strategicclaims.net](mailto:info@strategicclaims.net), or by toll-free phone at (866) 274-4004, or you may visit [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com).

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL OR SUBMITTED ONLINE AT [WWW.FORESCOUTSECURITIESLITIGATION.COM](http://WWW.FORESCOUTSECURITIESLITIGATION.COM), **POSTMARKED (OR RECEIVED) NO LATER THAN 11:59 P.M. ET ON \_\_\_\_\_, 2025**. IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

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

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before \_\_\_\_\_, **202[5]**, is indicated on the envelope and it is mailed First Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all Claim Forms, and no distributions can be made until all Claim Forms are processed. Please be patient and notify the Claims Administrator of any change of address.

EXHIBIT A-3

EXHIBIT A-3

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

**SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**TO: ALL PERSONS WHO purchased or otherwise acquired Forescout Technologies, Inc., (“Forescout”) common stock between May 10, 2019, and May 15, 2020, both dates inclusive.**

YOU ARE HEREBY NOTIFIED, pursuant to Federal Rule of Civil Procedure 23 and an Order of the United States District Court for the Northern District of California, that a hearing will be held on \_\_\_\_\_, 2025, at \_\_: \_\_.m. before the Honorable Susan Illston, United States District Court Judge, at the courthouse for the Northern District of California, either telephonically, on Zoom, and/or at the San Francisco Courthouse, Courtroom 1 – 17th Floor, 450 Golden Gate Avenue, San Francisco, CA 94102 to determine: (1) whether the proposed Settlement of the claims in the above-captioned Action for consideration in the amount of forty-five million dollars (\$45,000,000.00) should be approved by the Court as fair, reasonable, and adequate; (2) whether the Plan of Allocation is fair and reasonable, and should be approved; (3) whether Class Counsel’s application for an award of attorneys’ fees of up to one-third of the Settlement Amount and any interest accrued thereon, and reimbursement of out-of-pocket expenses of not more than \$2,500,000 and any interest accrued thereon, and awards of not more than \$50,000 for each Co-Lead Plaintiff Class Representatives, all to be paid from the Settlement Fund, should be approved; and (4) whether this Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation of Settlement dated July 18, 2025 (the “Stipulation”) filed with the Court and available at



[www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com).

You are receiving this Notice because the Court previously certified a class of investors (“Class”), and you may be a member of the Class (“Class Member”). The Class consists of all Persons or entities who purchased or otherwise acquired Forescout Technologies, Inc. (“Forescout”), common stock between May 10, 2019, and May 15, 2020, both dates inclusive, and were damaged thereby. Excluded from the Class are: (a) Defendants, current or former officers and directors of Forescout, and any entity in which the Defendants have or had a controlling interest; and (b) the affiliates, family members, legal representatives, heirs, successors or assigns of all individuals/entities listed in (a), above.

If you purchased or acquired Forescout common stock between May 10, 2019, and May 15, 2020, both dates inclusive, your rights may be affected by this Action and the Settlement thereof, including the release and extinguishment of claims you may possess relating to your ownership interest in Forescout common stock. If you have not received a Postcard Notice advising you how to access the more-detailed, long-form Notice of Proposed Settlement of Class Action (“Notice”) and the Proof of Claim and Release Form (“Claim Form”), you may obtain copies of these documents and the Stipulation by downloading them at [www.forescoutsecuritieslitigation.com](http://www.forescoutsecuritieslitigation.com). If you are unable to do so, you may contact the Claims Administrator to obtain copies:

Sayce v. Forescout Technologies, Inc., et al.  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Suite 205  
Media, PA 10963

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

Plaintiffs allege that, on May 9, 2019, Defendants announced financial results for the first fiscal quarter of 2019 and also preannounced a lowered guidance range for the second quarter of 2019 below analysts’ 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 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.

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.

No trial has yet occurred in this Action and no findings of fault or liability have been made as to any of the parties.

The Settlement will resolve the lawsuit and the Released Claims as to the Defendants and other Released Parties. Plaintiffs and the Class are represented by Class Counsel with the law firms of Pomerantz LLP and Abraham, Fruchter & Twersky, LLP and may be reached as follows:

**POMERANTZ LLP**

Omar Jafri  
Brian P. O’Connell  
Ten South La Salle Street, Suite 3505  
Chicago, Illinois 60603  
Tel: (312) 377-1181 or (800) 344-9135  
boconnell@pomlaw.com

**ABRAHAM, FRUCHTER & TWERSKY, LLP**

Jeffrey S. Abraham  
Michael J. Klein  
450 Seventh Avenue, 38th Floor  
New York, NY 10123  
Tel: (212) 279-5050 or (800) 440-8986  
info@aftlaw.com

If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim Form postmarked no later than \_\_\_\_\_, 2025, establishing that you are entitled to recovery. You will be bound by any Judgment rendered in the Action whether or not you make a claim.

If you are a Class Member, you can object to the Settlement, Plan of Allocation, or Class Counsel’s request for an award of attorneys’ fees and reimbursement of expenses and awards to Plaintiffs in the manner and form explained in the detailed Notice and received no later than \_\_\_\_\_, 2025.

Any questions regarding the Settlement should be directed to Class Counsel for the Class.

**PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, THE DEFENDANTS, OR DEFENDANTS’ COUNSEL REGARDING THIS NOTICE.**

**CLAIMS ADMINISTRATOR AND ADDRESS CORRECTIONS**

If you have any corrections or changes of name or address, you may send them in writing to the Claims Administrator, either by email or by mail. The contact information for the Claims Administrator is set forth above. If you did not receive the Postcard Notice by mail, and you are

and remain a member of the Class, please send your name, address, and email address to the Claims Administrator at the contact information above to ensure that you receive further notices disseminated in connection with the Action.

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

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

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EXHIBIT A-4

**EXHIBIT A-4**

Sayce v. Forescout Tech., Inc. et al.,  
c/o Strategic Claims Services  
P.O. Box 230  
600 N. Jackson St., Suite 205  
Media, PA 19026

[Postage Prepaid]

***COURT-ORDERED LEGAL NOTICE***

**Important Notice about a Securities Class Action Settlement.**

**You may be entitled to a CASH payment.  
This Notice may affect your legal rights.  
Please read it carefully.**

*Sayce v. Forescout Tech., Inc. et al.,*  
Case No: 3:20-cv-00076-SI (N.D. Cal.).

Name  
Address  
City, State  
Zip

***THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.  
PLEASE VISIT WWW.FORESCOUTSECURITIESLITIGATION.COM FOR MORE INFORMATION.***

This notice relates to a case captioned *Sayce v. Forescout Tech., Inc. et al.*, Case No: 3:20-cv-00076-SI (N.D. Cal.). The case is a class action brought against Defendants Forescout Technologies, Inc. ("Forescout"), Michael DeCesare, and Christopher Harms ("Defendants").

There is a proposed Settlement of claims against Defendants. The Settlement would resolve a lawsuit in which Plaintiffs allege that Defendants disseminated materially false or misleading information to the investing public about issues related to Forescout's sales pipeline, financial performance, and the status of its merger with Advent International, Inc., in violation of the federal securities laws. Defendants deny the allegations and any and all wrongdoing or liability. You received this Postcard Notice because you or someone in your family may have purchased or otherwise acquired shares of Forescout common stock between May 10, 2019, and May 15, 2020, inclusive, and been damaged thereby.

Defendants have agreed to settle this case for a cash payment of \$45,000,000. The Settlement provides that the Settlement Fund, after deduction of any Court-approved attorneys' fees and expenses, notice and administration costs, awards to Co-Lead Plaintiffs, and taxes, is to be divided among all Class Members who submit a valid Claim Form, in exchange for the settlement of this case and the releases by Class Members of claims related to this case. **For all details of the Settlement, read the Stipulation and full Notice, available at www.forescoutsecuritieslitigation.com.**

Your share of the Settlement proceeds will depend on the amount of valid Claims submitted, and the number, size and timing of your transactions in public shares of Forescout. If every eligible Class Member submits a valid Claim Form, the average recovery will be \$1.18 per eligible share before expenses and other Court-ordered deductions. Your award will be your *pro rata* share of the Net Settlement Fund as further explained in the detailed Notice found on the Settlement website.

**To qualify for payment, you must submit a Claim Form.** The Claim Form can be found at www.forescoutsecuritieslitigation.com, or will be mailed to you upon request to the Claims Administrator (*Sayce v. Forescout Technologies, Inc., et al.*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Suite 205, Media PA, 19063; toll-free: (866) 274-4004; email: [info@strategicclaims.net](mailto:info@strategicclaims.net)). **Claim Forms must be postmarked or submitted online by 11:59 P.M. ET on \_\_\_\_\_.** If you want to object to the Settlement, you may file an objection by \_\_\_\_\_. The detailed Notice explains how to submit a Claim Form or object.

The Court will hold a Settlement Hearing in this case on \_\_\_\_\_, to consider whether to approve the Settlement and a request by the lawyers representing the Class for up to one-third of the Settlement Fund in attorneys' fees, plus actual expenses incurred up to \$2,500,000 for litigating the case and negotiating the Settlement (together with interest accrued on both amounts), and to consider whether to approve service awards to Plaintiffs. You may attend the hearing and ask to be heard by the Court, but you do not have to. For more information, call toll-free (866) 274-4004 or visit www.forescoutsecuritieslitigation.com and read the detailed Notice.

# EXHIBIT B

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

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

On the \_\_\_\_ day of \_\_\_\_\_, 2025, a hearing having been held before this Court to determine: (1) whether the terms and conditions of the Stipulation of Settlement dated July 18, 2025 (“Stipulation”) are fair, reasonable, and adequate for the settlement of all claims asserted by the Plaintiffs and the Class in this Action, including the release of the Released Claims against the Released Parties, and should be approved; (2) whether judgment should be entered dismissing this Action with prejudice; (3) whether the Plan of Allocation should be approved as a fair and reasonable method to allocate the Net Settlement Fund among Class Members; (4) whether and in what amount to award attorneys’ fees to Class Counsel; (5) whether and in what amount to



1 reimburse Class Counsel for litigation expenses; and (6) whether and in what amount to award to  
2 Plaintiffs.

3 The Court having considered all matters submitted to it at the hearing and otherwise; and  
4 it appearing in the record that the Summary Notice was published; the Postcard Notice directing  
5 recipients to the full Notice and Claim Form were mailed; and the Notice, Claim Form, and other  
6 settlement documents were posted to the Settlement website, all in accordance with the  
7 Preliminary Approval Order, dated \_\_\_\_\_ 2025; and

8 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

9 1. This Final Approval Order and Judgment (“Order and Final Judgment” or  
10 “Judgment”) incorporates by reference the definitions in the Stipulation, and all capitalized terms  
11 used herein shall have the same meanings as set forth therein.

12 2. The Court has jurisdiction over the subject matter of the Action.

13 3. In accordance with the Court’s Preliminary Approval Order, the Court hereby finds  
14 that the forms and methods of notifying the Class of the Settlement and its terms and conditions met  
15 the requirements of due process, Federal Rule of Civil Procedure 23, and Section 21D(a)(7) of the  
16 Exchange Act, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act  
17 of 1995; constituted the best notice practicable under the circumstances; and constituted due and  
18 sufficient notice of these proceedings and the matters set forth herein, including the Settlement and  
19 Plan of Allocation, to all Persons entitled to such notice. No Class Member is relieved from the  
20 terms and conditions of the Settlement, including the releases provided for in the Stipulation, based  
21 upon the contention or proof that such Class Member failed to receive actual or adequate notice. A  
22 full opportunity has been offered to the Class Members to object to the proposed Settlement and to  
23 participate in the hearing thereon. The Court further finds that the notice provisions of the Class  
24 Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined that  
25 all Class Members are bound by this Order and Final Judgment.

26 4. The Settlement is approved as fair, reasonable, and adequate and in the best interests  
27 of the Class under Federal Rule of Civil Procedure 23. This Court further finds that the Settlement  
28 set forth in the Stipulation is the result of good faith, arm’s-length negotiations between experienced

1 counsel representing the interests of Plaintiffs, Class Members, and Defendants. The Parties are  
2 directed to consummate the Settlement in accordance with the terms and provisions of the  
3 Stipulation.

4 5. The Action and all claims contained therein, as well as all of the Released Plaintiffs'  
5 Claims, are dismissed with prejudice as against Defendants and the Released Defendants' Parties.  
6 The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

7 6. Plaintiffs and Class Members, on behalf of themselves, their successors, assigns,  
8 executors, heirs, administrators, representatives, attorneys, and agents, in their capacities as such,  
9 regardless of whether any such Person ever seeks or obtains by any means, including without  
10 limitation by submitting a Claim Form, any disbursement from the Settlement Fund, shall be deemed  
11 to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever  
12 released, relinquished, and discharged all Released Plaintiffs' Claims against the Released  
13 Defendants' Parties. Plaintiffs and Class Members shall be deemed to have, and by operation of  
14 this Order and Final Judgment shall have, covenanted not to sue the Released Defendants' Parties  
15 with respect to any and all Released Plaintiffs' Claims in any forum and in any capacity. Plaintiffs  
16 and Class Members shall be and hereby are permanently barred and enjoined from asserting,  
17 commencing, prosecuting, instituting, assisting, instigating, or in any way participating in the  
18 commencement or prosecution of any action or other proceeding, in any forum, asserting any  
19 Released Plaintiffs' Claims, in any capacity, against any of the Defendants' Released Parties.  
20 Defendants similarly release and are permanently barred and enjoined from pursuing Released  
21 Defendants' Claims against the Released Plaintiffs' Parties. Nothing contained herein shall,  
22 however, bar any Plaintiff or Defendant from bringing any action or claim to enforce the terms of  
23 the Stipulation or this Order and Final Judgment.

24 7. Any Plan of Allocation submitted by Class Counsel or any order entered regarding  
25 any attorneys' fee and expense application or awards to Co-Lead Plaintiffs shall in no way disturb  
26 or affect this Judgment and shall be considered separate from this Judgment. Separate orders shall  
27 be entered regarding approval of a Plan of Allocation and Class Counsel's application for an award  
28 of attorneys' fees and expenses to Class Counsel and the Award to Plaintiffs.

1           8. Any appeal or any challenge affecting the approval of (a) the Plan of Allocation  
2 submitted by Class Counsel and/or (b) this Court's approval regarding any attorneys' fee and  
3 expense applications, including any Award to Plaintiffs, shall in no way disturb or affect the finality  
4 of the other provisions of this Order and Final Judgment nor the Effective Date of the Settlement.

5           9. The Court finds that the Parties and their counsel have complied with all  
6 requirements of Federal Rule of Civil Procedure 11 and the Private Securities Litigation Reform  
7 Act of 1995 as to all proceedings herein.

8           10. Neither this Order and Final Judgment, nor the Stipulation (nor the Settlement  
9 contained therein), nor any of its terms and provisions, nor any of the negotiations, documents or  
10 proceedings connected with them:

11                   (a) is or may be deemed to be, or may be used as an admission,  
12 concession, or evidence of, the validity or invalidity of Released  
13 Plaintiffs' Claims, the truth or falsity of any fact alleged by Plaintiffs,  
14 the sufficiency or deficiency of any defense that has been or could  
15 have been asserted in the Action, or of any wrongdoing, liability,  
16 negligence or fault of Defendants or the Released Defendants'  
17 Parties;

18                   (b) is or may be deemed to be or may be used as an admission,  
19 concession, or evidence of, any fault or misrepresentation or omission  
20 with respect to any statement or written document attributed to,  
21 approved or made by Defendants or the Released Defendants' Parties  
22 in any civil, criminal, or administrative proceeding in any court,  
23 administrative agency, or other tribunal;

24                   (c) is or may be deemed to be or shall be used, offered, or received against  
25 Plaintiffs, any Class Member, Defendants, the Released Plaintiffs'  
26 Parties or the Released Defendants' Parties, as an admission,  
27 concession, or evidence of the validity or invalidity of the Released  
28 Claims, the infirmity or strength of any claim raised in the Action, the

1 truth or falsity of any fact alleged by the Plaintiffs or the Class, or the  
2 availability or lack of availability of meritorious defenses to the  
3 claims raised in the Action;

4 (d) is or may be deemed to be or shall be construed as or received in  
5 evidence as an admission, concession, or evidence against Plaintiffs,  
6 any Class Member, Defendants, the Released Plaintiffs' Parties or the  
7 Released Defendants' Parties, that any of the claims in this Action are  
8 with or without merit, that a litigation class should or should not have  
9 been certified, that damages recoverable in the Action would have  
10 been greater or less than the Settlement Fund or that the consideration  
11 to be given pursuant to the Stipulation represents an amount equal to,  
12 less than or greater than the amount which could have or would have  
13 been recovered after trial.

14 11. The terms of 15 U.S.C. §78u-4(f)(7), pursuant to which each Defendant shall be  
15 discharged from all claims for contribution brought by other Persons or entities, shall apply to this  
16 Settlement. In accordance with 15 U.S.C. §78u-4(f)(7), this Judgment constitutes the final discharge  
17 of all obligations to any Class Member of each of the Defendants arising out of the Action or any of  
18 the Released Plaintiffs' Claims and shall bar, extinguish, discharge, satisfy, and render  
19 unenforceable all future claims for contribution arising out of the Action or any of the Released  
20 Plaintiffs' Claims (a) by any Person or entity against any Defendant; and (b) by any Defendant  
21 against any Person or entity other than any Person or entity whose liability has been extinguished  
22 by the Settlement. For the avoidance of doubt, nothing in this Order and Final Judgment shall apply  
23 to bar or otherwise affect any claim for insurance coverage by any Defendant.

24 12. Except as otherwise provided herein or in the Stipulation, all Settlement Funds held  
25 by the Escrow Agent shall be deemed to remain *in custodia legis* and shall remain subject to the  
26 jurisdiction of the Court until such time as the Settlement Funds are distributed or returned pursuant  
27 to the Stipulation or further order of the Court.  
28

1           13.     Without affecting the finality of this Order and Final Judgment in any way, this Court  
 2 hereby retains continuing exclusive jurisdiction regarding the administration, interpretation,  
 3 effectuation, or enforcement of the Stipulation and this Order and Final Judgment and including any  
 4 application for fees and expenses incurred in connection with administering and distributing the  
 5 Settlement Fund to the Class Members.

6           14.     Without further order of the Court, Defendants and Plaintiffs may agree to reasonable  
 7 extensions of time to carry out any provision(s) of the Stipulation.

8           15.     If the Settlement is not consummated in accordance with the terms of the Stipulation,  
 9 then the Stipulation and this Order and Final Judgment shall be null and void, of no further force or  
 10 effect, and without prejudice to any Party, and may not be introduced as evidence or used in any  
 11 action or proceeding by any Person against the Parties or the Released Defendants' Parties or  
 12 Released Plaintiffs' Parties, and each Party shall be restored to his, her or its respective litigation  
 13 positions as they existed on June 17, 2025, pursuant to the terms of the Stipulation.

14           16.     There is no reason to delay the entry of Judgment in this Action. Accordingly, the  
 15 Clerk of the Court is expressly directed to immediately enter this Judgment in this Action.

16           17.     The Court's orders entered during this Action related to the confidentiality of  
 17 information shall survive this Judgment.

18           **IT IS SO ORDERED.**

19  
 20 DATED: \_\_\_\_\_

21 \_\_\_\_\_  
 22 THE HONORABLE SUSAN ILLSTON  
 23 UNITED STATES DISTRICT JUDGE  
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