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*Counsel for Lead Plaintiff Policemen's
Annuity and Benefit Fund of Chicago and
Lead Counsel for the Putative Class*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

**DECLARATION OF GEORGE N.
BAUER IN SUPPORT OF LEAD
PLAINTIFF'S UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

Courtroom: 7, 4th Floor
Judge: Honorable Eumi K. Lee

1 I, George N. Bauer, hereby declare as follows:

2 1. I am a Partner with the law firm Bleichmar Fonti & Auld LLP (“BFA”),
3 counsel for Lead Plaintiff Policemen’s Annuity and Benefit Fund of Chicago
4 (“Lead Plaintiff”) and Lead Counsel for the proposed Class. I am an attorney duly
5 licensed to practice in the State of New York and have been admitted to practice *pro*
6 *hac vice* in this matter. I have knowledge of the matters stated herein and, should I
7 be called upon, I could and would competently testify thereto.

8 2. I submit this declaration and the attached exhibits in support of
9 Lead Plaintiff’s Unopposed Motion for Preliminary Approval of Proposed Class
10 Action Settlement.

11 3. Lead Counsel conducted a thorough and competitive bidding process in
12 selecting a claims administrator for the notice and claims process for this settlement
13 and ultimately selected Simpluris Inc. (“Simpluris”) after considering four total
14 proposals and determining that Simpluris’s strong reputation and competitive pricing
15 made it the best overall option.

16 4. In the last two years, Lead Counsel has retained Simpluris in one
17 derivative matter to potentially give notice of a partial settlement. Lead Counsel has
18 not previously retained Simpluris as a claims administrator in a securities class
19 action.

20 5. Attached hereto as **Exhibit 1** is a true and correct copy of the Stipulation
21 of Settlement (the “Stipulation”), including its exhibits, comprised of:

- 22 a. **Exhibit A** to the Stipulation is the Proposed Order Preliminarily
23 Approving Settlement and Providing for Class Notice;
- 24 b. **Exhibit A-1** to the Stipulation is the proposed Notice of Pendency
25 and Proposed Settlement of Class Action;
- 26 c. **Exhibit A-2** to the Stipulation is the proposed Long-Form Notice
27 of Pendency and Proposed Settlement of Class Action;
- 28 d. **Exhibit A-3** to the Stipulation is the proposed Proof of Claim and

- 1 Release Form;
- 2 e. **Exhibit A-4** to the Stipulation is the proposed Summary Notice;
- 3 and
- 4 f. **Exhibit B** to the Stipulation is the proposed Final Judgment
- 5 Approving Settlement.

6 6. Attached hereto as **Exhibit 2** is the Declaration of Jacob Kamenir, Vice

7 President of Legal Notice for Simpluris Inc.

8 7. Attached hereto as **Exhibit 3** is the Declaration of Chad Coffman, CFA

9 and President of Peregrine Economics.

10 8. Attached hereto as **Exhibit 4** is the Declaration of Kevin Reichart,

11 Executive Director of the Policemen’s Benefit and Annuity Fund of Chicago.

12 9. Attached hereto as **Exhibit 5** is BFA’s Firm Resume.

13 10. Attached hereto as **Exhibit 6** is a Chart of Comparable Settlements

14 required by Northern District of California Procedural Guidance for Class Action

15 Settlements.

16 I declare under penalty of perjury under the laws of the United States of

17 America that the foregoing is true and correct.

18

19 Executed on this 30th day of April 2026.

20 **BLEICHMAR FONTI & AULD LLP**

21 /s/ George N. Bauer

22 George N. Bauer (*pro hac vice*)

23 gbauer@bfalaw.com

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Annuity and Benefit Fund of Chicago and
Lead Counsel for the Putative Class*

EXHIBIT 1

Stipulation of Settlement

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18 *Lead Counsel for the Putative Class*

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Attorneys for Defendants
TWIST BIOSCIENCE CORPORATION, EMILY
M. LEPROUST, and JAMES M. THORBURN

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION

16)
17 ANTHONY JOSEPH PETERS, Individually)
18 and on Behalf of All Others Similarly)
19 Situated,)

20 Plaintiffs,)
21)
22)

23 v.)
24)
25)

26 TWIST BIOSCIENCE CORPORATION,)
27 EMILY M. LEPROUST, and JAMES M.)
28 THORBURN)

Defendants.)
)

Case Number: 5:22-cv-08168-EKL

STIPULATION OF SETTLEMENT

Judge: Hon. Eumi K. Lee

1 This Stipulation and Agreement of Settlement (the “Stipulation” or “Settlement
2 Agreement”) is made and entered into by and between Lead Plaintiff Policemen’s Annuity and
3 Benefit Fund of Chicago (“Plaintiff”), on the one hand, and Defendants Twist Bioscience
4 Corporation (“Twist”), Emily M. Leproust, and James M. Thorburn (collectively, “Defendants”),
5 on the other hand, by and through their counsel of record in the above-captioned litigation
6 (the “Litigation”) pending in the United States District Court for the Northern District of
7 California (the “Court”). This Stipulation is intended by Plaintiffs, on behalf of themselves and
8 each of the Settlement Class Members (as defined below), and Defendants to fully, finally, and
9 forever resolve, discharge, and settle the Released Claims (as defined in ¶1.36 hereof), upon and
10 subject to the terms and conditions hereof and subject to the Court’s approval.

11 WHEREAS:

12 A. All words or terms used herein that are capitalized shall have the meanings
13 ascribed to those words or terms herein and in ¶1 hereof, entitled “Definitions.”

14 B. On December 12, 2022, the initial Class Action Complaint for Violations of the
15 Federal Securities Laws (the “Complaint”) was filed in the Litigation. ECF 1.

16 C. On July 28, 2023, the Court entered an order appointing Policemen’s Annuity and
17 Benefit Fund of Chicago as Lead Plaintiff and Bleichmar Fonti & Auld LLP as lead counsel
18 (“Lead Counsel”). ECF 70.

19 D. On October 11, 2023, Plaintiff filed an Amended Class Action Complaint for
20 Violations of the Federal Securities Laws (the “Amended Complaint”), which is the operative
21 complaint in the Litigation, against Defendants. ECF 83.

22 E. On September 3, 2025, after extensive briefing and oral argument, the Court
23 granted in part and denied in part Defendants’ motion to dismiss. ECF 117.

24 F. Thereafter, the Parties engaged in extensive discovery, including the exchange of
25 numerous requests for documents and written discovery; the production of over 202,000 pages of
26 documents by Defendants and over 4,000 pages by non-parties; and three fact depositions.

1 G. On March 13, 2026, Plaintiff filed a motion seeking class certification, with an
2 accompanying expert report. ECF 151 to ECF 152-7.

3 H. On March 31, 2026, the Parties engaged in a confidential full-day mediation before
4 mediator Robert A. Meyer of JAMS. Prior to that confidential mediation, the Parties exchanged
5 confidential mediation statements with exhibits. After extensive arms'-length negotiations over
6 the course of that full-day mediation, and despite good faith efforts to resolve the Litigation during
7 the mediation, the Parties were unable to reach agreement. At the conclusion of the March 31,
8 2026 mediation, Mediator Meyer made a formal mediator's proposal that the case settle for \$17.05
9 million. The Parties accepted the proposal that day, executed a settlement term sheet (the "Term
10 Sheet"), and thereafter began negotiating this Settlement Agreement.

11 I. This Stipulation, together with the exhibits hereto and the Supplemental
12 Agreement defined in ¶1.46 below, constitute the final and binding agreement between the
13 Parties.

14 J. Plaintiff and Lead Counsel believe that the claims and allegations in the Litigation
15 have merit and that the information developed to date supports the claims and allegations asserted.
16 However, Plaintiff and Lead Counsel recognize and acknowledge the risk, expense, and length of
17 continued proceedings necessary to prosecute the Litigation against Defendants through summary
18 judgment, trial, and through appeals. Plaintiff and Lead Counsel are also mindful of the problems
19 of proof and possible defenses to the securities law violations asserted in the Litigation. Plaintiff
20 and Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial
21 benefits upon Settlement Class Members in light of the circumstances here, is in the best interests
22 of Plaintiff and Settlement Class Members, and is fair, reasonable, and adequate.

23 K. Defendants and Defendants' Counsel believe that the claims and allegations in the
24 Litigation lack merit and that the information developed to date refutes the claims and allegations
25 asserted. Defendants are entering into this Stipulation to avoid and eliminate the burden, expense,
26 uncertainty, and risk of further litigation, as well as the business disruption associated therewith.
27 Defendants have expressly denied and continue to deny any wrongdoing or liability against them

1 arising out of any statements or omissions alleged, or that could have been alleged, in the
2 Litigation. Defendants recognize and acknowledge the risk, expense, and length of continued
3 proceedings necessary to defend the Litigation through summary judgment, trial, and through
4 appeals. Defendants have determined that it is desirable and beneficial to them that the Litigation
5 be settled in the manner and upon the terms and conditions set forth in this Stipulation to avoid
6 the further expense, inconvenience, and burden of this Litigation, to end the distraction and
7 diversion of personnel and resources, and to obtain the conclusive and final dismissal and/or
8 release of this Litigation, as to them, of the Released Claims.

9 L. NOW THEREFORE, without any concession by Plaintiff that the Litigation lacks
10 merit, and without any concession by the Defendants of any liability or wrongdoing or lack of
11 merit in their defenses, it is hereby STIPULATED AND AGREED, by and among the Parties to
12 this Stipulation, through their respective attorneys, subject to approval by the Court pursuant to
13 Rule 23(e) of the Federal Rules of Civil Procedure, that in consideration of the benefits flowing
14 to the Parties hereto, all Released Claims as against all Released Parties shall be fully, finally, and
15 forever compromised, settled, released, waived, discharged, and dismissed with prejudice, and
16 without costs, upon and subject to the following terms and conditions:

17 **1. Definitions**

18 As used in this Stipulation, as well as any exhibits attached hereto and made part hereof
19 and the Supplemental Agreement as defined below, the following terms have the meanings
20 specified below:

21 1.1 “2020 Registration Statement” means the registration statement on Form S-3 filed
22 by Twist on June 3, 2020, and all documents included and/or incorporated by reference therein.

23 1.2 “Amended Complaint” means Plaintiff’s Amended Class Action Complaint for
24 Violations of the Federal Securities Laws, filed in the Litigation on October 11, 2023. ECF 83.

25 1.3 “Authorized Claimant” means any Settlement Class Member whose claim for
26 recovery has been allowed pursuant to the terms of the Stipulation.

1 1.4 “Claimant” means any Settlement Class Member who files a Proof of Claim in
2 such form and manner, and within such time, as the Court shall prescribe.

3 1.5 “Claims Administrator” means the administrator retained by Lead Counsel,
4 subject to the approval of the Court, to provide all notices approved by the Court to potential
5 Settlement Class Members and to administer the Settlement. Defendants shall have no
6 involvement in the retention of any claims administrator (except in connection with the potential
7 retention of an administrator for purposes of serving notice pursuant to the Class Action Fairness
8 Action, 28 U.S.C. §1715).

9 1.6 “Class Period” means the period from December 20, 2018 through November 15,
10 2022, both inclusive.

11 1.7 “Complaint” means the initial Class Action Complaint for Violations of the
12 Federal Securities Laws, filed in the Litigation on December 12, 2022. ECF 1.

13 1.8 “Court” means the United States District Court for the Northern District of
14 California.

15 1.9 “December 2020 Offering” means the secondary offering of Twist common stock
16 that Twist completed on December 2, 2020, and in which Twist offered 3,136,362 shares of Twist
17 common stock (including 409,090 shares sold pursuant to the exercise in full by the Underwriters
18 of their option to purchase additional shares) at \$110.00 per share.

19 1.10 “Defendants” means Twist Bioscience Corporation, Emily M. Leproust, and
20 James M. Thorburn.

21 1.11 “Defendants’ Counsel” means Orrick, Herrington & Sutcliffe LLP and Munger,
22 Tolles & Olson LLP.

23 1.12 “Effective Date” means the first date by which each of the conditions specified in
24 ¶8.1 of the Stipulation have occurred or have been waived.

25 1.13 “Escrow Account” means the segregated and separate escrow account designated
26 and controlled by Lead Counsel into which the Settlement Amount will be deposited for the
27 benefit of the Settlement Class.

1 1.14 “Escrow Agent” means The Huntington National Bank. The Escrow Agent shall
2 act in coordination with Lead Counsel as may be appropriate.

3 1.15 “Fee and Expense Application” shall have the meaning set forth in ¶7.1 of this
4 Stipulation.

5 1.16 “Fee and Expense Award” shall have the meaning set forth in ¶6.2(c) of this
6 Stipulation.

7 1.17 “Final,” means with respect to any order of the Court, including, without
8 limitation, the Judgment approving the Stipulation, that such order represents a final and binding
9 determination of all issues within its scope and is not subject to further review on appeal or
10 otherwise. Without limitation, an order becomes “Final” when the last of the following shall
11 occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal
12 Rule of Civil Procedure 59(e) has passed without any such motion having been filed; (ii) the
13 expiration of the time in which to appeal the Judgment has passed without any appeal having been
14 taken, which date shall be deemed to be thirty (30) days following the entry of the Judgment,
15 unless the date to take such an appeal shall have been extended by Court order or otherwise (in
16 which case the date for purposes of this Stipulation shall be deemed to be the next business day
17 after such date), or unless the thirtieth (30th) day falls on a weekend or a Court holiday, in which
18 case the date for purposes of this Stipulation shall be deemed to be the next business day after
19 such thirtieth (30th) day; (iii) if a motion to alter or amend the Judgment is timely filed, the motion
20 is denied; and (iv) if an appeal is taken, either: (a) the appeal has been dismissed and the time, if
21 any, for commencing any further appeal has expired; or (b) the Judgment has been affirmed in its
22 entirety and the time, if any, for commencing any further appeal has expired. For purposes of this
23 paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ or request
24 for judicial review that may be filed in connection with approval or disapproval of this Settlement,
25 but shall not include any appeal that concerns only the Court’s award of attorneys’ fees or
26 expenses, the Plan of Allocation of the Net Settlement Fund, or the procedures for determining
27 Authorized Claimants’ recognized claims.

1 1.18 “Final Approval Hearing” means the hearing pursuant to Fed. R. Civ. P. 23(e)(2)
2 to determine whether the proposed Settlement embodied by this Stipulation is fair, reasonable,
3 and adequate to the Settlement Class, and whether the Court should enter a Judgment approving
4 the proposed Settlement.

5 1.19 “Judgment” means the proposed judgment to be rendered by the Court,
6 substantially in the form attached hereto as Exhibit B, or such other substantially similar form
7 mutually agreed upon by the Parties.

8 1.20 “Lead Counsel” means Bleichmar Fonti & Auld LLP.

9 1.21 “Litigation” means the civil action captioned *Peters v. Twist Bioscience Corp., et*
10 *al.*, No. 5:22-cv-08168-EKL, pending in the United States District Court for the Northern District
11 of California.

12 1.22 “Long-Form Notice” shall have the meaning set forth in ¶4.1 of this Stipulation.

13 1.23 “Net Settlement Fund” shall have the meaning set forth in ¶6.2(d) of this
14 Stipulation.

15 1.24 “Notice” shall have the meaning set forth in ¶4.1 of this Stipulation.

16 1.25 “Notice and Administration Costs” shall have the meaning set forth in ¶2.10 of
17 this Stipulation.

18 1.26 “Notice Order” means the preliminary approval order as entered by the Court for
19 mailing and publication of Notice.

20 1.27 “Parties” means, collectively, Plaintiff, on behalf of itself and each of the
21 Settlement Class Members, and Defendants.

22 1.28 “Party” means, individually, Plaintiff, on behalf of itself and each of the Settlement
23 Class Members, or any Defendant.

24 1.29 “Person” means a natural person, individual, corporation (including all divisions
25 and subsidiaries thereof), general or limited partnership, limited liability company, limited
26 liability partnership, joint venture or joint venturer, association, professional corporation, joint
27 stock company, estate, legal representative, trust, unincorporated association, government or any
28

1 political subdivision or agency thereof, and any business or legal entity, and their spouses,
2 domestic partners, heirs, executors, administrators, guardians, conservators, predecessors,
3 successors, agents, trustees, estates, representatives, or assignees.

4 1.30 “Plaintiff” means Lead Plaintiff Policemen’s Annuity and Benefit Fund of
5 Chicago.

6 1.31 “Plaintiff’s Counsel” means Lead Counsel and Kehoe Law Firm P.C.

7 1.32 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund
8 whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of
9 expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such
10 attorneys’ fees, expenses, and interest as may be awarded by the Court, and any award to Plaintiff.
11 Any Plan of Allocation is not part of this Stipulation and Defendants and their Related Parties
12 shall have no responsibility therefor or liability with respect thereto.

13 1.33 “Proof of Claim” shall have the meaning set forth in ¶5.3 of this Stipulation.

14 1.34 “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C.
15 § 77z-1 *et seq.* and 15 U.S.C. § 78u-4 *et seq.*, as amended.

16 1.35 “Related Parties” means each of a Party’s past or present directors, officers,
17 employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders,
18 members, agents, administrators, attorneys, accountants, auditors, bankers, underwriters, advisors
19 (including financial or investment advisors), consultants, commercial bankers, entities providing
20 fairness opinions, personal or legal representatives, predecessors, successors, direct and/or
21 indirect parents, subsidiaries, divisions, joint ventures or joint venturers, general or limited
22 partnerships, limited liability partnerships, limited liability companies, members, executors,
23 trustees, trusts, affiliates, assigns and assignees, spouses, heirs, estates, related or affiliated
24 entities, any entity in which the Party has a majority interest, any member of a Defendant’s
25 immediate family, any trust of which a Party is the settlor or which is for the benefit of a Party
26 and/or any member of a Defendant’s immediate family, any entity in which a Party and/or any
27

1 member of a Defendant's immediate family has or had a majority interest (directly or indirectly),
2 and the Underwriters.

3 1.36 "Released Claims" means any and all claims (including Unknown Claims as
4 defined in ¶1.51 hereof), rights, demands, losses, suits, debts, obligations, damages, judgments,
5 controversies, liabilities, or causes of action of every nature and description whatsoever, in law,
6 equity, or otherwise (including, but not limited to, any claims for damages, interest, attorneys'
7 fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether
8 asserted or unasserted, accrued or unaccrued, fixed or contingent, whether arising under federal,
9 state, local, common, or foreign law, or any other law, rule, or regulation, whether class or
10 individual in nature, to the fullest extent that the law permits their release in this Litigation against
11 any of the Defendants or their Related Parties, which arise out of, are based on, or relate to in any
12 way, directly or indirectly, to both: (i) the allegations, acts, transactions, facts, events, matters,
13 occurrences, disclosures, statements, filings, events, representations, or omissions involved, set
14 forth, alleged, or referred to in the Complaint, Amended Complaint, or the Litigation, or which
15 could have been alleged in the Litigation; and (ii) the purchase, sale, holding, or other acquisition,
16 disposition, or holding of Twist common stock during the Class Period. Released Claims also
17 include any and all claims (including Unknown Claims as defined in ¶1.51 hereof), rights,
18 demands, losses, suits, debts, obligations, damages, judgments, controversies, liabilities, or causes
19 of action of every nature and description whatsoever, in law, equity, or otherwise (including, but
20 not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any
21 other costs, expenses, or liabilities whatsoever), whether asserted or unasserted, accrued or
22 unaccrued, fixed or contingent, whether arising under federal, state, local, common, or foreign
23 law, or any other law, rule, or regulation, whether class or individual in nature, which arise out
24 of, are based on, or relate to the institution, prosecution, or settlement of the Litigation or the
25 Released Claims against Defendants or their Related Parties. For the avoidance of doubt,
26 Released Claims do not include any claims: (i) that may be asserted derivatively against any
27 Defendant, including claims asserted in *Shumacher v. Leproust, et al.*, No. 1:23-cv-01048-UNA

1 (D. Del.) and any other pending derivative actions brought on behalf of Twist; (ii) that any
2 Defendant, and/or their Related Parties, may have against any other Defendant and/or their
3 Related Parties; (iii) any claims relating to the enforcement of the Settlement; and/or (iv) any
4 claims of any Person that submits a request for exclusion from the Settlement Class that is
5 accepted by the Court.

6 1.37 “Released Defendant Parties” means each and all of Defendants and each and all
7 of their respective Related Parties.

8 1.38 “Released Parties” means each and all of Defendants, each and all of their
9 respective Related Parties, Plaintiff, Settlement Class Members, and Plaintiff’s Counsel.

10 1.39 “Releases” means the releases set forth in ¶5.1 through ¶5.5 of this Stipulation.

11 1.40 “Settlement” means the resolution of the Litigation in accordance with the terms
12 and provisions of the Stipulation.

13 1.41 “Settlement Amount” means the principal amount of Seventeen Million Fifty
14 Thousand U.S. Dollars (\$17,050,000.00).

15 1.42 “Settlement Class” and “Settlement Class Members” mean, for the purpose of
16 settlement only, all Persons that purchased or otherwise acquired Twist’s common stock: (i) in
17 the December 2020 Offering pursuant to the 2020 Registration Statement, and were damaged
18 thereby; and/or (ii) between December 20, 2018 and November 15, 2022, both inclusive, and
19 were damaged thereby. Excluded from the Class are: (i) Defendants and any affiliates or
20 subsidiaries thereof; (ii) present and former officers and directors of Twist and their immediate
21 family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions
22 (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants’ liability insurance carriers, and any affiliates or
23 subsidiaries thereof; (iv) any entity in which any Defendant had or has had a controlling interest;
24 (v) Twist’s employee retirement and benefit plan(s); and (vi) the legal representatives, heirs,
25 estates, agents, successors, or assigns of any person or entity described in the preceding five
26 categories. Also excluded from the Settlement Class are those Persons who timely and validly
27 request exclusion from the Settlement Class pursuant to the requirements set by the Court.

1 1.43 “Settlement Fund” means the Settlement Amount, plus any accrued interest earned
2 thereon.

3 1.44 “Stipulation” means this Stipulation of Settlement, including the recitals and
4 Exhibits hereto.

5 1.45 “Summary Notice” shall have the meaning set forth in ¶4.1 of this Stipulation.

6 1.46 “Supplemental Agreement” shall have the meaning set forth in ¶8.4 of this
7 Stipulation.

8 1.47 “Taxes” means all taxes (including any estimated taxes, interest or penalties)
9 arising with respect to the income earned by the Settlement Fund.

10 1.48 “Tax Expenses” means expenses and costs incurred in connection with the
11 calculation and payment of taxes or the preparation of tax returns and related documents,
12 including, without limitation, expenses of tax attorneys and/or accountants and mailing and
13 distribution costs and expenses relating to filing (or failing to file) the returns described in ¶2.11
14 hereof.

15 1.49 “Twist” or the “Company” means Twist Bioscience Corporation.

16 1.50 “Underwriters” means collectively J.P. Morgan Securities LLC, Goldman Sachs
17 & Co. LLC, Cowen and Company, LLC, Evercore Group L.L.C., and Robert W. Baird & Co. Inc.

18 1.51 “Unknown Claims” means collectively any and all Released Claims of every
19 nature and description that any Party, any Party’s Related Parties, or any Settlement Class
20 Member does not know or suspect to exist in his, her, or its favor which, if known by such Person
21 at the time of the Releases of the Released Parties, would or might have affected such Person’s
22 settlement or decisions with respect to the Settlement (including, but not limited to, the Releases
23 of the Released Parties or the decision not to object to or opt out of this Settlement).

24 **2. The Settlement**

25 **a. The Settlement Fund**

26 2.1 In consideration of the terms of the Stipulation, the Settlement Amount of
27 \$17,050,000.00 USD shall be paid by Defendants and/or Defendants’ insurers, on behalf of
28

1 Defendants, by wire transfer into an Escrow Account controlled by Lead Counsel. Defendants
2 shall pay or shall cause their insurance carriers to pay, the Settlement Amount into the Escrow
3 Account within thirty (30) business days of: (i) preliminary approval; and (ii) receipt by
4 Defendants' Counsel of complete payment instructions, including a W-9, telephone and email
5 contact information of a person with knowledge who verbally can confirm the wiring instructions,
6 and a physical address for the designated recipient of the payment, and any other information
7 reasonably requested to effectuate payment into the Account ("Payment Date"). Defendants
8 and/or Defendants' insurers' failure to timely pay the Settlement Amount shall result in the
9 accrual of interest on any unpaid amount at the then-current rate of interest on the T-bill maturing
10 90 days after the Payment Date.

11 2.2 In addition, if the entire Settlement Amount is not timely paid to the Escrow
12 Account pursuant to the above, Lead Counsel may terminate the settlement but only if
13 (a) Lead Counsel has notified Defendants' Counsel in writing of their intention to terminate the
14 settlement, and (b) the entire Settlement Amount is not transferred to the Escrow Account within
15 five (5) calendar days after Lead Counsel has provided such written notice. For the avoidance of
16 doubt, the remedy set forth in this ¶2.2 is not the exclusive remedy for any failure to pay the
17 Settlement Amount in the time prescribed in ¶2.1, and nothing in this ¶2.2 shall affect the
18 Defendants' obligations under ¶2.1 to pay the Settlement Amount within the time prescribed in
19 ¶2.1 or to pay interest on any amount not timely paid for each day after the deadline that such
20 amount is not paid.

21 2.3 The Settlement Amount is an all-in number, meaning it shall include, among other
22 things, payment for all Plaintiff's Counsel's attorneys' fees, administration costs, expenses, class
23 member benefits, costs of administration and notice, and reimbursement of Plaintiff's time and
24 expenses pursuant to the PSLRA, as well as any other costs, expenses, or fees of any kind
25 whatsoever associated with the resolution of this matter. Except as provided in ¶4.5, Defendants
26 and their Related Parties shall have no obligation whatsoever to pay any additional amounts
27 beyond the Settlement Amount.

1 2.4 The payment described in ¶2.1 is the only payment to be made by or on behalf of
2 Defendants of any kind in connection with this Settlement (except with respect to CAFA notice
3 pursuant to ¶4.5 below).

4 2.5 Subject to applicable law, Defendants and their insurers' obligation to pay the
5 Settlement Amount shall not be stayed or affected in any way by the commencement by or against
6 any Defendant, or any of Defendants' insurers, of a case or proceeding under Title 11 of the
7 United States Code (including Chapter 15 thereunder) or any foreign equivalent, any foreign or
8 state insolvency or receivership law, or any foreign or state law relating to general assignment for
9 the benefit of creditors, composition, marshaling, or other similar arrangements and procedures.
10 The commencement of any such case or proceeding shall not operate to stay, terminate, cancel,
11 suspend, excuse, delay, impede, or otherwise interfere with or impair (i) the rights, if any, of
12 Plaintiff, Plaintiff's Counsel, or Settlement Class Members to receive payments from the
13 Settlement Fund pursuant to this Stipulation, or (ii) the duties of the Escrow Agent under this
14 Stipulation, including but not limited to the Escrow Agent's obligation to release the Settlement
15 Fund from escrow consistent with this Stipulation.

16 **b. The Escrow Agent**

17 2.6 The Escrow Agent, with Lead Counsel's prior written consent, shall invest the
18 Settlement Amount deposited pursuant to ¶2.1 hereof in United States Agency or Treasury
19 securities or other instruments backed by the full faith and credit of the United States Government
20 or an agency thereof, or fully insured by the Federal Deposit Insurance Corporation or the United
21 States Government or an agency thereof, and shall reinvest the proceeds of these instruments as
22 they mature in other such instruments at their then-current market rates. The Settlement Fund
23 shall bear all costs and risks related to the investments of the Settlement Amount.

24 2.7 The Escrow Agent shall not disburse the Settlement Fund except as provided in
25 this Stipulation, by an order of the Court, or at the direction of Lead Counsel in accordance with
26 the terms of this Stipulation.

1 2.8 Subject to further order and/or direction as may be made by the Court, the Escrow
2 Agent is authorized to execute such transactions as are consistent with the terms of the Stipulation.
3 Defendants and their Related Parties shall have no responsibility for, interest in, or liability
4 whatsoever with respect to, any action, omission, or determination of the Escrow Agent or any
5 designees or agents thereof; or any transaction executed by the Escrow Agent or any designees
6 or agents thereof.

7 2.9 All funds held by the Escrow Agent shall be deemed and considered to be in
8 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such
9 time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the
10 Court.

11 2.10 Notwithstanding the fact that the Effective Date has not yet occurred,
12 Lead Counsel may use up to \$150,000 from the Settlement Fund to pay the costs and expenses
13 reasonably and actually incurred in connection with providing notice to the Settlement Class,
14 locating Settlement Class Members, administering and distributing the Net Settlement Fund to
15 Authorized Claimants and processing Proofs of Claim (“Notice and Administration Costs”). Prior
16 to the Effective Date, payment of any Notice and Administration Costs exceeding \$150,000 shall
17 be paid from the Settlement Fund only upon prior approval of the Court or written agreement of
18 the Parties. Subsequent to the Effective Date, Lead Counsel may pay all further Notice and
19 Administration Costs actually incurred from the Settlement Fund without further order of the
20 Court or agreement of the Parties. In the event that the Effective Date does not occur because
21 there is a failure of a condition set forth in ¶8.1, any money paid or incurred for the above
22 purposes, including any related fees, shall not be returned or repaid to the original funding entity.
23 Defendants and their Related Parties are not responsible for, and shall not be liable for, any costs
24 incurred in connection with providing notice to the Settlement Class, locating Settlement Class
25 Members, administering and distributing the Settlement Fund, or processing Proofs of Claim.

1 **c. Taxes**

2 2.11 (a) The Parties and the Escrow Agent agree to treat the Settlement Fund as
3 being at all times a “qualified settlement fund” within the meaning of Treasury Regulation
4 § 1.468B-1. In addition, Lead Counsel shall timely make such elections as necessary or advisable
5 to carry out the provisions of this ¶2.11, including the “relation-back election” (as defined in
6 Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made
7 in compliance with the procedures and requirements contained in such regulations. It shall be the
8 responsibility of Lead Counsel to timely and properly prepare and deliver the necessary
9 documentation for signature by all necessary parties, and thereafter to cause the appropriate filing
10 to occur.

11 (b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended,
12 and the regulations promulgated thereunder, the “administrator” shall be Lead Counsel.
13 Lead Counsel shall timely and properly file all informational and other tax returns necessary or
14 advisable with respect to the Settlement Fund (including, without limitation, the returns described
15 in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the election described in ¶2.11(a)
16 hereof) shall be consistent with this ¶2.11(b) and in all events shall reflect that all Taxes (including
17 any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be
18 paid out of the Settlement Fund as provided in ¶2.11(c) hereof.

19 (c) All (i) Taxes (including any estimated Taxes, interest, or penalties) arising with
20 respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that
21 may be imposed upon Defendants and their Related Parties with respect to any income earned by
22 the Settlement Fund for any period during which the Settlement Fund does not qualify as a
23 “qualified settlement fund” for federal or state income tax purposes, and (ii) Tax Expenses shall
24 be paid out of the Settlement Fund. In no event shall Defendants or their Related Parties have
25 any responsibility for, or liability whatsoever with respect to, the Taxes or the Tax Expenses.
26 Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration
27 of the Settlement Fund and shall be timely caused by Lead Counsel to be paid out of the

1 Settlement Fund without prior order from the Court. Lead Counsel shall be obligated
2 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized
3 Claimants any funds necessary to pay such amounts, including the establishment of adequate
4 reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be
5 withheld under Treasury Regulation § 1.468B-2(1)(2)). Defendants and their Related Parties are
6 not responsible therefor, nor shall they have any liability with respect thereto. The Parties agree
7 to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the
8 extent reasonably necessary to carry out the provisions of this paragraph.

9 (d) Except as required by ¶2.1 concerning payment of the Settlement Amount and
10 subject to this ¶2.11, Defendants and their Related Parties shall have no responsibility for, interest
11 in, or liability whatsoever with respect to: Taxes, Tax Expenses, Notice and Administration Costs,
12 locating Settlement Class Members, assisting with the filing of claims, administering and
13 distributing the Net Settlement Fund to Authorized Claimants, processing Proofs of Claim, or
14 paying escrow fees and costs.

15 **d. Termination of the Settlement**

16 2.12 If the Effective Date does not occur because there is a failure of a condition set
17 forth in ¶8.1, the Settlement Amount, including accrued interest, less the expenses and Taxes or
18 Tax Expenses described in ¶¶2.10 and 2.11 hereof actually incurred, shall be refunded by the
19 Escrow Agent in accordance with the procedures set forth in ¶8.5.

20 **3. Certification of the Settlement Class**

21 3.1 Solely for purposes of this Settlement, and subject to approval by the Court, the
22 Parties agree that the Settlement Class shall be certified and Plaintiff and Lead Counsel shall be
23 appointed as representatives of the Settlement Class pursuant to Federal Rule of Civil Procedure
24 23. Should certification of the Settlement Class be denied, or should any court amend the scope
25 of the Settlement Class, each of the Parties shall have the right (exercisable, if at all, only by
26 written notice to the other Parties within 10 days after the exercising Party receives written notice
27 of any such ruling) to terminate this Stipulation, in which case the provisions of ¶8.5 shall apply.

1 If for any reason final approval of the Settlement is denied or reversed and such denial or reversal
2 becomes Final, then the certification of the Settlement Class shall become null and void without
3 further order of the Court or any other court, the Parties shall be restored to their respective
4 positions in the Litigation as of March 31, 2026, and neither the certification of the Settlement
5 Class nor any position taken or not taken by Defendants in connection therewith shall operate as
6 an admission pertaining to, or be admissible in connection with, any subsequent class certification
7 proceedings.

8 **4. Notice Order and Final Approval Hearing**

9 4.1 By no later than April 30, 2026, Plaintiff shall submit the Stipulation together with
10 its Exhibits to the Court and shall apply for entry of the Notice Order, substantially in the form of
11 Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set
12 forth in the Stipulation, and approval for mailing a settlement notice (“Notice”), substantially in
13 the form of Exhibit A-1 attached hereto, dissemination of a Long-Form Notice of Pendency and
14 Proposed Settlement of Class Action (“Long-Form Notice”), substantially in the form of Exhibit
15 A-2 attached hereto, through a dedicated website (the “Settlement Website”), and publication of
16 a summary notice (“Summary Notice”), substantially in the form of Exhibit A-4 attached hereto.
17 The Notice shall include the general terms of the Settlement set forth in the Stipulation, the
18 proposed Plan of Allocation, the general terms of the Fee and Expense Application as defined in
19 ¶7.1 below, the deadline to opt out of the Settlement Class and to object to the Settlement, and
20 the date of the Final Approval Hearing.

21 4.2 For purposes of identifying and providing notice to the Settlement Class, within
22 ten (10) business days of filing this Stipulation with the Court, Twist shall provide, or shall cause
23 its securities transfer agent to provide, to Lead Counsel and the Claims Administrator, at no cost
24 to Plaintiff, Plaintiff’s Counsel or the Settlement Class, to the extent available to Twist, record
25 shareholder lists, in electronic form, containing the names and addresses of all persons or
26 custodians acting on their behalf (or both persons and custodians, where available), as appropriate
27 for providing notice to the Settlement Class.

1 4.3 In accordance with the schedule set forth in the Notice Order, Lead Counsel shall
2 cause the Notice to be emailed or mailed where email addresses are not available, by the Claims
3 Administrator to all shareholders of records, or nominees, who can be identified through
4 reasonable efforts. The Long-Form Notice and Proof of Claim shall also be posted on the
5 Settlement Website. In accordance with the schedule set forth in the Notice Order, the Summary
6 Notice will also be published once over a national newswire service. The cost of providing such
7 notice shall be paid out of the Settlement Fund.

8 4.4 Not later than seven (7) calendar days prior to the Final Approval Hearing, Lead
9 Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or
10 declaration, of such emailing, mailing, and publication.

11 4.5 Pursuant to 28 U.S.C. § 1715, Defendants shall be responsible for compliance with
12 any Class Action Fairness Act notice requirements (including the costs of compliance) and shall
13 take steps to comply with such notice requirements in as expeditious a manner as possible
14 (including without limitation by serving the notice required under 28 U.S.C. § 1715 within ten
15 days of filing the Stipulation and motion for preliminary approval) so as to not cause delay in the
16 scheduling of a final settlement approval hearing.

17 4.6 At least seven (7) calendar days before the Final Approval Hearing, Defendants
18 shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or
19 declaration, regarding compliance with the notice requirements of CAFA.

20 4.7 Lead Counsel shall request that after notice is given and not earlier than ninety
21 (90) calendar days after the later of the dates on which the appropriate Federal official and the
22 appropriate State officials are provided with notice pursuant to CAFA as set forth in ¶4.5 above,
23 the Court hold a Final Approval Hearing and approve the Settlement of the Litigation as set forth
24 herein. At or after the Final Approval Hearing, Lead Counsel also shall request that the Court
25 approve the proposed Plan of Allocation and the Fee and Expense Application.

1 **5. Releases**

2 5.1 Defendants’ obligations incurred pursuant to this Stipulation are in consideration
3 of: (i) the full and final disposition of the Litigation as against all Defendants; (ii) the Releases
4 provided for herein; and (iii) all other terms contained herein.

5 5.2 Upon the Effective Date, without any further action by anyone, Plaintiff (for and
6 on behalf of itself and its Related Parties) and the Settlement Class Members shall be deemed to
7 have, and by operation of law and the Judgment shall have, fully, finally, and forever released,
8 relinquished, compromised, settled, resolved, waived, discharged, and dismissed on the merits
9 with prejudice all Released Claims (including, without limitation, Unknown Claims) against
10 Defendants and their Related Parties (including Defendants’ Counsel). All such Releases shall
11 be effective whether or not any Settlement Class Member executes and delivers a Proof of Claim
12 or participates in the Settlement Fund.

13 5.3 The Proof of Claim and Release form (“Proof of Claim”) to be executed by
14 Settlement Class Members shall release all Released Claims against Defendants and their Related
15 Parties and shall be substantially in the form contained in Exhibit A-3 attached hereto; provided,
16 however, that the failure of a Settlement Class Member to submit such Proof of Claim shall have
17 no effect on the provisions of the foregoing, inclusive, which shall remain in full force and effect
18 as to each of the Settlement Class Members irrespective of any lack of submission of a Proof of
19 Claim.

20 5.4 Upon the Effective Date, Plaintiff, each of Plaintiff’s Related Parties, each of the
21 Settlement Class Members, and anyone claiming through, under, or on behalf of any of them, are
22 and shall be forever barred and enjoined from commencing, instituting, intervening in,
23 prosecuting, or continuing to prosecute any action or proceeding in any court of law or equity,
24 arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the
25 Released Claims against any of the Defendants and/or their Related Parties, and each of them.

26 5.5 Upon the Effective Date, without any further action by anyone, Defendants (for
27 and on behalf of themselves and their respective Related Parties) shall be deemed to have, and by
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1 operation of law and the Judgment shall have, fully, finally, and forever released, relinquished,
2 compromised, settled, resolved, waived, and discharged Plaintiff, Plaintiff's Related Parties
3 (including Plaintiff's Counsel), and Settlement Class Members from all Released Claims
4 (including, without limitation, Unknown Claims) arising out of, relating to, or in connection with
5 the institution, prosecution, assertion, settlement or resolution of: (i) the Litigation; or (ii) the
6 Released Claims, except for those claims brought to enforce the Settlement.

7 5.6 The releases and waivers contained in this section were separately bargained for
8 and are essential elements of this Stipulation and the Settlement.

9 5.7 Notwithstanding the provisions of this Section 5, the Releases herein do not
10 include any claims: (i) that may be asserted derivatively against or on behalf of any Defendant,
11 including claims asserted in *Shumacher v. Leproust, et al.*, No. 1:23-cv-01048-UNA (D. Del.)
12 and any other pending derivative actions brought on behalf of Twist; (ii) that any Defendant,
13 and/or their Related Parties, may have against any other Defendant and/or their Related Parties;
14 and/or (iii) any claims relating to the enforcement of the Settlement.

15 5.8 With respect to any and all Released Claims, the Parties stipulate and agree that,
16 upon the Effective Date, the Parties (for and on behalf of themselves and their respective Related
17 Parties) shall expressly waive, and each of the Settlement Class Members shall be deemed to have
18 waived, and by operation of the Judgment shall have expressly waived, the provisions, rights, and
19 benefits of California Civil Code § 1542 and any and all provisions, rights, and benefits conferred
20 by the law of any state or territory or other jurisdiction or principle of common law or foreign law
21 that is similar, comparable, or equivalent to California Civil Code § 1542. Section 1542 provides:

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

26 The Parties, their respective Related Parties, and Settlement Class Members may hereafter
27 discover facts in addition to or different from those which he, she, they, or it now knows or
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1 believes to be true with respect to the subject matter of the Released Claims. Nevertheless, upon
2 the Effective Date, the Parties (for and on behalf of themselves and their respective Related
3 Parties) nevertheless shall expressly fully, finally, and forever settle and release, and each
4 Settlement Class Member shall be deemed to have, and by operation of the Judgment shall have,
5 fully, finally, and forever settled and released, any and all Released Claims, known or unknown,
6 suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
7 which now exist, or heretofore have existed, upon any theory of law or equity now existing or
8 coming into existence in the future, including, but not limited to, conduct which is negligent,
9 intentional, with or without malice, or a breach of any duty, law or rule, without regard to the
10 subsequent discovery or existence of such different or additional facts. The Parties (on behalf of
11 themselves and their respective Related Parties) acknowledge, and Settlement Class Members
12 shall be deemed by operation of law (including by operation of the Judgment) to have
13 acknowledged, that the waivers in this ¶5.8 were separately bargained for and are a key element
14 of the Settlement. The Parties acknowledge and agree that they have had the opportunity to
15 consult with counsel of their choice about the import of this ¶5.8 and the waivers herein, and that
16 the Parties nevertheless freely and voluntarily agree and assent to such ¶5.8 and the waivers
17 herein.

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

20 6.1 The Claims Administrator shall administer and calculate the claims submitted by
21 Settlement Class Members and shall oversee distribution of the Net Settlement Fund to
22 Authorized Claimants. The Claims Administrator will be subject to such supervision and
23 direction from the Court and/or Lead Counsel as may be necessary or as circumstances may
24 require. Defendants and their respective Related Parties shall have no responsibility for, or
25 interest whatsoever with respect to, the administration of the Settlement or the actions or decisions
26 of the Claims Administrator, and shall have no liability whatsoever to Plaintiff, Settlement Class
27 Members, or Lead Counsel, in connection with such administration, including, but not limited to:

1 (i) any act, omission, or determination by Lead Counsel, the Escrow Agent, and/or the Claims
2 Administrator, or any of their respective designees or agents, in connection with the
3 administration of the Settlement or otherwise; (ii) the management or investment of the
4 Settlement Fund or the Net Settlement Fund, or the distribution of the Net Settlement Fund;
5 (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any
6 claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in value
7 of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs
8 incurred with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

9 6.2 The Settlement Fund shall be applied as follows:

10 (a) to pay all the fees and expenses reasonably and actually incurred in connection
11 with providing notice, locating Settlement Class Members, assisting with the filing of claims,
12 administering and distributing the Net Settlement Fund to Authorized Claimants, processing
13 Proofs of Claim, and paying escrow fees and costs, if any;

14 (b) to pay the Taxes and Tax Expenses described in ¶2.11 hereof;

15 (c) to pay Plaintiff’s Counsel’s fees and expenses to the extent allowed by the Court
16 (the “Fee and Expense Award”) and to pay any award to Plaintiff pursuant to 15 U.S.C.
17 § 77z-1(a)(4) and/or 15 U.S.C. § 78u-4(a)(4) in connection with its representation of the
18 Settlement Class to the extent allowed by the Court; and

19 (d) after the Effective Date, to distribute the balance of the Settlement Fund
20 (the “Net Settlement Fund”) to Authorized Claimants as allowed by the Stipulation, the Plan of
21 Allocation, or the Court.

22 6.3 After the Effective Date, and in accordance with the terms of the Stipulation, the
23 Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary
24 or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized
25 Claimants, subject to and in accordance with the following.

26 6.4 Within ninety (90) calendar days after the mailing of the Notice or such other time
27 as may be set by the Court, each Person claiming to be an Authorized Claimant shall be required

1 to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of
2 Exhibit A-3 attached hereto, signed under penalty of perjury and supported by such documents
3 as are specified in the Proof of Claim.

4 6.5 Except as otherwise ordered by the Court, all Settlement Class Members who fail
5 to timely submit a Proof of Claim within the period specified herein, or such other period as may
6 be ordered by the Court or otherwise allowed, shall be forever barred from receiving any
7 payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other
8 respects be subject to and bound by the provisions of this Stipulation, the releases contained
9 herein, and the Judgment, and will be barred from bringing any action against the Released Parties
10 asserting, concerning, arising out of, or relating to the Released Claims. Notwithstanding the
11 foregoing, Lead Counsel shall have the discretion (but not the obligation) to accept late-submitted
12 claims, so long as distribution of the Net Settlement Fund to Authorized Claimants is not
13 materially delayed thereby, and Lead Counsel shall also have the discretion (but not the
14 obligation) to direct the Claims Administrator to waive what Lead Counsel deems to be
15 *de minimis* or formal or technical defects in any claims submitted. No Person shall have any
16 claim against Plaintiff, Plaintiff's Counsel, the Claims Administrator or any Settlement Class
17 Member by reason of the exercise or non-exercise of such discretion.

18 6.6 Each Proof of Claim shall be submitted to and reviewed by the Claims
19 Administrator, under the supervision of Lead Counsel, who shall determine, in accordance with
20 this Stipulation and the approved Plan of Allocation, the extent, if any, to which each claim shall
21 be allowed, subject to the review by the Court pursuant to ¶6.8 below.

22 6.7 Proofs of Claim that do not meet the submission requirement may be rejected.
23 Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall
24 communicate with the Claimant in writing to give the Claimant the chance to remedy any curable
25 deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision
26 of Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose claims the
27 Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth

1 the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be
2 rejected has the right to a review by the Court if the Claimant so desires and complies with the
3 requirements of ¶6.8 below.

4 6.8 If any Claimant whose timely claim has been rejected in whole or in part based on
5 a curable deficiency desires to contest such rejection, the Claimant must, within twenty (20)
6 calendar days after the mailing of the notice required in ¶6.7 above (or within such other period
7 as may be specified by the Claims Administrator if the claim was untimely), serve upon the
8 Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for
9 contesting the rejection along with any supporting documentation, and requesting a review thereof
10 by the Court. Failure to timely service this notice, statement, and documentation shall be deemed
11 a waiver of the ability to further contest any such rejection. If the Claim is still rejected after the
12 Claimant provides the required notice, the Settlement Class Member must move the Court within
13 twenty (20) days to have the Claim accepted by Lead Counsel and the Claims Administrator; this
14 deadline may be extended at Lead Counsel's discretion to facilitate resolving any disputes before
15 their presentation to the Court.

16 6.9 Each Claimant shall be deemed to have submitted to the jurisdiction of the Court
17 with respect to the Claimant's claim, including, but not limited to, all releases provided for herein
18 and in the Judgment. All proceedings with respect to the administration, processing, and
19 determination of claims, and the determination of all controversies relating thereto, including
20 disputed questions of law and fact with respect to the validity of claims, shall be subject to the
21 jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment.
22 All Settlement Class Members, other Claimants, and Parties to this Settlement expressly waive
23 trial by jury (to the extent any such right may exist) and any right of appeal or review with respect
24 to such determinations.

25 6.10 Following the Effective Date, the Net Settlement Fund shall be distributed to
26 Authorized Claimants substantially in accordance with a Plan of Allocation to be described in the
27 Notice and approved by the Court. If there is any balance remaining in the Net Settlement Fund
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1 after a reasonable period of time after the date of distribution of the Net Settlement Fund (whether
2 by reason of tax refunds, uncashed checks or otherwise), the Claims Administrator shall, if
3 feasible, reallocate such balance (which may occur on multiple occasions) among Authorized
4 Claimants who negotiated the checks sent in the initial distribution and who would receive a
5 minimum of \$10.00. These redistributions shall be repeated so long as they are economically
6 feasible and the balance remaining in the Net Settlement Fund is *de minimis*. Any balance that
7 still remains in the Net Settlement Fund after such reallocation(s) and payments, which is not
8 feasible or economical to reallocate, shall be donated to the Gladstone Institutes, which is a non-
9 profit, 501(c)(3) charitable organization serving the public interest in or around the Northern
10 District of California, and unaffiliated with the Parties or their counsel.

11 6.11 This Settlement is not a claims-made settlement. Upon the occurrence of the
12 Effective Date, each of the Released Defendant Parties and any Person or entity which paid any
13 portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or
14 any portion thereof for any reason whatsoever. The Released Parties shall have no responsibility
15 for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund,
16 the Plan of Allocation, the determination, administration, or calculation of claims, the payment
17 or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. For the
18 avoidance of doubt, the Released Defendant Parties (including the Underwriters) are not
19 Settlement Class Members, cannot submit claims in the Settlement, and shall have no ability to
20 recover any funds from the Settlement.

21 6.12 No Person shall have any claim against Plaintiff, Plaintiff's Counsel, the Released
22 Parties, the Claims Administrator, or any other entity designated by Lead Counsel based on
23 distributions made substantially in accordance with the Stipulation and the Settlement contained
24 herein, the Plan of Allocation, or further order(s) of the Court (and no Person shall have any such
25 claim against Defendants or any of Defendants' Related Parties whether or not distributions are
26 made substantially in accordance with the Stipulation and the Settlement contained herein, the
27 Plan of Allocation, or further order(s) of the Court). This does not include any claim by any Party
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1 for breach of this Stipulation. It is understood and agreed by the Parties that any proposed Plan of
2 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an
3 Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be
4 considered by the Court separately from the Court's consideration of the fairness, reasonableness,
5 and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating
6 to the Plan of Allocation shall not operate to terminate this Stipulation or affect or delay the
7 finality of the Court's Judgment approving this Stipulation and the Settlement set forth herein
8 (including the Releases contained herein), or any other orders entered pursuant to this Stipulation.

9 **7. Lead Counsel's Fees and Expenses**

10 7.1 Lead Counsel may submit an application or applications (the "Fee and Expense
11 Application") for distributions from the Settlement Fund for: (i) an award of attorneys' fees; plus
12 (ii) payment of expenses or charges in connection with prosecuting the Litigation; plus (iii) any
13 interest on such fees and expenses at the same rate and for the same time periods as earned by the
14 Settlement Fund (until paid), as may be awarded by the Court. In addition, Plaintiff may request
15 an award pursuant to 15 U.S.C. § 77z-1(a)(4) and/or 15 U.S.C. § 78u-4(a)(4) in connection with
16 its representation of the Settlement Class. Lead Counsel reserves the right to make additional
17 applications for distributions from the Settlement Fund for fees and expenses incurred.
18 The application or applications described in this paragraph are not the subject of any agreement
19 between Plaintiff and Defendants other than what is set forth in this Stipulation.

20 7.2 The Fee and Expense Award, as awarded by the Court, shall be paid to
21 Lead Counsel from the Settlement Fund, as ordered, immediately after the Court enters an order
22 awarding such fees and expenses, notwithstanding any pending appeals, subject to the joint and
23 several obligation of all counsel who receive any award of attorneys' fees and costs to make full
24 refunds or repayments to the Escrow Account plus interest earned thereon if the award is lowered
25 or the Settlement is disapproved by a Final order not subject to further review, within thirty (30)
26 days from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction.
27 Lead Counsel may allocate attorneys' fees and expenses among other Plaintiff's Counsel in a

1 manner in which it in good faith believes reflects the contributions of such counsel to the
2 institution, prosecution, and resolution of the Litigation. Lead Counsel, as a condition of
3 receiving the Fee and Expense Award, agrees that Lead Counsel's law firm and its respective
4 partners are subject to the jurisdiction of the Court for the purpose of enforcing this provision,
5 and are jointly and severally liable and responsible for any required repayment.

6 7.3 The procedure for and the allowance or disallowance by the Court of any Fee and
7 Expense Application are not part of the Settlement set forth in this Stipulation, and are to be
8 considered by the Court separately from the Court's consideration of the fairness, reasonableness,
9 and adequacy of the Settlement set forth in this Stipulation. Any order or proceeding relating to
10 the Fee and Expense Application, or any appeal from any order relating thereto or reversal or
11 modification thereof, shall not operate to terminate this Stipulation, or affect or delay the finality
12 of the Judgment approving the Stipulation and the Settlement of the Litigation set forth herein
13 (including the releases contained herein).

14 7.4 Defendants and their respective Related Parties shall not take any position
15 concerning, shall have no responsibility for, and shall have no liability whatsoever with respect
16 to, any Fee and Expense Application, the payment of any Fee and Expense Award to Lead
17 Counsel, and/or the allocation by Lead Counsel of any attorneys' fees or the Fee and Expense
18 Award among other Plaintiff's Counsel. Defendants, their respective Related Parties, and
19 Defendants' Counsel are not entitled to any award of fees or expenses from the Settlement Fund.

20 **8. Conditions of Settlement, Effect of Disapproval or Termination**

21 8.1 The Effective Date of this Stipulation shall be conditioned upon, and shall be
22 deemed to have occurred only upon, the occurrence or waiver of all of the following events:

23 (a) full execution of the Stipulation (including the exhibits thereto) and the
24 Supplemental Agreement;

25 (b) the Court has entered the Notice Order, as required by ¶4.1 hereof;

26 (c) the Settlement Amount has been deposited by Defendants and/or Defendants'
27 insurers into the Escrow Account, as required by ¶2.1 hereof;

1 (d) Defendants have not exercised their option to terminate the Stipulation pursuant
2 to ¶8.4 hereof;

3 (e) no Party has exercised any right to terminate the Stipulation under ¶3.1 and/or
4 ¶9.12 hereof;

5 (f) the Court has entered the Judgment, substantially in the form of Exhibit B attached
6 hereto, or such other substantially similar form mutually agreed to by the Parties; and

7 (g) the Judgment has become Final, as defined in ¶1.17 hereof.

8 8.2 Upon the occurrence of all of the events referenced in ¶8.1 hereof, any and all
9 remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any,
10 shall be absolutely and forever extinguished. This Stipulation shall be terminated subject to ¶8.5
11 hereof, unless the Parties mutually agree in writing to proceed with the Stipulation, if any of the
12 following occurs: (i) the Court declines to enter the Notice Order; (ii) subject to the provisions of
13 ¶¶2.1 and 2.2 above, the Settlement Amount is not timely deposited by Defendants and/or
14 Defendants' insurers into the Escrow Account; (iii) Defendants exercise their option to terminate
15 the Stipulation pursuant to ¶8.4 hereof; (iv) the Court declines to enter the Judgment substantially
16 in the form of Exhibit B attached hereto, or such other substantially similar form mutually agreed
17 to by the Parties; or (v) the Judgment does not become Final because it is reversed or materially
18 modified on appeal.

19 8.3 Any decision or proceeding, whether in this Court or any appellate court, with
20 respect to the Fee or Expense Application or with respect to any plan of allocation shall not be
21 considered material to the Settlement, shall not affect the finality of any Judgment and shall not
22 be grounds for termination of the Settlement.

23 8.4 If, prior to the Final Approval Hearing, Persons who otherwise would be
24 Settlement Class Members have timely and validly requested exclusion from the Settlement in
25 accordance with the provisions of the Notice Order and the Notice pursuant thereto, and if those
26 Persons collectively meet the criteria set forth in a separate agreement (the "Supplemental
27 Agreement") executed between Lead Plaintiff and Defendants, then Defendants shall have the
28

1 option to terminate this Stipulation and Settlement in accordance with the procedures set forth in
2 the Supplemental Agreement. The Parties shall not file the Supplemental Agreement with the
3 Court unless instructed to do so by the Court.

4 8.5 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate,
5 then within ten (10) business days after written notification of such event is sent by Defendants'
6 Counsel or Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest),
7 less any expenses and costs reasonably and actually incurred pursuant to ¶2.10 and Taxes and
8 Tax Expenses pursuant to ¶2.11 hereof, which have either been disbursed from the Settlement
9 Fund or are chargeable to the Settlement Fund pursuant to these provisions, shall be refunded by
10 the Escrow Agent based upon written instructions from Lead Counsel pursuant to written
11 instructions from Defendants' Counsel. At the request of Defendants' Counsel, Lead Counsel or
12 its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds,
13 after deduction of any fees or expenses incurred in connection with such application(s) for refund,
14 pursuant to written direction from Defendants' Counsel.

15 8.6 If the Effective Date does not occur because there is a failure of a condition set
16 forth in ¶8.1, the Parties shall be restored to their respective positions in the Litigation as of March
17 31, 2026. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶2.10-
18 2.12, 3.1, 8.1-8.2, 8.5-8.7, 9.4, 9.8, and 9.11-9.15 hereof, shall have no further force and effect
19 with respect to the Parties and shall not be used in this Litigation or in any other proceeding for
20 any purpose, and any judgment or order entered by the Court in accordance with the terms of the
21 Stipulation shall be treated as vacated, *nunc pro tunc*, and the Parties shall be deemed to return to
22 their status as of March 31, 2026. No order of the Court or modification or reversal on appeal of
23 any order of the Court concerning the Plan of Allocation or any Fee and Expense Award shall
24 constitute grounds for termination of the Stipulation.

25 8.7 If the Effective Date does not occur because there is a failure of a condition set
26 forth in ¶8.1, neither Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any
27 amounts disbursed for notice costs and Taxes and Tax Expenses pursuant to ¶¶2.10-2.11 hereof.

1 In addition, any expenses already incurred and chargeable pursuant to ¶¶2.10-2.11 hereof at the
2 time of such termination, but which have not been paid, shall be paid by the Escrow Agents in
3 accordance with the terms of the Stipulation prior to the remaining balance being refunded in
4 accordance with ¶¶2.12 and 8.5 hereof.

5 **9. Miscellaneous Provisions**

6 9.1 The Parties: (i) acknowledge that it is their intent to consummate this Settlement;
7 and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all
8 terms and conditions of the Stipulation and to exercise their reasonable best efforts to accomplish
9 the foregoing terms and conditions of the Stipulation.

10 9.2 Upon the payment of the Settlement Amount into the Escrow Account, (a) this
11 Stipulation shall not be, and shall not be deemed or considered to be, executory, as that term has
12 been interpreted under 11 U.S.C. § 365, and (b) no further obligations of any of the Defendants
13 pursuant to this Stipulation or any further effort or responsibility to defend against any appeal or
14 proceeding seeking judicial review of any order contemplated by this Stipulation shall render the
15 Settlement or all or any portion of this Stipulation executory, as that term has been interpreted
16 under 11 U.S.C. § 365.

17 9.3 The Parties intend this Settlement to be a final and complete resolution of all
18 disputes between them with respect to the Litigation. The Settlement compromises claims that
19 are contested and shall not be deemed an admission by any Party or any of the Released Parties
20 as to the merits of any claim or defense. Plaintiff and Plaintiff's Counsel maintain that at all
21 relevant times they have complied with Rule 11 of the Federal Rules of Civil Procedure.
22 Defendants and Defendants' Counsel maintain that at all relevant times they have complied with
23 Rule 11 of the Federal Rules of Civil Procedure. The Parties and their counsel agree that they
24 shall not assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure
25 relating to the institution, prosecution, defense, or settlement of this Litigation, and the Judgment
26 will contain a statement that during the course of the Litigation, the Parties and their respective
27 counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11 relating

1 to the institution, prosecution, defense, or settlement of this Litigation. In addition, Plaintiff shall
2 not make applications against Defendants and/or their counsel, and Defendants shall not make
3 applications against Plaintiff and/or Plaintiff's Counsel, for fees, costs, or sanctions in connection
4 with the Litigation. The Parties agree that the amount paid to the Settlement Fund and the other
5 terms of the Settlement were negotiated in good faith at arm's length by the Parties and reflect a
6 settlement that was reached voluntarily after consultation with competent legal counsel. The
7 Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any
8 contention made in any public forum regarding the Litigation, including that the Litigation was
9 brought or defended in bad faith or without a reasonable basis or that the claims asserted were
10 meritorious.

11 9.4 Neither the Stipulation nor the Settlement contained herein, nor any act performed
12 or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or
13 may be deemed to be or may be used as an admission of, or concession or evidence of, the validity
14 of any Released Claim, the truth of any fact alleged in the Litigation, the deficiency of any defense
15 that has been or could have been asserted in the Litigation, or of any alleged wrongdoing, liability,
16 negligence, or fault of any of the Defendants or any of their Related Parties; or (ii) is or may be
17 deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation
18 or omission, including with respect to any statement or written document attributed to, approved
19 or made by, any Defendant in any civil, criminal, or administrative proceeding in any court,
20 administrative agency, or other forum or tribunal. Defendants and their Related Parties may file
21 the Stipulation and/or the Judgment in any action that may be brought against them in order to
22 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
23 good faith settlement, judgment bar or reduction, or any other theory of, without limitation, claim
24 preclusion or issue preclusion or similar defense or counterclaim.

25 9.5 The Parties jointly request that the Judgment include the broadest bar order
26 permissible by law barring all future claims for contribution or indemnity (or any other claim or
27 claim-over, however denominated, for which the injury claimed is that person's or entity's alleged
28

1 liability to Plaintiff or Settlement Class Members) among and against Plaintiff, Plaintiff’s Related
2 Parties, any and all Settlement Class Members, Defendants, and Defendants’ Related Parties
3 arising out of the Litigation and Released Claims (“Bar Order”), provided, however, that the Bar
4 Order shall not preclude either (i) Defendants from seeking to enforce any rights they may have
5 under any applicable insurance policies or (ii) any right of indemnification or contribution that
6 Defendants may have under contract or otherwise. The Bar Order shall be consistent with, and
7 apply to the full extent of, the PSLRA.

8 9.6 The Released Parties are intended third-party beneficiaries of the Releases
9 contained in this Stipulation, and such Releases may be enforced by such Persons.

10 9.7 All agreements made and orders entered during the course of the Litigation
11 relating to the confidentiality of information shall survive this Stipulation, pursuant to their terms.

12 9.8 All of the Exhibits to the Stipulation as well as the Supplemental Agreement are
13 material and integral parts hereof and are fully incorporated herein by this reference.

14 9.9 This Stipulation shall not be construed more strictly against one Party than another
15 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one
16 of the Parties, it being recognized that it is the result of arm’s-length negotiations between the
17 Parties and that all Parties have contributed substantially and materially to the preparation of this
18 Stipulation. The canon that ambiguities shall be construed against the drafter, or against the party
19 that caused the ambiguity, shall not be applied.

20 9.10 If any disputes arise out of the finalization of the Settlement documentation or the
21 Settlement itself prior to Lead Plaintiff filing a motion for preliminary approval of the Settlement,
22 those disputes (after good faith attempts at resolution between the Parties) will be resolved by
23 Mediator Meyer, first by way of expedited telephonic mediation and, if unsuccessful, then by
24 final, binding, non-appealable resolution by the Mediator. The Parties shall each bear their own
25 costs, expenses, and attorneys’ fees in connection with any mediation or other resolution
26 proceedings set forth herein.

1 9.11 The Stipulation may be amended or modified only by a written instrument signed
2 by or on behalf of all Parties or their respective successors-in-interest.

3 9.12 Any Party may terminate this Stipulation if any court modifies a material term of
4 the Stipulation or of the proposed Judgment (including, for example, the definition of the
5 Settlement Class), in which case the provisions of ¶8.5 shall apply. Any such termination right
6 shall be exercised, if at all, only by written notice to the other Parties within 10 days after the
7 exercising Party receives written notice of any such ruling. Notwithstanding the foregoing, it
8 shall not be a basis to terminate the Settlement if the Court modifies any proposed Plan of
9 Allocation or criteria for allocation of the Net Settlement Fund amongst Authorized Claimants,
10 or the Plan of Allocation is modified on appeal. Nor shall it be a basis to terminate the Stipulation
11 if any court disapproves of or modifies the terms of this Stipulation with respect to attorneys' fees
12 or expenses or the distribution of the Net Settlement Fund. Notwithstanding any such
13 modification of the terms or Plan of Allocation or the Stipulation with respect to attorneys' fees
14 or expenses, Defendants and Defendants' insurers shall be entitled to all benefits of the Settlement
15 and shall not, under any circumstances, be called upon to contribute additional funds in addition
16 to the Settlement Fund.

17 9.13 The Stipulation and the Exhibits attached hereto and the Supplemental Agreement
18 constitute the entire agreement among the Parties hereto and no representations, warranties, or
19 inducements have been made to any Party concerning the Stipulation or its Exhibits or the
20 Supplemental Agreement other than the representations, warranties, and covenants contained and
21 memorialized in such documents. Except as otherwise provided herein, each Party shall bear its
22 own costs and attorneys' fees.

23 9.14 Lead Counsel, on behalf of the Settlement Class, is expressly authorized by
24 Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class
25 pursuant to the Stipulation to effectuate its terms and also is expressly authorized to enter into any
26 modifications or amendments to the Stipulation on behalf of the Settlement Class that it deems
27 appropriate.

1 9.15 Each counsel or other Person executing the Stipulation or any of its Exhibits on
2 behalf of any Party hereto hereby warrants that such Person has the full authority to do so.

3 9.16 The Stipulation may be executed in one or more counterparts, including by
4 signature transmitted by email in pdf format. Signatures sent by facsimile or electronically shall
5 be deemed originals. All executed counterparts and each of them shall be deemed to be one and
6 the same instrument. A complete set of executed counterparts shall be filed with the Court.

7 9.17 The Stipulation shall be binding upon, and inure to the benefit of, the successors
8 and assigns of the Parties hereto.

9 9.18 The Court shall retain jurisdiction with respect to implementation and enforcement
10 of the terms of the Stipulation, and all Parties hereto submit to the jurisdiction of the Court for
11 purposes of implementing and enforcing the Settlement embodied in the Stipulation.

12 9.19 The Stipulation and the Exhibits hereto shall be considered to have been
13 negotiated, executed, and delivered, and to be wholly performed, in the State of California, and
14 the rights and obligations of the Parties to the Stipulation shall be construed and enforced in
15 accordance with, and governed by, the internal, substantive laws of the State of California without
16 giving effect to any choice-of-law principles that would result in applying substantive laws other
17 than those of the State of California.

18 9.20 Pending approval of the Court of this Stipulation and its Exhibits, all non-
19 settlement-related proceedings in this Litigation shall be stayed and all Members of the Settlement
20 Class shall be barred and enjoined from prosecuting any of the Released Claims against any of
21 the Defendants and their Related Parties.

22 9.21 No waiver of any term or provision of this Stipulation, or of any breach or default
23 hereof or hereunder, shall be valid or effective unless in writing and signed by or on behalf of all
24 Parties or their respective successors-in-interest. No waiver of any term or provision of this
25 Stipulation, or of any breach or default hereof or hereunder, shall be construed as a waiver of the
26 same or any other term or provision or of any previous or subsequent breach thereof.

27 9.22 All notices, requests, demands, claims, and other communications hereunder shall
28

1 be in writing and shall be deemed duly given: (i) when delivered personally to the recipient or
2 delivered to the recipient by e-mail; (ii) one (1) business day after being sent to the recipient by
3 UPS for overnight delivery (charges prepaid); or (iii) five (5) business days after being mailed to
4 the recipient by certified or registered mail, return receipt requested and postage prepaid, and
5 addressed to the intended recipient as set forth below:

6 If to Lead Plaintiff or to Lead Counsel:

7 Joseph A. Fonti
8 George N. Bauer
9 Bleichmar Fonti & Auld LLP
10 300 Park Avenue, Suite 1301
11 New York, New York 10022
12 jfonti@bfalaw.com
13 gbauer@bfalaw.com

14 If to Defendants or Defendants' Counsel:

15 James N. Kramer
16 Orrick, Herrington & Sutcliffe LLP
17 405 Howard Street
18 San Francisco, CA 94105
19 jkramer@orrick.com

20 - and -

21 James C. Rutten
22 Achyut J. Phadke
23 Munger, Tolles & Olson LLP
24 350 South Grand Avenue, 50th Floor
25 Los Angeles, CA 90071-3426
26 james.rutten@mto.com
27 achyut.phadke@mto.com

28 9.23 None of the settlement terms or the fact of the settlement will be publicly disclosed
by Lead Plaintiff or Lead Counsel prior to the filing of a motion for preliminary approval of the
Settlement, provided, however, that if the Settlement is publicly disclosed by Defendants prior to
the filing of the motion for preliminary approval, Lead Plaintiff and Lead Counsel reserve the
right to address the disclosure and/or comments related thereto.

9.24 Unless otherwise provided, the Parties may agree in writing to reasonable
extensions of time to carry out any of the provisions of this Stipulation without further order of
the Court.

1 IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed,
2 by their duly authorized attorneys, dated April 30, 2026.

3
4 By: /s/ Joseph A. Fonti

BLEICHMAR FONTI & AULD LLP

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jfonti@bfalaw.com
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14 – and –

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20 *Lead Counsel for the Putative Class*

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Policemen's Annuity and Benefit Fund of
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ATTESTATION

I, George N. Bauer, am the ECF User whose ID and password are being used to file this Stipulation of Settlement and the accompanying exhibits. In compliance with Local Civil Rule 5-1(i)(3), I hereby attest that James N. Kramer and James C. Rutten have concurred with this filing.

/s/ George N. Bauer
George N. Bauer

STIPULATION EXHIBIT A

Proposed Notice Order

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly
Situating,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR CLASS NOTICE**

EXHIBIT A

Hon. Eumi K. Lee

1 WHEREAS, a class action is pending before the Court entitled *Peters v. Twist Bioscience*
2 *Corp., et al.*, Case No. 5:22-cv-08168-EKL (N.D. Cal.) (the “Litigation”);

3 WHEREAS, the Parties having made an application, pursuant to Federal Rule of Civil
4 Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, in
5 accordance with a Stipulation of Settlement, dated April 30, 2026 (the “Stipulation”), which,
6 together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed
7 Settlement of the Litigation and for dismissal of the Litigation on the merits and with prejudice
8 upon the terms and conditions set forth therein; and the Court having read and considered the
9 Stipulation and the Exhibits annexed thereto;

10 WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

11 WHEREAS, all defined terms contained herein shall have the same meanings as set forth
12 in the Stipulation, unless otherwise defined herein;

13 NOW, THEREFORE, IT IS HEREBY ORDERED:

14 1. **Preliminary Approval of the Settlement.** The Court does hereby preliminarily
15 approve the Stipulation and the Settlement set forth therein, subject to further consideration at the
16 Final Approval Hearing described below. Pursuant to Rule 23(e)(1) of the Federal Rules of Civil
17 Procedure, the Parties have shown that the Court will likely be able to approve the proposal under
18 Rule 23(e)(2) as being fair, reasonable, and adequate.

19 2. The Court preliminarily finds that the proposed Settlement should be approved as:
20 (i) the result of informed, extensive arm’s-length, and non-collusive negotiations between
21 experienced counsel, including mediation under the direction of an experienced mediator, Robert
22 A. Meyer of JAMS; (ii) eliminating risks to the Parties of continued litigation; (iii) falling within a
23 range of reasonableness warranting final approval; (iv) having no obvious deficiencies; and
24 (v) sufficiently fair, reasonable, and adequate to warrant notice of the proposed Settlement to
25 Settlement Class Members and further consideration of the Settlement at the Final Approval
26 Hearing described below. The Court further finds that the confidential agreement establishing the
27 conditions under which Defendants may terminate the Settlement is standard and has no negative
28 impact on the fairness of the Settlement.

1 3. Pending final determination of whether the Settlement should be approved, Lead
2 Plaintiff, its Related Parties, all Settlement Class Members, and each of them, and anyone who acts
3 or purports to act on their behalf, shall not institute, commence, or prosecute any action which
4 asserts Released Claims against Defendants and their Related Parties (other than continuing
5 proceedings related to the Settlement).

6 4. **Settlement Hearing.** A hearing (the “Final Approval Hearing”) shall be held before
7 this Court on _____, 2026 [at least one hundred and fifteen (115) calendar days from
8 the date of this Order], at __:___.m., in Courtroom 7, 4th Floor, Robert F. Peckham Federal
9 Building & United States Courthouse, 280 South 1st Street, San Jose, CA 95113.

10 (a) The purposes of the Final Approval Hearing shall be to: (i) determine
11 whether the proposed Settlement of the Litigation on the terms and conditions provided for in the
12 Stipulation is fair, reasonable, and adequate to the Settlement Class and should be approved by the
13 Court; (ii) determine whether a Judgment as defined in ¶1.19 of the Stipulation should be entered
14 herein; (iii) determine whether to dismiss the Litigation on the merits and with prejudice;
15 (iv) determine whether the Parties’ mutual releases of the Released Claims as set forth in the
16 Stipulation should be ordered, along with a permanent injunction barring efforts to prosecute any
17 Released Claims extinguished by the Settlement; (v) determine, for purposes of the Settlement only,
18 whether the Settlement Class should be finally certified, whether Plaintiff should be finally certified
19 as Settlement Class Representative for the Settlement Class, and whether Lead Counsel should be
20 finally appointed as Settlement Class Counsel for the Settlement Class; (vi) determine whether the
21 proposed Plan of Allocation for the Net Settlement Fund is fair and reasonable and should be
22 approved; (vii) consider Lead Counsel’s application for an award of attorneys’ fees and expenses
23 (which may include an application for awards to Plaintiff for reimbursement of its reasonable costs
24 and expenses directly related to its representation of the Settlement Class, pursuant to the Private
25 Securities Litigation Reform Act of 1995 (“PSLRA”)); (viii) consider Settlement Class Members’
26 responses to the Settlement, Plan of Allocation, or Lead Counsel’s or Plaintiff’s application(s); and
27 (ix) consider such other matters the Court deems appropriate.

1 (b) The Court may approve the proposed Settlement with such modifications as
2 the Parties may agree to, if appropriate, and with or without further notice to the Settlement Class
3 of any kind where to do so would not impair Settlement Class Members' rights under Rule 23 of
4 the Federal Rules of Civil Procedure and due process of law. The Court further reserves the right
5 to enter the Judgment approving the Settlement and dismissing the Amended Complaint, on the
6 merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded
7 attorneys' fees and/or expenses. The Court may also adjourn the Final Approval Hearing, decide
8 to hold the hearing remotely, or modify any of the dates herein without further individual notice to
9 members of the Settlement Class. Any such changes shall be posted on the website maintained by
10 the Claims Administrator.

11 **5. Class Certification.**

12 (a) Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court preliminarily
13 certifies, for purposes of effectuating this Settlement only, a Settlement Class comprised of all
14 Persons who purchased or otherwise acquired Twist common stock (a) in the December 2020
15 Offering pursuant to the 2020 Registration Statement, and were damaged thereby; and/or (b) during
16 the Class Period of December 20, 2018 through November 15, 2022, both inclusive, and were
17 damaged thereby. Excluded from the Settlement Class are: (i) Defendants and any affiliates or
18 subsidiaries thereof; (ii) present and former officers and directors of Twist and their immediate
19 family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions
20 (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants' liability insurance carriers, and any affiliates or
21 subsidiaries thereof; (iv) any entity in which any Defendant had or has had a controlling interest;
22 (v) Twist's employee retirement and benefit plan(s); and (vi) the legal representatives, heirs, estates,
23 agents, successors, or assigns of any person or entity described in the preceding five categories.
24 Also excluded from the Settlement Class are those Persons who timely and validly request
25 exclusion from the Settlement Class pursuant to the requirements set by the Court.

26 (b) Pursuant to Rule 23, and for purposes of settlement only, the Court hereby
27 preliminarily certifies Plaintiff as Settlement Class Representative and Bleichmar Fonti & Auld
28 LLP as Settlement Class Counsel.

1 6. **Settlement Class Findings.** With respect to the Settlement Class, the Court
2 preliminarily finds, for purposes of effectuating this Settlement only, that (i) the Members of the
3 Settlement Class are so numerous that joinder of all Settlement Class Members in the Litigation is
4 impracticable; (ii) there are questions of law and fact common to the Settlement Class which
5 predominate over any individual questions; (iii) the claims of Lead Plaintiff are typical of the claims
6 of the Settlement Class; (iv) Lead Plaintiff and Lead Counsel have fairly and adequately represented
7 and protected the interests of all Settlement Class Members; and (v) a class action is superior to
8 other available methods for the fair and efficient adjudication of the controversy, considering the
9 factors set out in Federal Rule of Civil Procedure 23(b)(3)(A)-(D).

10 7. **Approval of Form and Content of Notice.** The Court approves, as to form and
11 content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the
12 Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”),
13 the Proof of Claim and Release Form (the “Proof of Claim”), and the Summary Notice
14 (“Summary Notice”), annexed hereto as Exhibits A-1, A-2, A-3, and A-4, respectively, and finds
15 that they: (a) constitute the best notice to Settlement Class Members practicable under the
16 circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and
17 effect of the Settlement and to apprise Settlement Class Members of their right to object to the
18 proposed Settlement or to exclude themselves from the Settlement Class; (c) are reasonable and
19 constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and
20 (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including
21 Rules 23(c)-(e)), the Due Process Clause of the United States Constitution, 15 U.S.C. §78u-4(a)(7)
22 and 15 U.S.C. §77z-1(a)(7), as amended, and the rules of this Court.

23 8. **Retention of Claims Administrator and Manner of Notice.** Lead Counsel is
24 hereby authorized to retain Simpluris, Inc. (“Claims Administrator”) to supervise and administer
25 the notice procedure as well as the processing of claims as more fully set forth below:

26 (a) No later than _____, 2026 (the “Notice Date”) [a date that is
27 twenty-one (21) calendar days from the date of this Order], the Claims Administrator shall
28 commence mailing a copy of the Notice, substantially in the form annexed hereto, by First-Class

1 Mail to (i) all Settlement Class Members who can be identified with reasonable effort, and
2 (ii) brokers and nominees on the Claims Administrator’s list of brokers and nominees that
3 commonly hold securities for the benefit of investors. Further, on the Notice Date, the Notice,
4 Long-Form Notice, Proof of Claim, and the Stipulation and its Exhibits shall be posted on the
5 website to be established by the Claims Administrator for the purpose of providing information
6 concerning the Settlement to Settlement Class Members and for online claim submission by
7 Settlement Class Members;

8 (b) No later than _____, 2026 [a date that is fourteen (14) calendar
9 days from the date of this Order], the Claims Administrator shall cause the Summary Notice to be
10 published once in a national news publication, and once over a national newswire service; and

11 (c) On or before _____, 2026 [a date that is fourteen (14) calendar
12 days prior to the Final Approval Hearing], Lead Counsel shall cause to be served on Defendants’
13 Counsel and filed with the Court proof, by affidavit or declaration, of such mailing, publishing, and
14 posting of the Summary Notice.

15 9. All reasonable expenses incurred in identifying and notifying Settlement Class
16 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.
17 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,
18 neither Plaintiff nor Plaintiff’s Counsel shall have any obligation to repay any amounts incurred
19 and/or disbursed from the Settlement Fund in connection with administering the Settlement, as
20 provided in the Stipulation.

21 10. **Nominee Procedures.** The Claims Administrator shall use reasonable efforts to
22 give notice to nominee purchasers such as brokerage firms and other persons and entities that
23 purchased or otherwise acquired Twist common stock during the Class Period as record owners but
24 not as beneficial owners. Such nominees shall (a) send the Notice to such beneficial owners of
25 such Twist common stock within seven (7) calendar days after receipt thereof, or (b) send a list of
26 the names and addresses of such beneficial owners to the Claims Administrator within seven (7)
27 calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the
28 Notice to such beneficial owners. Nominees who choose the first option must send a statement to

1 the Claims Administrator confirming that the mailing was made and must retain their mailing
2 records for use in connection with any further notices that may be provided in the Litigation. Upon
3 nominees' full and timely compliance with these directions, such nominees may seek
4 reimbursement out of the Settlement Fund solely of their reasonable out-of-pocket expenses
5 actually incurred in providing notice to beneficial owners by providing the Claims Administrator
6 with proper documentation supporting the expenses for which reimbursement is sought, subject to
7 further order of this Court with respect to any dispute concerning such compensation.

8 11. **Participation in the Settlement.** All Members of the Settlement Class shall be
9 bound by all determinations and judgments in the Litigation concerning the Settlement, including,
10 but not limited to, the Releases provided for therein, whether favorable or unfavorable to the
11 Settlement Class, regardless of whether such Persons seek or obtain by any means, including,
12 without limitation, by submitting a Proof of Claim or any similar document, any distribution from
13 the Settlement Fund or the Net Settlement Fund.

14 (a) Settlement Class Members who wish to participate in the Settlement shall
15 complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless
16 the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically **no**
17 **later than _____, 2026 [a date that is ninety (90) calendar days after the Notice**
18 **Date].** Any Settlement Class Member who does not submit a Proof of Claim within the time
19 provided for shall be forever barred from receiving any payments pursuant to the Stipulation and
20 the Settlement set forth herein, but will in all other respects be subject to and bound by the
21 provisions of this Stipulation, the Releases contained herein, and the Judgment, and will be barred
22 from bringing any action against the Released Parties asserting, concerning, arising out of, or
23 relating to the Released Claims. Notwithstanding the foregoing, Lead Counsel shall have the
24 discretion (but not the obligation) to accept late-submitted claims, so long as distribution of the Net
25 Settlement Fund to Authorized Claimants is not materially delayed thereby, and Lead Counsel shall
26 also have the discretion (but not the obligation) to direct the Claims Administrator to waive what
27 Lead Counsel deems to be de minimis or formal or technical defects in any claims submitted. No
28

1 Person shall have any claim against Plaintiff, Plaintiff’s Counsel, the Claims Administrator or any
2 Settlement Class Member by reason of the exercise or non-exercise of such discretion.

3 (b) A Proof of Claim must satisfy the following conditions, unless otherwise
4 allowed pursuant to the Stipulation: (i) it must be properly completed, signed, and submitted in a
5 timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be
6 accompanied by adequate supporting documentation for the transactions reported therein, in the
7 form of broker confirmation slips, broker account statements, an authorized statement from the
8 broker containing the transactional information found in a broker confirmation slip, or such other
9 documentation as is deemed adequate by the Claims Administrator and/or Lead Counsel; (iii) if the
10 person executing the Claim Form is acting in a representative capacity, a certification of such
11 person’s current authority to act on behalf of the claimant must be included in the Claim Form; and
12 (iv) the Claim Form must be complete and contain no material deletions or modifications of any of
13 the printed matter contained therein and must be signed under penalty of perjury.

14 (c) As part of the Proof of Claim, each Claimant shall submit to the jurisdiction
15 of the Court with respect to the claim submitted.

16 12. **Exclusion from the Settlement Class.** Any Person who desires to request
17 exclusion from the Settlement Class shall do so by submitting a written request for exclusion to the
18 Claims Administrator, which must be timestamped (for online submissions) or received by the
19 Claims Administrator **no later than ____ , 2026 [a date that is twenty-one (21) calendar days**
20 **prior to the Final Approval Hearing]**. The request for exclusion must: (i) include the person’s
21 or entity’s name, address, and telephone number; (ii) state that the person or entity wishes to be
22 “excluded from the Settlement Class” in this Litigation; (iii) include proof (such as stockbroker
23 confirmation slips, stockbroker statements, or other documents) adequately evidencing the date(s),
24 price(s), and number(s) of all Twist common stock purchased and/or sold during the Class Period;
25 and (iv) be signed by the person or entity requesting exclusion or their authorized representative
26 (accompanied by proof of authorization). No request for exclusion shall be effective unless it is
27 timely and provides the required information. Upon receiving any request(s) for exclusion, the
28 Claims Administrator shall promptly notify Lead Counsel and Defendants’ Counsel of such

1 request(s) and provide them copies of such request(s) and the documentation accompanying them
2 by electronic mail. All Persons who submit valid and timely requests for exclusion shall have no
3 rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall
4 not be bound by the Stipulation or the Judgment entered in the Litigation. The Claims
5 Administrator shall provide Lead Counsel and Defendants' Counsel with copies of all requests for
6 exclusion as expeditiously as possible and, in any event, not more than five (5) business days after
7 receipt by the Claims Administrator.

8 13. **Appearance and Objections at Final Approval Hearing.** Any Member of the
9 Settlement Class may enter an appearance in the Litigation, at his, her, or its own expense,
10 individually or through counsel of his, her, or its own choice. If he, she, or it does not enter an
11 appearance, he, she, or it will be represented by Lead Counsel.

12 (a) Any Settlement Class Member may file a written objection to the proposed
13 Settlement and show cause (i) why the proposed Settlement of the Litigation should or should not
14 be approved as fair, reasonable, and adequate, (ii) why the Judgment should or should not be entered
15 thereon, (iii) why the Plan of Allocation should or should not be approved, and/or (iv) why
16 attorneys' fees and expenses should or should not be awarded to Lead Counsel or awards granted
17 to Plaintiff. All written objections and supporting papers must (a) clearly identify the case name
18 and number (*Peters v. Twist Bioscience Corp., et al.*, Case No. 5:22-cv-08168-EKL (N.D. Cal.)),
19 (b) be submitted to the Court either by filing them electronically or in person at any location of the
20 United States District Court for the Northern District of California or by mailing them to the Class
21 Action Clerk, United States District Court for the Northern District of California, at the address
22 below, and (c) be filed or postmarked on or before _____, 2026 [**a date that is**
23 **twenty-one (21) calendar days prior to the Final Approval Hearing**].

24
25 *Court:*

26 Clerk of the Court
27 UNITED STATES DISTRICT COURT
28 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE DIVISION
 Robert F. Peckham Federal Building &

1 United States Courthouse
2 280 South 1st Street, Room 2112
3 San Jose, California 95113

4 To object, a Settlement Class Member must send a letter saying that he, she, or it objects to
5 the Settlement in *Peters v. Twist Bioscience Corp., et al.*, Case No. 5:22-cv-08168-EKL (N.D. Cal.),
6 which must: (1) include the objector's name, address, and telephone number; (2) provide
7 documentation establishing the objector's membership in the Settlement Class, including
8 documents showing the type and number of shares of Twist common stock purchased, acquired,
9 and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition,
10 and sale; and (3) contain a statement of reasons for the objection, including whether it applies only
11 to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. Any
12 Settlement Class Member who does not make his, her, or its objection in the manner provided in
13 this Order shall be deemed to have waived such objection and shall forever be foreclosed from
14 making any objection to the fairness or adequacy of the proposed Settlement as set forth in the
15 Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Lead
16 Counsel or the awards to Plaintiff, unless otherwise ordered by the Court.

17 (b) Attendance at the Final Approval Hearing is not necessary. However,
18 persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of
19 Allocation, and/or the Fee and Expense Application are required to indicate in their written
20 objection their intention to appear at the hearing.

21 (c) Settlement Class Members do not need to appear at the hearing or take any
22 other action to indicate their approval.

23 (d) At or after the Final Approval Hearing, the Court shall determine whether
24 the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees or
25 expenses and awards to Plaintiff, shall be approved.

26 14. **Settlement Fund.** The Court approves the establishment of the Escrow Account
27 into which the Settlement Amount will be deposited for the benefit of the Settlement Class. All
28 funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court,

1 and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be
2 distributed pursuant to the Stipulation and/or further order(s) of the Court. No person who is not a
3 Settlement Class Member or Lead Counsel shall have any right to any portion of, or to any
4 distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise
5 provided in the Stipulation.

6 15. **Supporting Papers.** All opening papers in support of the Settlement, the Plan of
7 Allocation, and the application for attorneys' fees and expenses and awards to Plaintiff shall be
8 filed and served **on or before** _____, **2026** [a date that is fifty-six (56) calendar days
9 prior to the Final Approval Hearing]. Any reply papers in response to objections shall be filed and
10 served **on or before** _____, **2026** [a date that is seven (7) calendar days prior to the
11 Final Approval Hearing].

12 16. Defendants shall not have any responsibility for, or liability with respect to, the Plan
13 of Allocation or any application for attorneys' fees or expenses and award to Plaintiff submitted by
14 Lead Counsel, and such matters will be considered separately from the fairness, reasonableness,
15 and adequacy of the Settlement.

16 17. All reasonable expenses incurred in identifying and notifying Settlement Class
17 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.
18 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,
19 neither Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any amounts disbursed
20 or incurred pursuant to ¶¶2.10 and 2.11 of the Stipulation.

21 18. **Use of this Order.** Neither this Order nor the proposed Settlement (including the
22 Stipulation), nor any of the negotiations or proceedings connected with it: (i) is or may be deemed
23 to be or may be used as an admission of, or concession or evidence of, the validity of any Released
24 Claim, the truth of any fact alleged in the Litigation, the deficiency of any defense that has been or
25 could have been asserted in the Litigation, or of any alleged wrongdoing, liability, negligence, or
26 fault of Defendants; or (ii) is or may be deemed to be or may be used as an admission of, or evidence
27 of, any fault or misrepresentation or omission, including with respect to any statement or written
28 document attributed to, approved or made by, any Defendant in any civil, criminal, or

1 administrative proceeding in any court, administrative agency, or other forum or tribunal; provided
2 that Defendants and their Related Parties may file the Stipulation and/or the Judgment in any action
3 that may be brought against them in order to support a defense or counterclaim based on principles
4 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
5 other theory of, without limitation, claim preclusion or issue preclusion or similar defense or
6 counterclaim.

7 19. **Termination.** In the event that the Settlement does not become effective in
8 accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event
9 that the Settlement Fund, or any portion thereof, is returned to the Defendants pursuant to the
10 Stipulation, then this Order shall be rendered null and void to the extent provided by and in
11 accordance with the Stipulation and shall be vacated and, in such event, all orders entered and
12 releases delivered in connection herewith shall be null and void to the extent provided by and in
13 accordance with the Stipulation. The Parties shall be deemed to have reverted to their respective
14 positions in the Litigation as of March 31, 2026.

15 20. **Stay of Proceedings.** All proceedings in the Litigation are stayed until further order
16 of this Court, except as may be necessary to implement the Settlement or comply with the terms of
17 the Stipulation. Pending final determination of whether the Settlement should be approved, neither
18 Plaintiff, nor any of Plaintiff's Related Parties, nor any Settlement Class Member, either directly,
19 representatively, or in any other capacity shall commence or prosecute against any Defendants or
20 their Related Parties any action or proceeding in any court or tribunal asserting any of the Released
21 Claims.

22 21. **CAFA Notice.** The Parties have indicated that Defendants have complied with the
23 requirements of 28 U.S.C. § 1715 *et seq.* by providing proper notice to the appropriate federal
24 official and state officials specified in the statute within ten (10) calendar days after the proposed
25 Settlement was filed, which ensures that the Final Approval Hearing will be held at least ninety
26 (90) days after the appropriate federal official and state officials were served. Defendants shall file
27 proof of compliance with CAFA with the Court at least seven (7) calendar days prior to the Final
28 Approval Hearing.

1 22. **Taxes.** Lead Counsel is authorized and directed to prepare any tax returns and any
2 other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund
3 any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with
4 respect to Taxes and any reporting or filings in respect thereof without further order of the Court in
5 a manner consistent with the provisions of the Stipulation.

6 23. **Jurisdiction.** The Court retains exclusive jurisdiction over the Litigation to
7 consider all further matters arising out of or connected with the Settlement.

8
9 **IT IS SO ORDERED.**

10
11 DATED: _____

Honorable Eumi K. Lee
United States District Judge

STIPULATION EXHIBIT A-1

Notice

Twist Securities Settlement
Claims Administrator
c/o Simpluris, Inc.
PO Box 25199
Santa Ana, CA 92799

**IMPORTANT NOTICE FROM THE
UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
NOTICE OF CLASS SETTLEMENT**

If you purchased or otherwise acquired Twist Bioscience Corporation common stock between December 20, 2018 and November 15, 2022, both inclusive, you may be entitled to receive a payment from a class action settlement.

**THE SETTLEMENT MAY AFFECT YOUR LEGAL RIGHTS.
YOU MAY BE ELIGIBLE FOR A CASH PAYMENT.
PLEASE READ THIS NOTICE CAREFULLY.**

This Notice provides only limited information about the Settlement. For more information, please visit www.TwistSecuritiesSettlement.com (the "Settlement Website") or call the Claims Administrator at 1-833-386-6546.

**Important Settlement Notice: *Peters v. Twist Bioscience Corp., et al.*
Case No. 5:22-cv-08168-EKL (N.D. Cal.) (the "Action")**

The following QR code links to the Settlement Website:

<<MAIL ID>>

<<NAME 1>>

<<NAME 2>>

<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>

<<ADDRESS LINE 3>>

<<ADDRESS LINE 4>>

<<ADDRESS LINE 5>>

<<CITY, STATE ZIP>>

<<COUNTRY>>

The Parties have reached a proposed Settlement that, if approved, will resolve the Released Claims against the Defendants and their Related Parties on behalf of the Settlement Class. Defendants' and/or their insurance carriers have agreed to pay \$17,050,000 in total to resolve this case. This amount, plus accrued interest, and after deduction of Court-approved attorneys' fees and expenses (including any awards to Plaintiff), Notice and Administration Costs, and Taxes, will be allocated, pursuant to the Plan of Allocation in the Long-Form Notice, among Settlement Class Members who submit valid claims.

You may be a Settlement Class Member if you purchased or otherwise acquired Twist common stock between December 20, 2018 and November 15, 2022, both inclusive.

TO BE ELIGIBLE FOR PAYMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM ONLINE OR POSTMARKED BY _____, 2026. THE FORM IS AVAILABLE FROM THE SETTLEMENT WEBSITE, WWW.TWISTSECURITIESSETTLEMENT.COM, OR BY MAIL UPON REQUEST THROUGH THE WEBSITE OR BY CALLING THE CLAIMS ADMINISTRATOR AT 1-833-386-6546 .

The Settlement Website contains a Long-Form Notice with additional information that you should review.

You must comply with the Long-Form Notice's complete instructions on how to submit a Proof of Claim, exclude yourself from the Class, or object. In summary, you have three options:

Option 1: Submit a Proof of Claim (with further options to object to the Settlement and/or appear at the Final Approval Hearing). Proof of Claim and Release forms ("Proof of Claim") are available at www.TwistSecuritiesSettlement.com and must be postmarked (if mailed) or received (if submitted online) on or before _____, 2026.

Option 2: Exclude yourself from the Settlement Class, as detailed in the Long-Form Notice. Exclusions must be received on or before _____, 2026.

Option 3: Do nothing. You will still be bound by the Settlement and will fully release all Released Claims against Defendants and their Related Parties, but will not be eligible for a payment pursuant to the Settlement.

You may write to the Court if you do not like this Settlement, the Plan of Allocation and/or the request for attorneys' fees and expenses (including any requested award to Plaintiff). You will still be a Member of the Settlement Class. **Objections should be sent only to the Court and must be received by the Court on or before _____, 2026. Submitting a written objection and notice of intention to appear by _____**

_____ , 2026 allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation and/or the request for attorneys' fees and expenses (including any requested award to Plaintiff). If you submit a written objection, you may (but you do not have to) attend the hearing and speak to the Court about your objection. The Court may change this date to a later date and/or time without further written notice to you.

What is this case about? Why is there a settlement? The Action alleges that the

Defendants made material misstatements regarding, *inter alia*, Twist's production process, product quality, and accounting. Defendants deny any wrongdoing or liability. The Parties disagree on liability and damages. Plaintiff wishes to avoid the risk and delay of further litigation and secure a substantial benefit for the Settlement Class. Defendants wish to avoid the risk, cost, and distraction of further litigation.

How much will I recover? The estimated average recovery per affected share of Twist common stock is approximately \$0.31 per share, before deduction of Court-approved fees, expenses, and costs. This amount is an average, and your recovery will vary based on (among other things) the number of valid claims and the size and timing of your transactions in Twist common stock.

The Court will hold a hearing on __, 2026 at ___ to consider whether to approve the Settlement and Lead Counsel Bleichmar Fonti & Auld LLP's request for attorneys' fees not to exceed 25% of the Settlement Fund (including interest accrued thereon), expenses not to exceed approximately \$850,000 (including interest accrued thereon), and awards to Plaintiff of no more than \$10,000 (an average of approximately \$0.09 per affected share of Twist common). You may, but are not required to, attend, and may also appear through counsel of your choice and at your own expense.

How can I get more information? Visit the Settlement Website at www.TwistSecuritiesSettlement.com, contact the Claims Administrator at 1-833-386-6546, or contact Lead Counsel at (888) 879-9418 or TwistSettlement@bfalaw.com.

SPECIAL NOTICE TO NOMINEES

Nominees who purchased or otherwise acquired Twist common stock between December 20, 2018 and November 15, 2022, both inclusive, for the beneficial interest of other Persons or entities shall, within seven (7) days after receipt of the Notice, either (1) send the Notice to such beneficial owners of such Twist common stock, or (2) send a list of the names and addresses of such beneficial owners to the Claims Administrator, in which event the Claims Administrator shall promptly mail the Notice to such beneficial owners.

If you choose the first option, you must send a statement to the Claims Administrator confirming that the mailing was made and **you must retain your mailing records for use in connection with any further notices that may be provided in the Action.**

If you choose the second option, the Claims Administrator will send a copy of the Notice to the beneficial owners. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought.

For more information, please visit www.TwistSecuritiesSettlement.com (the "Settlement Website") or call the Claims Administrator at 1-833-386-6546. For definitions of capitalized terms used herein, please refer to the Stipulation of Settlement available on the website.

STIPULATION EXHIBIT A-2

Long-Form Notice

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

**LONG-FORM NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF
CLASS ACTION**

EXHIBIT A-2

IF YOU PURCHASED OR OTHERWISE ACQUIRED TWIST BIOSCIENCE CORPORATION COMMON STOCK BETWEEN DECEMBER 20, 2018 AND NOVEMBER 15, 2022, BOTH INCLUSIVE, YOU MAY BE ENTITLED TO RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.¹

A federal court authorized this Long-Form Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. This Long-Form Notice explains important rights you may have and steps you must take if you wish to participate in the Settlement of this class action, wish to object, or wish to be excluded from the Settlement Class. If you are a Member of the Settlement Class, your legal rights will be affected whether or not you act.

Securities and Time Period: This Settlement relates to Twist Bioscience Corporation (“Twist”) common stock purchased or acquired (i) in the secondary offering of Twist common stock that Twist completed on December 2, 2020, and in which Twist offered 3,136,362 shares of Twist common stock (including 409,090 shares sold pursuant to the exercise in full by the underwriters of the offering of their option to purchase additional shares) at \$110.00 per share (the “December 2020 Offering”); and/or (ii) between December 20, 2018 and November 15, 2022, both inclusive.

Settlement Fund: The settlement fund to be allocated among Settlement Class members, after deduction of certain amounts, is \$17,050,000.00 in cash. Your recovery will depend in part on the type and amount of your transactions in Twist common stock purchased or acquired between December 20, 2018 and November 15, 2022 (both inclusive) and the timing and prices of your purchases, acquisitions, and any sales. If claims are submitted for 100% of the eligible shares of

¹ Any capitalized terms used in this Long-Form Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated April 30, 2026 (the “Stipulation”), which is available on the website established for the Settlement at www.TwistSecuritiesSettlement.com.

Twist common stock, based on Plaintiff's expert's estimate of the number of shares of Twist common stock eligible to recover under the Settlement, the estimated average recovery is approximately \$0.31 per share of Twist common stock, before deduction of Court-approved fees, expenses, and costs. **Settlement Class Members should note, however, that these are only estimates.** The actual amount per share you could receive will depend on a number of factors, including those explained in the Plan of Allocation contained below. The Parties do not agree on the average amount per share of Twist common stock that would be recoverable if Plaintiff were to prevail in the Action. Among other things, Defendants deny that Plaintiff has asserted any valid claims and expressly deny all allegations of fault, liability, wrongdoing, or damages whatsoever.

Settlement Class: The Court has conditionally certified the following Settlement Class:

All Persons who purchased or otherwise acquired Twist common stock (i) in the December 2020 Offering pursuant to the 2020 Registration Statement, and were damaged thereby; and/or (ii) between December 20, 2018 and November 15, 2022, both inclusive, and were damaged thereby.

Excluded from the Settlement Class are: (i) Defendants and any affiliates or subsidiaries thereof; (ii) present and former officers and directors of Twist and their immediate family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; (iv) any entity in which any Defendant had or has had a controlling interest; (v) Twist's employee retirement and benefit plan(s); and (vi) the legal representatives, heirs, estates, agents, successors, or assigns of any person or entity described in the preceding five categories. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the requirements set by the Court, which are set forth in this Long-Form Notice of Pendency and Proposed Settlement of Class Action.

Reasons for Settlement: The Settlement resolves claims by Lead Plaintiff Policemen's Annuity and Benefit Fund of Chicago that have been asserted on behalf of the Settlement Class against Defendants Twist Bioscience Corporation, Emily M. Leproust, and James M. Thorburn. The Settlement avoids the costs and risks associated with continued litigation, including the danger of no recovery, and provides a substantial benefit to the Settlement Class now. It also releases Defendants and their Related Parties (as defined below) from liability. Defendants are entering into the Settlement to avoid and eliminate the burden, expense, uncertainty, and risk of further litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

Statement on Potential Outcome If the Case Had Not Settled: The Settlement must be compared to the risk of no recovery after contested motions, trial, and likely appeals. Litigation is a risky proposition and the Settlement Class might not have prevailed. The claims in this case involve numerous complex legal and factual issues that would require extensive and costly expert testimony. The parties disagree on both liability and damages. Among the many key issues about which the two sides do not agree are: (1) whether Defendants made any statements that were materially false or misleading and otherwise actionable under the federal securities laws; (2) whether any such statements were made with the requisite level of intent (if any); (3) whether the alleged misstatements influenced the trading prices of Twist common stock during the relevant period; and (4) the amount of damages (if any) that could be recovered at trial, including the average amount of damages per share that would be recoverable if Plaintiff prevailed on each claim alleged. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Litigation, deny that they have committed any act or omission giving rise to

any liability or violation of law, and deny that Plaintiff and the Settlement Class have suffered any loss attributable to Defendants' actions.

Attorneys' Fees and Expenses: Court-appointed Lead Counsel, Bleichmar, Fonti & Auld LLP, have not received any payment for their work investigating the facts, conducting this Litigation, and negotiating the Settlement on behalf of Plaintiff and the Settlement Class. Lead Counsel will ask the Court for attorneys' fees not to exceed 25% of the Settlement Amount, or \$4,262,500, and for expenses in an amount not to exceed approximately \$850,000, plus interest that accrues on these amounts at the same rate as earned by the Settlement Fund. In addition, Plaintiff may request an award of no more than \$10,000 pursuant to 15 U.S.C. § 77z-1(a)(4) and/or 15 U.S.C. § 78u-4(a)(4) in connection with its representation of the Settlement Class. If the Court approves Lead Counsel's Fee and Expense Application in full, and if claims are submitted for 100% of the Twist common stock estimated to be eligible to recover under the Settlement, the average amount of fees and expenses is estimated to be approximately \$0.09 per share of Twist common stock. A copy of the Fee and Expense Application will be posted on www.TwistSecuritiesSettlement.com after it has been filed with the Court. **Please note that these amounts are only estimates.**

Claims Administrator:
Twist Securities Settlement
c/o Simpluris, Inc.
PO Box 25199
Santa Ana, CA 92799
Telephone: 1-833-386-6546
info@TwistSecuritiesSettlement.com

Plaintiff's Counsel:
George N. Bauer, Esq.
Bleichmar Fonti & Auld LLP
300 Park Avenue, Suite 1301
New York, NY 10022
Telephone: (888) 879-9418
twistsettlement@bfalaw.com

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT IF YOU ARE A
VALID MEMBER OF THE SETTLEMENT CLASS**

SUBMIT A CLAIM	This is the only way to be eligible to receive a payment. If you wish to remain in the Settlement Class and receive a payment pursuant to the Settlement, you must submit a Proof of Claim. Proof of Claim
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	<p>and Release forms (“Proof of Claim”) are available at www.TwistSecuritiesSettlement.com and must be postmarked (if mailed) or received (if submitted online) on or before _____, 2026. Remaining in the Settlement Class and submitting a Proof of Claim means that you will be bound by the Settlement as approved by the Court and you will give up any “Released Claims” (as defined below) that you have against the Defendants and their “Related Parties” (as defined below). You also will be bound by any other judgments or orders entered by the Court in the Litigation.</p>
EXCLUDE YOURSELF	<p>If you do not wish to remain in the Settlement Class, you can exclude yourself. If you do so, you will not be eligible to receive any payment pursuant to the Settlement, but you will not be bound by the Settlement. This is the only option that potentially allows you to participate in another lawsuit against the Defendants or their Related Parties relating to the Released Claims being released in this case. Should you elect to exclude yourself from the Settlement Class, you should understand that Defendants and their Related Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under the applicable statute of repose. Exclusions must be received on or before _____, 2026.</p>
OBJECT	<p>If you do not like some aspect of the Settlement, the Plan of Allocation and/or the request for attorneys’ fees and expenses, you may write to the Court to make an objection. Objections should be sent only to the Court and must be received by the Court on or before _____, 2026.</p>
GO TO A HEARING ON _____, 2026, at _____ .m.	<p>Submitting a written objection and notice of intention to appear by _____, 2026 allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation and/or the request for attorneys’ fees and expenses. If you submit a written objection, you may (but you do not have to) attend the hearing and speak to the Court about your objection.²</p>
DO NOTHING	<p>If you do nothing, you will not be eligible to receive any payment pursuant to the Settlement. You will, however, remain a Member of the Settlement Class, which means that you will be bound by the Settlement as approved by the Court and you will give up any Released Claims that you have against the Defendants and their Related Parties. You also will be bound by any other judgments or orders entered by the Court in the Litigation.</p>

² The Court may change this date to a later date and/or time without further written notice to you. However, any different date or time will be posted on the Settlement website: www.TwistSecuritiesSettlement.com.

- These rights and options – *and the deadlines to exercise them* – are explained in this Long-Form Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments to Authorized Claimants (described below) will be made if the Court approves the Settlement, after Proofs of Claim are processed and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why Did I Receive This Long-Form Notice?

The Court authorized that this Long-Form Notice be disseminated because you or someone in your family has been identified as a potential Settlement Class Member who may have purchased or acquired shares of Twist common stock during the Class Period. The Court directed that this Long-Form Notice be made available to Settlement Class Members to explain the Litigation, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Litigation, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator will make payments to eligible Settlement Class Members pursuant to the Settlement after any objections and appeals are resolved.

Receipt of this Long-Form Notice does not mean that you are a Member of the Settlement Class or that you will be entitled to receive a payment. Neither the Parties nor the Court have made any such determination, and do not have access to your individual investment information. If you wish to be eligible for a payment, you are required to establish that you are a Member of the Settlement Class and otherwise eligible by timely submitting the Proof of Claim available at www.TwistSecuritiesSettlement.com with all requested information that will be used to determine your eligibility.

The Court in charge of the case is the United States District Court for the Northern District of California, San Jose Division, and the case is known as *Peters v. Twist Bioscience Corp., et al.*, Case No. 5:22-cv-08168-EKL (N.D. Cal.). The entity that sued, the Policemen’s Annuity and Benefit Fund of Chicago, is called the Plaintiff. Twist Bioscience Corporation and the individuals that the Plaintiff sued, Emily M. Leproust and James M. Thorburn, are called the Defendants.

2. What Is This Lawsuit About?

This case alleges violations of §§11 and 15 of the Securities Act of 1933 (the “Securities Act”) and §§ 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”) on behalf of a class consisting of all Persons and entities who purchased or otherwise acquired Twist common stock (i) in the December 2020 Offering pursuant to the 2020 Registration Statement, and were damaged thereby; and/or (ii) between December 20, 2018 and November 15, 2022, both inclusive, and were damaged thereby. Among other things, this case alleges that the Defendants made false and misleading statements concerning Twist’s production process, product quality, and accounting. Plaintiff contends that these statements caused substantial damages to the Settlement Class. The Parties disagree on liability and damages.

Defendants have expressly denied and continue to deny any wrongdoing or liability against them arising out of any statements alleged, or that could have been alleged, in the Litigation.

3. What Has Happened So Far in This Case?

The Litigation is currently pending in the United States District Court for the Northern District of California, San Jose Division, before Judge Eumi K. Lee (the “Court”). The initial complaint in this Litigation was filed on December 12, 2022 (the “Complaint”). (ECF No. 1.) On July 28, 2023, the Court appointed the Policemen’s Annuity and Benefit Fund of Chicago as Lead Plaintiff and Bleichmar Fonti & Auld LLP as Lead Counsel. (ECF No. 70.)

Lead Plaintiff filed the operative Amended Complaint (the “Amended Complaint”) on October 11, 2023. (ECF No. 83.) The Amended Complaint alleges violations of Sections 11 and 15 of the Securities Act, and Sections 10(b) and 20(a) of the Exchange Act. Defendants filed a motion to dismiss the Amended Complaint on December 6, 2023. (ECF No. 86.) On September 3, 2025, after extensive briefing and oral argument, the Court granted in part and denied in part Defendants’ motion to dismiss, allowing claims under Sections 11 and 15 of the Securities Act and Sections 10(b) and 20(a) of the Exchange Act to proceed against certain Defendants arising from certain alleged statements. (ECF No. 117.) Defendants filed their answer on October 21, 2025, which denied all claims alleged in the Amended Complaint and asserted multiple defenses thereto. (ECF No. 122.)

Since then, the parties have vigorously litigated this Litigation. Plaintiff, Defendants and third parties, including Twist’s former employees and Twist’s auditors, produced documents totaling more than 207,000 pages. The Parties also completed depositions of three former employee witnesses and were preparing to complete the depositions of additional witnesses when they agreed to settle the Litigation.

On March 13, 2026, Plaintiff filed a motion seeking class certification, with an accompanying expert report. (ECF No. 152-7.) The Parties were preparing to complete related depositions when they agreed to settle the Litigation.

The Parties engaged in a confidential full-day mediation before mediator Robert A. Meyer of JAMS on March 31, 2026. Prior to that confidential mediation, the Parties exchanged confidential mediation statements with exhibits. Despite good faith efforts to resolve the Litigation during the mediation, the Parties were unable to reach agreement. At the conclusion of the March 31, 2026 mediation, Mediator Meyer made a formal mediator’s proposal that the case settle for

\$17.05 million. The Parties accepted the proposal that day, executed a settlement term sheet, and negotiated the Stipulation of Settlement.

4. Why Is This a Class Action?

In a class action, a class representative (in this case, the Court-appointed Lead Plaintiff Policemen’s Annuity and Benefit Fund of Chicago) sues on behalf of people who have similar claims. Here, all these people are called the Settlement Class or Settlement Class Members. One court resolves the issues for all class members at the same time, except for those who timely and validly exclude themselves from the class (the process for which is described more fully in Question 14 below). Judge Eumi K. Lee is presiding over this class action.

5. Why Is There a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way they avoid the cost and uncertainty of further litigation and a trial, and eligible Settlement Class Members who submit valid claims will receive compensation. Particularly in light of the possibility that continued litigation could result in no greater recovery than the Settlement—or no recovery at all—Plaintiff and Plaintiff’s Counsel believe the settlement is in the best interest of all Settlement Class Members.

Defendants have denied and continue to deny each and all of the claims asserted against them in the Amended Complaint, and deny that the Settlement Class was harmed or suffered any damages as a result of the conduct alleged. Defendants have agreed to the Settlement solely to eliminate the burden, expense, uncertainty, and risk of continued litigation. Accordingly, the Settlement may not be construed as, and is not, an admission of any wrongdoing by Defendants.

WHO IS IN THE SETTLEMENT

To see if you will receive money from this Settlement, you first have to determine if you are a Settlement Class Member.

6. How Do I Know if I Am Part of the Settlement?

The Settlement Class consists of all Persons who purchased or otherwise acquired Twist common stock (a) in the December 2020 Offering pursuant to the 2020 Registration Statement, and were damaged thereby; and/or (b) during the Class Period of December 20, 2018 through November 15, 2022, both inclusive, and were damaged thereby. Certain Persons and entities are excluded from this definition, as described below.

7. What Are the Exceptions to Being Included in the Settlement?

Excluded from the Settlement Class are: (i) Defendants and any affiliates or subsidiaries thereof; (ii) present and former officers and directors of Twist and their immediate family members (as defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) & (1)(b)(ii)); (iii) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof; (iv) any entity in which any Defendant had or has had a controlling interest; (v) Twist's employee retirement and benefit plan(s); and (vi) the legal representatives, heirs, estates, agents, successors, or assigns of any person or entity described in the preceding five categories. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the requirements set by the Court, which are set forth in this Long-Form Notice.

8. What if I'm Still Not Sure if I Am Included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at www.TwistSecuritiesSettlement.com or by phone at 1-833-386-6546, or you can fill out and return the Proof of Claim described in Question 11, to see if you qualify.

PLEASE DO NOT CALL THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL WITH QUESTIONS ABOUT THE SETTLEMENT

THE SETTLEMENT BENEFITS – WHAT YOU GET

9. What Does the Settlement Provide?

Defendants have agreed to settle the litigation for a total of \$17,050,000.00 in cash. This amount, plus any interest earned thereon, constitutes the Settlement Fund. The balance of this fund after payment of (i) Court-approved attorneys' fees and expenses, (ii) any award to Plaintiff, (iii) the costs of claims administration, including the costs of distributing the Notice and the cost of publishing notice, and (iv) Taxes and Tax Expenses, is the "Net Settlement Fund." The Net Settlement Fund will be divided among all eligible Settlement Class Members who send in timely and valid Proofs of Claim in accordance with the Plan of Allocation described below.

10. How Much Will My Payment Be?

Your payment (if any) will depend on several things, including the total dollar amount of claims represented by the valid Proofs of Claim that Settlement Class Members submit; the number of shares of Twist common stock you purchased or acquired; how much you paid for those shares; when you purchased or acquired them; and if you sold your shares of Twist common stock, when and for how much. The Claims Administrator will apply the Plan of Allocation (appended below as Appendix A) to calculate the amount of your Recognized Claim, and your payment (if any) will be a portion of the Net Settlement Fund equal to your Recognized Claim divided by the total of all Authorized Claimants' Recognized Claims.

11. How Will I Obtain a Payment?

To qualify for payment, you must be an eligible Settlement Class Member, send in a timely and valid Proof of Claim, and properly document your claim as requested in the Proof of Claim. A Proof of Claim may be downloaded at www.TwistSecuritiesSettlement.com and is also

available in paper form by contacting the Claims Administrator at www.TwistSecuritiesSettlement.com, by phone at 1-833-386-6546 , or at *Twist Securities Settlement*, c/o Simpluris, Inc., PO Box 25199, Santa Ana, CA 92799. Read the instructions carefully, fill out the form, include all documents the form asks for, sign it, and mail it such that it is **postmarked no later than _____, 2026, or submit it online by no later than _____, 2026.** Proofs of Claim may be completed and submitted online at www.TwistSecuritiesSettlement.com.

12. When Will I Receive My Payment?

The Court will hold a hearing on _____, **2026, at __: __.m.**, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them can take time. It also takes time for all the Proofs of Claim to be processed. Please be patient.

13. What Am I Giving Up to Receive a Payment or Stay in the Settlement Class?

Unless you timely and validly exclude yourself, you are a Settlement Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or any of their Related Parties about the Released Claims, as defined below. In short, you will be barred from suing the Defendants for any of the conduct alleged in this case. It also means that all of the Court's orders, including a judgment ("Judgment") dismissing the Litigation with prejudice on the merits, will apply to you and legally bind you and you will release all Released Claims in this case against the Defendants and their Related Parties.

"Released Claims" means any and all claims (including Unknown Claims as defined below), rights, demands, losses, suits, debts, obligations, damages, judgments, controversies, liabilities, or causes of action of every nature and description whatsoever, in law, equity, or

otherwise (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether asserted or unasserted, accrued or unaccrued, fixed or contingent, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, to the fullest extent that the law permits their release in this Litigation against any of the Defendants or their Related Parties, which arise out of, are based on, or relate in any way, directly or indirectly, to both: (i) the allegations, acts, transactions, facts, events, matters, occurrences, disclosures, statements, filings, events, representations, or omissions involved, set forth, alleged, or referred to in the Complaint, Amended Complaint, or the Litigation, or which could have been alleged in the Litigation; and (ii) the purchase, sale, holding, or other acquisition, disposition, or holding of Twist common stock during the Class Period. Released Claims also include any and all claims (including Unknown Claims as defined below), rights, demands, losses, suits, debts, obligations, damages, judgments, controversies, liabilities, or causes of action of every nature and description whatsoever, in law, equity, or otherwise (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liabilities whatsoever), whether asserted or unasserted, accrued or unaccrued, fixed or contingent, whether arising under federal, state, local, common, or foreign law, or any other law, rule, or regulation, whether class or individual in nature, which arise out of, are based on, or relate to the institution, prosecution, or settlement of the Litigation or the Released Claims against Defendants or their Related Parties. For the avoidance of doubt, Released Claims do not include any claims: (i) that may be asserted derivatively against any Defendant, including claims asserted in *Shumacher v. Leproust, et al.*, No. 1:23-cv-01048-UNA (D. Del.) and any other pending derivative actions brought on behalf of Twist; (ii) that any Defendant, and/or their Related Parties, may have against

any other Defendant and/or their Related Parties; (iii) any claims relating to the enforcement of the Settlement; and/or (iv) any claims of any Person that submits a request for exclusion from the Settlement Class that is accepted by the Court.

“**Unknown Claims**” means collectively any and all Released Claims of every nature and description that any Party, any Party’s Related Parties, or any Settlement Class Member does not know or suspect to exist in his, her, or its favor which, if known by such Person at the time of the Releases of the Released Parties, would or might have affected such Person’s settlement or decisions with respect to the Settlement (including, but not limited to, the Releases of the Released Parties or the decision not to object to or opt out of this Settlement).

With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties (for and on behalf of themselves and their respective Related Parties) shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, the provisions, rights, and benefits of California Civil Code § 1542 and any and all provisions, rights, and benefits conferred by the law of any state or territory or other jurisdiction or principle of common law or foreign law that 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.

The Parties, their respective Related Parties, and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, they, or it now knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, upon the Effective Date, the Parties (for and on behalf of themselves and their respective Related Parties) nevertheless shall expressly fully, finally, and forever settle and release, and each Settlement Class

Member, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, 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. The Parties (on behalf of themselves and their respective Related Parties) acknowledge, and Settlement Class Members shall be deemed by operation of law (including by operation of the Judgment) to have acknowledged, that the foregoing waivers were separately bargained for and are a key element of the Settlement. The Parties acknowledge and agree that they have had the opportunity to consult with counsel of their choice about the import of the foregoing waivers, and that the Parties nevertheless freely and voluntarily agree and assent to the waivers herein. **You are hereby advised to consult with counsel of your choice about the import of the foregoing waivers.**

“**Released Parties**” means each and all of Defendants, each and all of their respective Related Parties, Plaintiff, Settlement Class Members, and Plaintiff’s Counsel.

“**Defendants**” means Twist Bioscience Corporation, Emily M. Leproust, and James M. Thorburn.

“**Related Parties**” means each of a Party’s past, present or future directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, members, agents, administrators, attorneys, accountants, auditors, bankers, underwriters, advisors (including financial or investment advisors), consultants, commercial bankers, entities providing fairness opinions, personal or legal representatives, predecessors, successors, direct and/or indirect

parents, subsidiaries, divisions, joint ventures, general or limited partnerships, limited liability partnerships, limited liability companies, members, executors, trustees, trusts, affiliates, assigns and assignees, spouses, heirs, estates, related or affiliated entities, any entity in which the Party has a majority interest, any member of a Defendant's immediate family, any trust of which a Party is the settlor or which is for the benefit of a Party and/or any member of a Defendant's immediate family, and any entity in which a Party and/or any member of a Defendant's immediate family has or had a majority interest (directly or indirectly), and the Underwriters.

“Plaintiff” means Lead Plaintiff Policemen's Annuity and Benefit Fund of Chicago.

“Plaintiff's Counsel” means Lead Counsel Bleichmar Fonti & Auld LLP (“Lead Counsel”), and Kehoe Law Firm P.C.

The Judgment will also provide that upon the Effective Date, without any further action by anyone, Plaintiff (for and on behalf of itself and its Related Parties) and the Settlement Class Members, shall be deemed to have, and by operation of law and the Judgment shall have, fully, finally, and forever released, relinquished, compromised, settled, resolved, waived, discharged, and dismissed on the merits with prejudice all Released Claims (including, without limitation, Unknown Claims) against Defendants and their Related Parties (including Defendants' Counsel). All such Releases shall be effective whether or not any Settlement Class Member executes and delivers a Proof of Claim or participates in the Settlement Fund.

Moreover, upon the Effective Date, Plaintiff, each of Plaintiff's Related Parties, each of the Settlement Class Members, and anyone claiming through, under, or on behalf of any of them, are and shall be forever barred and enjoined from commencing, instituting, intervening in, prosecuting, or continuing to prosecute any action or proceeding in any court of law or equity,

arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the Released Claims against any of the Defendants and/or their Related Parties, and each of them.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to participate in this Settlement, and you want to keep the right to sue or continue to sue the Defendants or any of their Related Parties on your own for the Released Claims in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself or is sometimes referred to as opting out of the Settlement Class.

If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statute of limitation or repose.

If you are excluded from the Settlement Class and pursue your own individual action, you may also have to produce information and/or documents upon the Defendants' request (a process known as "discovery"), which could include, but not be limited to, providing testimony under oath.

14. How Do I Get Out of the Settlement Class?

To exclude yourself from the Settlement Class, you must submit a written request for exclusion to the Claims Administrator online at www.TwistSecuritiesSettlement.com or by mail to the following address:

Twist Securities Settlement
EXCLUSIONS
c/o Simpluris, Inc.
PO Box 25199
Santa Ana, CA 92799

You cannot exclude yourself by telephone or email. Your request for exclusion must state that you want to be excluded from *Peters v. Twist Bioscience Corp.*, et al., Case No. 5:22-cv-

08168-EKL (N.D. Cal.), and must: (i) include the name, address, and telephone number for you or the entity seeking exclusion; (ii) state that you or the entity wish to be “excluded from the Settlement Class” in this Litigation; (iii) include proof (such as stockbroker confirmation slips, stockbroker statements, or other documents) adequately evidencing the date(s), price(s), and number(s) of all shares of Twist common stock purchased and/or sold during the Class Period; and (iv) be signed by you or the entity requesting exclusion or its authorized representative (accompanied by proof of authorization). No request for exclusion will be considered valid unless it is timely and provides all of the information described above.

Your exclusion request must be submitted online or received by the Claims Administrator no later than _____, 2026.

Do not submit a request for exclusion as well as an objection and/or Proof of Claim. If you do so, your objection and/or Proof of Claim will be disregarded, and you will be excluded from the Settlement Class.

15. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you timely and validly exclude yourself, you give up any right to sue the Defendants and their Related Parties for the Released Claims in this Settlement. If you have a pending lawsuit against any of these parties, including the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is _____, 2026.

16. If I Exclude Myself, Can I Receive Money From This Settlement?

No. If you exclude yourself, you are not a Settlement Class Member and cannot submit a Proof of Claim.

THE LAWYERS REPRESENTING YOU

17. Do I Have a Lawyer in This Case?

The Court appointed the law firm of Bleichmar Fonti & Auld LLP to represent you and other Settlement Class Members. These lawyers are called Lead Counsel. You will not be directly charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How Will the Lawyers Be Paid?

Lead Counsel will ask the Court for attorneys' fees not to exceed 25% of the Settlement Amount, or \$4,262,500, and for expenses in an amount not to exceed approximately \$850,000, plus interest that is incurred on these amounts at the same rate as earned by the Settlement Fund. Such sums as may be approved by the Court will be paid from the Settlement Fund.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Plaintiff's Counsel has committed a substantial amount of time and significant expenses in litigating this case for the benefit of the Settlement Class. To date, Plaintiff's Counsel have not been paid for their services in conducting this Litigation on behalf of Plaintiff and the Settlement Class, nor for their expenses. The fees requested will compensate counsel for their work in obtaining the Settlement Fund for the benefit of the Settlement Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

19. How Do I Tell the Court That I Do Not Like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it, or any part of the Plan of Allocation, the request for attorneys' fees or expenses, or

the request for an award to Lead Plaintiff. You can state the reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must send a letter saying that you object to the Settlement, to the Plan of Allocation, to the request for attorneys' fees and expenses, to any request for an award to Lead Plaintiff, or to aspects of any of the foregoing, in *Peters v. Twist Bioscience Corp., et al.*, Case No. 5:22-cv-08168-EKL (N.D. Cal.). Your letter must (1) include the objector's name, address, and telephone number; (2) provide documentation establishing the objector's membership in the Settlement Class, including documents showing the type and number of shares of Twist common stock purchased, acquired, and sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and sale; and (3) contain a statement of reasons for the objection, including whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class. The requirement to submit a written objection that satisfies these requirements may be excused upon a showing of good cause. The Court will require only substantial compliance with the requirements for submitting an objection. Unless otherwise ordered by the Court, any Settlement Class Member who does not timely object in the manner described in this Notice will be deemed to have waived any objection and will be foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, the request for attorneys' fees and expenses, and the requested award to Plaintiff.

Any objection should be sent only to the Court at the address below and ***must*** be mailed or delivered such that it is **received** by the Court (not simply postmarked) ***no later than*** _____, 2026:

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
Robert F. Peckham Federal Building &
United States Courthouse
280 South 1st Street, Room 2112
San Jose, California 95113

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to any aspect of the proposed Settlement, the proposed Plan of Allocation, and any request for an award of attorneys' fees and expenses and an award to Plaintiff. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

20. What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object *only if* you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. If you have submitted a timely written objection, you may attend and you may ask to speak, but you do not have to.

21. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Final Approval Hearing at __: __ .m., on _____, 2026, in Courtroom 7, 4th Floor, Robert F. Peckham Federal Building & United States Courthouse, 280

South 1st Street, San Jose, CA 95113. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate, consider any objections, and listen to people who have asked to speak at the hearing.³ The Court may move the date or time of the Final Approval Hearing to a later date and/or time without further written notice to you. If the date or time of the Final Approval Hearing is changed, the new date and/or time will be posted at www.TwistSecuritiesSettlement.com.

22. Do I Have to Come to the Hearing?

No. Lead Counsel will answer any questions the Court may have, and Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval. If you send an objection or statement in support of the Settlement, you are not required to go to Court to discuss it; you may pay your own lawyer to attend, or attend at your own expense, but you are not required to do so. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. In addition, the Court may decide to conduct the Hearing by video or telephonic conference, or otherwise allow Settlement Class Members to appear at the hearing by video or telephone, without further written notice to the Settlement Class. In order to determine whether the date and time of the Hearing have changed, or whether Settlement Class Members must or may participate by telephone or video, it is

³ The papers in support of approval of the Settlement, the Plan of Allocation, and Lead Counsel's Fee and Expense Application will be submitted to the Court no later than thirty-five (35) calendar days before the Final Approval Hearing, and posted on the Settlement website, www.TwistSecuritiesSettlement.com.

important that you monitor the Court's docket and the website, www.TwistSecuritiesSettlement.com, before making any plans to attend the Hearing.

23. May I Speak at the Hearing?

If you have timely filed an objection, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, your written objection must (in addition to the information specified in Question 19 above) state your intention to appear at the hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

24. What Happens If I Do Nothing at All?

If you do nothing, you will be a Settlement Class Member. However, you will not receive any money from this Settlement unless you submit a Proof of Claim. Unless you exclude yourself, you will not be able to bring a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or their Related Parties about the Released Claims.

GETTING MORE INFORMATION

25. How Do I Get More Information?

This Long-Form Notice summarizes the proposed Settlement and does not describe all of the details of the Settlement. More details are in the Stipulation. You can obtain a copy of the Stipulation by going to www.TwistSecuritiesSettlement.com or by calling or writing the Claims Administrator at 1-833-386-6546 or *Twist Securities Settlement*, c/o Simpluris, Inc., PO Box 25199, Santa Ana, CA 92799; by contacting Lead Counsel at twistsettlement@bfalaw.com or (888) 879-9418; or by visiting the Clerk's office at the United States District Court for the Northern District of California, San Jose Division, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, California 95113, during regular business hours.

DO NOT TELEPHONE THE DEFENDANTS, DEFENDANTS' COUNSEL, OR THE COURT REGARDING THIS NOTICE

If you have questions about the Settlement, you can contact the Claims Administrator by going to www.TwistSecuritiesSettlement.com, calling 1-833-386-6546, or writing to *Twist Securities Settlement*, c/o Simpluris, Inc., PO Box 25199, Santa Ana, CA 92799, or contact Lead Counsel at twistsettlement@bfalaw.com or (888) 879-9418.

APPENDIX A – PLAN OF ALLOCATION OF NET SETTLEMENT FUND

PROPOSED PLAN OF ALLOCATION

1. The objective of the Plan of Allocation is to fairly distribute the Net Settlement Fund to Authorized Claimants. The calculations are not intended to estimate the damages the Class might have recovered after a trial or the amount Authorized Claimants will be paid under the Settlement. These calculations are only a method to weigh Authorized Claims against one another to make fair pro rata allocations of the Net Settlement Fund.

2. A “Recognized Loss Amount” will be calculated as set forth below (i) under the Securities Exchange Act of 1934 (the “Exchange Act”) for each purchase of Twist Bioscience Corporation common stock (“Twist common stock”) between December 20, 2018 and November 15, 2022, both dates inclusive (the “Class Period”); and (ii) under the Securities Act of 1933 (the “Securities Act”) for purchases of Twist common stock directly from an underwriter at the Issue price of \$110 as part of the December 2, 2020 Secondary Public Offering (“SPO”). To the extent that the calculation of a Recognized Loss Amount results in a negative number, that number shall be set to zero.

3. The Recognized Loss Amount for each qualifying purchase or acquisition of Twist common stock is *the greater of* (a) the Securities Act Recognized Loss Amount calculated below, *or* (b) the Exchange Act Recognized Loss Amount calculated below.

I. Securities Act Recognized Loss Amount Calculations

4. The statutory formula for the calculation of damages under Section 11 of the Securities Act serves as a guide for the calculation of the “Securities Act Loss Amounts” under the Plan of Allocation.

5. For shares of Twist common stock purchased or acquired in the SPO⁴ and:⁵

- (a) sold before the opening of trading on November 15, 2022,⁶ the Securities Act Recognized Loss Amount shall be:

$$\text{Per Share Recognized Loss Amount (\$)} = (\$110.00 - \text{sale price}) * 0.1^7$$

- (b) sold after the opening of trading on November 15, 2022 and before the opening of trading on October 11, 2023, the Securities Act Recognized Loss Amount shall be:

$$\text{Per Share Recognized Loss Amount (\$)} = \$8.11 + ((\$110.00 - \text{sale price} - \$8.11) * 0.1)$$

- (c) sold after the opening of trading on October 11, 2023 through the close of trading on [the mailing date of the Settlement Notice], the Securities Act Recognized Loss Amount shall be:

$$\text{Per Share Recognized Loss Amount (\$)} =$$

$$\$8.11 + ((\$110.00 - \text{max. of (sale price, \$19.26)} - \$8.11) * 0.1)$$

- (d) held as of the closing on [the mailing date of the Settlement Notice], the Securities Act Recognized Loss Amount shall be:

$$\text{Per Share Recognized Loss (\$)} = \$8.11 + ((\$110.00 - \$19.26 - \$8.11) * 0.1) = \$16.37$$

⁴ The Plan of Allocation presumes that shares of Twist common stock purchased/acquired at the Secondary Offering price of \$110 per share on or around December 2, 2020, were purchased/acquired pursuant to the December SPO. Claimants must provide adequate documentation of these conditions, as specified herein.

⁵ In the below equations, \$110 represents the offering price per share. Claimants who purchased in the offering at a price higher than \$110 shall be limited to \$110. Should a Claimant have acquired shares in the offering at a lower price, the lower price will be used in place of \$110.

⁶ November 15, 2022, is the date that the alleged corrective information was released to the market.

⁷ The discount acknowledges that Defendants likely would have presented a “negative causation” defense, which assumes price declines not associated with the November 15, 2022 alleged corrective disclosure are due to factors not associated with misstatements in SPO registration statement.

6. To reflect the differences in the standard of proof under Securities Act Claims and Exchange Act Claims, the Securities Act Recognized Loss Amounts calculated (b) – (d) in the previous paragraphs shall be increased by the loss on the corrective disclosure multiplied by 1.1, or \$0.81 per share.⁸

II. Exchange Act Recognized Loss Amount Calculations

7. To create the Plan of Allocation, Plaintiffs' expert estimated the alleged inflation caused by Defendants' allegedly misleading statements and considered the impact of the subsequent public announcements that Plaintiffs believe corrected those statements. The expert also adjusted for price changes caused by regular market or industry forces, on a per share basis.

8. In order to have recoverable damages under the Exchange Act, the disclosure of the allegedly misrepresented information must be the cause of the removal of artificial inflation from Twist common stock. In this case, Plaintiffs allege that Defendants made false statements during the Class Period, and that such statements had the effect of artificially inflating the price of Twist common stock. Plaintiffs further allege that corrective information was released to the market on November 15, 2022, and that such release of information removed artificial inflation from the share price of Twist common stock that day.

9. Exchange Act Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the price of Twist common stock at the time of purchase or acquisition and at the time of sale, not to exceed the difference between the actual purchase/acquisition price and sale price.

10. For each share of Twist common stock purchased or otherwise acquired from December 20, 2018 through and including November 15, 2022, and:

⁸ For example, the Securities Act does not require a plaintiff to prove that a defendant acted with scienter.

- (a) sold before November 15, 2022, the Exchange Act Recognized Loss Amount will be \$0.00.
- (b) sold from November 15, 2022 through and including the close of trading on February 10, 2023, the Exchange Act Recognized Loss Amount will be *the least of*: (i) \$8.11; (ii) the purchase/acquisition price *minus* the sale price; or (iii) the purchase/acquisition price *minus* the average closing price between November 15, 2022 and the date of sale as stated in Table A below.
- (c) held as of the close of trading on February 10, 2023, the Exchange Act Recognized Loss Amount will be the lesser of: (i) \$8.11; or (ii) the purchase/acquisition price minus \$25.98.⁹

ADDITIONAL PROVISIONS

11. **Calculation of Claimant’s “Recognized Claim”:** A claimant’s “Recognized Claim” will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to Twist common stock. As stated above, the Recognized Loss Amount for each purchase or acquisition of Twist common stock during the Class Period is *the greater of* the Securities Act Recognized Loss Amount (if any) *or* (b) the Exchange Act Recognized Loss Amount (if any).

12. **FIFO Matching:** If a Class Member made more than one purchase/acquisition or sale of Twist common stock during the Class Period, all purchases/acquisitions and sales will be matched on a First In, First Out (“FIFO”) basis.

13. **“Purchase/Sale” Dates:** Purchases or acquisitions and sales of Twist common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the

⁹ Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Twist common stock during the “90-day look-back period,” November 15, 2022 through and including February 10, 2023. The mean (average) closing price for Twist common stock during this 90-day look-back period was \$25.98.

“settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Twist common stock shall not be deemed a purchase, acquisition or sale of Twist common stock for the calculation of a claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition/sale of Twist common stock unless (i) the donor or decedent purchased or otherwise acquired or sold those Twist common stock during the Class Period; (ii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights; and (iii) no Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Twist common stock.

14. **Short Sales:** In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a transaction that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered is also zero.

15. **Common Stock Purchased/Sold Through the Exercise of Options:** With respect to Twist common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

16. **Domestic Transactions:** Solely for purposes of the Settlement and the Plan of Allocation, transactions in Twist common stock denominated in U.S. dollars are deemed domestic transactions.

17. **Determination of Distribution Amount:** If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share will be the Authorized Claimant’s

Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

18. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund will be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

19. If an Authorized Claimant's Distribution Amount calculates to less than \$10.00, no distribution will be made to that Authorized Claimant. Those funds will be included in the distribution to Authorized Claimants whose Distribution Amount is \$10.00 or more.

TABLE A
90-Day Look-back Table for Twist Common Stock
Closing Price and Average Closing Price
November 15, 2022 through February 10, 2023

Date	Closing Price	Average Closing Price Between November 15, 2022 and Date Shown	Date	Closing Price	Average Closing Price Between November 15, 2022 and Date Shown
11/15/2022	\$30.43	\$30.43	12/29/2022	\$23.44	\$25.44
11/16/2022	\$28.29	\$29.36	12/30/2022	\$23.81	\$25.39
11/17/2022	\$25.40	\$28.04	1/3/2023	\$23.81	\$25.34
11/18/2022	\$24.81	\$27.23	1/4/2023	\$25.41	\$25.34
11/21/2022	\$25.61	\$26.91	1/5/2023	\$25.29	\$25.34
11/22/2022	\$25.21	\$26.63	1/6/2023	\$25.40	\$25.34
11/23/2022	\$25.53	\$26.47	1/9/2023	\$24.65	\$25.32
11/25/2022	\$25.44	\$26.34	1/10/2023	\$26.00	\$25.34
11/28/2022	\$25.04	\$26.20	1/11/2023	\$26.72	\$25.37
11/29/2022	\$24.60	\$26.04	1/12/2023	\$26.56	\$25.40
11/30/2022	\$27.35	\$26.16	1/13/2023	\$25.96	\$25.42
12/1/2022	\$27.86	\$26.30	1/17/2023	\$26.88	\$25.45
12/2/2022	\$28.50	\$26.47	1/18/2023	\$27.43	\$25.50
12/5/2022	\$27.74	\$26.56	1/19/2023	\$25.75	\$25.50
12/6/2022	\$25.89	\$26.51	1/20/2023	\$27.03	\$25.54
12/7/2022	\$25.32	\$26.44	1/23/2023	\$28.74	\$25.61

Date	Closing Price	Average Closing Price Between November 15, 2022 and Date Shown	Date	Closing Price	Average Closing Price Between November 15, 2022 and Date Shown
12/8/2022	\$26.33	\$26.43	1/24/2023	\$28.74	\$25.67
12/9/2022	\$24.42	\$26.32	1/25/2023	\$27.98	\$25.72
12/12/2022	\$25.57	\$26.28	1/26/2023	\$27.96	\$25.77
12/13/2022	\$26.46	\$26.29	1/27/2023	\$29.15	\$25.84
12/14/2022	\$26.49	\$26.30	1/30/2023	\$28.25	\$25.88
12/15/2022	\$25.38	\$26.26	1/31/2023	\$28.69	\$25.94
12/16/2022	\$25.25	\$26.21	2/1/2023	\$29.08	\$26.00
12/19/2022	\$23.79	\$26.11	2/2/2023	\$30.90	\$26.09
12/20/2022	\$23.63	\$26.01	2/3/2023	\$25.31	\$26.07
12/21/2022	\$24.17	\$25.94	2/6/2023	\$23.73	\$26.03
12/22/2022	\$23.54	\$25.85	2/7/2023	\$26.18	\$26.03
12/23/2022	\$23.19	\$25.76	2/8/2023	\$26.20	\$26.04
12/27/2022	\$21.93	\$25.63	2/9/2023	\$24.67	\$26.01
12/28/2022	\$21.92	\$25.50	2/10/2023	\$23.70	\$25.98

DATED: _____

BY THE COURT:

Judge Eumi K. Lee

STIPULATION EXHIBIT A-3

Proof of Claim

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly Situated,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

PROOF OF CLAIM AND RELEASE FORM

EXHIBIT A-3

I. GENERAL INSTRUCTIONS

1. To recover as a member of the Settlement Class based on your claims in the class action entitled *Peters v. Twist Bioscience Corp., et al.*, Case No. 5:22-cv-08168-EKL (N.D. Cal.) (the “Litigation”), you must complete and, on page 9 below, sign this Proof of Claim and Release form (“Proof of Claim”).¹ If you fail to submit a timely and properly addressed (as explained in paragraph 2 below) Proof of Claim, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

¹ The terms of the Settlement are in the Stipulation of Settlement, dated April 30, 2026 (the “Stipulation”), which can be viewed at www.TwistSecuritiesSettlement.com. All capitalized terms not defined in this Proof of Claim have the same meanings as in the Stipulation.

Submission of this Proof of Claim, however, does not assure that you will share in the proceeds of the Settlement of the Litigation.

2. THIS PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **MUST BE SUBMITTED ONLINE AT: WWW.TWISTSECURITIESSETTLEMENT.COM NO LATER THAN _____, 2026 OR, IF MAILED, BE POSTMARKED NO LATER THAN _____, 2026, ADDRESSED AS FOLLOWS:**

Twist Securities Settlement
Claims Administrator
c/o Simpluris, Inc.
PO Box 25199
Santa Ana, CA 92799

Do not mail or deliver your Proof of Claim to the Court, the Parties, or their counsel. Submit your Proof of Claim only to the Claims Administrator through the Settlement website (www.TwistSecuritiesSettlement.com) or, if by mail, at the address set forth above. If you are NOT a Member of the Settlement Class, as defined in the Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”), or if you have submitted a request for exclusion, DO NOT submit a Proof of Claim.

3. If you are a member of the Settlement Class and you do not timely request exclusion by _____, 2026, you are bound by and subject to the terms of any judgment entered in the Litigation, including the Releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM OR RECEIVE A PAYMENT.**

4. It is important that you completely read and understand the Long-Form Notice that accompanies this Proof of Claim, including the Plan of Allocation of the Net Settlement Fund set forth in the Long-Form Notice. The Long-Form Notice describes the proposed Settlement, how

Settlement 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 Long-Form Notice (as well as the Stipulation) also contains the definitions of many of the capitalized terms used in this Proof of Claim. By signing and submitting this Proof of Claim, you will be certifying that you have read and understand the Long-Form Notice, including the terms of the Releases described in it and provided for by the Settlement.

II. CLAIMANT IDENTIFICATION

1. If you purchased or acquired Twist common stock: (i) in the December 2020 Offering pursuant to the 2020 Registration Statement; and/or (ii) between December 20, 2018 and November 15, 2022, both inclusive (the “Class Period”), and held the stock in your name, you are the beneficial owner as well as the record holder. If, however, you purchased or otherwise acquired Twist common stock during the Class Period through a third party, such as a brokerage firm, you are the beneficial owner and the third party is the record owner.

2. Use **Part I** of this form entitled “Claimant Identification” to identify each beneficial owner of Twist common stock that forms the basis of this claim, as well as the owner of record if different. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNERS OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS OF THE TWIST PUBLICLY TRADED SECURITIES UPON WHICH THIS CLAIM IS BASED.**

3. All joint owners must sign this claim. Executors, administrators, guardians, conservators, legal representatives, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this Proof of Claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the

claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

4. If you are acting in a representative capacity on behalf of a member of the Settlement Class (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that member of the Settlement Class. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

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

III. IDENTIFICATION OF TRANSACTIONS

1. Use **Part II** of this form entitled "Schedule of Transactions in Twist Common Stock" to supply all required details of your transaction(s) in Twist common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your holdings, purchases, or acquisitions and all of your sales of Twist common stock, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

4. For short-sale transactions, the date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Twist common stock. The date of a “short sale” is deemed to be the date of sale of the Twist common stock. A purchase, acquisition, or sale of Twist common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date; please provide any “contract” or “trade” dates in your claim.

5. For each transaction, you must provide, together with this Proof of Claim, copies of stockbroker confirmation slips, stockbroker statements, or other documentation adequately evidencing your transactions in Twist common stock. If such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN TWIST COMMON STOCK.**

6. The above requests are designed to provide the minimum amount of information necessary to process the most simple claims. The Claims Administrator may request additional information as required, and the failure to provide such information may delay processing of your claim or result in its rejection.

7. **NOTICE REGARDING ELECTRONIC FILES:** Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. (This is different than the online claim portal on the Settlement website.) All such Claimants **MUST** submit a signed Proof of Claim listing all their transactions

whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must visit www.TwistSecuritiesSettlement.com or contact the Claims Administrator at 1-833-386-6546 to obtain the required file layout. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

PART I – CLAIMANT INFORMATION

The Claims Administrator will use this information for all communications regarding this Proof of Claim. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner's Name

Co-Beneficial Owner's Name

Entity Name (if Beneficial Owner is not an individual)

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

Address1 (street name and number)

Address2 (apartment, unit or box number)

City

State

Zip Code

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Foreign Country (only if not USA)

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (home)

Telephone Number (work)

<input type="text"/>	<input type="text"/>
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Email address:

Account Number (account(s) through which the securities were traded):

Claimant Account Type (check appropriate box):

- | | | |
|---------------------------------------------------------------------|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401K | <input type="checkbox"/> Other _____ | (please specify) |

**PART II – SCHEDULE OF TRANSACTIONS IN
TWIST COMMON STOCK**

1. PURCHASES – Separately list each and every purchase or acquisition of Twist common stock from December 20, 2018 through and including November 15, 2022. Use the checkbox to indicate any Twist common stock purchased in the December 2020 Offering. (Must submit documentation.)

Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions, and fees)	Was the Share Purchased in the December 2020 Offering?
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>

2. SALES – Separately list each and every sale of Twist common stock from December 20, 2018 through and including [], 2026 (Date of Notice). (Must submit documentation.)

Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$

3. HOLDINGS AT END OF 90-DAY LOOKBACK PERIOD – State the total number of shares of Twist common stock held as of the close of trading on February 10, 2023. If none, write “0” or “Zero.” (Must submit documentation.) _____

4. ENDING HOLDINGS – State the total number of shares of Twist common stock held as of the close of trading on November 15, 2022. If none, write “0” or “Zero.” (Must submit documentation.) _____

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE, ADD THE TRANSACTIONS, AND CHECK THIS BOX**

YOU MUST READ AND SIGN THE RELEASE IN PART IV BELOW. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

**PART III – SUBMISSION TO JURISDICTION OF COURT AND
ACKNOWLEDGMENT**

By signing and submitting this Proof of Claim, the Claimant(s) or the person(s) acting on behalf of the Claimant(s) certify(ies) that: I (We) submit this Proof of Claim under the terms of the Settlement described in the accompanying Long-Form Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California (the “Court”) with respect to my (our) claim as a Settlement Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any judgment entered in connection with the Settlement in the Litigation, including the Releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in Twist common stock, if requested to do so. I (We) have not submitted any other claim covering the same transactions in Twist common stock that are the subject of this claim and know of no other person having done so on my (our) behalf.

PART IV – RELEASES, WARRANTIES, AND CERTIFICATION

By signing and submitting this Proof of Claim, the Claimant(s) or the person(s) acting on behalf of the Claimant(s) certify(ies) as follows:

1. I (We) hereby warrant and represent that I have read and understand the accompanying Long-Form Notice, including but not limited to the definitions of “Defendants,” “Released Claims,” “Related Parties,” “Released Parties,” and “Unknown Claims” that are set forth therein.

2. I (We) hereby warrant and represent that I am (we are) a Settlement Class Member as defined in the Long-Form Notice, that I am (we are) not excluded from the Settlement Class,

and that I am (we are) not one of the “Released Parties” as defined in the accompanying Long-Form Notice.

3. As a Settlement Class Member, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever release, relinquish, compromise, settle, resolve, waive, discharge, and dismiss on the merits with prejudice all of the Released Claims as to each and all of the Defendants and their Related Parties (as these terms are defined in the accompanying Long-Form Notice). This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

4. I (We) hereby waive the provisions, rights, and benefits of California Civil Code § 1542 and any and all provisions, rights, and benefits conferred by the law of any state or territory or other jurisdiction or principle of common law or foreign law that is similar, comparable, or equivalent to California Civil Code § 1542. Section 1542 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.

I (We) acknowledge that I (we) may hereafter discover facts in addition to or different from those which I (we) now know or believe to be true with respect to the subject matter of the Released Claims. Nevertheless, I (we) expressly fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, and discharge 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. I (we) acknowledge and

agree that I (we) have had the opportunity to consult with counsel of my (our) choice about the import of this paragraph 4 and the waivers herein, and that I (we) nevertheless freely and voluntarily agree and assent to such paragraph 4 and the waivers herein. The provisions of this paragraph 4 shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales of Twist common stock that occurred during the period December 20, 2018 through October 11, 2023 and the number of Twist common stock shares held by me (us), to the extent requested.

7. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

8. I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct.

9. Executed this ____ day of _____, 2026

Signature of Claimant

Type or print name of Claimant

Signature of Joint Claimant, if any

Type or print name of Joint Claimant

Signature of person signing on behalf

Type or print name of person signing

of Claimant

on behalf of Claimant

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

REMINDER CHECKLIST:

1. You must sign this Proof of Claim.
2. DO NOT HIGHLIGHT THE PROOF OF CLAIM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation, not originals, as these documents will not be returned to you.
4. Keep a copy of your Proof of Claim for your records.
5. If you move after submitting this Proof of Claim, please promptly notify the Claims Administrator of the change in your address; otherwise, you may not receive additional notices or payment.

STIPULATION EXHIBIT A-4

Summary Notice

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

EXHIBIT A-4

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED TWIST BIOSCIENCE CORPORATION COMMON STOCK (i) IN THE DECEMBER 2020 OFFERING PURSUANT TO THE 2020 REGISTRATION STATEMENT; AND/OR (ii) BETWEEN DECEMBER 20, 2018 AND NOVEMBER 15, 2022, BOTH INCLUSIVE.¹

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of California (the “Court”) and Rule 23 of the Federal Rules of Civil Procedure, that a hearing will be held on _____, 2026, at __:__.m., before the Honorable Eumi K. Lee, in Courtroom 7, 4th Floor, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, CA 95113, for the purpose of determining: (1) whether the proposed settlement of the claims in the above-captioned litigation (the “Litigation”) for the sum of \$17,050,000 in cash (the “Settlement”) should be approved by the Court as fair, reasonable, and adequate; (2) whether a Settlement Class should be certified for purposes of the Settlement; (3) whether this Litigation should be dismissed on the merits and with prejudice pursuant to the terms and conditions set forth in the Stipulation of Settlement dated April 30, 2026 (the “Stipulation”); (4) whether the proposed Plan of Allocation is fair, reasonable, and adequate and therefore should be approved; (5) the reasonableness of the application for payment of attorneys’ fees and expenses incurred in connection with this Litigation together with the interest earned thereon (and any payment to the Plaintiff pursuant to the Private Securities Litigation Reform Act of 1995 in connection with its representation of the Settlement Class); and (6) whether the Parties’ mutual releases of the Released Claims as set forth in the Stipulation should be ordered, along with a permanent injunction barring efforts to prosecute any Released Claims extinguished by the Settlement. The Court may change the date of this hearing, or hold it remotely, without providing another notice. You do NOT need to attend the hearing to receive a distribution from the Net Settlement Fund.

The Litigation has been preliminarily certified as a class action on behalf of a Settlement Class of all Persons or entities who purchased or otherwise acquired Twist common stock: (i) in the December 2020 Offering pursuant to the 2020 Registration Statement, and/or (ii) between December 20, 2018 and November 15, 2022, both inclusive, except for certain Persons or entities excluded from the Settlement Class, as defined in the full Long-Form Notice of Pendency and Proposed Settlement of Class Action (“Long-Form Notice”), which is available as described below. If the Settlement is approved, it will resolve all claims in the Litigation.

A detailed description of the Litigation, including important information about your rights and options, is in the detailed Long-Form Notice available at www.TwistSecuritiesSettlement.com

¹ Any capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated April 30, 2026 (the “Stipulation”), which is available on the website established for the Settlement at www.TwistSecuritiesSettlement.com.

or by contacting the Claims Administrator at: *Twist Securities Settlement*, Claims Administrator, c/o Simpluris, Inc., PO Box 25199, Santa Ana, CA 92799.

If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release form (“Proof of Claim”) online at www.TwistSecuritiesSettlement.com or by mail postmarked no later than _____, 2026 [90 calendar days from Notice Date]. Failure to timely submit a Proof of Claim will subject your claim to possible rejection and may preclude you from receiving any payment from the Settlement.

If you desire to be excluded from the Settlement Class, you must submit a request for exclusion electronically submitted or postmarked by _____, 2026 [21 calendar days prior to the Final Approval Hearing], in the manner and form explained in the detailed Long-Form Notice referred to above. All Members of the Settlement Class who do not timely and validly request exclusion from the Settlement Class will be bound by any judgment entered in the Litigation pursuant to the terms and conditions of the Stipulation.

Any objection to the Settlement, Lead Counsel’s Fee and Expense Application, and/or the proposed Plan of Allocation should be sent only to the Court and must be mailed or delivered to the Clerk of Court at the address below such that it is received no later than _____, 2026 [21 calendar days prior to the Final Approval Hearing]:

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION
Robert F. Peckham Federal Building &
United States Courthouse
280 South 1st Street, Room 2112
San Jose, California 95113

PLEASE DO NOT CONTACT THE COURT OR THE CLERK’S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact counsel for Plaintiff at the address listed above, email twistsettlement@bfalaw.com, call (888) 879-9418, or go to the following website: www.TwistSecuritiesSettlement.com.

DATED: _____

BY THE COURT:

Judge Eumi K. Lee

STIPULATION EXHIBIT B

Proposed Judgment

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

**[PROPOSED] FINAL JUDGMENT
APPROVING SETTLEMENT**

EXHIBIT B

Hon. Eumi K. Lee

1 This matter came before the Court for hearing pursuant to the Order Preliminarily
2 Approving Settlement and Providing for Class Notice (“Notice Order”) dated _____, on
3 the application of the Parties for approval of the settlement set forth in the Stipulation of Settlement
4 dated April 30, 2026 (the “Stipulation”). Due and adequate notice having been given to the
5 Settlement Class as required in said Notice Order, and the Court having considered all papers filed
6 and proceedings had herein and otherwise being fully informed in the premises and good cause
7 appearing therefor, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

8 1. This Court has jurisdiction over the subject matter of the Litigation and all matters
9 relating to the Settlement, and personal jurisdiction over all Parties to the Litigation, including all
10 Members of the Settlement Class.

11 2. Excluded from the Settlement Class is any Person who timely and validly sought
12 exclusion from the Settlement Class, [as identified in Exhibit A hereto].

13 3. All defined terms contained herein shall have the same meanings as set forth in the
14 Stipulation, unless otherwise defined herein.

15 4. For settlement purposes only, the prerequisites for a class action under Rule 23(a)
16 and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (i) Settlement Class
17 Members are so numerous that joinder of all Settlement Class Members in the Litigation is
18 impracticable; (ii) there are questions of law and fact common to the Settlement Class which
19 predominate over any individual questions; (iii) the claims of Lead Plaintiff are typical of the claims
20 of the Settlement Class; (iv) Lead Plaintiff and Lead Counsel have fairly and adequately represented
21 and protected the interests of all Settlement Class Members; and (v) a class action is superior to
22 other available methods for the fair and efficient adjudication of the controversy, considering the
23 factors set out in Federal Rule of Civil Procedure 23(b)(3)(A)-(D).

24 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
25 affirms its determination in the Notice Order and finally certifies, for settlement purposes only, a
26 Settlement Class defined as:

27 All Persons who purchased or otherwise acquired Twist common
28 stock (a) in the December 2020 Offering pursuant to the 2020

1 Registration Statement, and were damaged thereby; and/or
2 (b) between December 20, 2018 through November 15, 2022, both
3 inclusive, and were damaged thereby.

4 Excluded from the Settlement Class are: (i) Defendants and any affiliates or subsidiaries thereof;
5 (ii) present and former officers and directors of Twist and their immediate family members (as
6 defined in Item 404 of SEC Regulation S-K, 17 C.F.R. § 229.404, Instructions (1)(a)(iii) &
7 (1)(b)(ii)); (iii) Defendants' liability insurance carriers, and any affiliates or subsidiaries thereof;
8 (iv) any entity in which any Defendant had or has had a controlling interest; (v) Twist's employee
9 retirement and benefit plan(s); and (vi) the legal representatives, heirs, estates, agents, successors,
10 or assigns of any person or entity described in the preceding five categories. Also excluded from
11 the Settlement Class are those Persons who timely and validly request exclusion from the
12 Settlement Class pursuant to the requirements set by the Court.

13 6. Pursuant to Rule 23, and for purposes of settlement only, the Court hereby affirms
14 its determination in the Notice Order and finally certifies Lead Plaintiff as Settlement Class
15 Representative for the Settlement Class, and finally appoints the law firm of Bleichmar Fonti &
16 Auld LLP as Settlement Class Counsel. Settlement Class Representative and Settlement Class
17 Counsel have fairly and adequately represented the Settlement Class and satisfied the requirements
18 of Federal Rule of Civil Procedure 23.

19 7. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby
20 approves the Settlement set forth in the Stipulation in all respects (including, without limitation:
21 the amount of the Settlement, the Releases provided for therein; and the dismissal with prejudice
22 of the claims asserted against Defendants in this Litigation, as provided for therein) and finds that
23 in light of the benefits to the Settlement Class, the complexity and expense of further litigation, and
24 the costs of continued litigation, the Settlement is, in all respects fair, reasonable, and adequate,
25 having considered and found that: (i) Lead Plaintiff and Lead Counsel have adequately represented
26 the Settlement Class; (ii) the proposal was the product of informed, arm's length negotiations
27 among competent, able counsel; (iii) the relief provided for the Settlement Class is adequate, having
28 taken into account (a) the costs, risks, and delay of trial and appeal; (b) the effectiveness of any

1 proposed method of distributing relief to the Settlement Class, including the method of processing
2 Settlement Class Members' claims; (c) the terms of any proposed award of attorneys' fees,
3 including timing of payment; and (d) any agreement required to be identified under Rule 23(e)(2);
4 (iv) the proposed Plan of Allocation treats Settlement Class Members equitably relative to each
5 other; (v) there was no collusion in connection with the Stipulation; and (vi) the record is
6 sufficiently developed and complete to have enabled Lead Plaintiff and Defendants to have
7 adequately evaluated and considered their positions.

8 8. Accordingly, the Court authorizes and directs implementation and performance of
9 all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. The Court
10 hereby dismisses the Litigation and all Released Claims of Plaintiff and the Settlement Class with
11 prejudice, without costs as to any of the Released Parties, except as and to the extent provided in
12 the Stipulation and herein; *provided, however*, that such dismissal is without prejudice with respect
13 to any individual claim of those Persons who have validly and timely requested exclusion from the
14 Settlement Class.

15 9. All agreements made and orders entered during the course of the Litigation relating
16 to the confidentiality of information shall survive this Order, pursuant to their terms.

17 10. The terms of the Stipulation and of this Judgment shall be forever binding on the
18 Parties, their respective Related Parties, and all other Settlement Class Members (regardless of
19 whether or not any individual Settlement Class Member submits a Proof of Claim and Release form
20 ("Proof of Claim") or seeks or obtains a distribution from the Net Settlement Fund), as well as their
21 respective successors and assigns.

22 11. Upon the Effective Date, and as provided in the Stipulation, Plaintiff, its Related
23 Parties, and the Settlement Class Members shall be deemed to have, and by operation of this
24 Judgment shall have, fully, finally, and forever released, relinquished, compromised, settled,
25 resolved, waived, discharged, and dismissed on the merits with prejudice all Released Claims
26 (including, without limitation, Unknown Claims) against Defendants and their Related Parties
27 (including Defendants' Counsel). All such Releases shall be effective whether or not any
28 Settlement Class Member executes and delivers a Proof of Claim or participates in the Settlement

1 Fund, and whether or not such Settlement Class Member objects to the Settlement. Claims to
2 enforce the terms of the Stipulation are not released. For the avoidance of doubt, the releases herein
3 do not include any claims: (i) that may be asserted derivatively against or on behalf of any
4 Defendant, including claims asserted in *Shumacher v. Leproust, et al.*, No. 1:23-cv-01048-UNA
5 (D. Del.) and any other pending derivative actions brought on behalf of Twist; (ii) that any
6 Defendant, and/or their Related Parties, may have against any other Defendant and/or their Related
7 Parties; and/or (iii) any claims relating to the enforcement of the Settlement.

8 12. Upon the Effective Date, and as provided in the Stipulation, each of the Released
9 Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and
10 forever released, relinquished, and discharged Plaintiff, Plaintiff's Related Parties (including
11 Plaintiff's Counsel), and Settlement Class Members from all Released Claims (including, without
12 limitation, Unknown Claims) arising out of, relating to, or in connection with the institution,
13 prosecution, assertion, settlement or resolution of: (i) the Litigation; or (ii) the Released Claims,
14 except for those claims brought to enforce the Settlement.

15 13. Upon the Effective Date, and as provided in the Stipulation, the Parties, their
16 respective Related Parties, and the Settlement Class Members shall be deemed to have, and by
17 operation of this Judgment shall have, waived the provisions, rights, and benefits of California Civil
18 Code § 1542 and any and all provisions, rights, and benefits conferred by the law of any state or
19 territory or other jurisdiction or principle of common law or foreign law that is similar, comparable,
20 or equivalent to California Civil Code § 1542. Section 1542 provides:

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

25 The Parties, their respective Related Parties, and Settlement Class Members may hereafter discover
26 facts in addition to or different from those which he, she, they, or it now know(s) or believe(s) to
27 be true with respect to the subject matter of the Released Claims. Nevertheless, upon the Effective
28 Date, the Parties, their respective Related Parties, and Settlement Class Members shall be deemed

1 to have, and by operation of this Judgment shall have, expressly fully, finally, and forever settled
2 and released any and all Released Claims, known or unknown, suspected or unsuspected,
3 contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore
4 have existed, upon any theory of law or equity now existing or coming into existence in the future,
5 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
6 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such
7 different or additional facts.

8 14. Upon the Effective Date, Plaintiff, each of Plaintiff's Related Parties, and each of
9 the Settlement Class Members who have not validly opted out of the Settlement Class, and anyone
10 claiming through, under, or on behalf of them, are and shall be forever barred and enjoined from
11 commencing, instituting, intervening in, prosecuting, or continuing to prosecute any action or
12 proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum
13 of any kind, asserting any of the Released Claims against any of the Defendants and/or their Related
14 Parties, and each of them.

15 15. Upon the Effective Date, any and all future claims for contribution or indemnity (or
16 any other claim or claim-over, however denominated, for which the injury claimed is that person's
17 or entity's alleged liability to Plaintiff or Settlement Class Members) among and against Plaintiff,
18 Plaintiff's Related Parties, any and all Settlement Class Members, Defendants, and Defendants'
19 respective Related Parties arising out of the Litigation and Released Claims are permanently barred,
20 extinguished, and discharged to the fullest extent permitted by law (the "Bar Order"), provided,
21 however, that the Bar Order shall not preclude either (i) Defendants from seeking to enforce any
22 rights they may have under any applicable insurance policies or (ii) any right of indemnification or
23 contribution that Defendants may have under contract or otherwise. The Bar Order shall be
24 consistent with, and apply to the full extent of, the Private Securities Litigation Reform Act.

25 16. Notwithstanding any of the foregoing, nothing in this Judgment shall bar any action
26 by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

27 17. The dissemination of the Notice of Pendency and Proposed Settlement of Class
28 Action given to the Settlement Class ("Notice"), Long-Form Notice of Pendency and Proposed

1 Settlement of Class Action, and Summary Notice in accordance with the Notice Order entered on
2 _____, 2026: (i) complied with the terms of the Stipulation and the Notice Order;
3 (ii) constituted the best notice practicable under the circumstances; (iii) are reasonably calculated,
4 under the circumstances, to describe the terms and effect of the Settlement and to apprise Settlement
5 Class Members of their right to object to the proposed Settlement or to exclude themselves from
6 the Settlement Class; (iv) are reasonable and constitute due, adequate, and sufficient notice to all
7 persons entitled to receive such notice; and (v) satisfy all applicable requirements of the Federal
8 Rules of Civil Procedure (including Rules 23(c)-(e)), the Due Process Clause of the United States
9 Constitution, 15 U.S.C. § 77z-1(a)(7) and 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, the
10 rules of this Court, and all other applicable law and rules. No Settlement Class Member is relieved
11 from the terms of the Settlement, including the releases provided for therein, based upon the
12 contention or proof that such Settlement Class Member failed to receive actual or adequate notice.
13 A full opportunity has been offered to Settlement Class Members to object to the proposed
14 Settlement and to participate in the hearing thereon. Thus, it is hereby determined that all Members
15 of the Settlement Class are bound by this Order and Final Judgment [except those persons listed on
16 Exhibit 1 to this Final Judgment].

17 18. Twist has complied with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715,
18 *et seq.* (“CAFA”). Twist timely mailed, or caused to be mailed, notice of the Settlement pursuant
19 to 28 U.S.C. § 1715(b), including notices to the Attorney General of the United States of America
20 and the Attorney General of each State. The CAFA notice contains the documents and information
21 required by 28 U.S.C. § 1715(b)(1)-(8). The Court finds that Twist has complied in all respects
22 with the notice requirements of CAFA. Any plan of allocation submitted by Lead Counsel or any
23 order entered regarding any attorneys’ fee and expense application shall in no way disturb or affect
24 this Judgment and shall be considered separate from this Judgment. Any order or proceeding
25 relating to any plan of allocation or any order entered regarding any attorneys’ fee and expense
26 application, or any appeal from any order relating thereto or reversal or modification thereof, shall
27 not affect or delay the finality of the Final Judgment.

1 19. Neither this Judgment, the Stipulation nor the Settlement contained herein, nor any
2 act performed or document executed pursuant to or in furtherance of the Stipulation or the
3 Settlement: (a) is or may be deemed to be or may be used as an admission of, or concession or
4 evidence of, the validity of any Released Claim, the truth of any fact alleged in the Litigation, the
5 deficiency of any defense that has been or could have been asserted in the Litigation, or of any
6 alleged wrongdoing, liability, negligence, or fault of any of the Defendants or any of their Related
7 Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any
8 fault or misrepresentation or omission, including with respect to any statement or written document
9 attributed to, approved or made by, any Defendant in any civil, criminal, or administrative
10 proceeding in any court, administrative agency, proceeding, or other forum or tribunal.

11 20. Defendants and their Related Parties may file the Stipulation and/or the Judgment
12 in any action that may be brought against them in order to support a defense or counterclaim based
13 on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
14 reduction, or any other theory of, without limitation, claim preclusion or issue preclusion or similar
15 defense or counterclaim.

16 21. Without affecting the finality of this Judgment in any way, this Court shall retain
17 jurisdiction with respect to: (a) implementation and enforcement of the Settlement and terms of the
18 Stipulation; (b) disposition and distribution of the Settlement Fund including interest earned
19 thereon; and (c) determining attorneys' fees, expenses, and awards in the Litigation. All Parties
20 hereto submit to the jurisdiction of the Court for purposes of construing, implementing, and
21 enforcing the Settlement embodied in the Stipulation.

22 22. The Court finds that during the course of the Litigation, the Parties and their
23 respective counsel at all times complied with the requirements of Federal Rule of Civil
24 Procedure 11 in connection with the institution, prosecution, defense, and settlement of the
25 Litigation.

26 23. Without further approval from the Court, Plaintiff and Defendants are hereby
27 authorized to agree to and adopt such amendments or modifications of the Stipulation or any
28 exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with

1 this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection
2 with the Settlement. Without further order of the Court, Plaintiff and Defendants may agree in
3 writing to reasonable extensions of time to carry out any provisions of the Stipulation.

4 24. If the Effective Date does not occur because there is a failure of a condition set forth
5 in ¶8.1 of the Stipulation, this Judgment shall be vacated and rendered null and void, and shall be
6 of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment
7 shall be without prejudice to the rights of Plaintiff, the other Settlement Class Members, and
8 Defendants, all of whom shall revert to their respective positions in the Litigation as of March 31,
9 2026.

10 25. The Claims Administrator shall administer the claims administration process,
11 including the calculation of claims submitted by Settlement Class Members and distribution of the
12 Net Settlement Fund to Authorized Claimants pursuant to the Court-approved Plan of Allocation.
13 All Settlement Class Members shall submit a Proof of Claim under penalty of perjury by the date
14 set forth in the Notice sent to Settlement Class Members. Lead Counsel may, in its discretion,
15 accept for processing any late-submitted Proof of Claim so long as the distribution of the Net
16 Settlement Fund is not materially delayed.

17 26. There is no just reason for delay in the entry of this Judgment and immediate entry
18 by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of
19 Civil Procedure.

20 **IT IS SO ORDERED.**

21
22 DATED: _____

Honorable Eumi K. Lee
United States District Judge

EXHIBIT 2

**Declaration of
Jacob Kamenir**

1 Adam C. McCall (SBN 302130)
2 BLEICHMAR FONTI & AULD LLP
3 1330 Broadway, Suite 630
4 Oakland, California 94612
5 Tel: (415) 445-4003
6 Fax: (415) 445-4020

7 Joseph A. Fonti (*pro hac vice*)
8 Nancy A. Kulesa (*pro hac vice*)
9 George N. Bauer (*pro hac vice*)
10 Benjamin F. Burry (*pro hac vice*)
11 Thayne Stoddard (*pro hac vice*)
12 300 Park Avenue, Suite 1301
13 New York, New York 10022
14 Tel: (212) 789-1340
15 Fax: (212) 205-3960
16 jfonti@bfalaw.com
17 nkulesa@bfalaw.com
18 gbauer@bfalaw.com
19 bburry@bfalaw.com
20 tstoddard@bfalaw.com

21 *Counsel for Lead Plaintiff Policemen's*
22 *Annuity and Benefit Fund of Chicago and*
23 *Counsel for the Putative Class*

24 **UNITED STATES DISTRICT COURT**
25 **NORTHERN DISTRICT OF CALIFORNIA**
26 **SAN JOSE DIVISION**

27 ANTHONY JOSEPH PETERS, Individually)
28 and on Behalf of All Others Similarly) Case Number: 5:22-cv-08168-EKL
Situating,)
Plaintiffs,) CLASS ACTION
v.) **DECLARATION OF JACOB KAMENIR**
TWIST BIOSCIENCE CORPORATION,) **ON BEHALF OF SETTLEMENT**
EMILY M. LEPROUST, and JAMES M.) **ADMINISTRATOR SIMPLURIS, INC. IN**
THORBURN) **SUPPORT OF LEAD PLAINTIFF'S**
Defendants.) **UNOPPOSED MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **PROPOSED CLASS ACTION**
) **SETTLEMENT**
) Courtroom: 7, 4th Floor
) Judge: Honorable Eumi K. Lee

1 I, Jacob J. Kamenir, hereby declare as follows:

2 1. Under penalties as provided by law pursuant to 28 U.S.C. § 1746, I certify that the
3 statements set forth in this declaration are true and correct, except as to matters herein stated to
4 be on information and belief, and as to such matters, I certify that I believe the same to be true.

5 2. I am Vice President of Notice at Simpluris, Inc. (“Simpluris”).¹ Simpluris is a
6 national full-service class action notice and claims administrator.

7 3. I am an attorney licensed to practice in the State of Minnesota and I hold a Master
8 of Science in Industrial Administration (a variant of an MBA) from Purdue University. I have an
9 extensive background in data analytics and legal marketing, and co-lead Simpluris’s legal
10 noticing team. I have developed and overseen, in whole or in part, hundreds of class notice plans
11 and administrations, and have given both written and oral testimony on class notice and
12 administration procedures in federal and state courts.

13 4. The following statements are based on my personal knowledge and information
14 provided by other Simpluris employees working under my supervision, and if called on to do so,
15 I could and would testify competently thereto.

16 **SIMPLURIS EXPERIENCE**

17 4. Simpluris has been administering class action settlements for over fifteen years, in
18 which time we have been appointed in over 10,000 cases and distributed over \$10 billion in funds.
19 Our leadership team has nearly 100 years of combined industry experience that includes some of
20 the largest class action administrations in the United States, including *In re: Equifax, Inc.,*
21 *Customer Data Security Breach*, Case No. 1:17-md-2800 (N.D. Ga.) and *In re: Premera Blue*
22 *Cross Customer Data Security Breach*, Case No. 3:15-md-2633 (D. Or.). Recent representative
23 cases include *Cullen v. Ryvyl Inc.*, No. 23-cv-0185 (S.D. Cal.); *Wang v. Ampio Pharma., Inc.*, No.
24 22-cv-2105 (D. Colo.); *Crivellaro v. Singularity Future Tech. Ltd.*, No. 22-cv-7499 (E.D.N.Y.);
25 *Cordova et al v. United Education Institute et al*, Case No. 37-2012-00083573, Cal. Sup. Ct. (San
26

27 ¹ Capitalized terms not otherwise defined herein have the meanings set forth in the Stipulation of Settlement, dated
28 April 30, 2026, and filed contemporaneously herewith.

1 Diego); *Shuts v. Covenant Holdco, LLC*, Case No. RG10551807, Cal. Sup. Ct. (Alameda);
2 *Hamilton et al v. Suburban Propane Gas Corp.*, Case No. BC433779, Cal. Sup. Ct. (Los
3 Angeles); *Upadhyay et al v. Prometheus Real Estate Group*, Case No. 1-08-CV-118002, Cal.
4 Sup. Ct. (Santa Clara); *Starke v. Stanley Black & Decker Inc.*, Case No. C-03-CV-21-001091,
5 Md. Cir. Ct. (Baltimore); and *Hale v. Manna Pro Products LLC*, Case No. 2:18-cv-00209 (E.D.
6 Cal.).

7 5. Simpluris was selected by Lead Counsel Bleichmar Fonti & Auld LLP (“Lead
8 Counsel” or “BFA”) to serve as the Claims Administrator for this Action, subject to the approval
9 of the Court, after submitting a detailed proposal in response to a request for proposals received
10 from BFA. Simpluris’s proposal included information on its proposed pricing for the engagement
11 including its per-claim fees for claims processing and per-unit fees for others costs such as
12 printing Notice postcards, and postage, telephone, and website services. Other than in this action,
13 BFA has engaged Simpluris in one derivative matter in the past two years and has not otherwise
14 engaged Simpluris in any securities class action.

15 **PRIVACY AND SECURITY**

16 6. Simpluris maintains robust data and cybersecurity practices, controls, and
17 procedures. These include the use of layered, industry-leading software and hardware systems to
18 prevent both external and internal unauthorized access to sensitive client and company data.
19 Unique among other administrators, Simpluris has developed a comprehensive, integrated
20 administration system, Cadence, which was designed specifically to provide the highest level of
21 data privacy and anti-intrusion security. Our systems are monitored, tested, and constantly
22 upgraded by a highly experienced team of IT professionals, and systemwide security is overseen
23 directly by our CTO.

24 7. Simpluris is SOC 2 Type 1 and Type 2 certified. SOC 2 is a standard developed
25 by the American Institute of CPAs (AICPA) to ensure that customer data is handled in a way that
26 meets strict security, availability, integrity, confidentiality, and privacy standards. Certification
27

1 requires an extensive audit of all aspects of company data practices by a qualified independent
2 CPA or accounting firm.

3 8. As an approved Redress Administrator for the Federal Trade Commission (FTC),
4 and approved Fund Administrator for the Securities and Exchange Commission (SEC), Simpluris
5 maintains Federal Information Security Management Act (FISMA) and National Institute of
6 Standards and Technology (NIST) certification for data security.

7 9. All Simpluris employees are required to undergo HIPAA training.

8 10. Simpluris will access and handle Settlement Class Member data solely for the
9 purpose of administering this Settlement.

10 11. Simpluris has implemented these privacy and security procedures successfully in
11 prior matters and will utilize the same here.

12 **OVERVIEW**

13 12. Simpluris has been selected by Lead Counsel to be the Claims Administrator for
14 the Settlement in the above-captioned case, and this declaration details Simpluris' duties and
15 responsibilities.

16 13. If approved by the Court, Simpluris will be charged with, among other
17 responsibilities:

- 18 a. Establishing and maintaining an Interactive Voice Response (“IVR”) settlement
19 toll-free telephone number that will be available 24 hours a day and offer answers
20 to frequently asked questions (“FAQs”) and the option to speak with live agents
21 during business hours;
- 22 b. Establishing and maintaining a settlement-specific email inbox which will be
23 monitored for Settlement Class Member inquiries;
- 24 c. Developing and maintaining an interactive Settlement Website (defined at ¶ 29
25 below) that will host relevant settlement documents; allow eligible Settlement
26 Class Members to submit claims electronically and elect to receive their payments

1 16. Based on communications with Lead Counsel, Simpluris expects to receive data
2 provided by Defendant Twist Biosciences Corporation’s securities transfer agent that will identify
3 Settlement Class Members and provide, where available, postal and/or email addresses for
4 potential Settlement Class Members. Once the class data is received and analyzed, Simpluris will
5 execute the direct notice program described below.

6 17. **Notice by U.S. Mail.** Simpluris will use the United States Postal Service (“USPS”)
7 to send the Notice to all Settlement Class Members for whom a postal address is available. The
8 Notice will direct Settlement Class Members to the Settlement Website and provide other details
9 of the Settlement, as well as include other methods that Settlement Class Members may use to
10 obtain information about the Settlement (*e.g.*, via email, using a toll-free phone number, or by
11 regular mail).

12 18. Prior to mailing the Notice, Simpluris will update the mailing address information
13 for Settlement Class Members via the USPS National Change of Address (NCOA) database,
14 which provides updated address information for individuals or entities who have moved during
15 the previous four years and filed a change of address with the USPS. Additionally, all addresses
16 will be processed through the USPS Coding Accuracy Support System (CASS) and Locatable
17 Address Conversion System (LACS) to ensure deliverability.

18 19. Notices that are returned to Simpluris by the USPS with a forwarding address will
19 be re-mailed to the new address provided by the USPS, and the Settlement Class Member database
20 will be updated accordingly.

21 20. Notices that are returned to Simpluris by the USPS without a forwarding address
22 will be processed through a public records address verification search (commonly referred to as
23 “skip tracing”) utilizing a wide variety of data sources, including public records, real estate
24 records, electronic directory assistance listings, and other sources, to locate updated postal
25 addresses. When a new address is identified, the Settlement Class Member database will be
26 updated with the new address information and the Notice will be re-mailed to that address.

1 21. Many potential Settlement Settlement Class Members are expected to be
2 beneficial purchasers whose securities are held in “street name” – i.e., the securities are purchased
3 by brokerage firms, banks, institutions, and other third-party nominees in the name of the
4 respective nominees, on behalf of the beneficial purchasers. Simpluris maintains a proprietary
5 database with the names and addresses of the largest and most common banks, brokers, and other
6 nominees. Simpluris will cause the Notice to be sent by First-Class mail and/or email to the
7 entities on this list.

8 22. If any of these entities request that Simpluris either send notice on its behalf, or
9 send notices to them for dissemination, Simpluris will timely honor either request.

10 23. Ultimately, Simpluris estimates that it will mail and/or email a total of
11 approximately 53,500 Notices to potential Settlement Class members and nominees. Based on
12 recent securities class action settlements that are generally comparable to this case, we expect an
13 approximate claims rate of between 30% and 50% of the Notices mailed, which translates to
14 approximately 16,050 – 26,750 claims.²

15 24. **Media Notice.** Simpluris will cause to have the Summary Notice published in a
16 widely recognized and respected national financial news publication, *Investor’s Business Daily*,
17 as well as on banner advertisements on top stock market trend websites, and social media
18 advertisements to users who follow stock tracking accounts. The Summary Notice will be
19 published in either publication as a quarter-page black and white notice.

20 25. **Press Release.** A press release including the Summary Notice will be distributed
21 via *PR Newswire’s* U.S. National Newslines (US1), which reaches thousands of journalists,
22 newsrooms, and online news outlets across the country.

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25 ² For reference, the following cases were used in determining this range, and were selected because they are recent
26 examples of cases where Simpluris served as the claims administrator and in which there were similar alleged claims
27 and similar methods of dissemination of notice: *Cullen v. Ryvyl Inc.*, No. 23-cv-0185 (S.D. Cal.) (28,718 total claims);
Wang v. Ampio Pharma., Inc., No. 22-cv-2105 (D. Colo.) (24,159 total claims); and *Crivellaro v. Singularity Future
Tech. Ltd.*, No. 22-cv-7499 (E.D.N.Y.) (24,683 total claims).

1 29. Settlement Class Members who prefer to file a paper Claim Form will have the
2 opportunity to download a printable copy of the form from the Settlement Website, or to request
3 that a Claim Form be mailed to them.

4 30. After filling out a Claim Form either online or on paper, Settlement Class members
5 wishing to be eligible to receive a distribution will also need to provide adequate supporting
6 documentation for the transactions and holdings in Twist common stock reported therein.

7 31. Each Claim received by Simpluris will be reviewed upon receipt to verify that all
8 required information has been provided. The documentation provided with each Claim will be
9 reviewed for authenticity and compared to the information provided in the Claim to verify the
10 Claimant's identity and the purchase/acquisition, sale, and holding information. Simpluris will
11 process each Claim in accordance with the Court-approved Plan of Allocation using the loss
12 calculation module developed for the Settlement.

13 32. Simpluris will provide Lead Counsel timely reports on the claims submitted.

14 33. Dispute resolution for claims will be conducted in accordance with the Court-
15 approved Plan of Allocation, and in consultation with Lead Counsel. Simpluris will timely notify
16 Lead Counsel of any disputed claims.

17 34. In addition, if a Claim is determined to be defective, a deficiency notification will
18 be sent to the Claimant, via letter or email, describing the deficiency in the Claim including, where
19 applicable, what is necessary to cure the deficiency. The deficiency notification will also advise
20 Claimants how much time they have to submit the appropriate information and/or documentary
21 evidence to complete/cure their Claim. If the deficiency in the Claim is not cured, the Claim will
22 be recommended for rejection (in whole or in part). The deficiency notification will also advise
23 Claimants of their right to contest Simpluris's administrative determination with respect to their
24 Claim and to request Court review of their Claim.

25 35. Simpluris will immediately notify Lead Counsel if any requests for exclusion or
26 objections are received.

SETTLEMENT DISBURSEMENTS

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2 36. Simpluris will ensure that all federal and state statutory and regulatory tax filing
3 and reporting requirements for the Settlement Fund are fully complied with and completed.

4 37. Once the deadline for Settlement Class Members to submit Claim Forms has
5 passed and after the Claims (and responses to deficiency notifications) have been fully processed,
6 quality assurance reviews performed, and final administrative determinations have been made as
7 to which Claims are valid, Lead Counsel will present Simpluris’s administrative report on the
8 Claims received for the Settlement to the Court, along with a proposed plan for distribution.
9 Thereafter, upon Court approval, Simpluris will distribute the net Settlement proceeds to eligible
10 Settlement Class members *pro rata* based upon each Claim’s recognized loss amount as
11 calculated pursuant to the Court-approved Plan of Allocation, the total recognized losses of all
12 eligible Claims, and the amount available for distribution.

13 38. Distributions from the Net Settlement Fund will be sent to Authorized Claimants
14 via check or wire with, in the case of check payments, a specified period for each to cash their
15 payment (typically 90 days). For any checks that are not cashed, Simpluris will conduct an
16 outreach campaign to encourage cashing and to provide Authorized Claimants with reissued
17 checks where applicable.

18 39. The procedure described above is the standard claims administration process for
19 all securities class action settlements handled by Simpluris.

20 40. When appropriate, tax documents will be mailed to Settlement Class Members
21 who select payment by check, and emailed to Settlement Class Members who select a digital
22 payment option.

23 41. Any mailed Settlement disbursement checks that are returned as undeliverable will
24 be skip traced, as described above, and remailed.

25 42. Once the Fee and Expense Award, any Court-approved award to the Lead Plaintiff,
26 Notice and Administration Costs, Taxes and Tax Expenses, and individual disbursements from
27 the Net Settlement Fund to Authorized Claimants have been paid and the final check negotiation

1 deadline has passed, any residual funds remaining in the Net Settlement Fund shall, if approved
2 by the Court, be re-allocated among Authorized Claimants until such redistributions are no longer
3 feasible. Any remaining amount following such redistributions shall be donated to the Parties'
4 chosen *cy pres* recipient, the Gladstone Institutes.

5 **ESTIMATED ADMINISTRATION COSTS**

6 43. Based on Simpluris's experience with securities settlements with similar numbers
7 of shareholders, we estimate that administering the settlement notice, claims processing, and
8 settlement distribution aspects of this proposed settlement will generate professional services fees
9 and expenses of approximately \$134,547.

10 44. The foregoing amounts are estimates and the ultimate cost of this administration
11 could change if the number of Notices mailed is substantially greater (or smaller) than Simpluris's
12 estimate or if the number of Claims received is substantially greater (or smaller) than the estimate.
13 In addition, the costs of this administration could also be impacted by any out of scope work
14 encountered during the course of the administration. Simpluris will always strive to keep costs
15 down whenever possible.


16 **CONCLUSION**

17 45. Simpluris will administer its duties with respect to the Settlement as agreed to by
18 the parties and approved by the Court, and in accordance with industry best practices and in full
19 compliance with all applicable federal and state statutes and regulations.

20 46. I believe that proposed Notice Plan, consisting of direct notice by mail to nearly
21 the entire class, targeted print media, interactive settlement website, and communication with
22 Settlement Class Members via email and IVR, represents "the best notice that is practicable under
23 the circumstances" and will fully comply with the requirements set forth in Fed. R. Civ. P.
24 23(c)(2)(B).

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26 I declare under penalty of the perjury under the laws of the United States that the foregoing is true
27 and correct.

1 Executed on April 30, 2026.



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Jacob J. Kamenir

EXHIBIT 3

**Declaration of
Chad Coffman**

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

TWIST BIOSCIENCE
CORPORATION, EMILY M.
LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

**DECLARATION OF CHAD COFFMAN,
CFA, REGARDING CALCULATIONS OF
ARTIFICIAL INFLATION AND
RECOGNIZED LOSS AMOUNTS FOR
THE PLAN OF ALLOCATION**

1 I, Chad Coffman, declare as follows:

2 **I. INTRODUCTION**

3 1. I am the President of Peregrine Economics, a Chicago-based firm that specializes in the
4 application of economics, finance, statistics, and valuation principles to questions that arise in a variety
5 of contexts, including, as here, litigation. I hold a Bachelor's Degree in Economics with Honors from
6 Knox College and a Master's of Public Policy from the University of Chicago. I am also a CFA charter-
7 holder. The CFA, or Chartered Financial Analyst, designation is awarded to those who have sufficient
8 practical experience and complete a rigorous series of three examinations over three years that cover a
9 wide variety of financial topics including financial statement analysis and valuation. I, along with
10 several others, founded Peregrine Economics in January 2024.

12 2. Before starting Peregrine Economics, I served as the President of Global Economics Group,
13 which I co-founded in March 2008. Prior to starting Global Economics Group, I was employed by
14 Chicago Partners for over twelve years. At both Global Economics Group and Chicago Partners, I was
15 responsible for conducting and managing analysis in a wide variety of areas including securities
16 valuation and damages, labor discrimination, and antitrust. I have been engaged numerous times as a
17 valuation expert both within and outside the litigation context. My experience in class action securities
18 cases includes work for plaintiffs, defendants, D&O insurers, and a prominent mediator (The Hon.
19 Daniel Weinstein (Ret.)) to provide economic analysis and opinions in dozens of securities class actions
20 as well as other matters. As a result of my involvement in these cases, much of my career has been spent
21 analyzing and making inferences about how quickly and reliably, and to what degree, new information
22 impacts securities prices.
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1 3. I have assisted in designing over 172 plans of allocation pertaining to settlements in
 2 securities fraud litigation cases, as in this matter, including 40 in this Circuit and 22 in this District.¹ My
 3 qualifications are further detailed in my curriculum vitae, which is attached as **Appendix A**.

4 4. In connection with the Settlement of the above-captioned litigation (the “Action”), I was
 5 retained by counsel for Lead Plaintiff (“Lead Counsel”) to assist in the design of a proposed “Plan of
 6 Allocation” to fairly and equitably allocate the Net Settlement Fund among eligible Settlement Class
 7 Members (*i.e.*, Settlement Class Members who or which submit a valid and timely Claim Form to the
 8 Claims Administrator). I have been asked by Lead Counsel to explain how the Settlement Class’s
 9 Recognized Loss Amounts are calculated for both Securities Act and Exchange Act claims, including the
 10 determination of artificial inflation per share, the calculation of each class member’s individual
 11 Recognized Loss Amount, and the estimation of the average recovery per share. These methods are
 12 common across securities litigation cases and plans of allocation.
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17 ¹ The 22 Northern District of California cases are: *SEB Investment Management AB v. Align Technology,*
 18 *Inc., Joseph M. Hogan and John F. Morici*, Case No. 18-CV-06720-LHK; *Babak Hatamian, et al., v.*
 19 *Advanced Micro Devices, Inc., et al.*, No. 4:14-cv-00226-YGR; *Sheet Metal Workers National Pension*
 20 *Fund v. Bayer Aktiengesellschaft*, No. 3:20-cv-04737-RS; *Plumbers & Pipefitters Local Union #295*
 21 *Pension Fund vs. CareDx, Inc., Peter Maag, And Reginald Seeto*, Case No. 3:22-cv-03023-TLT; *Connetics*
 22 *Securities Litigation*, Case No. C 07-02940 SI; *In re Extreme Networks, Inc. Securities Litigation*, Master
 23 *File No. 3:15-cv-04883-BLF*; *In Re FIBROGEN, INC., Securities Litigation*, No. 3:21-cv-02623-EMC;
 24 *JULIA JUNGE and RICHARD JUNGE v. GERON CORPORATION and JOHN A. SCARLETT*, Case No.
 25 *3:20-cv-00547-WHA*; *The Police Retirement System of St. Louis v. Granite Construction Incorporated,*
 26 *James H. Roberts, Jigisha Desai, and Laurel J. Krzeminski*, Case No. 3:19-cv-04744-WHA; *In Re HP*
 27 *Securities Litigation*, Master File No. 3:12-cv-05980-CRB; *Electrical Workers Pension Fund, Local 103,*
 28 *I.B.E.W. v. HP Inc., Dion J. Weisler, Catherine A Lesjak, and Steven J. Fieler*, Case No. 3:20-cv-01260;
In Re Intuitive Surgical Securities Litigation, Master File No. 5:13-cv-01920-EJD; *Jay Rabkin v. Lion*
Biotechnologies, Inc., Manish Singh, Michael, Handelman, and Kamilla Bjorlin, Case No. 3:17-cv-02086-
 SI; *In re Lyft, Inc. Securities Litigation*, Lead Case No. 4:19-cv-02690-HSG; *In re Nutanix, Inc. Securities*
Litigation, Case No. 3:19-cv-01651-WHO; *In Re Okta, Inc. Securities Litigation*, Case 3:22-cv-02990-SI;
In Re RH, Inc. Securities Litigation, Case No. 4:17-00554-YGR; *In Re: SanDisk LLC Securities Litigation*,
 No. 3:15-cv-01455-VC; *In Re Talis Biomedical Securities Litigation*, Case No. 3:22-cv-00105-SI; *Michael*
Pardi v. Tricida, Inc. and Gerritt Klaerner Case No. 4:21-cv-00076-HSG; *Boston Retirement System, et*
al., v. Uber Technologies, Inc., et al., Case No. 19-cv-06361-RS; *Hefler et al. v Wells Fargo & Company*,
 Case No. 16-cv-05479.

II. METHOD USED FOR CALCULATING THE SETTLEMENT CLASS MEMBERS' EXCHANGE ACT RECOGNIZED LOSS AMOUNTS

5. It is my understanding that for losses to be compensable damages under the Exchange Act, the disclosure of the allegedly misrepresented or concealed information must be a substantial cause of the decline in the price of the relevant security. In this case, Lead Plaintiff claims that the relevant truth of Defendants' alleged misconduct was revealed to the market through a corrective disclosure which impacted the market price of Twist Common Stock on November 15, 2022.²

6. A statistical technique often relied upon by academics (both inside and outside of the litigation context) to establish a causal connection between new company-specific news and movements in the market price of a company's securities is called an "event study."³ An event study is a well-accepted statistical method utilized to isolate the impact of information on the market prices of securities. Event studies have been used for over 50 years and appear in hundreds, if not thousands, of academic articles as scientific evidence in evaluating how new information affects securities prices.⁴ To calculate artificial inflation in this matter, I used an event study to determine the price impact of the allegedly new and corrective information after controlling for outside market factors, including a market index (the S&P 500 Total Return Index) and an industry index (the NASDAQ Biotechnology Total Return Index).⁵ I calculated the firm-specific price movement in Twist Common Stock of -\$8.11 associated with the alleged corrective disclosure. This price movement is statistically significant at the 99% confidence level with a t-statistic of -5.29.

² The date referred to is the date on which the market response to the alleged corrective information was observed. The allegedly corrective information was disclosed prior to market hours on November 15, 2022.

³ A. Craig MacKinlay. "Event Studies in Economics and Finance," *Journal of Economic Literature* 35, no. 1 (1997): 13.

⁴ John J. Binder. "The Event Study Methodology Since 1969," *Review of Quantitative Finance and Accounting* 11, (1998): 111.

⁵ This index contains securities listed on the NASDAQ that are classified as either Biotechnology or Pharmaceuticals. See, <https://indexes.nasdaqomx.com/Index/Overview/NBI>.

1 7. For purposes of the Plan, and consistent with Lead Plaintiff’s theory of liability, I assumed
2 that this firm-specific price decline was caused by the allegedly corrective information and dissipated
3 \$8.11 of artificial inflation in Twist Common Stock. Importantly, these amounts do not consider further
4 loss causation analyses that may have eliminated or reduced the recoverability of these amounts and do
5 not take into account any arguments Defendants or their experts may have raised with respect to the
6 recoverability of these amounts.
7

8 8. One standard method commonly relied upon in class action securities matters to evaluate
9 the level of artificial inflation in a stock price over time is the “constant dollar” method. The constant
10 dollar method assumes that the amount of artificial stock inflation dissipated on each alleged corrective
11 disclosure event was present in the stock price going back to the beginning of the Class Period. Applying
12 the constant dollar methodology yields artificial inflation of \$8.11 for the Class Period from December
13 20, 2018, through and including November 14, 2022.
14

15 9. I then used the artificial inflation per share described above as an input to the standard and
16 well-settled formula for assessing class members’ individual damages under Section 10(b) of the
17 Exchange Act, the “out-of-pocket” method. This method specifies that damages are equal to the artificial
18 inflation per share at the time of purchase, less the artificial inflation per share at the time of sale,
19 provided class members held the security through at least one corrective disclosure (or just the inflation
20 per share at the time of purchase if the share is held through the final relevant disclosure). This approach
21 ensures that only investors that suffered losses caused by the dissipation of artificial inflation are
22 included in the estimation of damages. The Plan further limits Recognized Loss Amounts to the
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1 difference between the actual purchase and sale price and incorporates the PSLRA's statutory cap on
2 damages.⁶

3 10. For example, if an investor purchased Twist Common Stock on November 1, 2021 when
4 there was \$8.11 in artificial inflation embedded in the stock, and sold it on November 1, 2022 when the
5 inflation in the stock had not changed, that investor's Recognized Loss Amount would be zero. This is
6 true for any purchase not held over a corrective disclosure because the inflation per share is the same at
7 purchase and sale. On the other hand, an investor that purchased shares on November 1, 2021, when
8 there was \$8.11 per share in artificial inflation embedded in the stock, and then sold those shares on
9 March 8, 2023 (when \$0.00 per share of artificial inflation remained), would have a Recognized Loss
10 Amount of \$8.11 per share (\$8.11 *minus* \$0.00).
11

12 11. In addition, as mentioned above, the calculation of Exchange Act damages incorporates the
13 application of the PSLRA cap. The limitation is that damages calculated on Twist Common Stock
14 purchased during the Class Period and sold during the 90-day lookback period cannot exceed the
15 difference between the purchase price paid during the Class Period and the average closing price from
16 date of the last corrective disclosure to the date of sale. Table A in the Plan of Allocation shows the 90-
17 day lookback price for each day starting on the Corrective Disclosure Event. For example, if an investor
18 purchased a share of Twist Common Stock for \$30.61 on November 7, 2022 during the Class Period and
19 then sold that share on December 7, 2022, during the 90-day lookback period, when the average closing
20 price from November 15, 2022 through December 7, 2022 was \$26.44, as shown in Table A, that
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23 _____
24 ⁶ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which
25 the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages
26 to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as
27 appropriate, by the plaintiff for the subject security and the mean trading price of that security during the
28 90-day period beginning on the date on which the information correcting the misstatement or omission that
is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange
Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing
prices of Twist Common Stock during the "90-day look-back period," November 15, 2022 through and
including February 10, 2023.

1 investor's damages could not exceed \$4.17 (\$30.61 - \$26.44) per share under the 90-day lookback
2 provision. Furthermore, Twist Common Stock purchased during the Class Period and never sold or sold
3 after the 90-day lookback period cannot have per share damages that exceed the difference between the
4 purchase price paid and the average price of Twist Common Stock during the 90-day lookback period,
5 which is \$25.98 as shown in the last row in Table A. The Recognized Loss calculations incorporate this
6 limitation.
7

8 **III. METHOD USED FOR CALCULATING THE SETTLEMENT CLASS** 9 **MEMBERS' SECURITIES ACT RECOGNIZED LOSS AMOUNTS**

10 **a. Background on the Secondary Public Offering ("SPO") Shares**

11 12. On December 2, 2020, Twist issued a press release announcing that it was offering
12 2,727,272 shares⁷ of Twist Common Stock to the public for \$110.00 per share.⁸ The press release also
13 detailed that the offering was expected to close on or about December 7, 2020 and granted underwriters a
14 30-day option to purchase up to an additional 409,090 additional shares of common stock at the public
15 offering price (less the underwriting discount and commissions).⁹ On December 7, 2020, Twist
16 announced it had completed its secondary public offering ("SPO") with full exercise of the underwriter's
17 option to purchase additional shares, ultimately resulting in the issuance of 3,136,362 shares sold by
18 Twist at \$110.00 per share, for net proceeds of approximately \$323.7 million after expenses.¹⁰
19

20 13. **Exhibit 1** provides a chart showing the daily closing price and volume of Twist Common
21 Stock from the date of the SPO, December 2, 2020, through October 11, 2023 (the "Date of Suit").
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24 ⁷ According to the Company's press release, an additional 75,000 shares would be sold by certain selling
25 stockholders.

26 ⁸ "Twist Bioscience Announces Pricing of a \$300 Million Upsized Public Offering of Common Stock,"
Business Wire, December 2, 2020, 8:34 PM ET.

27 ⁹ "Twist Bioscience Announces Pricing of a \$300 Million Upsized Public Offering of Common Stock,"
Business Wire, December 2, 2020, 8:34 PM ET.

28 ¹⁰ "Twist Bioscience Announces Closing of Upsized Public Offering of Common Stock and Full Exercise
of Underwriters' Option to Purchase Additional Shares," *Business Wire*, December 7, 2020, 4:05 PM ET.

1 **Exhibit 2** shows the daily closing price and volume of Twist Common Stock from the date of the SPO,
2 December 2, 2020, through April 29, 2026, the day prior to filing this report.

3 **b. Section 11 Recognized Loss Calculations**

4 14. Damages under Section 11 are calculated based on the statutory formula in Section 11(e) of
5 the Securities Act. Specifically, Section 11(e) states the following:

6 The suit authorized under subsection (a) may be to recover such damages as shall
7 represent the difference between the amount paid for the security (not exceeding the
8 price at which the security was offered to the public) and (1) the value thereof as of
9 the time such suit was brought, or (2) the price at which such security shall have
10 been disposed of in the market before suit, or (3) the price at which such security
11 shall have been disposed of after suit but before judgment if such damages shall be
12 less than the damages representing the difference between the amount paid for the
13 security (not exceeding the price at which the security was offered to the public) and
14 the value thereof as of the time such suit was brought.¹¹

15 15. Section 11 also provides an affirmative defense of “negative causation” by which
16 Defendants have the opportunity to potentially reduce some or all of these presumptive damages if, and
17 to the extent, they can prove some specific portion or portions of the presumptive damages under the
18 statutory formula were caused by something other than the false statements or omissions. Section 11
19 states that:

20 ...if the defendant proves that any portion or all of such damages represents other
21 than the depreciation in value of such security resulting from such part of the
22 registration statement, with respect to which his liability is asserted, not being true or
23 omitting to state a material fact required to be stated therein or necessary to make the
24 statements therein not misleading, such portion of or all such damages shall not be
25 recoverable.¹²

26 16. Lead Counsel has informed me that it is Defendants’ burden of proof to establish any
27 potential negative causation. However, Lead Counsel has informed me that there was significant risk
28 that Defendants may be able to prove negative causation here, including with respect to share price
declines following the December 2020 Offering but preceding the November 15, 2022 Scorpion Report.

¹¹ 15 U.S.C. § 77k(e).

¹² 15 U.S.C. § 77k(e).

1 Therefore, in consultation with Lead Counsel, when calculating Recognized Loss Amounts, I have
 2 reasonably applied a 90% discount (*i.e.* multiply by 0.1) to the statutory damages that occurred on days
 3 prior to November 15, 2022.

4 17. Thus, the statute prescribes the starting point for my methodology that will be used to
 5 calculate the Recognized Loss Amount for the Section 11 claims. I understand that for the purposes of
 6 Section 11 claims, only investors who purchased or otherwise acquired SPO shares pursuant or traceable
 7 to the SPO are eligible for Section 11 damages if liability is established.

8 18. For each eligible security sold prior to November 15, 2022,¹³ the Recognized Loss Amounts
 9 are measured as the difference between the offering price of \$110.00 per share and the price at which the
 10 security was sold multiplied by 0.1. While the ultimate calculation depends on each investor's actual
 11 sale price, for illustration purposes, **Exhibit 3a** identifies the per share Recognized Loss Amount that
 12 would apply to an investor that purchased in the offering for \$110.00 per share and sold at the closing
 13 price on each day through November 14, 2022. The maximum recognized loss for such investors would
 14 be \$8.38 per share based on the closing price of \$26.20 per share on June 13, 2022.¹⁴ The following
 15 formula can be used for such investors:

$$16 \text{ Per Share Recognized Loss Amount (\$)} = (\$110.00 - \text{sale price}) * 0.1$$

17 19. For each eligible security sold on or after November 15, 2022 but before the Date of Suit,
 18 the recognized loss is measured as the full abnormal price movement of \$8.11 that occurred following
 19 November 15, 2022, as measured using the event study method described above *plus* 10% of the losses
 20 that occurred on days other than November 15, 2022, as shown in **Exhibit 3b**. Put simply, formula for
 21 the Recognized Loss Amount is as follows:
 22
 23
 24

25
 26
 27 ¹³ November 15, 2022 is the date that the Scorpion Report was released to the market.

28 ¹⁴ The calculation of actual recognized loss would be based on each Class Member's actual transaction prices. As a result, there may be investors that are entitled to more than \$8.38 per share if they sold at an intraday price that was lower than the minimum closing price of \$26.20 per share in **Exhibit 3a**.

$$\text{Per Share Recognized Loss Amount (\$)} = \$8.11 + ((\$110.00 - \text{sale price} - \$8.11) * 0.1)$$

20. For each eligible security sold on or after the Date of Suit but before the entry of judgment, the Recognized Loss Amount is the same as stated in the previous paragraph, except if the sale price is lower than the value of the security on the Date of Suit. In this instance, the recoverable loss is statutorily limited to the amount paid of \$110.00 per share in the SPO, minus \$19.26 (the value of Twist Common Stock on the Date of Suit).¹⁵ In other words, as shown in **Exhibit 3c**, further deterioration in the value of the security after the Date of Suit shall not be included in the recognized loss for investors who sold SPO Shares after October 11, 2023. For these investors, the following formula would apply:

$$\begin{aligned} \text{Per Share Recognized Loss Amount (\$)} \\ = \$8.11 + ((\$110.00 - \text{maximum of (sale price, \$19.26)} - \$8.11) * 0.1) \end{aligned}$$

21. Finally, as shown in **Exhibit 3d**, for each SPO Share that has not been sold as of the entry of judgment, the Recognized Loss Amount is \$8.11 *plus* 0.1 multiplied by \$110.00, the offering price in the SPO, *less* the value of Twist Common Stock on the date this suit was brought (October 11, 2023)—i.e., \$19.26 per share, *less* \$8.11. Therefore, the Recognized Loss Amount for a share held through the entry of judgement is \$16.37 per share. For these investors, the following formula would apply:

$$\text{Per Share Recognized Loss (\$)} = \$8.11 + ((\$110.00 - \$19.26 - \$8.11) * 0.1) = \$16.37$$

¹⁵ For purposes of calculating per-share recognized losses for this report, I use closing prices provided by S&P Capital IQ. I am aware that Section 11(e) refers to the “value thereof” rather than the “market price thereof,” and that in some cases a plaintiff has successfully argued that the true “value” of a given share is even less than the market price of the share as reflected in the share’s closing market price on the Date of Suit (thereby allowing a plaintiff to recover larger damages). In this case, however, I have used a share’s closing price on the Date of Suit as the “default rule” for determining the “value” of the share on the Date of Suit under Section 11(e). If the finder of fact determines that a different value as of the Date of Suit is appropriate, the formulas described herein can easily be updated to reflect that change on a class-wide basis.

1 **IV. METHOD USED FOR CALCULATING CLAIMANT’S RECOGNIZED**
 2 **CLAIM IF ELIGIBLE FOR BOTH SECURITIES AND EXCHANGE ACT**
 3 **CLAIMS**

4 22. The Recognized Loss Amount for purchases or acquisitions of Twist Common Stock that
 5 are eligible to recover under both the Securities Act and the Exchange Act will receive the greater of the
 6 above calculation of the Recognized Loss Amount under the Securities Act and the above calculation of
 7 the Recognized Loss Amount under the Exchange Act. Additionally, I find it reasonable to reflect the
 8 differences in the standard of proof under Securities Act Claims and Exchange Act Claims in the Plan of
 9 Allocation, that the Securities Act Recognized Loss Amounts for investors who held through November
 10 15, 2022, shall be increased by the loss on the corrective disclosure multiplied by 1.1, or \$0.81 per share.

11 **V. METHOD USED TO CALCULATE RECOVERABLE AND RISK-**
 12 **ADJUSTED DAMAGES**

13 23. If I had access to the actual trading records of all Twist Common Stock investors, I could
 14 calculate aggregate damages and damaged shares precisely. However, typically, as in this case, experts
 15 calculating aggregate damages do not have access to the detailed trading records of class members. In
 16 order to estimate the recoverable damages in the absence of actual trading records, I needed to utilize a
 17 model to estimate the trading behavior of investors during the Class Period. I used a standard
 18 proportional two-trader model, often used in these contexts to calculate potential damages, which I
 19 describe herein.
 20

21 24. To estimate damages, experts in cases such as this often apply a standard methodology
 22 commonly referred to as the 80/20 Proportional Two-Trader Model.¹⁶ This model assumes that 80% of
 23 the volume is accounted for by “fast” traders that hold 20% of the shares – “fast” traders because they are
 24

25 _____
 26 ¹⁶ Daniel R. Fischel, Michael A. Keable, and David J. Ross, “The Use of Trading Models to Estimate
 27 Aggregate Damages in Securities Fraud Litigation: An Update,” *The National Legal Center for the Public*
 28 *Interest*, Vol. 10, Number 3, March 2006; Marcia Kramer Mayer, “Best-Fit Estimation of Damaged
 Volume in Shareholder Class Actions: The Multi-Sector, Multi-Trader Model of Investor Behavior,”
National Economic Research Associates (NERA), Third Edition, October 2000. NERA is a firm that often
 represents defendants in class action securities matters.

1 more inclined to trade their shares, accounting for the vast majority of shares traded each day despite
2 holding a small percentage of total shares available to trade. The remaining 20% of volume is accounted
3 for by “slow” traders that hold 80% of the shares – “slow” because they have a lower propensity to trade
4 shares and a higher propensity to hold shares, accounting for a minority of daily trading volume despite
5 holding the vast majority of shares. Within the group of “fast” traders, each share is equally likely to
6 trade on any given day regardless of when it was purchased, and within the group of “slow” traders, each
7 share is equally likely to trade on any given day, regardless of when it was purchased. Based on these
8 assumptions, the algorithm identifies the number of shares purchased on each day and when those shares
9 were ultimately sold (if at all).
10

11 25. A damaged share is a share that was purchased or acquired in the SPO and sold at a lower
12 price and/or was purchased or acquired with artificial inflation and sold or disposed of with less artificial
13 inflation, as discussed in the prior sections. Based on that principle and using the foregoing models to
14 track trades during the Class Period, I was able to calculate the number of damaged shares during the
15 Class Period. Note that under the trading models, the same physical “share” can be damaged more than
16 once. For example, if Trader 1 purchases a share in the SPO, sells the share to Trader 2 and suffers a loss
17 (selling at a price lower than \$110.00 per share), the share is counted as damaged. If Trader 2 then holds
18 the same share over the corrective disclosure and suffers damages as well, it is counted as a damaged
19 share again.
20

21 26. With respect to total Section 11 Recognized Loss Calculations, as discussed in **Section III**
22 above, the statute prescribes the starting point for my methodology. Under the assumption that
23 Defendants are unable to achieve a “negative causation” defense,¹⁷ by which they have the burden of
24

25
26
27 ¹⁷ See 15 U.S.C. § 77k(e) (“if the defendant proves that any portion or all of such damages represents other
28 than the depreciation in value of such security resulting from such part of the registration statement, with
respect to which his liability is asserted, not being true or omitting to state a material fact required to be
stated therein or necessary to make the statements therein not misleading, such portion of or all such
damages shall not be recoverable.”)

1 proving that some portion of the share price decline following the corrective disclosure was attributable
2 to other factors and not the alleged misstatements in the matter, I calculate that statutory damages for the
3 direct purchasers in the December 2020 Offering amounts to a maximum of \$115.5 million. However,
4 Lead Counsel has informed me that there was significant risk that Defendants may be able to prove
5 negative causation here—including with respect to share price declines following the December 2020
6 Offering but preceding the November 15, 2022 Scorpion Report. As a result, Lead Counsel and I have
7 concluded that, for the purposes of presenting a risk-adjusted damages estimate specific to these facts, it
8 is reasonable to assume that up to 90% of the initial statutory damages could be reduced. Applying this
9 risk adjustment, as I have depicted above in **Section III**, I have calculated a risk-adjusted total of \$17.9
10 million in recoverable damages on the Securities Act claims.

12 27. With respect to the Exchange Act claims, as discussed in **Section II** above, my damages
13 calculations are based on the “out-of-pocket” method. Using the out-of-pocket method and initially
14 assuming that 100% of the Class’s losses were attributable to the corrective disclosure, I calculate an
15 estimated recoverable damages figure of \$383.6 million. However, the Scorpion Report included a
16 variety of information unrelated to the alleged misstatements that could have contributed to the share
17 price decline and thus, in all likelihood would have to be disaggregated. As a result, Lead Counsel and I
18 have concluded that, for the purposes of presenting a risk-adjusted damages estimate specific to these
19 facts, it is reasonable to assume that up to 50% of the initial out-of-pocket damages could be reduced to
20 account for this non-fraud related information. To apply this risk adjustment, I multiply the \$8.11
21 decline by 0.5, resulting in a decline of \$4.05, which can then be plugged into the calculations I’ve
22 discussed at ¶¶6-11 above (in place of the \$8.11). As a result, I have calculated a risk-adjusted total of
23 \$209.0 million in recoverable damages on the Exchange Act claims.

26 28. Finally, I estimate that before applying the above-described adjustments, the estimated
27 recoverable combined damages under both the Securities Act and Exchange Act amount to \$491.9
28

1 million with 55.2 million damaged shares.¹⁸ After accounting for negative causation, the estimated
2 recoverable combined damages under the Securities Act and Exchange Act amount to \$394.4 million
3 with 55.2 million damaged shares.

4
5 29. After accounting for both negative causation and disaggregation on the Exchange Act
6 claims as described above,¹⁹ I estimate combined recoverable damages on the two sets of claims amount
7 to \$220.2 million. The total number of damaged shares from that model is 55.2 million. In sum, the non-
8 reversionary, all-cash \$17.05 million Settlement Amount therefore represents approximately 3.5% to
9 approximately 7.7% of estimated recoverable damages.

10 **VI. METHOD USED FOR ESTIMATING CLASS MEMBERS' AVERAGE** 11 **RECOVERY PER SHARE**

12 30. Average recovery per share equals (i) the total Settlement Fund divided by (ii) the total
13 estimated number of damaged shares. Given the Settlement Fund of \$17.05 million and 55.2 million
14 damaged shares, as described in **Section V**, this results in a recovery per share of \$0.31 (before
15 accounting for fees and expenses). Given my understanding of the maximum estimated fees amounting
16 to 25% of the Net Settlement Fund (\$4,262,500), expenses not to exceed \$850,000, and an award of
17 \$10,000 to PABF, the average cost per share is \$0.09, resulting in an average net recovery per share of
18 \$0.22.
19
20
21
22

23
24 ¹⁸ As a result of the overlap between some Exchange Act and Securities Act claims, the total recoverable
25 damages are lower than the sum of Exchange Act and Securities Act when calculated separately. For
26 instance, if investor Y purchased in the offering and held over the alleged corrective disclosure event, that
27 investor would be eligible to claim under both the Exchange Act and the Securities Act and the greater of
28 the two claims would be the resulting recoverable damages. If investor Y's per share Exchange Act loss
was \$8.11 and investor Y's per share Securities Act loss was \$10, investor Y would have a \$10 per share
loss.

¹⁹ The disaggregated abnormal dollar drop amount (\$4.05) on the alleged corrective disclosure would be
utilized in place of \$8.11 in the Section 11 per share recognized loss calculations described in **Section III**
above.

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing is
2 true and correct. Executed on April 30, 2026, in Chicago, Illinois.


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6 _____
7 Chad Coffman
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Exhibit 1 Closing Price of Twist Bioscience Common Stock 12/2/2020 - 10/11/2023



Source: Complaint, CapIQ, and SEC Filings.

Exhibit 2 Closing Price of Twist Bioscience Common Stock 12/2/2020 - 4/29/2026



Source: Complaint, CapIQ, and SEC Filings.

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	12/3/2020	\$122.34	\$0.00
12/2/2020	\$110.00	12/4/2020	\$128.58	\$0.00
12/2/2020	\$110.00	12/7/2020	\$131.45	\$0.00
12/2/2020	\$110.00	12/8/2020	\$142.02	\$0.00
12/2/2020	\$110.00	12/9/2020	\$140.70	\$0.00
12/2/2020	\$110.00	12/10/2020	\$152.20	\$0.00
12/2/2020	\$110.00	12/11/2020	\$141.65	\$0.00
12/2/2020	\$110.00	12/14/2020	\$140.26	\$0.00
12/2/2020	\$110.00	12/15/2020	\$139.20	\$0.00
12/2/2020	\$110.00	12/16/2020	\$141.49	\$0.00
12/2/2020	\$110.00	12/17/2020	\$144.60	\$0.00
12/2/2020	\$110.00	12/18/2020	\$147.34	\$0.00
12/2/2020	\$110.00	12/21/2020	\$152.00	\$0.00
12/2/2020	\$110.00	12/22/2020	\$167.89	\$0.00
12/2/2020	\$110.00	12/23/2020	\$166.76	\$0.00
12/2/2020	\$110.00	12/24/2020	\$164.04	\$0.00
12/2/2020	\$110.00	12/28/2020	\$159.73	\$0.00
12/2/2020	\$110.00	12/29/2020	\$138.56	\$0.00
12/2/2020	\$110.00	12/30/2020	\$147.15	\$0.00
12/2/2020	\$110.00	12/31/2020	\$141.29	\$0.00
12/2/2020	\$110.00	1/4/2021	\$132.93	\$0.00
12/2/2020	\$110.00	1/5/2021	\$138.50	\$0.00
12/2/2020	\$110.00	1/6/2021	\$143.42	\$0.00
12/2/2020	\$110.00	1/7/2021	\$156.97	\$0.00
12/2/2020	\$110.00	1/8/2021	\$166.51	\$0.00
12/2/2020	\$110.00	1/11/2021	\$170.31	\$0.00
12/2/2020	\$110.00	1/12/2021	\$162.84	\$0.00
12/2/2020	\$110.00	1/13/2021	\$168.41	\$0.00
12/2/2020	\$110.00	1/14/2021	\$189.43	\$0.00
12/2/2020	\$110.00	1/15/2021	\$181.35	\$0.00
12/2/2020	\$110.00	1/19/2021	\$205.49	\$0.00
12/2/2020	\$110.00	1/20/2021	\$207.97	\$0.00
12/2/2020	\$110.00	1/21/2021	\$194.53	\$0.00
12/2/2020	\$110.00	1/22/2021	\$190.64	\$0.00
12/2/2020	\$110.00	1/25/2021	\$186.04	\$0.00
12/2/2020	\$110.00	1/26/2021	\$162.82	\$0.00
12/2/2020	\$110.00	1/27/2021	\$160.01	\$0.00

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss
				Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	1/28/2021	\$169.73	\$0.00
12/2/2020	\$110.00	1/29/2021	\$164.54	\$0.00
12/2/2020	\$110.00	2/1/2021	\$180.27	\$0.00
12/2/2020	\$110.00	2/2/2021	\$197.56	\$0.00
12/2/2020	\$110.00	2/3/2021	\$189.96	\$0.00
12/2/2020	\$110.00	2/4/2021	\$197.65	\$0.00
12/2/2020	\$110.00	2/5/2021	\$158.02	\$0.00
12/2/2020	\$110.00	2/8/2021	\$175.38	\$0.00
12/2/2020	\$110.00	2/9/2021	\$179.46	\$0.00
12/2/2020	\$110.00	2/10/2021	\$166.80	\$0.00
12/2/2020	\$110.00	2/11/2021	\$165.41	\$0.00
12/2/2020	\$110.00	2/12/2021	\$167.90	\$0.00
12/2/2020	\$110.00	2/16/2021	\$156.25	\$0.00
12/2/2020	\$110.00	2/17/2021	\$154.95	\$0.00
12/2/2020	\$110.00	2/18/2021	\$149.04	\$0.00
12/2/2020	\$110.00	2/19/2021	\$150.81	\$0.00
12/2/2020	\$110.00	2/22/2021	\$137.21	\$0.00
12/2/2020	\$110.00	2/23/2021	\$135.29	\$0.00
12/2/2020	\$110.00	2/24/2021	\$142.20	\$0.00
12/2/2020	\$110.00	2/25/2021	\$134.44	\$0.00
12/2/2020	\$110.00	2/26/2021	\$137.64	\$0.00
12/2/2020	\$110.00	3/1/2021	\$144.95	\$0.00
12/2/2020	\$110.00	3/2/2021	\$141.70	\$0.00
12/2/2020	\$110.00	3/3/2021	\$130.00	\$0.00
12/2/2020	\$110.00	3/4/2021	\$116.62	\$0.00
12/2/2020	\$110.00	3/5/2021	\$117.55	\$0.00
12/2/2020	\$110.00	3/8/2021	\$105.48	\$0.45
12/2/2020	\$110.00	3/9/2021	\$125.03	\$0.00
12/2/2020	\$110.00	3/10/2021	\$126.44	\$0.00
12/2/2020	\$110.00	3/11/2021	\$145.34	\$0.00
12/2/2020	\$110.00	3/12/2021	\$141.40	\$0.00
12/2/2020	\$110.00	3/15/2021	\$144.47	\$0.00
12/2/2020	\$110.00	3/16/2021	\$139.33	\$0.00
12/2/2020	\$110.00	3/17/2021	\$144.73	\$0.00
12/2/2020	\$110.00	3/18/2021	\$124.31	\$0.00
12/2/2020	\$110.00	3/19/2021	\$130.29	\$0.00
12/2/2020	\$110.00	3/22/2021	\$135.46	\$0.00

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	3/23/2021	\$131.18	\$0.00
12/2/2020	\$110.00	3/24/2021	\$116.87	\$0.00
12/2/2020	\$110.00	3/25/2021	\$116.73	\$0.00
12/2/2020	\$110.00	3/26/2021	\$115.59	\$0.00
12/2/2020	\$110.00	3/29/2021	\$107.32	\$0.27
12/2/2020	\$110.00	3/30/2021	\$109.71	\$0.03
12/2/2020	\$110.00	3/31/2021	\$123.86	\$0.00
12/2/2020	\$110.00	4/1/2021	\$122.20	\$0.00
12/2/2020	\$110.00	4/5/2021	\$127.33	\$0.00
12/2/2020	\$110.00	4/6/2021	\$128.65	\$0.00
12/2/2020	\$110.00	4/7/2021	\$127.64	\$0.00
12/2/2020	\$110.00	4/8/2021	\$132.32	\$0.00
12/2/2020	\$110.00	4/9/2021	\$132.23	\$0.00
12/2/2020	\$110.00	4/12/2021	\$129.01	\$0.00
12/2/2020	\$110.00	4/13/2021	\$140.81	\$0.00
12/2/2020	\$110.00	4/14/2021	\$142.03	\$0.00
12/2/2020	\$110.00	4/15/2021	\$142.06	\$0.00
12/2/2020	\$110.00	4/16/2021	\$135.24	\$0.00
12/2/2020	\$110.00	4/19/2021	\$127.66	\$0.00
12/2/2020	\$110.00	4/20/2021	\$126.43	\$0.00
12/2/2020	\$110.00	4/21/2021	\$133.84	\$0.00
12/2/2020	\$110.00	4/22/2021	\$134.57	\$0.00
12/2/2020	\$110.00	4/23/2021	\$133.12	\$0.00
12/2/2020	\$110.00	4/26/2021	\$140.52	\$0.00
12/2/2020	\$110.00	4/27/2021	\$139.57	\$0.00
12/2/2020	\$110.00	4/28/2021	\$141.67	\$0.00
12/2/2020	\$110.00	4/29/2021	\$136.58	\$0.00
12/2/2020	\$110.00	4/30/2021	\$134.19	\$0.00
12/2/2020	\$110.00	5/3/2021	\$120.66	\$0.00
12/2/2020	\$110.00	5/4/2021	\$113.70	\$0.00
12/2/2020	\$110.00	5/5/2021	\$109.96	\$0.00
12/2/2020	\$110.00	5/6/2021	\$104.30	\$0.57
12/2/2020	\$110.00	5/7/2021	\$116.74	\$0.00
12/2/2020	\$110.00	5/10/2021	\$96.33	\$1.37
12/2/2020	\$110.00	5/11/2021	\$99.65	\$1.04
12/2/2020	\$110.00	5/12/2021	\$91.08	\$1.89
12/2/2020	\$110.00	5/13/2021	\$88.13	\$2.19

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	5/14/2021	\$92.68	\$1.73
12/2/2020	\$110.00	5/17/2021	\$93.71	\$1.63
12/2/2020	\$110.00	5/18/2021	\$95.07	\$1.49
12/2/2020	\$110.00	5/19/2021	\$93.07	\$1.69
12/2/2020	\$110.00	5/20/2021	\$97.75	\$1.23
12/2/2020	\$110.00	5/21/2021	\$95.41	\$1.46
12/2/2020	\$110.00	5/24/2021	\$99.32	\$1.07
12/2/2020	\$110.00	5/25/2021	\$99.97	\$1.00
12/2/2020	\$110.00	5/26/2021	\$104.76	\$0.52
12/2/2020	\$110.00	5/27/2021	\$108.01	\$0.20
12/2/2020	\$110.00	5/28/2021	\$107.31	\$0.27
12/2/2020	\$110.00	6/1/2021	\$105.88	\$0.41
12/2/2020	\$110.00	6/2/2021	\$102.42	\$0.76
12/2/2020	\$110.00	6/3/2021	\$96.12	\$1.39
12/2/2020	\$110.00	6/4/2021	\$96.34	\$1.37
12/2/2020	\$110.00	6/7/2021	\$101.77	\$0.82
12/2/2020	\$110.00	6/8/2021	\$105.00	\$0.50
12/2/2020	\$110.00	6/9/2021	\$106.77	\$0.32
12/2/2020	\$110.00	6/10/2021	\$111.67	\$0.00
12/2/2020	\$110.00	6/11/2021	\$114.63	\$0.00
12/2/2020	\$110.00	6/14/2021	\$112.77	\$0.00
12/2/2020	\$110.00	6/15/2021	\$108.67	\$0.13
12/2/2020	\$110.00	6/16/2021	\$106.96	\$0.30
12/2/2020	\$110.00	6/17/2021	\$113.45	\$0.00
12/2/2020	\$110.00	6/18/2021	\$111.25	\$0.00
12/2/2020	\$110.00	6/21/2021	\$116.74	\$0.00
12/2/2020	\$110.00	6/22/2021	\$118.79	\$0.00
12/2/2020	\$110.00	6/23/2021	\$120.14	\$0.00
12/2/2020	\$110.00	6/24/2021	\$122.54	\$0.00
12/2/2020	\$110.00	6/25/2021	\$122.56	\$0.00
12/2/2020	\$110.00	6/28/2021	\$126.34	\$0.00
12/2/2020	\$110.00	6/29/2021	\$134.64	\$0.00
12/2/2020	\$110.00	6/30/2021	\$133.25	\$0.00
12/2/2020	\$110.00	7/1/2021	\$131.48	\$0.00
12/2/2020	\$110.00	7/2/2021	\$131.37	\$0.00
12/2/2020	\$110.00	7/6/2021	\$127.65	\$0.00
12/2/2020	\$110.00	7/7/2021	\$126.58	\$0.00

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	7/8/2021	\$126.46	\$0.00
12/2/2020	\$110.00	7/9/2021	\$128.31	\$0.00
12/2/2020	\$110.00	7/12/2021	\$124.60	\$0.00
12/2/2020	\$110.00	7/13/2021	\$120.28	\$0.00
12/2/2020	\$110.00	7/14/2021	\$111.96	\$0.00
12/2/2020	\$110.00	7/15/2021	\$112.93	\$0.00
12/2/2020	\$110.00	7/16/2021	\$112.11	\$0.00
12/2/2020	\$110.00	7/19/2021	\$115.21	\$0.00
12/2/2020	\$110.00	7/20/2021	\$121.31	\$0.00
12/2/2020	\$110.00	7/21/2021	\$123.03	\$0.00
12/2/2020	\$110.00	7/22/2021	\$121.48	\$0.00
12/2/2020	\$110.00	7/23/2021	\$117.34	\$0.00
12/2/2020	\$110.00	7/26/2021	\$115.00	\$0.00
12/2/2020	\$110.00	7/27/2021	\$111.47	\$0.00
12/2/2020	\$110.00	7/28/2021	\$116.06	\$0.00
12/2/2020	\$110.00	7/29/2021	\$119.08	\$0.00
12/2/2020	\$110.00	7/30/2021	\$123.05	\$0.00
12/2/2020	\$110.00	8/2/2021	\$117.59	\$0.00
12/2/2020	\$110.00	8/3/2021	\$119.02	\$0.00
12/2/2020	\$110.00	8/4/2021	\$120.30	\$0.00
12/2/2020	\$110.00	8/5/2021	\$124.12	\$0.00
12/2/2020	\$110.00	8/6/2021	\$110.77	\$0.00
12/2/2020	\$110.00	8/9/2021	\$112.84	\$0.00
12/2/2020	\$110.00	8/10/2021	\$102.80	\$0.72
12/2/2020	\$110.00	8/11/2021	\$104.56	\$0.54
12/2/2020	\$110.00	8/12/2021	\$106.94	\$0.31
12/2/2020	\$110.00	8/13/2021	\$100.51	\$0.95
12/2/2020	\$110.00	8/16/2021	\$95.64	\$1.44
12/2/2020	\$110.00	8/17/2021	\$97.34	\$1.27
12/2/2020	\$110.00	8/18/2021	\$97.90	\$1.21
12/2/2020	\$110.00	8/19/2021	\$97.37	\$1.26
12/2/2020	\$110.00	8/20/2021	\$100.49	\$0.95
12/2/2020	\$110.00	8/23/2021	\$108.09	\$0.19
12/2/2020	\$110.00	8/24/2021	\$114.50	\$0.00
12/2/2020	\$110.00	8/25/2021	\$112.35	\$0.00
12/2/2020	\$110.00	8/26/2021	\$107.75	\$0.23
12/2/2020	\$110.00	8/27/2021	\$111.59	\$0.00

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	8/30/2021	\$109.48	\$0.05
12/2/2020	\$110.00	8/31/2021	\$113.21	\$0.00
12/2/2020	\$110.00	9/1/2021	\$117.04	\$0.00
12/2/2020	\$110.00	9/2/2021	\$117.73	\$0.00
12/2/2020	\$110.00	9/3/2021	\$114.71	\$0.00
12/2/2020	\$110.00	9/7/2021	\$114.35	\$0.00
12/2/2020	\$110.00	9/8/2021	\$111.00	\$0.00
12/2/2020	\$110.00	9/9/2021	\$117.91	\$0.00
12/2/2020	\$110.00	9/10/2021	\$121.42	\$0.00
12/2/2020	\$110.00	9/13/2021	\$115.93	\$0.00
12/2/2020	\$110.00	9/14/2021	\$114.08	\$0.00
12/2/2020	\$110.00	9/15/2021	\$112.95	\$0.00
12/2/2020	\$110.00	9/16/2021	\$113.87	\$0.00
12/2/2020	\$110.00	9/17/2021	\$121.74	\$0.00
12/2/2020	\$110.00	9/20/2021	\$114.04	\$0.00
12/2/2020	\$110.00	9/21/2021	\$119.98	\$0.00
12/2/2020	\$110.00	9/22/2021	\$120.92	\$0.00
12/2/2020	\$110.00	9/23/2021	\$121.07	\$0.00
12/2/2020	\$110.00	9/24/2021	\$112.11	\$0.00
12/2/2020	\$110.00	9/27/2021	\$110.17	\$0.00
12/2/2020	\$110.00	9/28/2021	\$104.00	\$0.60
12/2/2020	\$110.00	9/29/2021	\$104.33	\$0.57
12/2/2020	\$110.00	9/30/2021	\$106.97	\$0.30
12/2/2020	\$110.00	10/1/2021	\$105.50	\$0.45
12/2/2020	\$110.00	10/4/2021	\$100.66	\$0.93
12/2/2020	\$110.00	10/5/2021	\$99.35	\$1.07
12/2/2020	\$110.00	10/6/2021	\$96.55	\$1.35
12/2/2020	\$110.00	10/7/2021	\$100.41	\$0.96
12/2/2020	\$110.00	10/8/2021	\$98.55	\$1.15
12/2/2020	\$110.00	10/11/2021	\$101.14	\$0.89
12/2/2020	\$110.00	10/12/2021	\$103.86	\$0.61
12/2/2020	\$110.00	10/13/2021	\$110.32	\$0.00
12/2/2020	\$110.00	10/14/2021	\$114.49	\$0.00
12/2/2020	\$110.00	10/15/2021	\$112.80	\$0.00
12/2/2020	\$110.00	10/18/2021	\$113.11	\$0.00
12/2/2020	\$110.00	10/19/2021	\$119.87	\$0.00
12/2/2020	\$110.00	10/20/2021	\$117.72	\$0.00

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	10/21/2021	\$120.25	\$0.00
12/2/2020	\$110.00	10/22/2021	\$117.41	\$0.00
12/2/2020	\$110.00	10/25/2021	\$117.76	\$0.00
12/2/2020	\$110.00	10/26/2021	\$117.68	\$0.00
12/2/2020	\$110.00	10/27/2021	\$114.25	\$0.00
12/2/2020	\$110.00	10/28/2021	\$121.66	\$0.00
12/2/2020	\$110.00	10/29/2021	\$118.80	\$0.00
12/2/2020	\$110.00	11/1/2021	\$126.88	\$0.00
12/2/2020	\$110.00	11/2/2021	\$128.97	\$0.00
12/2/2020	\$110.00	11/3/2021	\$134.40	\$0.00
12/2/2020	\$110.00	11/4/2021	\$135.46	\$0.00
12/2/2020	\$110.00	11/5/2021	\$135.88	\$0.00
12/2/2020	\$110.00	11/8/2021	\$132.52	\$0.00
12/2/2020	\$110.00	11/9/2021	\$127.92	\$0.00
12/2/2020	\$110.00	11/10/2021	\$118.85	\$0.00
12/2/2020	\$110.00	11/11/2021	\$116.30	\$0.00
12/2/2020	\$110.00	11/12/2021	\$116.48	\$0.00
12/2/2020	\$110.00	11/15/2021	\$111.07	\$0.00
12/2/2020	\$110.00	11/16/2021	\$115.99	\$0.00
12/2/2020	\$110.00	11/17/2021	\$115.99	\$0.00
12/2/2020	\$110.00	11/18/2021	\$112.15	\$0.00
12/2/2020	\$110.00	11/19/2021	\$110.62	\$0.00
12/2/2020	\$110.00	11/22/2021	\$98.17	\$1.18
12/2/2020	\$110.00	11/23/2021	\$96.69	\$1.33
12/2/2020	\$110.00	11/24/2021	\$95.80	\$1.42
12/2/2020	\$110.00	11/26/2021	\$94.99	\$1.50
12/2/2020	\$110.00	11/29/2021	\$94.71	\$1.53
12/2/2020	\$110.00	11/30/2021	\$95.50	\$1.45
12/2/2020	\$110.00	12/1/2021	\$87.06	\$2.29
12/2/2020	\$110.00	12/2/2021	\$91.07	\$1.89
12/2/2020	\$110.00	12/3/2021	\$81.14	\$2.89
12/2/2020	\$110.00	12/6/2021	\$79.49	\$3.05
12/2/2020	\$110.00	12/7/2021	\$87.74	\$2.23
12/2/2020	\$110.00	12/8/2021	\$90.13	\$1.99
12/2/2020	\$110.00	12/9/2021	\$82.90	\$2.71
12/2/2020	\$110.00	12/10/2021	\$83.10	\$2.69
12/2/2020	\$110.00	12/13/2021	\$85.49	\$2.45

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss
				Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	12/14/2021	\$84.16	\$2.58
12/2/2020	\$110.00	12/15/2021	\$89.41	\$2.06
12/2/2020	\$110.00	12/16/2021	\$77.58	\$3.24
12/2/2020	\$110.00	12/17/2021	\$85.92	\$2.41
12/2/2020	\$110.00	12/20/2021	\$81.74	\$2.83
12/2/2020	\$110.00	12/21/2021	\$86.12	\$2.39
12/2/2020	\$110.00	12/22/2021	\$85.85	\$2.42
12/2/2020	\$110.00	12/23/2021	\$84.50	\$2.55
12/2/2020	\$110.00	12/27/2021	\$80.27	\$2.97
12/2/2020	\$110.00	12/28/2021	\$76.43	\$3.36
12/2/2020	\$110.00	12/29/2021	\$75.47	\$3.45
12/2/2020	\$110.00	12/30/2021	\$78.59	\$3.14
12/2/2020	\$110.00	12/31/2021	\$77.39	\$3.26
12/2/2020	\$110.00	1/3/2022	\$83.27	\$2.67
12/2/2020	\$110.00	1/4/2022	\$77.15	\$3.29
12/2/2020	\$110.00	1/5/2022	\$71.80	\$3.82
12/2/2020	\$110.00	1/6/2022	\$72.64	\$3.74
12/2/2020	\$110.00	1/7/2022	\$66.74	\$4.33
12/2/2020	\$110.00	1/10/2022	\$66.48	\$4.35
12/2/2020	\$110.00	1/11/2022	\$67.11	\$4.29
12/2/2020	\$110.00	1/12/2022	\$62.97	\$4.70
12/2/2020	\$110.00	1/13/2022	\$59.41	\$5.06
12/2/2020	\$110.00	1/14/2022	\$59.82	\$5.02
12/2/2020	\$110.00	1/18/2022	\$57.11	\$5.29
12/2/2020	\$110.00	1/19/2022	\$55.21	\$5.48
12/2/2020	\$110.00	1/20/2022	\$53.88	\$5.61
12/2/2020	\$110.00	1/21/2022	\$52.89	\$5.71
12/2/2020	\$110.00	1/24/2022	\$55.87	\$5.41
12/2/2020	\$110.00	1/25/2022	\$53.22	\$5.68
12/2/2020	\$110.00	1/26/2022	\$52.26	\$5.77
12/2/2020	\$110.00	1/27/2022	\$51.34	\$5.87
12/2/2020	\$110.00	1/28/2022	\$52.18	\$5.78
12/2/2020	\$110.00	1/31/2022	\$59.42	\$5.06
12/2/2020	\$110.00	2/1/2022	\$62.35	\$4.77
12/2/2020	\$110.00	2/2/2022	\$61.43	\$4.86
12/2/2020	\$110.00	2/3/2022	\$60.97	\$4.90
12/2/2020	\$110.00	2/4/2022	\$59.50	\$5.05

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	2/7/2022	\$60.33	\$4.97
12/2/2020	\$110.00	2/8/2022	\$61.58	\$4.84
12/2/2020	\$110.00	2/9/2022	\$64.61	\$4.54
12/2/2020	\$110.00	2/10/2022	\$61.64	\$4.84
12/2/2020	\$110.00	2/11/2022	\$55.99	\$5.40
12/2/2020	\$110.00	2/14/2022	\$55.26	\$5.47
12/2/2020	\$110.00	2/15/2022	\$59.75	\$5.03
12/2/2020	\$110.00	2/16/2022	\$58.44	\$5.16
12/2/2020	\$110.00	2/17/2022	\$55.24	\$5.48
12/2/2020	\$110.00	2/18/2022	\$53.21	\$5.68
12/2/2020	\$110.00	2/22/2022	\$52.13	\$5.79
12/2/2020	\$110.00	2/23/2022	\$49.12	\$6.09
12/2/2020	\$110.00	2/24/2022	\$53.59	\$5.64
12/2/2020	\$110.00	2/25/2022	\$54.98	\$5.50
12/2/2020	\$110.00	2/28/2022	\$55.94	\$5.41
12/2/2020	\$110.00	3/1/2022	\$55.50	\$5.45
12/2/2020	\$110.00	3/2/2022	\$55.21	\$5.48
12/2/2020	\$110.00	3/3/2022	\$52.37	\$5.76
12/2/2020	\$110.00	3/4/2022	\$48.15	\$6.19
12/2/2020	\$110.00	3/7/2022	\$47.67	\$6.23
12/2/2020	\$110.00	3/8/2022	\$47.37	\$6.26
12/2/2020	\$110.00	3/9/2022	\$50.83	\$5.92
12/2/2020	\$110.00	3/10/2022	\$49.36	\$6.06
12/2/2020	\$110.00	3/11/2022	\$43.79	\$6.62
12/2/2020	\$110.00	3/14/2022	\$38.58	\$7.14
12/2/2020	\$110.00	3/15/2022	\$40.41	\$6.96
12/2/2020	\$110.00	3/16/2022	\$45.83	\$6.42
12/2/2020	\$110.00	3/17/2022	\$49.58	\$6.04
12/2/2020	\$110.00	3/18/2022	\$50.57	\$5.94
12/2/2020	\$110.00	3/21/2022	\$47.12	\$6.29
12/2/2020	\$110.00	3/22/2022	\$49.26	\$6.07
12/2/2020	\$110.00	3/23/2022	\$46.98	\$6.30
12/2/2020	\$110.00	3/24/2022	\$47.52	\$6.25
12/2/2020	\$110.00	3/25/2022	\$45.41	\$6.46
12/2/2020	\$110.00	3/28/2022	\$47.05	\$6.30
12/2/2020	\$110.00	3/29/2022	\$51.09	\$5.89
12/2/2020	\$110.00	3/30/2022	\$50.25	\$5.98

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	3/31/2022	\$49.38	\$6.06
12/2/2020	\$110.00	4/1/2022	\$52.91	\$5.71
12/2/2020	\$110.00	4/4/2022	\$54.00	\$5.60
12/2/2020	\$110.00	4/5/2022	\$51.26	\$5.87
12/2/2020	\$110.00	4/6/2022	\$48.82	\$6.12
12/2/2020	\$110.00	4/7/2022	\$48.30	\$6.17
12/2/2020	\$110.00	4/8/2022	\$45.95	\$6.41
12/2/2020	\$110.00	4/11/2022	\$43.95	\$6.61
12/2/2020	\$110.00	4/12/2022	\$44.92	\$6.51
12/2/2020	\$110.00	4/13/2022	\$45.15	\$6.49
12/2/2020	\$110.00	4/14/2022	\$42.59	\$6.74
12/2/2020	\$110.00	4/18/2022	\$40.72	\$6.93
12/2/2020	\$110.00	4/19/2022	\$41.68	\$6.83
12/2/2020	\$110.00	4/20/2022	\$39.69	\$7.03
12/2/2020	\$110.00	4/21/2022	\$35.42	\$7.46
12/2/2020	\$110.00	4/22/2022	\$34.21	\$7.58
12/2/2020	\$110.00	4/25/2022	\$34.23	\$7.58
12/2/2020	\$110.00	4/26/2022	\$31.29	\$7.87
12/2/2020	\$110.00	4/27/2022	\$30.22	\$7.98
12/2/2020	\$110.00	4/28/2022	\$30.20	\$7.98
12/2/2020	\$110.00	4/29/2022	\$28.84	\$8.12
12/2/2020	\$110.00	5/2/2022	\$31.34	\$7.87
12/2/2020	\$110.00	5/3/2022	\$31.92	\$7.81
12/2/2020	\$110.00	5/4/2022	\$34.85	\$7.52
12/2/2020	\$110.00	5/5/2022	\$31.14	\$7.89
12/2/2020	\$110.00	5/6/2022	\$31.39	\$7.86
12/2/2020	\$110.00	5/9/2022	\$28.33	\$8.17
12/2/2020	\$110.00	5/10/2022	\$29.18	\$8.08
12/2/2020	\$110.00	5/11/2022	\$26.62	\$8.34
12/2/2020	\$110.00	5/12/2022	\$29.49	\$8.05
12/2/2020	\$110.00	5/13/2022	\$34.29	\$7.57
12/2/2020	\$110.00	5/16/2022	\$32.30	\$7.77
12/2/2020	\$110.00	5/17/2022	\$33.91	\$7.61
12/2/2020	\$110.00	5/18/2022	\$34.28	\$7.57
12/2/2020	\$110.00	5/19/2022	\$37.45	\$7.26
12/2/2020	\$110.00	5/20/2022	\$36.99	\$7.30
12/2/2020	\$110.00	5/23/2022	\$37.42	\$7.26

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	5/24/2022	\$34.94	\$7.51
12/2/2020	\$110.00	5/25/2022	\$35.17	\$7.48
12/2/2020	\$110.00	5/26/2022	\$34.72	\$7.53
12/2/2020	\$110.00	5/27/2022	\$35.95	\$7.41
12/2/2020	\$110.00	5/31/2022	\$34.04	\$7.60
12/2/2020	\$110.00	6/1/2022	\$30.92	\$7.91
12/2/2020	\$110.00	6/2/2022	\$31.88	\$7.81
12/2/2020	\$110.00	6/3/2022	\$30.46	\$7.95
12/2/2020	\$110.00	6/6/2022	\$30.07	\$7.99
12/2/2020	\$110.00	6/7/2022	\$30.79	\$7.92
12/2/2020	\$110.00	6/8/2022	\$31.54	\$7.85
12/2/2020	\$110.00	6/9/2022	\$28.80	\$8.12
12/2/2020	\$110.00	6/10/2022	\$26.78	\$8.32
12/2/2020	\$110.00	6/13/2022	\$26.20	\$8.38
12/2/2020	\$110.00	6/14/2022	\$27.46	\$8.25
12/2/2020	\$110.00	6/15/2022	\$29.93	\$8.01
12/2/2020	\$110.00	6/16/2022	\$29.84	\$8.02
12/2/2020	\$110.00	6/17/2022	\$31.16	\$7.88
12/2/2020	\$110.00	6/21/2022	\$32.49	\$7.75
12/2/2020	\$110.00	6/22/2022	\$33.56	\$7.64
12/2/2020	\$110.00	6/23/2022	\$38.11	\$7.19
12/2/2020	\$110.00	6/24/2022	\$41.05	\$6.90
12/2/2020	\$110.00	6/27/2022	\$39.34	\$7.07
12/2/2020	\$110.00	6/28/2022	\$36.07	\$7.39
12/2/2020	\$110.00	6/29/2022	\$34.77	\$7.52
12/2/2020	\$110.00	6/30/2022	\$34.96	\$7.50
12/2/2020	\$110.00	7/1/2022	\$37.08	\$7.29
12/2/2020	\$110.00	7/5/2022	\$41.09	\$6.89
12/2/2020	\$110.00	7/6/2022	\$40.69	\$6.93
12/2/2020	\$110.00	7/7/2022	\$43.25	\$6.68
12/2/2020	\$110.00	7/8/2022	\$42.27	\$6.77
12/2/2020	\$110.00	7/11/2022	\$38.57	\$7.14
12/2/2020	\$110.00	7/12/2022	\$40.62	\$6.94
12/2/2020	\$110.00	7/13/2022	\$42.41	\$6.76
12/2/2020	\$110.00	7/14/2022	\$41.02	\$6.90
12/2/2020	\$110.00	7/15/2022	\$42.50	\$6.75
12/2/2020	\$110.00	7/18/2022	\$40.40	\$6.96

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	7/19/2022	\$43.46	\$6.65
12/2/2020	\$110.00	7/20/2022	\$46.34	\$6.37
12/2/2020	\$110.00	7/21/2022	\$47.74	\$6.23
12/2/2020	\$110.00	7/22/2022	\$43.52	\$6.65
12/2/2020	\$110.00	7/25/2022	\$42.03	\$6.80
12/2/2020	\$110.00	7/26/2022	\$40.89	\$6.91
12/2/2020	\$110.00	7/27/2022	\$42.98	\$6.70
12/2/2020	\$110.00	7/28/2022	\$43.94	\$6.61
12/2/2020	\$110.00	7/29/2022	\$43.74	\$6.63
12/2/2020	\$110.00	8/1/2022	\$44.61	\$6.54
12/2/2020	\$110.00	8/2/2022	\$44.93	\$6.51
12/2/2020	\$110.00	8/3/2022	\$46.01	\$6.40
12/2/2020	\$110.00	8/4/2022	\$46.83	\$6.32
12/2/2020	\$110.00	8/5/2022	\$52.77	\$5.72
12/2/2020	\$110.00	8/8/2022	\$56.56	\$5.34
12/2/2020	\$110.00	8/9/2022	\$48.53	\$6.15
12/2/2020	\$110.00	8/10/2022	\$52.64	\$5.74
12/2/2020	\$110.00	8/11/2022	\$49.08	\$6.09
12/2/2020	\$110.00	8/12/2022	\$52.97	\$5.70
12/2/2020	\$110.00	8/15/2022	\$53.91	\$5.61
12/2/2020	\$110.00	8/16/2022	\$51.07	\$5.89
12/2/2020	\$110.00	8/17/2022	\$48.29	\$6.17
12/2/2020	\$110.00	8/18/2022	\$46.99	\$6.30
12/2/2020	\$110.00	8/19/2022	\$42.81	\$6.72
12/2/2020	\$110.00	8/22/2022	\$39.50	\$7.05
12/2/2020	\$110.00	8/23/2022	\$41.69	\$6.83
12/2/2020	\$110.00	8/24/2022	\$43.92	\$6.61
12/2/2020	\$110.00	8/25/2022	\$46.34	\$6.37
12/2/2020	\$110.00	8/26/2022	\$43.10	\$6.69
12/2/2020	\$110.00	8/29/2022	\$40.23	\$6.98
12/2/2020	\$110.00	8/30/2022	\$39.58	\$7.04
12/2/2020	\$110.00	8/31/2022	\$40.12	\$6.99
12/2/2020	\$110.00	9/1/2022	\$40.46	\$6.95
12/2/2020	\$110.00	9/2/2022	\$38.77	\$7.12
12/2/2020	\$110.00	9/6/2022	\$38.11	\$7.19
12/2/2020	\$110.00	9/7/2022	\$40.02	\$7.00
12/2/2020	\$110.00	9/8/2022	\$41.99	\$6.80

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares
Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	9/9/2022	\$44.04	\$6.60
12/2/2020	\$110.00	9/12/2022	\$44.28	\$6.57
12/2/2020	\$110.00	9/13/2022	\$39.66	\$7.03
12/2/2020	\$110.00	9/14/2022	\$39.55	\$7.05
12/2/2020	\$110.00	9/15/2022	\$40.43	\$6.96
12/2/2020	\$110.00	9/16/2022	\$37.58	\$7.24
12/2/2020	\$110.00	9/19/2022	\$38.03	\$7.20
12/2/2020	\$110.00	9/20/2022	\$37.11	\$7.29
12/2/2020	\$110.00	9/21/2022	\$36.38	\$7.36
12/2/2020	\$110.00	9/22/2022	\$33.64	\$7.64
12/2/2020	\$110.00	9/23/2022	\$33.44	\$7.66
12/2/2020	\$110.00	9/26/2022	\$33.86	\$7.61
12/2/2020	\$110.00	9/27/2022	\$34.60	\$7.54
12/2/2020	\$110.00	9/28/2022	\$37.79	\$7.22
12/2/2020	\$110.00	9/29/2022	\$35.78	\$7.42
12/2/2020	\$110.00	9/30/2022	\$35.24	\$7.48
12/2/2020	\$110.00	10/3/2022	\$36.08	\$7.39
12/2/2020	\$110.00	10/4/2022	\$39.26	\$7.07
12/2/2020	\$110.00	10/5/2022	\$38.51	\$7.15
12/2/2020	\$110.00	10/6/2022	\$39.11	\$7.09
12/2/2020	\$110.00	10/7/2022	\$32.66	\$7.73
12/2/2020	\$110.00	10/10/2022	\$30.64	\$7.94
12/2/2020	\$110.00	10/11/2022	\$30.33	\$7.97
12/2/2020	\$110.00	10/12/2022	\$30.46	\$7.95
12/2/2020	\$110.00	10/13/2022	\$30.44	\$7.96
12/2/2020	\$110.00	10/14/2022	\$28.64	\$8.14
12/2/2020	\$110.00	10/17/2022	\$31.39	\$7.86
12/2/2020	\$110.00	10/18/2022	\$32.28	\$7.77
12/2/2020	\$110.00	10/19/2022	\$30.28	\$7.97
12/2/2020	\$110.00	10/20/2022	\$28.86	\$8.11
12/2/2020	\$110.00	10/21/2022	\$29.35	\$8.07
12/2/2020	\$110.00	10/24/2022	\$29.08	\$8.09
12/2/2020	\$110.00	10/25/2022	\$31.22	\$7.88
12/2/2020	\$110.00	10/26/2022	\$33.36	\$7.66
12/2/2020	\$110.00	10/27/2022	\$33.47	\$7.65
12/2/2020	\$110.00	10/28/2022	\$33.38	\$7.66
12/2/2020	\$110.00	10/31/2022	\$32.83	\$7.72

Exhibit 3a
Summary of Per-Share Recognized Loss Amounts for Shares Sold Before November 15, 2022

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = ([2]-[4])*0.1
12/2/2020	\$110.00	11/1/2022	\$33.77	\$7.62
12/2/2020	\$110.00	11/2/2022	\$32.57	\$7.74
12/2/2020	\$110.00	11/3/2022	\$32.55	\$7.75
12/2/2020	\$110.00	11/4/2022	\$32.50	\$7.75
12/2/2020	\$110.00	11/7/2022	\$30.61	\$7.94
12/2/2020	\$110.00	11/8/2022	\$31.11	\$7.89
12/2/2020	\$110.00	11/9/2022	\$28.42	\$8.16
12/2/2020	\$110.00	11/10/2022	\$33.90	\$7.61
12/2/2020	\$110.00	11/11/2022	\$39.37	\$7.06
12/2/2020	\$110.00	11/14/2022	\$38.00	\$7.20

Notes: For the purposes of calculating Per-Share Recognized Loss Amounts for this declaration, I have used closing prices provided by S&P Capital IQ. The calculation of actual damages would be based on each Class Member's actual transaction prices. An investor may be able to collect more than what is shown in column [5] if Twist Common Stock was sold at an intraday price that was lower than the closing prices reflected in column [4]. In column [5], if $([2]-[4])*0.1$ results in a value less than \$0, Per-Share Recognized Loss Amounts are set to 0 (in other words, if an investor sold a share of Twist Common Stock at a price higher than the \$110 SPO Price, that share is not eligible for damages).

Exhibit 3b

**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date [1]	IPO Price [2]	Sell Date [3]	Sale Price [4]	Per-Share Recognized Loss Amount [5] = \$8.11 + (([2]-[4])-\$8.11)*0.1
12/2/2020	\$110.00	11/15/2022	\$30.43	\$15.26
12/2/2020	\$110.00	11/16/2022	\$28.29	\$15.47
12/2/2020	\$110.00	11/17/2022	\$25.40	\$15.76
12/2/2020	\$110.00	11/18/2022	\$24.81	\$15.82
12/2/2020	\$110.00	11/21/2022	\$25.61	\$15.74
12/2/2020	\$110.00	11/22/2022	\$25.21	\$15.78
12/2/2020	\$110.00	11/23/2022	\$25.53	\$15.75
12/2/2020	\$110.00	11/25/2022	\$25.44	\$15.76
12/2/2020	\$110.00	11/28/2022	\$25.04	\$15.80
12/2/2020	\$110.00	11/29/2022	\$24.60	\$15.84
12/2/2020	\$110.00	11/30/2022	\$27.35	\$15.56
12/2/2020	\$110.00	12/1/2022	\$27.86	\$15.51
12/2/2020	\$110.00	12/2/2022	\$28.50	\$15.45
12/2/2020	\$110.00	12/5/2022	\$27.74	\$15.53
12/2/2020	\$110.00	12/6/2022	\$25.89	\$15.71
12/2/2020	\$110.00	12/7/2022	\$25.32	\$15.77
12/2/2020	\$110.00	12/8/2022	\$26.33	\$15.67
12/2/2020	\$110.00	12/9/2022	\$24.42	\$15.86
12/2/2020	\$110.00	12/12/2022	\$25.57	\$15.74
12/2/2020	\$110.00	12/13/2022	\$26.46	\$15.65
12/2/2020	\$110.00	12/14/2022	\$26.49	\$15.65
12/2/2020	\$110.00	12/15/2022	\$25.38	\$15.76
12/2/2020	\$110.00	12/16/2022	\$25.25	\$15.77
12/2/2020	\$110.00	12/19/2022	\$23.79	\$15.92
12/2/2020	\$110.00	12/20/2022	\$23.63	\$15.94
12/2/2020	\$110.00	12/21/2022	\$24.17	\$15.88
12/2/2020	\$110.00	12/22/2022	\$23.54	\$15.95
12/2/2020	\$110.00	12/23/2022	\$23.19	\$15.98
12/2/2020	\$110.00	12/27/2022	\$21.93	\$16.11
12/2/2020	\$110.00	12/28/2022	\$21.92	\$16.11
12/2/2020	\$110.00	12/29/2022	\$23.44	\$15.96
12/2/2020	\$110.00	12/30/2022	\$23.81	\$15.92
12/2/2020	\$110.00	1/3/2023	\$23.81	\$15.92
12/2/2020	\$110.00	1/4/2023	\$25.41	\$15.76
12/2/2020	\$110.00	1/5/2023	\$25.29	\$15.77
12/2/2020	\$110.00	1/6/2023	\$25.40	\$15.76
12/2/2020	\$110.00	1/9/2023	\$24.65	\$15.83
12/2/2020	\$110.00	1/10/2023	\$26.00	\$15.70

Exhibit 3b

**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date [1]	IPO Price [2]	Sell Date [3]	Sale Price [4]	Per-Share Recognized Loss Amount [5] = \$8.11 + (([2]-[4])-\$8.11)*0.1
12/2/2020	\$110.00	1/11/2023	\$26.72	\$15.63
12/2/2020	\$110.00	1/12/2023	\$26.56	\$15.64
12/2/2020	\$110.00	1/13/2023	\$25.96	\$15.70
12/2/2020	\$110.00	1/17/2023	\$26.88	\$15.61
12/2/2020	\$110.00	1/18/2023	\$27.43	\$15.56
12/2/2020	\$110.00	1/19/2023	\$25.75	\$15.72
12/2/2020	\$110.00	1/20/2023	\$27.03	\$15.60
12/2/2020	\$110.00	1/23/2023	\$28.74	\$15.43
12/2/2020	\$110.00	1/24/2023	\$28.74	\$15.43
12/2/2020	\$110.00	1/25/2023	\$27.98	\$15.50
12/2/2020	\$110.00	1/26/2023	\$27.96	\$15.50
12/2/2020	\$110.00	1/27/2023	\$29.15	\$15.38
12/2/2020	\$110.00	1/30/2023	\$28.25	\$15.47
12/2/2020	\$110.00	1/31/2023	\$28.69	\$15.43
12/2/2020	\$110.00	2/1/2023	\$29.08	\$15.39
12/2/2020	\$110.00	2/2/2023	\$30.90	\$15.21
12/2/2020	\$110.00	2/3/2023	\$25.31	\$15.77
12/2/2020	\$110.00	2/6/2023	\$23.73	\$15.93
12/2/2020	\$110.00	2/7/2023	\$26.18	\$15.68
12/2/2020	\$110.00	2/8/2023	\$26.20	\$15.68
12/2/2020	\$110.00	2/9/2023	\$24.67	\$15.83
12/2/2020	\$110.00	2/10/2023	\$23.70	\$15.93
12/2/2020	\$110.00	2/13/2023	\$23.95	\$15.90
12/2/2020	\$110.00	2/14/2023	\$24.27	\$15.87
12/2/2020	\$110.00	2/15/2023	\$24.13	\$15.89
12/2/2020	\$110.00	2/16/2023	\$22.81	\$16.02
12/2/2020	\$110.00	2/17/2023	\$22.52	\$16.05
12/2/2020	\$110.00	2/21/2023	\$20.53	\$16.25
12/2/2020	\$110.00	2/22/2023	\$20.83	\$16.22
12/2/2020	\$110.00	2/23/2023	\$20.11	\$16.29
12/2/2020	\$110.00	2/24/2023	\$19.18	\$16.38
12/2/2020	\$110.00	2/27/2023	\$19.39	\$16.36
12/2/2020	\$110.00	2/28/2023	\$19.46	\$16.35
12/2/2020	\$110.00	3/1/2023	\$18.30	\$16.47
12/2/2020	\$110.00	3/2/2023	\$18.90	\$16.41
12/2/2020	\$110.00	3/3/2023	\$19.44	\$16.36
12/2/2020	\$110.00	3/6/2023	\$18.84	\$16.42
12/2/2020	\$110.00	3/7/2023	\$18.51	\$16.45

Exhibit 3b

**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date [1]	IPO Price [2]	Sell Date [3]	Sale Price [4]	Per-Share Recognized Loss Amount [5] = \$8.11 + (([2]-[4])-\$8.11)*0.1
12/2/2020	\$110.00	3/8/2023	\$18.08	\$16.49
12/2/2020	\$110.00	3/9/2023	\$17.16	\$16.58
12/2/2020	\$110.00	3/10/2023	\$15.78	\$16.72
12/2/2020	\$110.00	3/13/2023	\$16.83	\$16.62
12/2/2020	\$110.00	3/14/2023	\$16.86	\$16.61
12/2/2020	\$110.00	3/15/2023	\$16.94	\$16.61
12/2/2020	\$110.00	3/16/2023	\$16.78	\$16.62
12/2/2020	\$110.00	3/17/2023	\$16.51	\$16.65
12/2/2020	\$110.00	3/20/2023	\$16.52	\$16.65
12/2/2020	\$110.00	3/21/2023	\$17.05	\$16.59
12/2/2020	\$110.00	3/22/2023	\$15.82	\$16.72
12/2/2020	\$110.00	3/23/2023	\$15.98	\$16.70
12/2/2020	\$110.00	3/24/2023	\$16.18	\$16.68
12/2/2020	\$110.00	3/27/2023	\$16.28	\$16.67
12/2/2020	\$110.00	3/28/2023	\$14.60	\$16.84
12/2/2020	\$110.00	3/29/2023	\$15.12	\$16.79
12/2/2020	\$110.00	3/30/2023	\$14.73	\$16.83
12/2/2020	\$110.00	3/31/2023	\$15.08	\$16.79
12/2/2020	\$110.00	4/3/2023	\$14.09	\$16.89
12/2/2020	\$110.00	4/4/2023	\$13.77	\$16.92
12/2/2020	\$110.00	4/5/2023	\$13.38	\$16.96
12/2/2020	\$110.00	4/6/2023	\$13.81	\$16.92
12/2/2020	\$110.00	4/10/2023	\$13.64	\$16.94
12/2/2020	\$110.00	4/11/2023	\$13.61	\$16.94
12/2/2020	\$110.00	4/12/2023	\$12.72	\$17.03
12/2/2020	\$110.00	4/13/2023	\$13.95	\$16.90
12/2/2020	\$110.00	4/14/2023	\$13.97	\$16.90
12/2/2020	\$110.00	4/17/2023	\$14.70	\$16.83
12/2/2020	\$110.00	4/18/2023	\$14.37	\$16.86
12/2/2020	\$110.00	4/19/2023	\$14.40	\$16.86
12/2/2020	\$110.00	4/20/2023	\$13.52	\$16.95
12/2/2020	\$110.00	4/21/2023	\$13.75	\$16.92
12/2/2020	\$110.00	4/24/2023	\$13.63	\$16.94
12/2/2020	\$110.00	4/25/2023	\$12.78	\$17.02
12/2/2020	\$110.00	4/26/2023	\$12.56	\$17.04
12/2/2020	\$110.00	4/27/2023	\$12.38	\$17.06
12/2/2020	\$110.00	4/28/2023	\$12.48	\$17.05
12/2/2020	\$110.00	5/1/2023	\$12.37	\$17.06

Exhibit 3b

**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date [1]	IPO Price [2]	Sell Date [3]	Sale Price [4]	Per-Share Recognized Loss Amount [5] = \$8.11 + (([2]-[4])-\$8.11)*0.1
12/2/2020	\$110.00	5/2/2023	\$11.49	\$17.15
12/2/2020	\$110.00	5/3/2023	\$12.26	\$17.07
12/2/2020	\$110.00	5/4/2023	\$12.94	\$17.01
12/2/2020	\$110.00	5/5/2023	\$12.89	\$17.01
12/2/2020	\$110.00	5/8/2023	\$13.40	\$16.96
12/2/2020	\$110.00	5/9/2023	\$13.52	\$16.95
12/2/2020	\$110.00	5/10/2023	\$13.21	\$16.98
12/2/2020	\$110.00	5/11/2023	\$12.70	\$17.03
12/2/2020	\$110.00	5/12/2023	\$11.95	\$17.10
12/2/2020	\$110.00	5/15/2023	\$13.48	\$16.95
12/2/2020	\$110.00	5/16/2023	\$12.91	\$17.01
12/2/2020	\$110.00	5/17/2023	\$12.98	\$17.00
12/2/2020	\$110.00	5/18/2023	\$13.11	\$16.99
12/2/2020	\$110.00	5/19/2023	\$13.03	\$17.00
12/2/2020	\$110.00	5/22/2023	\$14.93	\$16.81
12/2/2020	\$110.00	5/23/2023	\$14.92	\$16.81
12/2/2020	\$110.00	5/24/2023	\$14.24	\$16.88
12/2/2020	\$110.00	5/25/2023	\$14.96	\$16.80
12/2/2020	\$110.00	5/26/2023	\$14.41	\$16.86
12/2/2020	\$110.00	5/30/2023	\$15.19	\$16.78
12/2/2020	\$110.00	5/31/2023	\$15.15	\$16.78
12/2/2020	\$110.00	6/1/2023	\$16.01	\$16.70
12/2/2020	\$110.00	6/2/2023	\$16.31	\$16.67
12/2/2020	\$110.00	6/5/2023	\$16.19	\$16.68
12/2/2020	\$110.00	6/6/2023	\$16.98	\$16.60
12/2/2020	\$110.00	6/7/2023	\$16.67	\$16.63
12/2/2020	\$110.00	6/8/2023	\$17.16	\$16.58
12/2/2020	\$110.00	6/9/2023	\$17.35	\$16.56
12/2/2020	\$110.00	6/12/2023	\$18.38	\$16.46
12/2/2020	\$110.00	6/13/2023	\$18.55	\$16.44
12/2/2020	\$110.00	6/14/2023	\$18.45	\$16.45
12/2/2020	\$110.00	6/15/2023	\$18.61	\$16.44
12/2/2020	\$110.00	6/16/2023	\$18.31	\$16.47
12/2/2020	\$110.00	6/20/2023	\$18.24	\$16.48
12/2/2020	\$110.00	6/21/2023	\$17.84	\$16.52
12/2/2020	\$110.00	6/22/2023	\$17.72	\$16.53
12/2/2020	\$110.00	6/23/2023	\$17.28	\$16.57
12/2/2020	\$110.00	6/26/2023	\$17.62	\$16.54

Exhibit 3b

**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date [1]	IPO Price [2]	Sell Date [3]	Sale Price [4]	Per-Share Recognized Loss Amount [5] = \$8.11 + (([2]-[4])-\$8.11)*0.1
12/2/2020	\$110.00	6/27/2023	\$18.28	\$16.47
12/2/2020	\$110.00	6/28/2023	\$19.27	\$16.37
12/2/2020	\$110.00	6/29/2023	\$19.56	\$16.34
12/2/2020	\$110.00	6/30/2023	\$20.46	\$16.25
12/2/2020	\$110.00	7/3/2023	\$19.85	\$16.31
12/2/2020	\$110.00	7/5/2023	\$19.65	\$16.33
12/2/2020	\$110.00	7/6/2023	\$19.34	\$16.37
12/2/2020	\$110.00	7/7/2023	\$19.50	\$16.35
12/2/2020	\$110.00	7/10/2023	\$21.41	\$16.16
12/2/2020	\$110.00	7/11/2023	\$20.77	\$16.22
12/2/2020	\$110.00	7/12/2023	\$23.21	\$15.98
12/2/2020	\$110.00	7/13/2023	\$23.37	\$15.96
12/2/2020	\$110.00	7/14/2023	\$23.30	\$15.97
12/2/2020	\$110.00	7/17/2023	\$24.17	\$15.88
12/2/2020	\$110.00	7/18/2023	\$25.08	\$15.79
12/2/2020	\$110.00	7/19/2023	\$26.01	\$15.70
12/2/2020	\$110.00	7/20/2023	\$23.41	\$15.96
12/2/2020	\$110.00	7/21/2023	\$25.11	\$15.79
12/2/2020	\$110.00	7/24/2023	\$25.09	\$15.79
12/2/2020	\$110.00	7/25/2023	\$25.39	\$15.76
12/2/2020	\$110.00	7/26/2023	\$26.57	\$15.64
12/2/2020	\$110.00	7/27/2023	\$24.87	\$15.81
12/2/2020	\$110.00	7/28/2023	\$24.99	\$15.80
12/2/2020	\$110.00	7/31/2023	\$24.34	\$15.87
12/2/2020	\$110.00	8/1/2023	\$22.89	\$16.01
12/2/2020	\$110.00	8/2/2023	\$21.39	\$16.16
12/2/2020	\$110.00	8/3/2023	\$20.67	\$16.23
12/2/2020	\$110.00	8/4/2023	\$22.98	\$16.00
12/2/2020	\$110.00	8/7/2023	\$23.75	\$15.92
12/2/2020	\$110.00	8/8/2023	\$23.33	\$15.97
12/2/2020	\$110.00	8/9/2023	\$22.60	\$16.04
12/2/2020	\$110.00	8/10/2023	\$22.79	\$16.02
12/2/2020	\$110.00	8/11/2023	\$22.31	\$16.07
12/2/2020	\$110.00	8/14/2023	\$21.96	\$16.10
12/2/2020	\$110.00	8/15/2023	\$21.36	\$16.16
12/2/2020	\$110.00	8/16/2023	\$19.31	\$16.37
12/2/2020	\$110.00	8/17/2023	\$18.62	\$16.44
12/2/2020	\$110.00	8/18/2023	\$19.46	\$16.35

Exhibit 3b

**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date [1]	IPO Price [2]	Sell Date [3]	Sale Price [4]	Per-Share Recognized Loss Amount [5] = \$8.11 + (([2]-[4])-\$8.11)*0.1
12/2/2020	\$110.00	8/21/2023	\$19.38	\$16.36
12/2/2020	\$110.00	8/22/2023	\$19.56	\$16.34
12/2/2020	\$110.00	8/23/2023	\$20.33	\$16.27
12/2/2020	\$110.00	8/24/2023	\$19.18	\$16.38
12/2/2020	\$110.00	8/25/2023	\$19.78	\$16.32
12/2/2020	\$110.00	8/28/2023	\$19.72	\$16.33
12/2/2020	\$110.00	8/29/2023	\$21.23	\$16.18
12/2/2020	\$110.00	8/30/2023	\$21.67	\$16.13
12/2/2020	\$110.00	8/31/2023	\$21.99	\$16.10
12/2/2020	\$110.00	9/1/2023	\$23.56	\$15.94
12/2/2020	\$110.00	9/5/2023	\$23.43	\$15.96
12/2/2020	\$110.00	9/6/2023	\$24.59	\$15.84
12/2/2020	\$110.00	9/7/2023	\$23.41	\$15.96
12/2/2020	\$110.00	9/8/2023	\$22.42	\$16.06
12/2/2020	\$110.00	9/11/2023	\$22.98	\$16.00
12/2/2020	\$110.00	9/12/2023	\$22.99	\$16.00
12/2/2020	\$110.00	9/13/2023	\$23.05	\$15.99
12/2/2020	\$110.00	9/14/2023	\$21.99	\$16.10
12/2/2020	\$110.00	9/15/2023	\$20.95	\$16.20
12/2/2020	\$110.00	9/18/2023	\$20.52	\$16.25
12/2/2020	\$110.00	9/19/2023	\$20.33	\$16.27
12/2/2020	\$110.00	9/20/2023	\$20.20	\$16.28
12/2/2020	\$110.00	9/21/2023	\$19.68	\$16.33
12/2/2020	\$110.00	9/22/2023	\$20.34	\$16.27
12/2/2020	\$110.00	9/25/2023	\$20.96	\$16.20
12/2/2020	\$110.00	9/26/2023	\$19.87	\$16.31
12/2/2020	\$110.00	9/27/2023	\$20.54	\$16.25
12/2/2020	\$110.00	9/28/2023	\$20.56	\$16.24
12/2/2020	\$110.00	9/29/2023	\$20.26	\$16.27
12/2/2020	\$110.00	10/2/2023	\$19.17	\$16.38
12/2/2020	\$110.00	10/3/2023	\$18.37	\$16.46
12/2/2020	\$110.00	10/4/2023	\$18.69	\$16.43
12/2/2020	\$110.00	10/5/2023	\$18.77	\$16.42
12/2/2020	\$110.00	10/6/2023	\$18.12	\$16.49
12/2/2020	\$110.00	10/9/2023	\$18.50	\$16.45
12/2/2020	\$110.00	10/10/2023	\$19.41	\$16.36

Exhibit 3b
**Summary of Per-Share Recognized Loss Amounts for Shares Sold On
or After November 15, 2022, and Before the Date of Suit**

IPO Date	IPO Price	Sell Date	Sale Price	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5] = $\$8.11 + (([2]-[4])-\$8.11)*0.1$

Notes:

(1) The Date of Suit is October 11, 2023.

(2) For the purposes of calculating Per-Share Recognized Loss Amounts for this declaration, I have used closing prices provided by S&P Capital IQ. The calculation of actual damages would be based on each Class Member's actual transaction prices. An investor may be able to collect more than what is shown in column [5] if Twist Common Stock was sold at an intraday price that was lower than the closing prices reflected in column [4]. In column [5], if $\$8.11 + (([2]-[4])-\$8.11)*0.1$ results in a value less than \$0, Per-Share Recognized Loss Amounts are set to 0 (in other words, if an investor sold a share of Twist Common Stock at a price higher than the \$110 SPO Price, that share is not eligible for damages).

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	10/11/2023	\$19.26	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/12/2023	\$17.40	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/13/2023	\$16.98	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/16/2023	\$17.80	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/17/2023	\$18.42	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/18/2023	\$17.15	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/19/2023	\$16.62	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/20/2023	\$16.75	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/23/2023	\$15.92	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/24/2023	\$16.58	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/25/2023	\$15.32	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/26/2023	\$15.59	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/27/2023	\$15.11	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/30/2023	\$15.08	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	10/31/2023	\$15.76	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/1/2023	\$15.62	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/2/2023	\$17.31	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/3/2023	\$18.66	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/6/2023	\$17.72	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/7/2023	\$18.24	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/8/2023	\$17.40	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/9/2023	\$16.59	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/10/2023	\$16.87	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/13/2023	\$17.26	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/14/2023	\$19.67	\$19.26	\$19.67	\$16.33
12/2/2020	\$110.00	11/15/2023	\$19.90	\$19.26	\$19.90	\$16.31
12/2/2020	\$110.00	11/16/2023	\$19.07	\$19.26	\$19.26	\$16.37
12/2/2020	\$110.00	11/17/2023	\$24.01	\$19.26	\$24.01	\$15.90
12/2/2020	\$110.00	11/20/2023	\$24.74	\$19.26	\$24.74	\$15.83
12/2/2020	\$110.00	11/21/2023	\$23.71	\$19.26	\$23.71	\$15.93
12/2/2020	\$110.00	11/22/2023	\$23.81	\$19.26	\$23.81	\$15.92
12/2/2020	\$110.00	11/24/2023	\$24.49	\$19.26	\$24.49	\$15.85
12/2/2020	\$110.00	11/27/2023	\$24.07	\$19.26	\$24.07	\$15.89
12/2/2020	\$110.00	11/28/2023	\$24.02	\$19.26	\$24.02	\$15.90
12/2/2020	\$110.00	11/29/2023	\$24.51	\$19.26	\$24.51	\$15.85
12/2/2020	\$110.00	11/30/2023	\$24.05	\$19.26	\$24.05	\$15.89
12/2/2020	\$110.00	12/1/2023	\$24.78	\$19.26	\$24.78	\$15.82
12/2/2020	\$110.00	12/4/2023	\$25.59	\$19.26	\$25.59	\$15.74
12/2/2020	\$110.00	12/5/2023	\$24.67	\$19.26	\$24.67	\$15.83
12/2/2020	\$110.00	12/6/2023	\$26.00	\$19.26	\$26.00	\$15.70
12/2/2020	\$110.00	12/7/2023	\$26.41	\$19.26	\$26.41	\$15.66
12/2/2020	\$110.00	12/8/2023	\$26.98	\$19.26	\$26.98	\$15.60
12/2/2020	\$110.00	12/11/2023	\$27.90	\$19.26	\$27.90	\$15.51
12/2/2020	\$110.00	12/12/2023	\$28.25	\$19.26	\$28.25	\$15.47
12/2/2020	\$110.00	12/13/2023	\$31.21	\$19.26	\$31.21	\$15.18
12/2/2020	\$110.00	12/14/2023	\$35.12	\$19.26	\$35.12	\$14.79
12/2/2020	\$110.00	12/15/2023	\$34.61	\$19.26	\$34.61	\$14.84
12/2/2020	\$110.00	12/18/2023	\$34.56	\$19.26	\$34.56	\$14.84
12/2/2020	\$110.00	12/19/2023	\$38.33	\$19.26	\$38.33	\$14.47
12/2/2020	\$110.00	12/20/2023	\$35.07	\$19.26	\$35.07	\$14.79
12/2/2020	\$110.00	12/21/2023	\$36.17	\$19.26	\$36.17	\$14.68
12/2/2020	\$110.00	12/22/2023	\$36.76	\$19.26	\$36.76	\$14.62
12/2/2020	\$110.00	12/26/2023	\$38.61	\$19.26	\$38.61	\$14.44
12/2/2020	\$110.00	12/27/2023	\$38.24	\$19.26	\$38.24	\$14.48

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	12/28/2023	\$38.18	\$19.26	\$38.18	\$14.48
12/2/2020	\$110.00	12/29/2023	\$36.86	\$19.26	\$36.86	\$14.61
12/2/2020	\$110.00	1/2/2024	\$34.64	\$19.26	\$34.64	\$14.84
12/2/2020	\$110.00	1/3/2024	\$32.53	\$19.26	\$32.53	\$15.05
12/2/2020	\$110.00	1/4/2024	\$33.56	\$19.26	\$33.56	\$14.94
12/2/2020	\$110.00	1/5/2024	\$33.98	\$19.26	\$33.98	\$14.90
12/2/2020	\$110.00	1/8/2024	\$34.98	\$19.26	\$34.98	\$14.80
12/2/2020	\$110.00	1/9/2024	\$37.15	\$19.26	\$37.15	\$14.58
12/2/2020	\$110.00	1/10/2024	\$36.58	\$19.26	\$36.58	\$14.64
12/2/2020	\$110.00	1/11/2024	\$35.84	\$19.26	\$35.84	\$14.72
12/2/2020	\$110.00	1/12/2024	\$36.12	\$19.26	\$36.12	\$14.69
12/2/2020	\$110.00	1/16/2024	\$35.27	\$19.26	\$35.27	\$14.77
12/2/2020	\$110.00	1/17/2024	\$34.84	\$19.26	\$34.84	\$14.82
12/2/2020	\$110.00	1/18/2024	\$33.85	\$19.26	\$33.85	\$14.91
12/2/2020	\$110.00	1/19/2024	\$33.60	\$19.26	\$33.60	\$14.94
12/2/2020	\$110.00	1/22/2024	\$34.76	\$19.26	\$34.76	\$14.82
12/2/2020	\$110.00	1/23/2024	\$34.40	\$19.26	\$34.40	\$14.86
12/2/2020	\$110.00	1/24/2024	\$32.67	\$19.26	\$32.67	\$15.03
12/2/2020	\$110.00	1/25/2024	\$32.42	\$19.26	\$32.42	\$15.06
12/2/2020	\$110.00	1/26/2024	\$32.28	\$19.26	\$32.28	\$15.07
12/2/2020	\$110.00	1/29/2024	\$34.77	\$19.26	\$34.77	\$14.82
12/2/2020	\$110.00	1/30/2024	\$33.20	\$19.26	\$33.20	\$14.98
12/2/2020	\$110.00	1/31/2024	\$32.40	\$19.26	\$32.40	\$15.06
12/2/2020	\$110.00	2/1/2024	\$33.26	\$19.26	\$33.26	\$14.97
12/2/2020	\$110.00	2/2/2024	\$36.59	\$19.26	\$36.59	\$14.64
12/2/2020	\$110.00	2/5/2024	\$36.41	\$19.26	\$36.41	\$14.66
12/2/2020	\$110.00	2/6/2024	\$36.97	\$19.26	\$36.97	\$14.60
12/2/2020	\$110.00	2/7/2024	\$34.97	\$19.26	\$34.97	\$14.80
12/2/2020	\$110.00	2/8/2024	\$36.51	\$19.26	\$36.51	\$14.65
12/2/2020	\$110.00	2/9/2024	\$38.19	\$19.26	\$38.19	\$14.48
12/2/2020	\$110.00	2/12/2024	\$40.61	\$19.26	\$40.61	\$14.24
12/2/2020	\$110.00	2/13/2024	\$37.01	\$19.26	\$37.01	\$14.60
12/2/2020	\$110.00	2/14/2024	\$39.85	\$19.26	\$39.85	\$14.31
12/2/2020	\$110.00	2/15/2024	\$41.50	\$19.26	\$41.50	\$14.15
12/2/2020	\$110.00	2/16/2024	\$40.89	\$19.26	\$40.89	\$14.21
12/2/2020	\$110.00	2/20/2024	\$39.51	\$19.26	\$39.51	\$14.35
12/2/2020	\$110.00	2/21/2024	\$38.36	\$19.26	\$38.36	\$14.46
12/2/2020	\$110.00	2/22/2024	\$38.62	\$19.26	\$38.62	\$14.44
12/2/2020	\$110.00	2/23/2024	\$38.20	\$19.26	\$38.20	\$14.48
12/2/2020	\$110.00	2/26/2024	\$40.59	\$19.26	\$40.59	\$14.24
12/2/2020	\$110.00	2/27/2024	\$40.99	\$19.26	\$40.99	\$14.20
12/2/2020	\$110.00	2/28/2024	\$40.25	\$19.26	\$40.25	\$14.27
12/2/2020	\$110.00	2/29/2024	\$39.29	\$19.26	\$39.29	\$14.37
12/2/2020	\$110.00	3/1/2024	\$38.89	\$19.26	\$38.89	\$14.41
12/2/2020	\$110.00	3/4/2024	\$38.24	\$19.26	\$38.24	\$14.48
12/2/2020	\$110.00	3/5/2024	\$36.79	\$19.26	\$36.79	\$14.62
12/2/2020	\$110.00	3/6/2024	\$38.08	\$19.26	\$38.08	\$14.49
12/2/2020	\$110.00	3/7/2024	\$37.99	\$19.26	\$37.99	\$14.50
12/2/2020	\$110.00	3/8/2024	\$37.57	\$19.26	\$37.57	\$14.54
12/2/2020	\$110.00	3/11/2024	\$36.86	\$19.26	\$36.86	\$14.61
12/2/2020	\$110.00	3/12/2024	\$34.80	\$19.26	\$34.80	\$14.82
12/2/2020	\$110.00	3/13/2024	\$35.54	\$19.26	\$35.54	\$14.75
12/2/2020	\$110.00	3/14/2024	\$34.56	\$19.26	\$34.56	\$14.84
12/2/2020	\$110.00	3/15/2024	\$33.64	\$19.26	\$33.64	\$14.94

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	3/18/2024	\$33.83	\$19.26	\$33.83	\$14.92
12/2/2020	\$110.00	3/19/2024	\$33.81	\$19.26	\$33.81	\$14.92
12/2/2020	\$110.00	3/20/2024	\$35.41	\$19.26	\$35.41	\$14.76
12/2/2020	\$110.00	3/21/2024	\$36.03	\$19.26	\$36.03	\$14.70
12/2/2020	\$110.00	3/22/2024	\$34.60	\$19.26	\$34.60	\$14.84
12/2/2020	\$110.00	3/25/2024	\$34.23	\$19.26	\$34.23	\$14.88
12/2/2020	\$110.00	3/26/2024	\$33.75	\$19.26	\$33.75	\$14.92
12/2/2020	\$110.00	3/27/2024	\$34.48	\$19.26	\$34.48	\$14.85
12/2/2020	\$110.00	3/28/2024	\$34.31	\$19.26	\$34.31	\$14.87
12/2/2020	\$110.00	4/1/2024	\$34.41	\$19.26	\$34.41	\$14.86
12/2/2020	\$110.00	4/2/2024	\$32.92	\$19.26	\$32.92	\$15.01
12/2/2020	\$110.00	4/3/2024	\$33.34	\$19.26	\$33.34	\$14.97
12/2/2020	\$110.00	4/4/2024	\$31.98	\$19.26	\$31.98	\$15.10
12/2/2020	\$110.00	4/5/2024	\$32.61	\$19.26	\$32.61	\$15.04
12/2/2020	\$110.00	4/8/2024	\$32.97	\$19.26	\$32.97	\$15.00
12/2/2020	\$110.00	4/9/2024	\$33.73	\$19.26	\$33.73	\$14.93
12/2/2020	\$110.00	4/10/2024	\$31.86	\$19.26	\$31.86	\$15.11
12/2/2020	\$110.00	4/11/2024	\$32.68	\$19.26	\$32.68	\$15.03
12/2/2020	\$110.00	4/12/2024	\$30.68	\$19.26	\$30.68	\$15.23
12/2/2020	\$110.00	4/15/2024	\$29.24	\$19.26	\$29.24	\$15.38
12/2/2020	\$110.00	4/16/2024	\$28.61	\$19.26	\$28.61	\$15.44
12/2/2020	\$110.00	4/17/2024	\$28.57	\$19.26	\$28.57	\$15.44
12/2/2020	\$110.00	4/18/2024	\$28.36	\$19.26	\$28.36	\$15.46
12/2/2020	\$110.00	4/19/2024	\$27.95	\$19.26	\$27.95	\$15.50
12/2/2020	\$110.00	4/22/2024	\$29.45	\$19.26	\$29.45	\$15.35
12/2/2020	\$110.00	4/23/2024	\$31.50	\$19.26	\$31.50	\$15.15
12/2/2020	\$110.00	4/24/2024	\$30.75	\$19.26	\$30.75	\$15.22
12/2/2020	\$110.00	4/25/2024	\$31.08	\$19.26	\$31.08	\$15.19
12/2/2020	\$110.00	4/26/2024	\$31.54	\$19.26	\$31.54	\$15.15
12/2/2020	\$110.00	4/29/2024	\$32.03	\$19.26	\$32.03	\$15.10
12/2/2020	\$110.00	4/30/2024	\$31.23	\$19.26	\$31.23	\$15.18
12/2/2020	\$110.00	5/1/2024	\$31.96	\$19.26	\$31.96	\$15.10
12/2/2020	\$110.00	5/2/2024	\$32.01	\$19.26	\$32.01	\$15.10
12/2/2020	\$110.00	5/3/2024	\$41.21	\$19.26	\$41.21	\$14.18
12/2/2020	\$110.00	5/6/2024	\$44.67	\$19.26	\$44.67	\$13.83
12/2/2020	\$110.00	5/7/2024	\$43.13	\$19.26	\$43.13	\$13.99
12/2/2020	\$110.00	5/8/2024	\$41.40	\$19.26	\$41.40	\$14.16
12/2/2020	\$110.00	5/9/2024	\$43.20	\$19.26	\$43.20	\$13.98
12/2/2020	\$110.00	5/10/2024	\$42.37	\$19.26	\$42.37	\$14.06
12/2/2020	\$110.00	5/13/2024	\$47.43	\$19.26	\$47.43	\$13.56
12/2/2020	\$110.00	5/14/2024	\$48.13	\$19.26	\$48.13	\$13.49
12/2/2020	\$110.00	5/15/2024	\$48.36	\$19.26	\$48.36	\$13.46
12/2/2020	\$110.00	5/16/2024	\$46.50	\$19.26	\$46.50	\$13.65
12/2/2020	\$110.00	5/17/2024	\$47.01	\$19.26	\$47.01	\$13.60
12/2/2020	\$110.00	5/20/2024	\$44.87	\$19.26	\$44.87	\$13.81
12/2/2020	\$110.00	5/21/2024	\$44.04	\$19.26	\$44.04	\$13.90
12/2/2020	\$110.00	5/22/2024	\$43.09	\$19.26	\$43.09	\$13.99
12/2/2020	\$110.00	5/23/2024	\$41.36	\$19.26	\$41.36	\$14.16
12/2/2020	\$110.00	5/24/2024	\$42.23	\$19.26	\$42.23	\$14.08
12/2/2020	\$110.00	5/28/2024	\$42.44	\$19.26	\$42.44	\$14.06
12/2/2020	\$110.00	5/29/2024	\$40.69	\$19.26	\$40.69	\$14.23
12/2/2020	\$110.00	5/30/2024	\$40.83	\$19.26	\$40.83	\$14.22
12/2/2020	\$110.00	5/31/2024	\$41.90	\$19.26	\$41.90	\$14.11
12/2/2020	\$110.00	6/3/2024	\$44.01	\$19.26	\$44.01	\$13.90

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	6/4/2024	\$46.98	\$19.26	\$46.98	\$13.60
12/2/2020	\$110.00	6/5/2024	\$52.83	\$19.26	\$52.83	\$13.02
12/2/2020	\$110.00	6/6/2024	\$53.00	\$19.26	\$53.00	\$13.00
12/2/2020	\$110.00	6/7/2024	\$50.46	\$19.26	\$50.46	\$13.25
12/2/2020	\$110.00	6/10/2024	\$50.01	\$19.26	\$50.01	\$13.30
12/2/2020	\$110.00	6/11/2024	\$51.59	\$19.26	\$51.59	\$13.14
12/2/2020	\$110.00	6/12/2024	\$52.44	\$19.26	\$52.44	\$13.06
12/2/2020	\$110.00	6/13/2024	\$52.03	\$19.26	\$52.03	\$13.10
12/2/2020	\$110.00	6/14/2024	\$49.84	\$19.26	\$49.84	\$13.32
12/2/2020	\$110.00	6/17/2024	\$49.00	\$19.26	\$49.00	\$13.40
12/2/2020	\$110.00	6/18/2024	\$50.56	\$19.26	\$50.56	\$13.24
12/2/2020	\$110.00	6/20/2024	\$48.74	\$19.26	\$48.74	\$13.43
12/2/2020	\$110.00	6/21/2024	\$50.97	\$19.26	\$50.97	\$13.20
12/2/2020	\$110.00	6/24/2024	\$49.26	\$19.26	\$49.26	\$13.37
12/2/2020	\$110.00	6/25/2024	\$47.83	\$19.26	\$47.83	\$13.52
12/2/2020	\$110.00	6/26/2024	\$46.47	\$19.26	\$46.47	\$13.65
12/2/2020	\$110.00	6/27/2024	\$47.48	\$19.26	\$47.48	\$13.55
12/2/2020	\$110.00	6/28/2024	\$49.28	\$19.26	\$49.28	\$13.37
12/2/2020	\$110.00	7/1/2024	\$48.93	\$19.26	\$48.93	\$13.41
12/2/2020	\$110.00	7/2/2024	\$47.32	\$19.26	\$47.32	\$13.57
12/2/2020	\$110.00	7/3/2024	\$48.00	\$19.26	\$48.00	\$13.50
12/2/2020	\$110.00	7/5/2024	\$48.47	\$19.26	\$48.47	\$13.45
12/2/2020	\$110.00	7/8/2024	\$48.95	\$19.26	\$48.95	\$13.40
12/2/2020	\$110.00	7/9/2024	\$50.50	\$19.26	\$50.50	\$13.25
12/2/2020	\$110.00	7/10/2024	\$50.99	\$19.26	\$50.99	\$13.20
12/2/2020	\$110.00	7/11/2024	\$52.48	\$19.26	\$52.48	\$13.05
12/2/2020	\$110.00	7/12/2024	\$53.44	\$19.26	\$53.44	\$12.96
12/2/2020	\$110.00	7/15/2024	\$56.15	\$19.26	\$56.15	\$12.68
12/2/2020	\$110.00	7/16/2024	\$58.66	\$19.26	\$58.66	\$12.43
12/2/2020	\$110.00	7/17/2024	\$56.22	\$19.26	\$56.22	\$12.68
12/2/2020	\$110.00	7/18/2024	\$53.56	\$19.26	\$53.56	\$12.94
12/2/2020	\$110.00	7/19/2024	\$53.90	\$19.26	\$53.90	\$12.91
12/2/2020	\$110.00	7/22/2024	\$56.22	\$19.26	\$56.22	\$12.68
12/2/2020	\$110.00	7/23/2024	\$58.88	\$19.26	\$58.88	\$12.41
12/2/2020	\$110.00	7/24/2024	\$56.05	\$19.26	\$56.05	\$12.69
12/2/2020	\$110.00	7/25/2024	\$57.51	\$19.26	\$57.51	\$12.55
12/2/2020	\$110.00	7/26/2024	\$58.08	\$19.26	\$58.08	\$12.49
12/2/2020	\$110.00	7/29/2024	\$57.44	\$19.26	\$57.44	\$12.56
12/2/2020	\$110.00	7/30/2024	\$55.87	\$19.26	\$55.87	\$12.71
12/2/2020	\$110.00	7/31/2024	\$55.81	\$19.26	\$55.81	\$12.72
12/2/2020	\$110.00	8/1/2024	\$53.05	\$19.26	\$53.05	\$12.99
12/2/2020	\$110.00	8/2/2024	\$42.97	\$19.26	\$42.97	\$14.00
12/2/2020	\$110.00	8/5/2024	\$45.33	\$19.26	\$45.33	\$13.77
12/2/2020	\$110.00	8/6/2024	\$46.24	\$19.26	\$46.24	\$13.68
12/2/2020	\$110.00	8/7/2024	\$44.55	\$19.26	\$44.55	\$13.84
12/2/2020	\$110.00	8/8/2024	\$45.42	\$19.26	\$45.42	\$13.76
12/2/2020	\$110.00	8/9/2024	\$43.97	\$19.26	\$43.97	\$13.90
12/2/2020	\$110.00	8/12/2024	\$42.71	\$19.26	\$42.71	\$14.03
12/2/2020	\$110.00	8/13/2024	\$44.56	\$19.26	\$44.56	\$13.84
12/2/2020	\$110.00	8/14/2024	\$42.58	\$19.26	\$42.58	\$14.04
12/2/2020	\$110.00	8/15/2024	\$45.00	\$19.26	\$45.00	\$13.80
12/2/2020	\$110.00	8/16/2024	\$43.56	\$19.26	\$43.56	\$13.94
12/2/2020	\$110.00	8/19/2024	\$44.39	\$19.26	\$44.39	\$13.86
12/2/2020	\$110.00	8/20/2024	\$42.91	\$19.26	\$42.91	\$14.01

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	8/21/2024	\$44.13	\$19.26	\$44.13	\$13.89
12/2/2020	\$110.00	8/22/2024	\$42.46	\$19.26	\$42.46	\$14.05
12/2/2020	\$110.00	8/23/2024	\$43.66	\$19.26	\$43.66	\$13.93
12/2/2020	\$110.00	8/26/2024	\$43.98	\$19.26	\$43.98	\$13.90
12/2/2020	\$110.00	8/27/2024	\$45.12	\$19.26	\$45.12	\$13.79
12/2/2020	\$110.00	8/28/2024	\$44.17	\$19.26	\$44.17	\$13.88
12/2/2020	\$110.00	8/29/2024	\$44.90	\$19.26	\$44.90	\$13.81
12/2/2020	\$110.00	8/30/2024	\$43.24	\$19.26	\$43.24	\$13.98
12/2/2020	\$110.00	9/3/2024	\$40.96	\$19.26	\$40.96	\$14.20
12/2/2020	\$110.00	9/4/2024	\$39.55	\$19.26	\$39.55	\$14.34
12/2/2020	\$110.00	9/5/2024	\$40.02	\$19.26	\$40.02	\$14.30
12/2/2020	\$110.00	9/6/2024	\$36.72	\$19.26	\$36.72	\$14.63
12/2/2020	\$110.00	9/9/2024	\$37.26	\$19.26	\$37.26	\$14.57
12/2/2020	\$110.00	9/10/2024	\$40.72	\$19.26	\$40.72	\$14.23
12/2/2020	\$110.00	9/11/2024	\$44.36	\$19.26	\$44.36	\$13.86
12/2/2020	\$110.00	9/12/2024	\$44.57	\$19.26	\$44.57	\$13.84
12/2/2020	\$110.00	9/13/2024	\$46.95	\$19.26	\$46.95	\$13.60
12/2/2020	\$110.00	9/16/2024	\$46.56	\$19.26	\$46.56	\$13.64
12/2/2020	\$110.00	9/17/2024	\$47.67	\$19.26	\$47.67	\$13.53
12/2/2020	\$110.00	9/18/2024	\$47.02	\$19.26	\$47.02	\$13.60
12/2/2020	\$110.00	9/19/2024	\$47.99	\$19.26	\$47.99	\$13.50
12/2/2020	\$110.00	9/20/2024	\$46.44	\$19.26	\$46.44	\$13.66
12/2/2020	\$110.00	9/23/2024	\$45.29	\$19.26	\$45.29	\$13.77
12/2/2020	\$110.00	9/24/2024	\$46.46	\$19.26	\$46.46	\$13.65
12/2/2020	\$110.00	9/25/2024	\$45.67	\$19.26	\$45.67	\$13.73
12/2/2020	\$110.00	9/26/2024	\$47.08	\$19.26	\$47.08	\$13.59
12/2/2020	\$110.00	9/27/2024	\$46.39	\$19.26	\$46.39	\$13.66
12/2/2020	\$110.00	9/30/2024	\$45.18	\$19.26	\$45.18	\$13.78
12/2/2020	\$110.00	10/1/2024	\$43.40	\$19.26	\$43.40	\$13.96
12/2/2020	\$110.00	10/2/2024	\$43.28	\$19.26	\$43.28	\$13.97
12/2/2020	\$110.00	10/3/2024	\$42.79	\$19.26	\$42.79	\$14.02
12/2/2020	\$110.00	10/4/2024	\$43.34	\$19.26	\$43.34	\$13.97
12/2/2020	\$110.00	10/7/2024	\$42.15	\$19.26	\$42.15	\$14.08
12/2/2020	\$110.00	10/8/2024	\$42.54	\$19.26	\$42.54	\$14.05
12/2/2020	\$110.00	10/9/2024	\$41.45	\$19.26	\$41.45	\$14.15
12/2/2020	\$110.00	10/10/2024	\$41.65	\$19.26	\$41.65	\$14.13
12/2/2020	\$110.00	10/11/2024	\$44.47	\$19.26	\$44.47	\$13.85
12/2/2020	\$110.00	10/14/2024	\$46.64	\$19.26	\$46.64	\$13.64
12/2/2020	\$110.00	10/15/2024	\$46.31	\$19.26	\$46.31	\$13.67
12/2/2020	\$110.00	10/16/2024	\$45.07	\$19.26	\$45.07	\$13.79
12/2/2020	\$110.00	10/17/2024	\$45.52	\$19.26	\$45.52	\$13.75
12/2/2020	\$110.00	10/18/2024	\$46.93	\$19.26	\$46.93	\$13.61
12/2/2020	\$110.00	10/21/2024	\$45.35	\$19.26	\$45.35	\$13.76
12/2/2020	\$110.00	10/22/2024	\$43.81	\$19.26	\$43.81	\$13.92
12/2/2020	\$110.00	10/23/2024	\$41.09	\$19.26	\$41.09	\$14.19
12/2/2020	\$110.00	10/24/2024	\$40.24	\$19.26	\$40.24	\$14.28
12/2/2020	\$110.00	10/25/2024	\$40.60	\$19.26	\$40.60	\$14.24
12/2/2020	\$110.00	10/28/2024	\$42.52	\$19.26	\$42.52	\$14.05
12/2/2020	\$110.00	10/29/2024	\$42.65	\$19.26	\$42.65	\$14.03
12/2/2020	\$110.00	10/30/2024	\$43.18	\$19.26	\$43.18	\$13.98
12/2/2020	\$110.00	10/31/2024	\$40.36	\$19.26	\$40.36	\$14.26
12/2/2020	\$110.00	11/1/2024	\$41.57	\$19.26	\$41.57	\$14.14
12/2/2020	\$110.00	11/4/2024	\$42.05	\$19.26	\$42.05	\$14.09
12/2/2020	\$110.00	11/5/2024	\$43.14	\$19.26	\$43.14	\$13.99

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	11/6/2024	\$45.42	\$19.26	\$45.42	\$13.76
12/2/2020	\$110.00	11/7/2024	\$45.52	\$19.26	\$45.52	\$13.75
12/2/2020	\$110.00	11/8/2024	\$45.40	\$19.26	\$45.40	\$13.76
12/2/2020	\$110.00	11/11/2024	\$47.28	\$19.26	\$47.28	\$13.57
12/2/2020	\$110.00	11/12/2024	\$45.26	\$19.26	\$45.26	\$13.77
12/2/2020	\$110.00	11/13/2024	\$42.49	\$19.26	\$42.49	\$14.05
12/2/2020	\$110.00	11/14/2024	\$38.96	\$19.26	\$38.96	\$14.40
12/2/2020	\$110.00	11/15/2024	\$36.89	\$19.26	\$36.89	\$14.61
12/2/2020	\$110.00	11/18/2024	\$41.43	\$19.26	\$41.43	\$14.16
12/2/2020	\$110.00	11/19/2024	\$41.32	\$19.26	\$41.32	\$14.17
12/2/2020	\$110.00	11/20/2024	\$41.11	\$19.26	\$41.11	\$14.19
12/2/2020	\$110.00	11/21/2024	\$41.66	\$19.26	\$41.66	\$14.13
12/2/2020	\$110.00	11/22/2024	\$42.23	\$19.26	\$42.23	\$14.08
12/2/2020	\$110.00	11/25/2024	\$46.40	\$19.26	\$46.40	\$13.66
12/2/2020	\$110.00	11/26/2024	\$46.34	\$19.26	\$46.34	\$13.67
12/2/2020	\$110.00	11/27/2024	\$48.32	\$19.26	\$48.32	\$13.47
12/2/2020	\$110.00	11/29/2024	\$49.18	\$19.26	\$49.18	\$13.38
12/2/2020	\$110.00	12/2/2024	\$50.30	\$19.26	\$50.30	\$13.27
12/2/2020	\$110.00	12/3/2024	\$50.61	\$19.26	\$50.61	\$13.24
12/2/2020	\$110.00	12/4/2024	\$52.43	\$19.26	\$52.43	\$13.06
12/2/2020	\$110.00	12/5/2024	\$50.74	\$19.26	\$50.74	\$13.23
12/2/2020	\$110.00	12/6/2024	\$52.70	\$19.26	\$52.70	\$13.03
12/2/2020	\$110.00	12/9/2024	\$51.65	\$19.26	\$51.65	\$13.13
12/2/2020	\$110.00	12/10/2024	\$51.56	\$19.26	\$51.56	\$13.14
12/2/2020	\$110.00	12/11/2024	\$48.86	\$19.26	\$48.86	\$13.41
12/2/2020	\$110.00	12/12/2024	\$47.39	\$19.26	\$47.39	\$13.56
12/2/2020	\$110.00	12/13/2024	\$47.50	\$19.26	\$47.50	\$13.55
12/2/2020	\$110.00	12/16/2024	\$48.43	\$19.26	\$48.43	\$13.46
12/2/2020	\$110.00	12/17/2024	\$48.40	\$19.26	\$48.40	\$13.46
12/2/2020	\$110.00	12/18/2024	\$44.61	\$19.26	\$44.61	\$13.84
12/2/2020	\$110.00	12/19/2024	\$43.62	\$19.26	\$43.62	\$13.94
12/2/2020	\$110.00	12/20/2024	\$47.94	\$19.26	\$47.94	\$13.51
12/2/2020	\$110.00	12/23/2024	\$48.12	\$19.26	\$48.12	\$13.49
12/2/2020	\$110.00	12/24/2024	\$48.90	\$19.26	\$48.90	\$13.41
12/2/2020	\$110.00	12/26/2024	\$49.23	\$19.26	\$49.23	\$13.38
12/2/2020	\$110.00	12/27/2024	\$48.17	\$19.26	\$48.17	\$13.48
12/2/2020	\$110.00	12/30/2024	\$47.23	\$19.26	\$47.23	\$13.58
12/2/2020	\$110.00	12/31/2024	\$46.47	\$19.26	\$46.47	\$13.65
12/2/2020	\$110.00	1/2/2025	\$45.31	\$19.26	\$45.31	\$13.77
12/2/2020	\$110.00	1/3/2025	\$47.33	\$19.26	\$47.33	\$13.57
12/2/2020	\$110.00	1/6/2025	\$48.51	\$19.26	\$48.51	\$13.45
12/2/2020	\$110.00	1/7/2025	\$45.62	\$19.26	\$45.62	\$13.74
12/2/2020	\$110.00	1/8/2025	\$45.12	\$19.26	\$45.12	\$13.79
12/2/2020	\$110.00	1/10/2025	\$43.60	\$19.26	\$43.60	\$13.94
12/2/2020	\$110.00	1/13/2025	\$43.58	\$19.26	\$43.58	\$13.94
12/2/2020	\$110.00	1/14/2025	\$42.75	\$19.26	\$42.75	\$14.02
12/2/2020	\$110.00	1/15/2025	\$45.48	\$19.26	\$45.48	\$13.75
12/2/2020	\$110.00	1/16/2025	\$45.87	\$19.26	\$45.87	\$13.71
12/2/2020	\$110.00	1/17/2025	\$47.56	\$19.26	\$47.56	\$13.54
12/2/2020	\$110.00	1/21/2025	\$50.45	\$19.26	\$50.45	\$13.25
12/2/2020	\$110.00	1/22/2025	\$52.34	\$19.26	\$52.34	\$13.07
12/2/2020	\$110.00	1/23/2025	\$53.30	\$19.26	\$53.30	\$12.97
12/2/2020	\$110.00	1/24/2025	\$54.07	\$19.26	\$54.07	\$12.89
12/2/2020	\$110.00	1/27/2025	\$52.23	\$19.26	\$52.23	\$13.08

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	1/28/2025	\$51.86	\$19.26	\$51.86	\$13.11
12/2/2020	\$110.00	1/29/2025	\$49.52	\$19.26	\$49.52	\$13.35
12/2/2020	\$110.00	1/30/2025	\$51.14	\$19.26	\$51.14	\$13.19
12/2/2020	\$110.00	1/31/2025	\$52.37	\$19.26	\$52.37	\$13.06
12/2/2020	\$110.00	2/3/2025	\$52.75	\$19.26	\$52.75	\$13.02
12/2/2020	\$110.00	2/4/2025	\$52.02	\$19.26	\$52.02	\$13.10
12/2/2020	\$110.00	2/5/2025	\$53.66	\$19.26	\$53.66	\$12.93
12/2/2020	\$110.00	2/6/2025	\$53.70	\$19.26	\$53.70	\$12.93
12/2/2020	\$110.00	2/7/2025	\$52.30	\$19.26	\$52.30	\$13.07
12/2/2020	\$110.00	2/10/2025	\$48.63	\$19.26	\$48.63	\$13.44
12/2/2020	\$110.00	2/11/2025	\$46.20	\$19.26	\$46.20	\$13.68
12/2/2020	\$110.00	2/12/2025	\$45.37	\$19.26	\$45.37	\$13.76
12/2/2020	\$110.00	2/13/2025	\$46.87	\$19.26	\$46.87	\$13.61
12/2/2020	\$110.00	2/14/2025	\$47.59	\$19.26	\$47.59	\$13.54
12/2/2020	\$110.00	2/18/2025	\$46.70	\$19.26	\$46.70	\$13.63
12/2/2020	\$110.00	2/19/2025	\$47.98	\$19.26	\$47.98	\$13.50
12/2/2020	\$110.00	2/20/2025	\$45.08	\$19.26	\$45.08	\$13.79
12/2/2020	\$110.00	2/21/2025	\$41.31	\$19.26	\$41.31	\$14.17
12/2/2020	\$110.00	2/24/2025	\$41.20	\$19.26	\$41.20	\$14.18
12/2/2020	\$110.00	2/25/2025	\$40.81	\$19.26	\$40.81	\$14.22
12/2/2020	\$110.00	2/26/2025	\$41.33	\$19.26	\$41.33	\$14.17
12/2/2020	\$110.00	2/27/2025	\$38.56	\$19.26	\$38.56	\$14.44
12/2/2020	\$110.00	2/28/2025	\$38.82	\$19.26	\$38.82	\$14.42
12/2/2020	\$110.00	3/3/2025	\$37.11	\$19.26	\$37.11	\$14.59
12/2/2020	\$110.00	3/4/2025	\$39.68	\$19.26	\$39.68	\$14.33
12/2/2020	\$110.00	3/5/2025	\$42.05	\$19.26	\$42.05	\$14.09
12/2/2020	\$110.00	3/6/2025	\$39.18	\$19.26	\$39.18	\$14.38
12/2/2020	\$110.00	3/7/2025	\$39.43	\$19.26	\$39.43	\$14.36
12/2/2020	\$110.00	3/10/2025	\$36.71	\$19.26	\$36.71	\$14.63
12/2/2020	\$110.00	3/11/2025	\$39.13	\$19.26	\$39.13	\$14.39
12/2/2020	\$110.00	3/12/2025	\$39.32	\$19.26	\$39.32	\$14.37
12/2/2020	\$110.00	3/13/2025	\$39.12	\$19.26	\$39.12	\$14.39
12/2/2020	\$110.00	3/14/2025	\$39.96	\$19.26	\$39.96	\$14.30
12/2/2020	\$110.00	3/17/2025	\$42.34	\$19.26	\$42.34	\$14.07
12/2/2020	\$110.00	3/18/2025	\$40.57	\$19.26	\$40.57	\$14.24
12/2/2020	\$110.00	3/19/2025	\$41.70	\$19.26	\$41.70	\$14.13
12/2/2020	\$110.00	3/20/2025	\$42.05	\$19.26	\$42.05	\$14.09
12/2/2020	\$110.00	3/21/2025	\$42.89	\$19.26	\$42.89	\$14.01
12/2/2020	\$110.00	3/24/2025	\$44.94	\$19.26	\$44.94	\$13.81
12/2/2020	\$110.00	3/25/2025	\$44.25	\$19.26	\$44.25	\$13.87
12/2/2020	\$110.00	3/26/2025	\$41.88	\$19.26	\$41.88	\$14.11
12/2/2020	\$110.00	3/27/2025	\$41.58	\$19.26	\$41.58	\$14.14
12/2/2020	\$110.00	3/28/2025	\$40.36	\$19.26	\$40.36	\$14.26
12/2/2020	\$110.00	3/31/2025	\$39.26	\$19.26	\$39.26	\$14.37
12/2/2020	\$110.00	4/1/2025	\$38.94	\$19.26	\$38.94	\$14.41
12/2/2020	\$110.00	4/2/2025	\$38.21	\$19.26	\$38.21	\$14.48
12/2/2020	\$110.00	4/3/2025	\$37.50	\$19.26	\$37.50	\$14.55
12/2/2020	\$110.00	4/4/2025	\$36.19	\$19.26	\$36.19	\$14.68
12/2/2020	\$110.00	4/7/2025	\$36.99	\$19.26	\$36.99	\$14.60
12/2/2020	\$110.00	4/8/2025	\$35.18	\$19.26	\$35.18	\$14.78
12/2/2020	\$110.00	4/9/2025	\$40.27	\$19.26	\$40.27	\$14.27
12/2/2020	\$110.00	4/10/2025	\$36.63	\$19.26	\$36.63	\$14.64
12/2/2020	\$110.00	4/11/2025	\$38.85	\$19.26	\$38.85	\$14.41
12/2/2020	\$110.00	4/14/2025	\$39.82	\$19.26	\$39.82	\$14.32

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	4/15/2025	\$39.50	\$19.26	\$39.50	\$14.35
12/2/2020	\$110.00	4/16/2025	\$38.45	\$19.26	\$38.45	\$14.45
12/2/2020	\$110.00	4/17/2025	\$36.80	\$19.26	\$36.80	\$14.62
12/2/2020	\$110.00	4/21/2025	\$34.56	\$19.26	\$34.56	\$14.84
12/2/2020	\$110.00	4/22/2025	\$36.94	\$19.26	\$36.94	\$14.61
12/2/2020	\$110.00	4/23/2025	\$37.62	\$19.26	\$37.62	\$14.54
12/2/2020	\$110.00	4/24/2025	\$40.17	\$19.26	\$40.17	\$14.28
12/2/2020	\$110.00	4/25/2025	\$40.11	\$19.26	\$40.11	\$14.29
12/2/2020	\$110.00	4/28/2025	\$39.90	\$19.26	\$39.90	\$14.31
12/2/2020	\$110.00	4/29/2025	\$39.68	\$19.26	\$39.68	\$14.33
12/2/2020	\$110.00	4/30/2025	\$38.32	\$19.26	\$38.32	\$14.47
12/2/2020	\$110.00	5/1/2025	\$37.71	\$19.26	\$37.71	\$14.53
12/2/2020	\$110.00	5/2/2025	\$39.24	\$19.26	\$39.24	\$14.38
12/2/2020	\$110.00	5/5/2025	\$35.93	\$19.26	\$35.93	\$14.71
12/2/2020	\$110.00	5/6/2025	\$32.75	\$19.26	\$32.75	\$15.02
12/2/2020	\$110.00	5/7/2025	\$32.78	\$19.26	\$32.78	\$15.02
12/2/2020	\$110.00	5/8/2025	\$32.61	\$19.26	\$32.61	\$15.04
12/2/2020	\$110.00	5/9/2025	\$30.82	\$19.26	\$30.82	\$15.22
12/2/2020	\$110.00	5/12/2025	\$32.95	\$19.26	\$32.95	\$15.00
12/2/2020	\$110.00	5/13/2025	\$32.29	\$19.26	\$32.29	\$15.07
12/2/2020	\$110.00	5/14/2025	\$29.52	\$19.26	\$29.52	\$15.35
12/2/2020	\$110.00	5/15/2025	\$30.10	\$19.26	\$30.10	\$15.29
12/2/2020	\$110.00	5/16/2025	\$30.93	\$19.26	\$30.93	\$15.21
12/2/2020	\$110.00	5/19/2025	\$30.39	\$19.26	\$30.39	\$15.26
12/2/2020	\$110.00	5/20/2025	\$30.91	\$19.26	\$30.91	\$15.21
12/2/2020	\$110.00	5/21/2025	\$28.47	\$19.26	\$28.47	\$15.45
12/2/2020	\$110.00	5/22/2025	\$28.16	\$19.26	\$28.16	\$15.48
12/2/2020	\$110.00	5/23/2025	\$28.26	\$19.26	\$28.26	\$15.47
12/2/2020	\$110.00	5/27/2025	\$29.41	\$19.26	\$29.41	\$15.36
12/2/2020	\$110.00	5/28/2025	\$28.33	\$19.26	\$28.33	\$15.47
12/2/2020	\$110.00	5/29/2025	\$28.89	\$19.26	\$28.89	\$15.41
12/2/2020	\$110.00	5/30/2025	\$29.30	\$19.26	\$29.30	\$15.37
12/2/2020	\$110.00	6/2/2025	\$31.07	\$19.26	\$31.07	\$15.19
12/2/2020	\$110.00	6/3/2025	\$30.88	\$19.26	\$30.88	\$15.21
12/2/2020	\$110.00	6/4/2025	\$30.44	\$19.26	\$30.44	\$15.26
12/2/2020	\$110.00	6/5/2025	\$30.33	\$19.26	\$30.33	\$15.27
12/2/2020	\$110.00	6/6/2025	\$31.57	\$19.26	\$31.57	\$15.14
12/2/2020	\$110.00	6/9/2025	\$33.36	\$19.26	\$33.36	\$14.96
12/2/2020	\$110.00	6/10/2025	\$34.45	\$19.26	\$34.45	\$14.85
12/2/2020	\$110.00	6/11/2025	\$35.15	\$19.26	\$35.15	\$14.78
12/2/2020	\$110.00	6/12/2025	\$33.63	\$19.26	\$33.63	\$14.94
12/2/2020	\$110.00	6/13/2025	\$33.52	\$19.26	\$33.52	\$14.95
12/2/2020	\$110.00	6/16/2025	\$35.04	\$19.26	\$35.04	\$14.80
12/2/2020	\$110.00	6/17/2025	\$33.92	\$19.26	\$33.92	\$14.91
12/2/2020	\$110.00	6/18/2025	\$35.89	\$19.26	\$35.89	\$14.71
12/2/2020	\$110.00	6/20/2025	\$34.64	\$19.26	\$34.64	\$14.84
12/2/2020	\$110.00	6/23/2025	\$35.33	\$19.26	\$35.33	\$14.77
12/2/2020	\$110.00	6/24/2025	\$35.85	\$19.26	\$35.85	\$14.71
12/2/2020	\$110.00	6/25/2025	\$36.99	\$19.26	\$36.99	\$14.60
12/2/2020	\$110.00	6/26/2025	\$36.94	\$19.26	\$36.94	\$14.61
12/2/2020	\$110.00	6/27/2025	\$35.93	\$19.26	\$35.93	\$14.71
12/2/2020	\$110.00	6/30/2025	\$36.79	\$19.26	\$36.79	\$14.62
12/2/2020	\$110.00	7/1/2025	\$36.75	\$19.26	\$36.75	\$14.62
12/2/2020	\$110.00	7/2/2025	\$37.68	\$19.26	\$37.68	\$14.53

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	7/3/2025	\$38.17	\$19.26	\$38.17	\$14.48
12/2/2020	\$110.00	7/7/2025	\$35.59	\$19.26	\$35.59	\$14.74
12/2/2020	\$110.00	7/8/2025	\$36.98	\$19.26	\$36.98	\$14.60
12/2/2020	\$110.00	7/9/2025	\$39.12	\$19.26	\$39.12	\$14.39
12/2/2020	\$110.00	7/10/2025	\$38.47	\$19.26	\$38.47	\$14.45
12/2/2020	\$110.00	7/11/2025	\$38.03	\$19.26	\$38.03	\$14.50
12/2/2020	\$110.00	7/14/2025	\$37.80	\$19.26	\$37.80	\$14.52
12/2/2020	\$110.00	7/15/2025	\$36.37	\$19.26	\$36.37	\$14.66
12/2/2020	\$110.00	7/16/2025	\$36.69	\$19.26	\$36.69	\$14.63
12/2/2020	\$110.00	7/17/2025	\$35.85	\$19.26	\$35.85	\$14.71
12/2/2020	\$110.00	7/18/2025	\$35.17	\$19.26	\$35.17	\$14.78
12/2/2020	\$110.00	7/21/2025	\$34.77	\$19.26	\$34.77	\$14.82
12/2/2020	\$110.00	7/22/2025	\$35.83	\$19.26	\$35.83	\$14.72
12/2/2020	\$110.00	7/23/2025	\$36.03	\$19.26	\$36.03	\$14.70
12/2/2020	\$110.00	7/24/2025	\$35.08	\$19.26	\$35.08	\$14.79
12/2/2020	\$110.00	7/25/2025	\$35.99	\$19.26	\$35.99	\$14.70
12/2/2020	\$110.00	7/28/2025	\$36.53	\$19.26	\$36.53	\$14.65
12/2/2020	\$110.00	7/29/2025	\$34.69	\$19.26	\$34.69	\$14.83
12/2/2020	\$110.00	7/30/2025	\$34.73	\$19.26	\$34.73	\$14.83
12/2/2020	\$110.00	7/31/2025	\$33.57	\$19.26	\$33.57	\$14.94
12/2/2020	\$110.00	8/1/2025	\$33.68	\$19.26	\$33.68	\$14.93
12/2/2020	\$110.00	8/4/2025	\$30.21	\$19.26	\$30.21	\$15.28
12/2/2020	\$110.00	8/5/2025	\$27.52	\$19.26	\$27.52	\$15.55
12/2/2020	\$110.00	8/6/2025	\$25.90	\$19.26	\$25.90	\$15.71
12/2/2020	\$110.00	8/7/2025	\$25.00	\$19.26	\$25.00	\$15.80
12/2/2020	\$110.00	8/8/2025	\$25.64	\$19.26	\$25.64	\$15.74
12/2/2020	\$110.00	8/11/2025	\$27.63	\$19.26	\$27.63	\$15.54
12/2/2020	\$110.00	8/12/2025	\$27.45	\$19.26	\$27.45	\$15.55
12/2/2020	\$110.00	8/13/2025	\$28.65	\$19.26	\$28.65	\$15.43
12/2/2020	\$110.00	8/14/2025	\$28.84	\$19.26	\$28.84	\$15.42
12/2/2020	\$110.00	8/15/2025	\$28.12	\$19.26	\$28.12	\$15.49
12/2/2020	\$110.00	8/18/2025	\$28.02	\$19.26	\$28.02	\$15.50
12/2/2020	\$110.00	8/19/2025	\$27.58	\$19.26	\$27.58	\$15.54
12/2/2020	\$110.00	8/20/2025	\$26.45	\$19.26	\$26.45	\$15.65
12/2/2020	\$110.00	8/21/2025	\$26.47	\$19.26	\$26.47	\$15.65
12/2/2020	\$110.00	8/22/2025	\$28.59	\$19.26	\$28.59	\$15.44
12/2/2020	\$110.00	8/25/2025	\$27.39	\$19.26	\$27.39	\$15.56
12/2/2020	\$110.00	8/26/2025	\$27.72	\$19.26	\$27.72	\$15.53
12/2/2020	\$110.00	8/27/2025	\$27.19	\$19.26	\$27.19	\$15.58
12/2/2020	\$110.00	8/28/2025	\$26.59	\$19.26	\$26.59	\$15.64
12/2/2020	\$110.00	8/29/2025	\$26.97	\$19.26	\$26.97	\$15.60
12/2/2020	\$110.00	9/2/2025	\$26.24	\$19.26	\$26.24	\$15.68
12/2/2020	\$110.00	9/3/2025	\$26.00	\$19.26	\$26.00	\$15.70
12/2/2020	\$110.00	9/4/2025	\$25.63	\$19.26	\$25.63	\$15.74
12/2/2020	\$110.00	9/5/2025	\$25.76	\$19.26	\$25.76	\$15.72
12/2/2020	\$110.00	9/8/2025	\$26.25	\$19.26	\$26.25	\$15.67
12/2/2020	\$110.00	9/9/2025	\$25.09	\$19.26	\$25.09	\$15.79
12/2/2020	\$110.00	9/10/2025	\$24.16	\$19.26	\$24.16	\$15.88
12/2/2020	\$110.00	9/11/2025	\$25.61	\$19.26	\$25.61	\$15.74
12/2/2020	\$110.00	9/12/2025	\$25.31	\$19.26	\$25.31	\$15.77
12/2/2020	\$110.00	9/15/2025	\$25.72	\$19.26	\$25.72	\$15.73
12/2/2020	\$110.00	9/16/2025	\$27.08	\$19.26	\$27.08	\$15.59
12/2/2020	\$110.00	9/17/2025	\$26.97	\$19.26	\$26.97	\$15.60
12/2/2020	\$110.00	9/18/2025	\$27.95	\$19.26	\$27.95	\$15.50

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	9/19/2025	\$27.89	\$19.26	\$27.89	\$15.51
12/2/2020	\$110.00	9/22/2025	\$27.81	\$19.26	\$27.81	\$15.52
12/2/2020	\$110.00	9/23/2025	\$27.64	\$19.26	\$27.64	\$15.54
12/2/2020	\$110.00	9/24/2025	\$27.02	\$19.26	\$27.02	\$15.60
12/2/2020	\$110.00	9/25/2025	\$26.75	\$19.26	\$26.75	\$15.62
12/2/2020	\$110.00	9/26/2025	\$26.91	\$19.26	\$26.91	\$15.61
12/2/2020	\$110.00	9/29/2025	\$27.00	\$19.26	\$27.00	\$15.60
12/2/2020	\$110.00	9/30/2025	\$28.14	\$19.26	\$28.14	\$15.49
12/2/2020	\$110.00	10/1/2025	\$29.26	\$19.26	\$29.26	\$15.37
12/2/2020	\$110.00	10/2/2025	\$30.68	\$19.26	\$30.68	\$15.23
12/2/2020	\$110.00	10/3/2025	\$31.07	\$19.26	\$31.07	\$15.19
12/2/2020	\$110.00	10/6/2025	\$31.85	\$19.26	\$31.85	\$15.11
12/2/2020	\$110.00	10/7/2025	\$31.12	\$19.26	\$31.12	\$15.19
12/2/2020	\$110.00	10/8/2025	\$32.79	\$19.26	\$32.79	\$15.02
12/2/2020	\$110.00	10/9/2025	\$31.89	\$19.26	\$31.89	\$15.11
12/2/2020	\$110.00	10/10/2025	\$31.19	\$19.26	\$31.19	\$15.18
12/2/2020	\$110.00	10/13/2025	\$30.14	\$19.26	\$30.14	\$15.29
12/2/2020	\$110.00	10/14/2025	\$30.55	\$19.26	\$30.55	\$15.24
12/2/2020	\$110.00	10/15/2025	\$32.04	\$19.26	\$32.04	\$15.10
12/2/2020	\$110.00	10/16/2025	\$30.75	\$19.26	\$30.75	\$15.22
12/2/2020	\$110.00	10/17/2025	\$28.16	\$19.26	\$28.16	\$15.48
12/2/2020	\$110.00	10/20/2025	\$32.74	\$19.26	\$32.74	\$15.03
12/2/2020	\$110.00	10/21/2025	\$33.39	\$19.26	\$33.39	\$14.96
12/2/2020	\$110.00	10/22/2025	\$31.06	\$19.26	\$31.06	\$15.19
12/2/2020	\$110.00	10/23/2025	\$31.83	\$19.26	\$31.83	\$15.12
12/2/2020	\$110.00	10/24/2025	\$34.11	\$19.26	\$34.11	\$14.89
12/2/2020	\$110.00	10/27/2025	\$34.18	\$19.26	\$34.18	\$14.88
12/2/2020	\$110.00	10/28/2025	\$33.57	\$19.26	\$33.57	\$14.94
12/2/2020	\$110.00	10/29/2025	\$32.21	\$19.26	\$32.21	\$15.08
12/2/2020	\$110.00	10/30/2025	\$31.17	\$19.26	\$31.17	\$15.18
12/2/2020	\$110.00	10/31/2025	\$32.89	\$19.26	\$32.89	\$15.01
12/2/2020	\$110.00	11/3/2025	\$31.57	\$19.26	\$31.57	\$15.14
12/2/2020	\$110.00	11/4/2025	\$30.06	\$19.26	\$30.06	\$15.29
12/2/2020	\$110.00	11/5/2025	\$31.52	\$19.26	\$31.52	\$15.15
12/2/2020	\$110.00	11/6/2025	\$30.63	\$19.26	\$30.63	\$15.24
12/2/2020	\$110.00	11/7/2025	\$30.27	\$19.26	\$30.27	\$15.27
12/2/2020	\$110.00	11/10/2025	\$30.96	\$19.26	\$30.96	\$15.20
12/2/2020	\$110.00	11/11/2025	\$31.32	\$19.26	\$31.32	\$15.17
12/2/2020	\$110.00	11/12/2025	\$31.87	\$19.26	\$31.87	\$15.11
12/2/2020	\$110.00	11/13/2025	\$29.90	\$19.26	\$29.90	\$15.31
12/2/2020	\$110.00	11/14/2025	\$26.87	\$19.26	\$26.87	\$15.61
12/2/2020	\$110.00	11/17/2025	\$26.46	\$19.26	\$26.46	\$15.65
12/2/2020	\$110.00	11/18/2025	\$26.00	\$19.26	\$26.00	\$15.70
12/2/2020	\$110.00	11/19/2025	\$25.45	\$19.26	\$25.45	\$15.75
12/2/2020	\$110.00	11/20/2025	\$26.07	\$19.26	\$26.07	\$15.69
12/2/2020	\$110.00	11/21/2025	\$28.56	\$19.26	\$28.56	\$15.44
12/2/2020	\$110.00	11/24/2025	\$29.33	\$19.26	\$29.33	\$15.37
12/2/2020	\$110.00	11/25/2025	\$31.11	\$19.26	\$31.11	\$15.19
12/2/2020	\$110.00	11/26/2025	\$31.70	\$19.26	\$31.70	\$15.13
12/2/2020	\$110.00	11/28/2025	\$32.01	\$19.26	\$32.01	\$15.10
12/2/2020	\$110.00	12/1/2025	\$29.86	\$19.26	\$29.86	\$15.31
12/2/2020	\$110.00	12/2/2025	\$29.70	\$19.26	\$29.70	\$15.33
12/2/2020	\$110.00	12/3/2025	\$31.17	\$19.26	\$31.17	\$15.18
12/2/2020	\$110.00	12/4/2025	\$32.81	\$19.26	\$32.81	\$15.02

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	12/5/2025	\$32.30	\$19.26	\$32.30	\$15.07
12/2/2020	\$110.00	12/8/2025	\$32.22	\$19.26	\$32.22	\$15.08
12/2/2020	\$110.00	12/9/2025	\$31.58	\$19.26	\$31.58	\$15.14
12/2/2020	\$110.00	12/10/2025	\$32.78	\$19.26	\$32.78	\$15.02
12/2/2020	\$110.00	12/11/2025	\$32.12	\$19.26	\$32.12	\$15.09
12/2/2020	\$110.00	12/12/2025	\$30.93	\$19.26	\$30.93	\$15.21
12/2/2020	\$110.00	12/15/2025	\$31.07	\$19.26	\$31.07	\$15.19
12/2/2020	\$110.00	12/16/2025	\$31.13	\$19.26	\$31.13	\$15.19
12/2/2020	\$110.00	12/17/2025	\$32.13	\$19.26	\$32.13	\$15.09
12/2/2020	\$110.00	12/18/2025	\$31.92	\$19.26	\$31.92	\$15.11
12/2/2020	\$110.00	12/19/2025	\$32.51	\$19.26	\$32.51	\$15.05
12/2/2020	\$110.00	12/22/2025	\$35.06	\$19.26	\$35.06	\$14.79
12/2/2020	\$110.00	12/23/2025	\$33.84	\$19.26	\$33.84	\$14.92
12/2/2020	\$110.00	12/24/2025	\$33.58	\$19.26	\$33.58	\$14.94
12/2/2020	\$110.00	12/26/2025	\$33.05	\$19.26	\$33.05	\$14.99
12/2/2020	\$110.00	12/29/2025	\$32.85	\$19.26	\$32.85	\$15.01
12/2/2020	\$110.00	12/30/2025	\$32.15	\$19.26	\$32.15	\$15.08
12/2/2020	\$110.00	12/31/2025	\$31.72	\$19.26	\$31.72	\$15.13
12/2/2020	\$110.00	1/2/2026	\$32.39	\$19.26	\$32.39	\$15.06
12/2/2020	\$110.00	1/5/2026	\$34.34	\$19.26	\$34.34	\$14.87
12/2/2020	\$110.00	1/6/2026	\$36.87	\$19.26	\$36.87	\$14.61
12/2/2020	\$110.00	1/7/2026	\$36.55	\$19.26	\$36.55	\$14.64
12/2/2020	\$110.00	1/8/2026	\$34.74	\$19.26	\$34.74	\$14.83
12/2/2020	\$110.00	1/9/2026	\$35.32	\$19.26	\$35.32	\$14.77
12/2/2020	\$110.00	1/12/2026	\$38.04	\$19.26	\$38.04	\$14.50
12/2/2020	\$110.00	1/13/2026	\$40.22	\$19.26	\$40.22	\$14.28
12/2/2020	\$110.00	1/14/2026	\$40.03	\$19.26	\$40.03	\$14.30
12/2/2020	\$110.00	1/15/2026	\$41.27	\$19.26	\$41.27	\$14.17
12/2/2020	\$110.00	1/16/2026	\$41.41	\$19.26	\$41.41	\$14.16
12/2/2020	\$110.00	1/20/2026	\$41.65	\$19.26	\$41.65	\$14.13
12/2/2020	\$110.00	1/21/2026	\$43.65	\$19.26	\$43.65	\$13.93
12/2/2020	\$110.00	1/22/2026	\$45.15	\$19.26	\$45.15	\$13.78
12/2/2020	\$110.00	1/23/2026	\$42.94	\$19.26	\$42.94	\$14.01
12/2/2020	\$110.00	1/26/2026	\$42.46	\$19.26	\$42.46	\$14.05
12/2/2020	\$110.00	1/27/2026	\$42.60	\$19.26	\$42.60	\$14.04
12/2/2020	\$110.00	1/28/2026	\$42.01	\$19.26	\$42.01	\$14.10
12/2/2020	\$110.00	1/29/2026	\$41.58	\$19.26	\$41.58	\$14.14
12/2/2020	\$110.00	1/30/2026	\$41.07	\$19.26	\$41.07	\$14.19
12/2/2020	\$110.00	2/2/2026	\$46.81	\$19.26	\$46.81	\$13.62
12/2/2020	\$110.00	2/3/2026	\$46.32	\$19.26	\$46.32	\$13.67
12/2/2020	\$110.00	2/4/2026	\$48.12	\$19.26	\$48.12	\$13.49
12/2/2020	\$110.00	2/5/2026	\$47.10	\$19.26	\$47.10	\$13.59
12/2/2020	\$110.00	2/6/2026	\$49.24	\$19.26	\$49.24	\$13.38
12/2/2020	\$110.00	2/9/2026	\$47.47	\$19.26	\$47.47	\$13.55
12/2/2020	\$110.00	2/10/2026	\$49.06	\$19.26	\$49.06	\$13.39
12/2/2020	\$110.00	2/11/2026	\$49.64	\$19.26	\$49.64	\$13.34
12/2/2020	\$110.00	2/12/2026	\$47.66	\$19.26	\$47.66	\$13.53
12/2/2020	\$110.00	2/13/2026	\$49.11	\$19.26	\$49.11	\$13.39
12/2/2020	\$110.00	2/17/2026	\$52.88	\$19.26	\$52.88	\$13.01
12/2/2020	\$110.00	2/18/2026	\$54.92	\$19.26	\$54.92	\$12.81
12/2/2020	\$110.00	2/19/2026	\$52.49	\$19.26	\$52.49	\$13.05
12/2/2020	\$110.00	2/20/2026	\$48.59	\$19.26	\$48.59	\$13.44
12/2/2020	\$110.00	2/23/2026	\$48.09	\$19.26	\$48.09	\$13.49
12/2/2020	\$110.00	2/24/2026	\$48.54	\$19.26	\$48.54	\$13.45

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1
12/2/2020	\$110.00	2/25/2026	\$49.58	\$19.26	\$49.58	\$13.34
12/2/2020	\$110.00	2/26/2026	\$48.71	\$19.26	\$48.71	\$13.43
12/2/2020	\$110.00	2/27/2026	\$46.92	\$19.26	\$46.92	\$13.61
12/2/2020	\$110.00	3/2/2026	\$45.89	\$19.26	\$45.89	\$13.71
12/2/2020	\$110.00	3/3/2026	\$46.65	\$19.26	\$46.65	\$13.63
12/2/2020	\$110.00	3/4/2026	\$48.06	\$19.26	\$48.06	\$13.49
12/2/2020	\$110.00	3/5/2026	\$48.66	\$19.26	\$48.66	\$13.43
12/2/2020	\$110.00	3/6/2026	\$46.94	\$19.26	\$46.94	\$13.61
12/2/2020	\$110.00	3/9/2026	\$48.33	\$19.26	\$48.33	\$13.47
12/2/2020	\$110.00	3/10/2026	\$45.40	\$19.26	\$45.40	\$13.76
12/2/2020	\$110.00	3/11/2026	\$46.86	\$19.26	\$46.86	\$13.61
12/2/2020	\$110.00	3/12/2026	\$43.02	\$19.26	\$43.02	\$14.00
12/2/2020	\$110.00	3/13/2026	\$43.28	\$19.26	\$43.28	\$13.97
12/2/2020	\$110.00	3/16/2026	\$45.01	\$19.26	\$45.01	\$13.80
12/2/2020	\$110.00	3/17/2026	\$47.28	\$19.26	\$47.28	\$13.57
12/2/2020	\$110.00	3/18/2026	\$44.46	\$19.26	\$44.46	\$13.85
12/2/2020	\$110.00	3/19/2026	\$44.80	\$19.26	\$44.80	\$13.82
12/2/2020	\$110.00	3/20/2026	\$42.07	\$19.26	\$42.07	\$14.09
12/2/2020	\$110.00	3/23/2026	\$44.50	\$19.26	\$44.50	\$13.85
12/2/2020	\$110.00	3/24/2026	\$47.49	\$19.26	\$47.49	\$13.55
12/2/2020	\$110.00	3/25/2026	\$48.64	\$19.26	\$48.64	\$13.44
12/2/2020	\$110.00	3/26/2026	\$46.75	\$19.26	\$46.75	\$13.62
12/2/2020	\$110.00	3/27/2026	\$44.53	\$19.26	\$44.53	\$13.85
12/2/2020	\$110.00	3/30/2026	\$43.26	\$19.26	\$43.26	\$13.97
12/2/2020	\$110.00	3/31/2026	\$47.52	\$19.26	\$47.52	\$13.55
12/2/2020	\$110.00	4/1/2026	\$49.54	\$19.26	\$49.54	\$13.35
12/2/2020	\$110.00	4/2/2026	\$50.21	\$19.26	\$50.21	\$13.28
12/2/2020	\$110.00	4/6/2026	\$51.18	\$19.26	\$51.18	\$13.18
12/2/2020	\$110.00	4/7/2026	\$50.12	\$19.26	\$50.12	\$13.29
12/2/2020	\$110.00	4/8/2026	\$51.17	\$19.26	\$51.17	\$13.18
12/2/2020	\$110.00	4/9/2026	\$48.84	\$19.26	\$48.84	\$13.42
12/2/2020	\$110.00	4/10/2026	\$47.91	\$19.26	\$47.91	\$13.51
12/2/2020	\$110.00	4/13/2026	\$50.38	\$19.26	\$50.38	\$13.26
12/2/2020	\$110.00	4/14/2026	\$57.41	\$19.26	\$57.41	\$12.56
12/2/2020	\$110.00	4/15/2026	\$57.62	\$19.26	\$57.62	\$12.54
12/2/2020	\$110.00	4/16/2026	\$56.23	\$19.26	\$56.23	\$12.68
12/2/2020	\$110.00	4/17/2026	\$59.81	\$19.26	\$59.81	\$12.32
12/2/2020	\$110.00	4/20/2026	\$61.88	\$19.26	\$61.88	\$12.11
12/2/2020	\$110.00	4/21/2026	\$62.61	\$19.26	\$62.61	\$12.04
12/2/2020	\$110.00	4/22/2026	\$63.20	\$19.26	\$63.20	\$11.98
12/2/2020	\$110.00	4/23/2026	\$58.85	\$19.26	\$58.85	\$12.41
12/2/2020	\$110.00	4/24/2026	\$60.94	\$19.26	\$60.94	\$12.21
12/2/2020	\$110.00	4/27/2026	\$61.00	\$19.26	\$61.00	\$12.20
12/2/2020	\$110.00	4/28/2026	\$59.15	\$19.26	\$59.15	\$12.38
12/2/2020	\$110.00	4/29/2026	\$56.70	\$19.26	\$56.70	\$12.63

Exhibit 3c

Summary of Per-Share Recognized Loss Amounts Sold On or After the Date of Suit but Before the Entry of Judgment

IPO Date	IPO Price	Sell Date	Sale Price	Value as of the Date of Suit	Greater of [4] and [5]	Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4]	[5]	[6]	[7] = \$8.11 + (([2]-[6])-\$8.11)*0.1

Notes:

(1) The Date of Suit is October 11, 2023.

(2) For the purposes of calculating Per-Share Recognized Loss Amounts for this declaration, I have used closing prices provided by S&P Capital IQ. The calculation of actual damages would be based on each Class Member's actual transaction prices. An investor may be able to collect more than what is shown in column [7] if Twist Common Stock was sold at an intraday price that was lower than the closing prices reflected in column [4] but greater than column [5]. In column [7], if $\$8.11 + (([2]-[6])-\$8.11)*0.1$ results in a value less than \$0, Per-Share Recognized Loss Amounts are set to 0 (in other words, if an investor sold a share of Twist Common Stock at a price higher than the \$110 SPO Price, that share is not eligible for damages).

(3) Further deterioration in the value of Twist Common Stock after the Date of Suit is not included in the recognized loss for investors, so the maximum of columns [4] and [5] is used as the sale price.

Exhibit 3d

Summary of Per-Share Recognized Loss Amounts for Unsold Shares

IPO Date	IPO Price	Value as of the Date of Suit	Maximum Per-Share Recognized Loss Amount
[1]	[2]	[3]	[4] = 8.11 + (([2] - [3] - 8.11) * 0.1)
12/2/2020	\$110.00	\$19.26	\$16.37

Notes: For the purposes of calculating Per-Share Recognized Loss Amounts for this declaration, I have used closing prices provided by S&P Capital IQ. The calculation of actual damages would be based on each Class Member's actual transaction prices. If column [4] results in a value less than \$0, Per-Share Recognized Loss Amounts are set to 0 (in other words, if an investor sold a share of Twist Common Stock at a price higher than the \$110 SPO Price, that share is not eligible for damages).

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EMPLOYMENT:

Peregrine Economics

President (2024 - Current)

Peregrine Economics provides independent economic and financial analysis. Peregrine applies big picture thinking and proven economic tools to build a clear narrative around complex problems. Practice areas include: Data Science, General Damages, Labor & Employment, Regulatory Economics, and Securities Valuation.

Global Economics Group, LLC

President (2008 - 2023)

Market Platform Dynamics, LLC

Chief Financial Officer & Chief Operating Officer (2010 – 2023)

Chicago Partners, LLC

Principal (2007 – 2008)
Vice President (2003 – 2007)
Director (2000 – 2003)
Senior Associate (1999 – 2000)
Associate (1997 – 1999)
Research Analyst (1995 – 1997)

EDUCATION:

CFA Chartered Financial Analyst, 2003

M.P.P. University of Chicago, 1997
Masters of Public Policy, with a focus in economics including coursework in Finance, Labor Economics, Econometrics, and Regulation

B.A. Knox College, 1995
Economics, Magna Cum Laude
Graduated with College Honors for Paper entitled “Increasing Efficiency in Water Supply Pricing: Using Galesburg, Illinois as a Case Study”
Dean's List Every Term
Phi Beta Kappa

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PROFESSIONAL EXPERIENCE:

Securities, Valuation, and Market Manipulation Cases:

- Testifying Expert in numerous high-profile class action securities matters.
- Expert Consultant for the American Stock Exchange (AMEX) where I evaluated issues related to multiple listing of options. Performed econometric analysis of various measures of option spread using tens of millions of trades.

Testimony in the last four years:

- Testifying Expert In Re PG&E Corporation Securities Litigation, Civil Action No. 3:18-cv-03509-EJD, United States District Court Northern District of California San Francisco Division. Filed declaration August 28, 2020. Filed expert report December 23, 2024. Deposition June 16, 2025.
- Testifying Expert in John Utesch, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Lannett Company, Inc., Arthur P. Bedrosian, and Martin P. Galvan, Defendants, Civil Action No. 2:16-cv-05932-WB, United States District Court for the Eastern District of Pennsylvania. Filed expert report October 1, 2020. Deposition December 10, 2020. Filed expert rebuttal report on May 13, 2021. Hearing testimony July 27, 2021. Filed expert report May 8, 2024. Deposition August 6, 2024.
- Testifying Expert in Plumbers & Pipefitters National Pension Fund and Juan Francisco Nieves, as Trustee of the Gonzalez Coronado Trust, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, v. Kevin Davis and Amir Rosenthal (Performance Sports Group Ltd.), Defendants, Case No.: 1:16-CV-3591-GHW, United States District Court for the Southern District of New York. Filed expert report on December 18, 2020. Deposition February 5, 2021. Filed expert rebuttal report on April 6, 2021. Filed declaration re: Plan of Allocation January 21, 2022.
- Testifying Expert in Mayuko Holwill, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. AbbVie Inc., Richard A. Gonzalez, and William J. Chase, Defendants, Case No. 1:18-cv-6790, United States District Court for the Northern District of Illinois. Filed expert report on February 1, 2021. Filed expert rebuttal report on September 20, 2021. Filed expert report on July 6, 2023. Filed expert rebuttal report on February 6, 2024.
- Testifying Expert in Oklahoma Firefighters Pension and Retirement System, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Newell Brands Inc., Michael B. Polk, John K. Stipancich, Scott H. Garber, Bradford R. Turner, Michael T. Cowhig, Thomas E. Clarke, Kevin C. Conroy, Scott S. Cowen, Domenico De Sole, Cynthia A. Montgomery, Christopher D. O'Leary, Jose Ignacio Perez-Lizaur, Steven J. Strobel, Michael A. Todman, and Raymond G. Viault, Defendants, Case No: HUD-L-3492-18, Superior Court of New Jersey Law Division (Hudson County). Filed expert report on May 3, 2021. Filed expert rebuttal report on June 15, 2021.

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Deposition July 21, 2021. Filed expert supplemental reply report on February 4, 2022. Deposition March 15, 2022.

- Testifying Expert in Allegheny County Employees Retirement System et al. v. Energy Transfer LP et al., Case No. 2:20-cv-00200-GAM, United States District Court for the Eastern District of Pennsylvania. Filed expert report on September 17, 2021. Deposition November 18, 2021. Filed expert rebuttal report on April 22, 2022. Filed expert report on September 15, 2023. Deposition December 13, 2023.
- Testifying Expert in Plymouth County Retirement System and Oklahoma Police Pension and Retirement System, Individually and On Behalf of All Others Similarly Situated, v. Evolent Health, Inc., Frank Williams, Nicholas McGrane, Seth Blackley, Christie Spencer, and Steven Wigginton, Case No. 1:19-cv-01031, United States District Court Eastern District of Virginia, Alexandria Division. Filed expert report on October 19, 2021. Filed expert report on April 8, 2022. Deposition May 9, 2022. Filed expert report on May 27, 2022. Deposition June 22, 2022.
- Testifying Expert in In re Uniti Group Inc. Securities Litigation, Case No. 4:19-cv-00756-BSM, United States District Court Eastern District of Arkansas, Central Division. Filed expert report on October 25, 2021. Deposition December 6, 2021. Filed declaration re: expert report on January 24, 2022. Filed expert rebuttal report on February 22, 2022.
- Testifying Expert in Boston Retirement System, Individually and On Behalf of All Others Similarly Situated v. Alexion Pharmaceuticals, Inc., Leonard Bell, David L. Hallal, Vikas Sinha, David Brennan, David J. Anderson, Ludwig Hantson, and Carsten Thiel, Defendants, Civ. No. 3:16-cv-2127(AWT), United States District Court for the District of Connecticut. Filed expert report December 15, 2021. Deposition March 8, 2022. Filed expert rebuttal report June 17, 2022.
- Testifying Expert In Re Aphria, Inc. Securities Litigation, No. 1:18-cv-11376-GBD, United States District Court Southern District of New York. Filed declaration January 28, 2022 re: class certification. Filed expert report January 28, 2022. Deposition May 19, 2022.
- Testifying Expert in Discovery Global Citizens Master Fund, Ltd., et al., MSD Torchlight Partners, L.P., et al., Incline Global Master LP., et al., Valic Company I, et al., Okumus Opportunistic Value Fund, Ltd., The Boeing Company Employee Retirement Plans Master Trust, et al., Första Ap-Fonden, et al., GMO Trust, et al., Hound Partners Offshore Fund, LP, et al., Colonial First State Investments Limited As Responsible Entity For Commonwealth Global Shares Fund 1, et al., Bharat Ahuja, et al., Brahman Partners II, L.P., et al., The Prudential Insurance Company Of America, et al., 2012 Dynasty UC LLC, et al., BlackRock Global Allocation Fund, Inc., et al., Northwestern Mutual Life Insurance Co., et al., Bahaa Aly, et al., James M. Templeton, et al., GIC Private LTD., et al., USAA MUTUAL FUNDS TRUST On Behalf Of Its Series USAA Aggressive Growth Fund, et al., Maverick Select Fund, Ltd., et al., Plaintiffs, vs. Valeant Pharmaceuticals International, Inc. et al., Defendants, Civil Action No(s): 3:16-cv-07321-MAS-LHG, 3:16-cv-07324-MAS-LHG, 3:16-cv-07494, 3:16-cv-07496, 3:17-cv-06513-MAS-LHG, 3:17-cv-07636-MAS-LHG, 3:17-cv-12088-MAS-LHG, 3:18-cv-00089, 3:18-cv-08705-MAS-LHG, 3:18-cv-00383-MAS-LHG, 3:18-cv-00846-MAS-LHG, 3:18-00893, 3:18-cv-01223-MAS-LHG, 3:18-cv-

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08595-MAS-LHG, 3:18-cv-00343-MAS-LHG, 3:18-cv-15286-MAS-LHG, 3:18-cv-17393, 3:20-cv-05478, 3:20-cv-07460-MAS-LHG, 3:20-cv-07462-MAS-LHG, 3:20-02190-MAS-LHG, United States District Court for the District of New Jersey. Filed expert report February 2, 2022. Filed expert rebuttal report on May 9, 2022. Deposition June 3, 2022. Filed declaration September 28, 2022 (related only to 3:20-cv-02190-MAS-LHG). Filed declaration November 10, 2022.

- Testifying Expert in Roei Azar, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Grubhub Inc., et al., Defendants, Case No. 1:19-cv-07665, United States District Court Northern District of Illinois Eastern Division. Filed expert report June 1, 2022. Deposition July 14, 2022.
- Testifying Expert in In Re Peabody Energy Corp. Securities Litigation, Civil Action No. 1:20-cv-08024-PKC, United States District Court Southern District of New York. Filed expert report July 15, 2022.
- Testifying Expert in BlackRock Asset Management Canada Limited, et al., Plaintiffs, v. Valeant Pharmaceuticals International, Inc. (n/k/a Bausch Health Companies Inc.), et al. Defendants, Nos.: 500-11-054155-185, 500-17-103749-183, and California State Teachers' Retirement System, Plaintiff, v. Bausch Health Companies Inc. (f/k/a Valeant Pharmaceuticals International, Inc.), et al., Defendants, Nos.: 500-11-055722-181, 500-11-055722-181, Canada Superior Court, Province of Québec, District of Montreal. Filed expert report September 30, 2022. Filed expert rebuttal report on July 10, 2023.
- Testifying Expert in Sheet Metal Workers National Pension Fund and International Brotherhood of Teamsters Local No. 710 Pension Fund, individually and as Lead Plaintiffs on behalf of all others similarly situated, and International Union of Operating Engineers Pension Fund of Eastern Pennsylvania and Delaware, individually and as Named Plaintiff, on behalf of all others similarly situated, Plaintiffs v. Bayer Aktiengesellschaft, Werner Baumann, Werner Wenning, Liam Condon, Johannes Dietsch, and Wolfgang Nickl, Defendants, No. 3:20-cv-04737-RS, Northern District of California, San Francisco Division. Filed expert report October 28, 2022. Deposition December 21, 2022. Filed expert rebuttal report on March 21, 2023. Filed expert report June 11, 2024. Filed expert reply report on November 8, 2024. Deposition December 3, 2024.
- Testifying Expert in In Re: Maxar Technologies, Inc. Shareholder Litigation, Lead Case No.:19CV357070, Superior Court of the State of California, County of Santa Clara. Filed expert report December 12, 2022.
- Testifying Expert in In Re FibroGen Inc., Securities Litigation, Case No. 3:21-cv-02623-EMC, United States District Court Northern District of California. Filed expert report January 27, 2023. Deposition April 4, 2023.
- Testifying Expert in Indiana Public Retirement System and Public School Teachers' Pension and Retirement Fund of Chicago, individually and on behalf of all others similarly situated, Plaintiffs, v. Pluralsight, Inc.; Aaron Skonnard; and James Budge, Defendants, Case No. 1:19-cv-00128, United States District Court for the District of Utah. Filed expert report March 3, 2023.

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- Testifying Expert in Sothinathan Sinnathurai, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Novavax, Inc., Stanley C. Erck, Gregory F. Covino, John J. Trizzino, and Gregory M. Glenn, Defendants, Case 8:21-cv-02910-TDC, United States District Court for the District of Maryland. Filed expert report March 16, 2023. Deposition September 14, 2023. Filed expert rebuttal report November 13, 2023.
- Testifying Expert in Meysam Moradpour, Individually and On Behalf of All Others Similarly Situated, v. Velodyne Lidar, Inc., Anand Gopalan, Andrew Hamer, James A. Graf, Michael Dee, and Joseph B. Culkan, Case No. 3:21-CV-01486-SI, United States District Court Northern District of California San Francisco Division. Filed expert report March 20, 2023.
- Testifying Expert in In Re Boston Scientific Corporation Securities Litigation, Case No. 1:20-cv-12225-DPW, United States District Court District of Massachusetts. Filed expert report April 21, 2023. Filed declaration June 22, 2023.
- Testifying Expert in In Re Okta, Inc. Securities Litigation, Case 3:22-cv-02990-SI, United States District Court Northern District of California. Filed expert report August 18, 2023.
- Testifying Expert in Carl Shupe and Matthew Pearlman, Individually and on Behalf of All Others Similarly Situated, vs. Rocket Companies, Inc., Jay D. Farner, Julie R. Booth, Robert Dean Walters, Daniel Gilbert, and Rock Holdings Inc., Civ. No. 1:21-cv-11528, United States District Court Eastern District of Michigan, Southern Division. Filed expert report August 30, 2023. Deposition November 8, 2023. Filed expert rebuttal report on January 26, 2024. Filed expert report February 12, 2024. Deposition February 22, 2024. Filed expert rebuttal report on March 8, 2024. Filed expert report April 5, 2024. Deposition June 18, 2024.
- Testifying Expert in Richard R. Weston, Individually and on Behalf of All Others Similarly Situated, Plaintiff v. DocuSign, Inc., Daniel D. Springer, Michael J. Sheridan, Cynthia Gaylor, and Loren Alhadeff, Defendants, Case No. 3:22-cv-0084-WHO, United States District Court, Northern District of California, San Francisco Division. Filed expert report September 15, 2023. Deposition January 4, 2024. Filed expert rebuttal report on April 17, 2024.
- Testifying Expert in John Brazinsky, Individually and on behalf of all other similarly situated, Plaintiff, vs. AT&T Inc., Randall L. Stephenson, John T. Stankey, Pascal Desroches, and John Stephens, Defendants, Case No. 2:23-cv-04064-KM-JBC, United States District Court for the District of New Jersey. Filed declaration October 23, 2023.
- Testifying Expert in In Re Concho Resources Inc. Securities Litigation, No. 4:21-cv-02473, United States District Court Southern District of Texas, Houston Division. Filed expert report December 7, 2023. Filed expert rebuttal report on May 8, 2024. Filed written testimony on January 21, 2025. Hearing testimony January 30, 2025. Filed expert report February 9, 2026.
- Testifying Expert in Reginald T Allison, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Oak Street Health, Inc., et al., Defendants, Case No. 1:22-cv-00149, United

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States District Court, Northern District of Illinois. Filed expert report December 15, 2023. Deposition January 23, 2024. Filed expert rebuttal report April 22, 2024.

- Testifying Expert in Boston Retirement System, et al., Plaintiff, v. Uber Technologies, Inc., et al., Defendants, Case No. 3:19-cv-06361, United States District Court, Northern District of California. Filed expert report February 1, 2024. Filed expert rebuttal report March 12, 2024. Deposition April 12, 2024.
- Testifying Expert in In Re Plantronics, Inc. Securities Litigation, Case No. 4:19-cv-07481-JST, United States District Court Northern District of California Oakland Division. Filed expert report February 8, 2024.
- Testifying Expert in Robert Ciarciello, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Bioventus Inc., Kenneth M. Reali, Mark L. Singleton, Gergory O. Anglum, and Susan M. Stalnecker, Defendants, Case No. 1:23-cv-00032-CCE-JEP, United States District Court Middle District of North Carolina. Filed expert report March 7, 2024. Filed expert report March 27, 2024. Deposition April 8, 2024. Filed expert rebuttal report May 10, 2024. Filed declaration re: Plan of Allocation August 5, 2024.
- Testifying Expert in Michael Pardi, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Tricida, Inc. and Gerritt Klaerner, Defendants. Case No. 4:21-cv-00076-HSG, United States District Court, Northern District of California. Filed expert report April 30, 2024. Filed expert rebuttal report August 15, 2024.
- Testifying Expert in Miriam Edwards, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. McDermott International, Inc., David Dickson, and Stuart Spence, Defendants. Case No. 4:18-cv-04330, United States Southern District Court, Southern District of Texas, Houston Division. Filed expert report April 30, 2024. Filed expert rebuttal report September 30, 2024. Deposition October 4, 2024.
- Testifying Expert in Humberto Lozada and Oklahoma Firefighters Pension and Retirement System, Individually and on Behalf of All Others Similarly Situated, Plaintiffs, v. Taskus Inc., Bryce Maddock, Jaspas Weir, Balaji Sekar, Amit Dixit, Mukesh Mehta, Susir Kumar, Jacqueline D. Reses, and BCP FC Aggregator L.P., Defendants, United States District Court, Southern District of New York. Filed expert report May 10, 2024. Deposition June 20, 2024. Filed expert rebuttal report August 23, 2024. Deposition September 13, 2024.
- Testifying Expert in John Harvey Schneider, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Natera, Inc., Steve Chapman, Michael Brophy, Matthew Rabinowitz, and Ramesh Hariharan, Defendants, Case No. 1:22-cv-00398-DAE, United States District Court, Western District of Texas. Filed expert report June 4, 2024. Deposition July 19, 2024. Filed expert rebuttal report October 4, 2024.
- Testifying Expert in Stadium Capital LLC, on Behalf of All Others Similarly Situated, Plaintiff, v. Co-Diagnostics, Inc., Dwight H. Egan, and Brian L. Brown, Defendants, Case No.: 22-cv-6978

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(AS), United States District Court, Southern District of New York. Filed expert report July 26, 2024. Filed expert report November 20, 2024. Filed expert rebuttal report January 10, 2025. Deposition January 28, 2025.

- Testifying Expert In Re Barclays PLC Securities Litigation, Case No 1:22-cv-08172-KPF, United States District Court Southern District of New York. Filed expert report August 12, 2024.
- Testifying Expert In Re The Honest Company, Inc. Securities Litigation, No. 2:21-CV-07405-MCS-AS, United States District Court Central District of California. Filed expert report November 18, 2024. Filed expert rebuttal report December 15, 2024.
- Testifying Expert in Albert Chow, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Enochian Biosciences Inc., Mark Dybul, Rene Sindlev, and Carl Sandler, Defendants, Case No. 8:22-cv-01374-JWH-JDE, United States District Court Central District of California. Filed declaration re: Plan of Allocation December 9, 2024.
- Testifying Expert In Re The Boeing Company Securities Litigation, Civil Action No. 1:24-cv-00151-LMB-LRV, United States District Court Eastern District of Virginia Alexandria Division. Filed expert report December 13, 2024. Deposition January 14, 2025. Filed expert rebuttal report February 20, 2025. Filed expert report March 13, 2025. Filed expert rebuttal report May 2, 2025.
- Testifying Expert In Re Fidelity National Information Services, Inc. Securities Litigation Case No. 3:23-cv-252-TJC-PDB, United States District Court Middle District of Florida Jacksonville Division. Filed expert report March 3, 2025. Deposition April 10, 2025. Filed expert rebuttal report July 15, 2025. Deposition August 12, 2025.
- Testifying Expert in Highfields Capital I LP, Highfields Capital II LP, And Highfields Capital III L.P., Plaintiffs, v. Teva Pharmaceutical Industries, Ltd., Erez Vigodman, Eyal Desheh, Sigurdur Olafsson, Deborah Griffin, Kåre Schultz, Michael McClellan, And Yitzhak Peterburg, Defendants, Case No: 3:19-CV-603 (SRU), United States District Court District of Connecticut. Filed expert report April 16, 2025. Filed expert rebuttal report August 7, 2025. Deposition August 26, 2025.
- Testifying Expert in Plumbers & Pipefitters Local Union #295 Pension Fund, Individually And On Behalf Of All Others Similarly Situated, Plaintiff, vs. CareDx, Inc., Peter Maag, And Reginald Seeto, Defendants, Case No. 3:22-cv-03023-TLT, United States District Court Northern District of California San Francisco Division. Filed expert report April 18, 2025.
- Testifying Expert in Kellie Black, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Snap Inc., Jeremi Gorman, and Evan Spiegel, Defendants, Case No.: 2:21-cv-08892, United States District Court Central District of California Western Division. Filed expert report May 16, 2025. Deposition June 18, 2025.

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- Testifying Expert in Leslie Lilien, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Olaplex Holdings, Inc., et al., Defendants, Case No. 2:22-cv-08395-SVW(SKx), United States District Court Central District of California. Filed expert report May 30, 2025.
- Testifying Expert in City of Warwick Retirement System, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Catalent Inc., John Chiminski, Alessandro Maselli, and Thomas Castellano, Defendants, Case No.: 3:23-cv-01108-ZNQ-JTQ, United States District Court District of New Jersey. Filed expert report July 1, 2025. Deposition August 8, 2025. Filed declaration December 23, 2025.
- Testifying Expert In re Semtech Corporation Securities Litigation, Case 2:25-cv-01474-MSC-JC, United States District Court Central District of California. Filed expert report February 6, 2026.
- Testifying Expert in Sylebra Capital Partners Master Fund Ltd, Sylebra Capital Parc Master Fund, and Sylebra Capital Menlo Master Fund, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Everbridge, Inc., David Meredith, Patrick Brickley, and Jaime Ellertson, Defendants, Case No. 2:22-cv-02249-FWS-RAO, United States District Court Central District of California. Filed expert report March 12, 2026. Deposition April 22, 2026.
- Testifying Expert in Anthony Joseph Peters, Individually and on Behalf of All Others Similarly Situated, Plaintiff, vs. Twist Bioscience Corporation., et al., Defendants, Case No. 5:22-cv-08168-EJD, United States District Court Northern District of California San Jose Division. Filed expert report March 13, 2026.
- Testifying Expert in Plumbers, Pipefitters and Apprentices Local No. 112 Pension Fund, Individually and on Behalf of All Others Similarly Situated, Plaintiff, v. Vestis Corporation, Kimberly Scott, Rick Dillion, Aramark, and John J. Zillmer, No. 1:24-cv-02175-SDG, United States District Court Northern District of Georgia Atlanta Division. Filed expert report April 10, 2026.

Experience in Labor Economics and Discrimination-Related Cases:

- Expert Consultant in various class action matters regarding race, age, or gender discrimination.

Selected Experience in Antitrust, General Damages, and Other Matters:

- Expert Consultant in high-profile antitrust matters in the computer and credit card industries.
- Served as neutral expert for mediator (Judge Daniel Weinstein) in allocating a settlement in an antitrust matter.

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PUBLICATIONS:

Coffman, Chad and Mary Gregson, "Railroad Construction and Land Value." *Journal of Real Estate and Finance*, 16:2, pp. 191-204 (1998).

Coffman, Chad, Tara O'Neil, and Brian Starr, Ed. Richard D. Kahlenberg, "An Empirical Analysis of the Impact of Legacy Preferences on Alumni Giving at Top Universities," *Affirmative Action for the Rich: Legacy Preferences in College Admissions*; pp. 101-121 (2010).

PROFESSIONAL AFFILIATIONS:

Associate Member CFA Society of Chicago
Associate Member CFA Institute
Phi Beta Kappa

PERSONAL ACTIVITIES:

- Pro bono consulting for Cook County State's Attorney's Office.
- Pro bono consulting for Cook County Health & Hospitals System – Developed method for hospital to assess real-time patient level costs to assist in improving care for Cook County residents and prepare for implementation of Affordable Care Act.
- Pro bono consulting for Chicago Park District to analyze economic impact of park district assets and assist in developing strategic framework for decision-making.
- Volunteer for Chicago Food Depository.
- Volunteer for Habitat for Humanity ReStore.

EXHIBIT 4

**Declaration of
Kevin Reichart**

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

ANTHONY JOSEPH PETERS, Individually
and on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

TWIST BIOSCIENCE CORPORATION,
EMILY M. LEPROUST, and JAMES M.
THORBURN,

Defendants.

Case No. 5:22-cv-08168-EKL

CLASS ACTION

**DECLARATION OF KEVIN REICHART
IN SUPPORT OF LEAD PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

Judge: Hon. Eumi K. Lee

1 I, Kevin Reichart, on behalf of Policemen’s Annuity and Benefit Fund of Chicago (“PABF”
2 or “Lead Plaintiff”), declare as follows pursuant to 28 U.S.C. § 1746:

3 1. I am the Executive Director of PABF, the Court-appointed Lead Plaintiff in this
4 action (the “Litigation”), and am authorized to submit this declaration on behalf of PABF.¹

5 2. I respectfully submit this declaration in support of Lead Plaintiff’s Unopposed
6 Motion for Preliminary Approval of Proposed Class Action Settlement.

7 3. On behalf of PABF, I have been the primary person overseeing Lead Counsel’s
8 prosecution of the Litigation and the negotiations leading to the proposed Settlement. The matters
9 set forth herein are based on my personal knowledge, information provided to me in my official
10 capacity, and my review of records maintained by PABF.

11 **I. PABF’S BACKGROUND**

12 4. Headquartered in Chicago, Illinois, PABF oversees roughly \$3.9 billion in net assets
13 on behalf of approximately 27,300 active and retired members of the Chicago Police Department
14 and their families. PABF has a well-established history of serving as lead plaintiff in securities
15 class actions, including securing a \$300 million recovery for the class in *In re DaimlerChrysler, et*
16 *al.*, 1:00-cv-00993 (D. Del.), and a \$145 million recovery for the class in *In re Apollo Group Inc.*
17 *Sec. Litig.*, 2:04-cv-02147 (D. Ariz.).

18 **II. PABF’S OVERSIGHT OF THE LITIGATION**

19 5. On July 28, 2023, the Court appointed PABF as Lead Plaintiff. (ECF 70.) Since
20 that time, PABF has directly supervised Lead Counsel, and has been extensively involved in the
21 prosecution and settlement of the Litigation. Specifically, PABF has performed the following tasks,
22 among others:

- 23 a. Regularly communicating with Lead Counsel concerning the status, progress,
24 and major strategy decisions regarding the Litigation;

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27 ¹Any capitalized terms that are not otherwise defined herein shall have the meanings ascribed to
28 them in the parties’ Stipulation of Settlement (the “Stipulation”).

- 1 b. Reviewing major motions and pleadings to provide comments and direction as
- 2 needed;
- 3 c. Assisting in locating, collecting, and preserving potentially relevant documents;
- 4 d. Responding to discovery requests, including requests for production and
- 5 interrogatories, and producing information regarding PABF's transactions in
- 6 Twist securities; and
- 7 e. Preparing for and participating in the mediation session.

8 **III. PABF SUPPORTS APPROVAL OF THE SETTLEMENT**

9 6. PABF supports approval of the proposed Settlement. The Settlement is the product
10 of Lead Plaintiff's hard-fought negotiation and careful consideration on behalf of the Settlement
11 Class and represents an award to the Settlement Class that is fair, reasonable, and adequate given
12 the arguable damages and risks of further litigation.

13 7. On March 31, 2026, I, on behalf of PABF, participated in a formal full-day
14 mediation session with mediator Robert A. Meyer of JAMS, Lead Counsel, counsel for Defendants,
15 and representatives of Twist and its various insurance carriers.

16 8. In advance of the mediation, I prepared myself by considering the strengths and
17 weakness of the litigation, the arguable damages at issue, the evidence assembled, and the risks
18 associated with the litigation. I was present throughout the mediation, took part in discussions with
19 the Mediator, and participated throughout the negotiations. During the March 31st session, the
20 parties exchanged multiple demands and counter offers under the Mediator's auspices. I authorized
21 each of Lead Plaintiff's demands. Despite the parties' best efforts, we could not reach agreement
22 on a resolution on our own. At the conclusion of the session, Mediator Meyer issued a mediator's
23 proposal that the case settle for \$17.05 million, which I authorized Lead Counsel to accept on behalf
24 of Lead Plaintiff and the proposed class.

25 9. Based on PABF's experience as a court-appointed lead plaintiff, its active
26 involvement throughout the Litigation, its participation in the mediation session, and its
27 understanding of the strength of the merits, the amount of damages, and numerous risks of further
28

1 litigation, PABF believes that the proposed settlement is fair, reasonable, and adequate to the
2 Settlement Class. PABF supports Court approval of the settlement.

3 I declare under penalty of perjury under the laws of the United States of America that the
4 foregoing is true and correct.

5 Executed this 21st day of April, 2026.

6 Respectfully Submitted,

7 /s/ Kevin Reichart

8 Kevin Reichart
9 Executive Director
10 *Policemen's Annuity and Benefit Fund of*
11 *Chicago*

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EXHIBIT 5

BFA Firm Resume



Overview

Bleichmar Fonti & Auld LLP (“BFA” or the “firm”) is a leading class action law firm founded in 2014 and based in New York City with additional offices in Oakland, California; Wilmington, Delaware; Toronto, Ontario; and Westchester, New York. The firm focuses on securities fraud class actions and other investment and consumer-related matters on behalf of a wide range of domestic and international clients, including some of the largest institutional investors and asset managers in the world.

Since 2014, BFA has recovered over \$2.2 billion for investors. This track record reflects the long and extensive experience of the firm’s partners in the last two decades prosecuting securities class actions. Most recently, BFA received court approval of a settlement against certain current and former members of Tesla’s Board of Directors. In addition to the Director Defendants agreeing to implement significant corporate governance reforms, they returned to Tesla the value of over 3.1 million options, which, by using an agreed-upon valuation methodology, values the settlement at \$919 million. This settlement is the largest derivative settlement ever in Delaware.

Indeed, BFA has repeatedly been in the top 10 and 15 in total monetary recoveries in securities class actions. In 2022, for example, BFA’s \$420 million settlement with Teva Pharmaceutical Industries, Ltd. was number two in a list of the *Top U.S. Shareholder Class Actions of 2022* as reported by ISS Insights, and, with BFA’s \$129 settlement with Granite Construction, Inc., BFA was the only law firm to place twice on ISS’s top 10 list for 2022 as sole lead counsel. These results also placed BFA as a “Top 5” Plaintiff Law Firm based on 2022 securities settlements achieved, as reported by ISS.

BFA’s founding partners have worked together for nearly two decades, recovering billions of dollars for investors. In the last ten years, BFA’s partners have represented lead plaintiffs in more than a dozen securities class actions. Our partners are supported by a team recruited for their excellence and dedication to our practice, as they carefully built a talented team who have collaborated for years, ensuring a wealth of experience to draw on for our clients.

Our attorneys are nationally recognized as leading litigators in the field of securities litigation, and our achievements have been profiled in a variety of national publications, including *The Wall Street Journal*, *The New York Times*, *Law 360*, the *National Law Journal*’s “Plaintiffs’ Hot List,” *Lawdragon*, and *The Legal 500*. We are also frequently asked to comment on breaking developments in financial fraud, securities, and other investment-related issues.



Securities Litigation Highlights

BFA partners have represented lead plaintiffs in dozens of securities class actions, as well as investors in direct actions, including the cases featured below.

Ontario Teachers' Pension Plan Board, et al. v. Teva Pharmaceutical Industries Ltd. et al.

\$420 Million Settlement

COURT	District of Connecticut, No. 17-cv-00558
CLIENTS	Ontario Teachers' Pension Plan Board and Anchorage Police and Fire Retirement System
ATTORNEYS	Joseph A. Fonti, Javier Bleichmar, Evan A. Kubota, Benjamin F. Burry, Sara Pildis Simnowitz, Thayne Stoddard

Background

Plaintiffs alleged that the company and its senior management made materially false and misleading statements that concealed that Teva had engaged in a multi-year scheme to exponentially increase generic drug prices across its portfolio, in some instances by more than 1,000%. Often, these increases were in lock-step with so-called competitors.

BFA's Role

BFA was sole Lead Counsel for the Class and Court-appointed Lead Plaintiff Ontario Teachers' and named plaintiff Anchorage Police and Fire Retirement System.

Status

On June 2, 2022, BFA secured final approval of the \$420 million settlement after five years of hard-fought litigation, including the Court's certification of the class and the Second Circuit's denial of defendants' attempt to appeal class certification, completing intensive fact and expert discovery, and preparing a summary judgment motion. This represents the second-largest class settlement in the history of the District of Connecticut (where the case was pending), the fourth-largest within the Second Circuit (excluding cases arising from restatements or the 2008-09 financial crisis), and among the five largest securities settlements against a pharmaceutical manufacturer. No objections were filed. BFA's effort required over 77,000 hours of work, investing nearly \$10 million in litigation and expert expenses, and navigating both Teva's financial distress and competing civil and criminal



actions arising from the same alleged pricing conduct (including Teva USA’s 2020 indictment by the U.S. Department of Justice). The resulting \$420 million settlement was the first meaningful recovery related to this conduct.

In approving the settlement, Judge Underhill described Teva as “the most complex securities case I’ve ever had” and a “remarkably complex” case that “required analysis of a very broad portfolio of drugs.” Judge Underhill praised BFA’s work, stating, “The quality of the representation was excellent in the face of very quality defense . . . This was not a case that every law firm could handle, and I think it was done exceptionally well.”

The Police Retirement System of St. Louis v. Granite Construction Incorporated, et al.

\$129 Million Settlement

COURT	Northern District of California, No. 19-cv-04744
CLIENTS	The Police Retirement System of St. Louis
ATTORNEYS	George N. Bauer, Javier Bleichmar, Benjamin F. Burry, Evan A. Kubota, Ross Shikowitz, Sara Pildis Simnowitz, Thayne Stoddard

Background

Plaintiffs alleged that Granite and its senior management fraudulently misrepresented the impact of several of the company’s largest joint venture construction projects on Granite’s business. Specifically, plaintiffs asserted that Granite and its senior management understated the significant cost overruns and schedule delays the Company was experiencing as well as their impact on Granite’s financial statements.

BFA’s Role

BFA was sole Lead Counsel for Court-appointed Lead Plaintiff the Police Retirement System of St. Louis.

Status

The Court appointed the Police Retirement System of St. Louis on November 26, 2019 and approved its choice of BFA as Lead Counsel on January 16, 2020. BFA filed an amended complaint on February 20, 2020. In May 2020, Judge Alsup denied defendants’ motion to dismiss. In January 2021, Judge Alsup certified the class, naming the Police Retirement System of St. Louis as class representative and BFA as class counsel. After beginning discovery and taking a number of depositions, the parties reached a \$129 million settlement.



On March 17, 2022, Judge Alsup granted final approval of the settlement. In approving the settlement, Judge Alsup noted that the “\$129 million settlement flowed from the hard work of class counsel, the discovery they took, the investigations they did, and their victories in court.” He further observed that “the \$129 million settlement is almost entirely the result of the hard work of class counsel,” that “[c]lass counsel investigated this case in great depth,” and that class counsel’s efforts “plausibly led to a restatement” whereby Granite admitted that its financial statements could no longer be relied upon.

At the time, the settlement was the third largest approved in the Northern District of California in the last decade. The settlement promises to compensate investors for 20-30% of their estimated damages, which exceeds by nearly 400% the average rate of recovery in cases alleging claims under Section 10(b) of the Securities Exchange Act of 1934.

MTA v. Allianz Global Investors U.S., L.L.C.

Settled

COURT	Southern District of New York, No. 20-cv-07842
CLIENTS	Metropolitan Transportation Authority
ATTORNEYS	Javier Bleichmar, George Bauer

Background

Since 2008, the Metropolitan Transportation Authority (“MTA”) invested nearly \$200 million in Allianz Global Investor’s (“AllianzGI”) Structured Alpha funds. Due to AllianzGI’s negligent and imprudent trading strategies and its failure to implement adequate risk management procedures, despite its commitment to do so, the MTA lost over 90% of its investment. AllianzGI’s failure cost the MTA and similar institutional investors hundreds of millions of dollars.

BFA’s Role

BFA represented the MTA in their suit against AllianzGI.

Status

BFA filed a complaint against AllianzGI on behalf of the MTA in September 2020. On September 30, 2021, the Court denied defendants’ motion to dismiss. The parties reached a confidential settlement on May 17, 2022.

*In re Talis Biomedical Securities Litigation***\$32.5 Million Settlement**

COURT	Northern District of California, No. 3:22-cv-00105
CLIENTS	Individual Investors
ATTORNEYS	Joseph A. Fonti, Evan Kubota

Background

Plaintiffs allege that the company, its senior officers and directors, as well as the underwriters for Talis’s initial public offering (“IPO”) violated Sections 11 and 15 of the Securities Act of 1933 by misrepresenting the effectiveness, regulatory status, and ability to manufacture the company’s “Talis One” COVID-19 test in the offering documents for the IPO.

BFA’s Role

BFA was appointed co-Lead Counsel for the putative class on June 3, 2022.

Status

BFA filed a second amended class action complaint on January 13, 2023. On April 28, 2023, Judge Susan Illston denied defendants’ motion to dismiss. Lead Plaintiff Martin Dugan’s motion for class certification was granted on February 9, 2024. On March 21, 2025, Judge Illston granted final approval of a \$32.5 million class settlement, stating during the approval hearing that the settlement was “excellent.”

*Bilinsky v. Gatos Silver, Inc.***\$21 Million Settlement**

COURT	District of Colorado, No. 22-cv-00453
CLIENTS	Individual Investors
ATTORNEYS	Joseph A. Fonti, Evan A. Kubota, Benjamin F. Burry, Thayne Stoddard

Background

Plaintiffs allege that Gatos and its senior management made materially false and misleading statements and concealed the fact that a key technical report for its Cerro Los Gatos silver mine located in Chihuahua, Mexico contained significant errors and overestimated the mineral reserves in the mine by as much as 50%. Plaintiffs pursue claims against the company and its executives under the Securities Exchange Act of 1934 and claims against the company, its executives, and directors under the Securities Act of 1933.

BFA's Role

BFA is sole Lead Counsel for the putative class.

Status

BFA filed an amended class action complaint on August 15, 2022. Following completion of motion to dismiss briefing and a fulsome mediation, BFA achieved a \$21 million settlement. The proposed settlement represents an outstanding result given Gatos's serious financial constraints, the maximum theoretical damages, and the risks of continued litigation. On October 15, 2024, the Court granted final approval of the settlement.

Lozada v. TaskUs, Inc.

\$17.5 Million Settlement

COURT	Southern District of New York, No. 22-cv-01479
CLIENTS	Oklahoma Firefighters Pension and Retirement System and Individual Investors
ATTORNEYS	Joseph A. Fonti, Javier Bleichmar, Nancy A. Kulesa, Evan Kubota, Thayne Stoddard

Background

Plaintiffs alleged that from June 11, 2021 to January 19, 2022, and in the offering documents for TaskUs's June 2021 IPO and October 2021 secondary public offering, defendants made false and misleading statements touting TaskUs's low employee attrition rate and its industry-leading Glassdoor rating. These statements were false and misleading because, in truth, TaskUs suffered from high employee attrition and its Glassdoor rating was the product of reviews that TaskUs required new hires to submit during training, before they experienced

the disappointing reality of working at TaskUs. Plaintiffs alleged violations of the Securities Act of 1933 and the Securities and Exchange Act of 1934.

BFA's Role

BFA is Lead Counsel representing Court-appointed Lead Plaintiff Humberto Lozada, Named Plaintiff Oklahoma Firefighters Pension and Retirement System, and the putative class.

Status

On January 5, 2024, the Court granted in part and denied in part defendants' motion to dismiss the amended complaint, sustaining claims under Sections 11 and 15 of the Securities Act based on Lead Plaintiff's allegations that: (i) statements that TaskUs experienced "low attrition" were false and misleading because TaskUs did not in fact have "low attrition"; and (ii) statements touting TaskUs's Glassdoor rating were misleading in suggesting the rating was the product of a uniquely strong workplace culture rather than the result of a policy requiring new hires to submit Glassdoor reviews. The Court also sustained claims under Sections 10 and 20 of the Exchange Act arising from the statements regarding low attrition.

After securing extensive document discovery, and completing 13 fact depositions and three expert depositions, on February 24, 2025, BFA filed a motion with the Court seeking preliminary approval of a \$17.5 million proposed settlement. On June 13, 2025, the Court granted preliminary approval of the settlement, and on December 4, 2025, the Court granted final approval of the settlement.

Ciarciello v. Bioventus Inc.

**\$15.25 Million
Settlement**

COURT	Middle District of North Carolina, No. 23-cv-00032
CLIENTS	Wayne County Employees' Retirement System
ATTORNEYS	Joseph A. Fonti, Javier Bleichmar, Evan A. Kubota, Nancy A. Kulesa, George Bauer, Benjamin Burry, Thayne Stoddard

Background

Plaintiffs allege that in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, from February 11, 2021 to March 30, 2023, defendants misrepresented and concealed: (1) deficiencies in Bioventus's internal controls over financial reporting and disclosure controls and procedures; (2) that Bioventus improperly accounted for rebates, in violation of

Generally Accepted Accounting Principles, leading to materially inflated financial statements; and (3) that Bioventus had successfully offset the impact of a Medicare pricing shift on its key products.

BFA’s Role

BFA is sole Lead Counsel representing Court-appointed Lead Plaintiff Wayne County Employees’ Retirement System and the putative class.

Status

BFA filed an amended complaint on June 12, 2023, which defendants moved to dismiss on July 17, 2023. In response, BFA filed a second amended complaint on July 31, 2023. On November 6, 2023, the Court denied defendants’ motion to dismiss the Exchange Act claims.

On December 18, 2024, the Court granted final approval of the \$15.25 million class action settlement. The settlement represents a recovery of over 10.8% of the maximum estimated damages, and as much as 27% of potential triable damages. The recovery is more than double the 4.5–4.8% average recovery in Section 10(b) cases between 2014-2023.

In granting final approval, Judge Eagles noted that BFA’s attorneys “are recognized nationally in the field of securities litigation” and that they “pursued the interests of the class zealously,” specifically highlighting their efforts to ensure timely payment of the full settlement amount “when one of the defendants’ insurers failed to pay settlement funds on time.” The Court also commended BFA for “concentrat[ing] its efforts among a small number of attorneys to ensure work was done efficiently and without unnecessary duplication.”

Cohwell v. Exicure Inc.

**\$5.625 Million
Settlement**

COURT	Northern District of Illinois, No. 21-cv-06637
CLIENTS	Individual Investors
ATTORNEYS	Joseph A. Fonti, Evan A. Kubota

Background

The amended complaint alleges that from January 7, 2021 to December 10, 2021, defendants misrepresented the results of Exicure’s XCUR-FXN preclinical program for the treatment of Friedreich’s ataxia (“FA”) in public presentations and SEC filings, concealing serious



improprieties committed by a senior researcher in the preclinical program. The initial complaint alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934.

BFA’s Role

BFA was appointed as Lead Counsel for the putative class on March 20, 2023.

Status

The Court appointed BFA client James Mathew as Lead Plaintiff on March 20, 2023. BFA filed a second amended complaint on May 26, 2023. On September 6, 2024, BFA moved for preliminary approval of a \$5.625 million class settlement, representing over 22% of maximum estimated damages. The Court granted final approval on January 13, 2025.

Owen v. Elastos Foundation

\$2 Million Settlement

COURT	Southern District of New York, No. 19-cv-05462
CLIENTS	Individual Investors
ATTORNEYS	Javier Bleichmar, George Bauer

Background

Lead Plaintiffs allege that the defendants offered and sold unregistered securities in the form of ELA Tokens, which the defendants marketed as the “intrinsic token on the Elastos blockchain” that could “be used for trading, investing in digital assets, paying for blockchain processing fees and so on.” Defendants offered or sold the ELA Tokens in an initial coin offering (“ICO”) in January 2018, in the secondary market, and in a “Lock-In” program, whereby Elastos offered investors additional ELA Tokens in exchange for the investors agreeing not to sell their tokens for a predetermined length of time. Lead Plaintiffs allege violations of Sections 5, 12(a)(1), and 15 of the Securities Act of 1933, and the case raises complex and novel issues concerning the application of the Securities laws to digital assets.

BFA’s Role

BFA was appointed Lead Counsel for the putative class on May 26, 2020.



Status

After nearly four years of hard-fought litigation, the Parties reached a proposed settlement on behalf of ELA token investors. On August 23, 2023, the Court granted preliminary approval of the proposed class action settlement. On December 26, 2023, the Court granted final approval of the \$2 million settlement.

Albert Chow v. Enochian Biosciences Inc. et al

Settlement Pending

COURT	Central District of California, No. 22-cv-01374
CLIENTS	Individual Investors
ATTORNEYS	Joseph A. Fonti, George Bauer

Background

Plaintiffs allege that from January 17, 2018 through June 27, 2022, Enochian and its senior management misrepresented the qualifications of Serhat Gumrukcu, the Company’s founder and “Inventor.” Defendants repeatedly represented Gumrukcu as a medical doctor and world-class disease researcher to the public and based the Company’s entire business model on his purported HIV cure. In truth, Gumrukcu was not a doctor, not a medical researcher, and had a long history of fraudulent business dealings and criminal activity. Gumrukcu is currently imprisoned and awaiting trial on murder charges stemming from allegations that he paid a hitman to kill a former business associate to prevent the associate from derailing Gumrukcu’s work with Enochian.

BFA’s Role

The Court appointed BFA as Lead Counsel for the putative class on October 22, 2023.

Status

On June 28, 2024, the Court denied Enochian’s Motion to Dismiss in its entirety from the bench after oral argument from both parties. At the hearing, Judge Holcomb commended counsel for “excellent briefing [and] argument” and said he “wish[ed] all lawyers were as skilled and prepared as you are.” Following a full-day mediation session, and continued further negotiations, the parties accepted a mediator’s recommendation to settle the case. On December 9, 2024, BFA filed an unopposed motion for preliminary approval of the



proposed class action settlement, which was granted on August 18, 2025. BFA filed a motion for final approval of the settlement on October 21, 2025.

Nixon v. CVS Health Corporation

Case Status: Pending

COURT	Southern District of New York, No. 24-cv-05303
CLIENTS	Southeastern Pennsylvania Transportation Authority and City of Miami Fire Fighters’ and Police Officers’ Retirement Trust
ATTORNEYS	Javier Bleichmar, Erin H. Woods, Evan Kubota, George Bauer

Background

This case arises from CVS’s misrepresentations regarding its ability to control medical costs and health care utilization patterns in its Health Care Benefits segment. During the relevant period, the company represented that its “integrated health care model...lowers overall health care costs” and that its “Health Care Benefits segment is expected to continue to benefit from Medicare and Commercial membership growth.” In truth, however, CVS concealed the impact that escalating medical cost trends and health care utilization patterns had on the company at the time.

BFA’s Role

BFA was appointed as Co-Lead Counsel for the putative class on December 5, 2024.

Status

BFA filed the amended complaint on March 4, 2025. Defendants moved to dismiss the amended complaint on May 9, 2025, and the motion is pending.

COURT Northern District of California, No. 24-cv-08725
CLIENTS Lucid Alternative Fund, LP
ATTORNEYS Joseph A. Fonti, George N. Bauer, Benjamin F. Burry, William Green

Background

This case concerns Five9’s misrepresentations regarding the purported strength of the company’s net new business bookings and visibility into its installed customer base. During the relevant period, Five9 stated its “net new business” experienced “very strong bookings momentum,” was “knocking down some of the largest enterprise brands,” and was “strong irrespective of the macro” environment. In truth, when these statements were made, Five9 was in the throes of a “challenging bookings quarter” due to constrained and scrutinized customer budgets and sales execution issues, forcing the company to cut its annual revenue guidance and take remedial action to address sales execution issues.

BFA’s Role

BFA was appointed Lead Counsel on March 18, 2025.

Status

BFA filed the amended complaint on May 30, 2025. Defendants moved to dismiss on July 29, 2025, and the plaintiff filed an opposition on September 26, 2025. A hearing on Defendants’ motion to dismiss was held on December 18, 2025. On February 23, 2026, the Court denied Defendants’ motion to dismiss, and the case will proceed to discovery.

COURT	Southern District of New York, No. 24-cv-08032
CLIENTS	Individual Investor
ATTORNEYS	Joseph Fonti, Javier Bleichmar, George Bauer, Benjamin Burry, Ross Shikowitz, Adam McCall, Nicholas Dennany

Background

This case arises from Defendants’ misrepresentations regarding The Toronto-Dominion Bank’s (“TD”) Bank Secrecy Act and anti-money laundering (“AML”) controls, processes, and procedures. Defendants assured investors the Company was “committed to taking all reasonable and appropriate steps to detect and deter persons engaged in money laundering from utilizing TD products or services.” TD also touted its “Risk Governance Structure” through which the Company’s Audit Committee purportedly “[o]versaw the execution and ongoing effectiveness” of TD’s AML controls to ensure that money laundering is “appropriately identified and mitigated.” And in 2023, when investors started to learn that TD’s regulators were investigating the adequacy of the Company’s AML procedures, Defendants minimized and downplayed the extent of the problems with TD’s AML controls.

In truth, from January 2014 to October 2023, “pervasive” and “systemic deficiencies” plagued TD’s AML controls. Despite these “known” and “glaring deficiencies,” Defendants “chose profits over compliance” and “failed to appropriately fund and staff [TD’s] AML program, opting to postpone and cancel necessary AML projects” to keep costs down because “senior executives” required TD’s annual budget not increase. As a result, from January 2018 to April 2024, TD failed to monitor most of its transactions which allowed criminals to launder hundreds of millions of dollars using the Company’s products and services.

BFA’s Role

BFA was appointed as Lead Counsel for the putative class on January 16, 2025.

Status

BFA filed an amended complaint on April 1, 2025. Defendants filed a motion to dismiss on May 30, 2025, and the parties are awaiting the Court’s decision.

In re MF Global Holdings Ltd. Securities Litigation

**\$234.3 Million
Settlement**

COURT	Southern District of New York, No. 11-cv-07866
CLIENTS	Alberta Investment Management Corp. (“AIMCo”)
ATTORNEYS	Javier Bleichmar, Dominic Auld

Background

This litigation arose from MF Global’s dramatic bankruptcy in October 2011. Plaintiffs alleged that defendants misrepresented the company’s risk controls, liquidity position, and exposure to European sovereign debt, and failed to properly account for its deferred tax assets.

BFA’s Role

BFA represented Court-appointed Co-Lead Plaintiff AIMCo. Partners Javier Bleichmar and Dominic Auld represented AIMCo in this case since its inception in November 2011, and served as Court-appointed Co-Lead Counsel for the putative class since January 2012. When BFA launched in August 2014, the Court approved AIMCo’s selection of BFA to serve as Co-Lead Counsel for the putative class, continuing the core litigation team’s representation.

Status

Lead Counsel achieved five partial settlements valued at a total of just over \$234 million on behalf of investors: (1) a \$74 million settlement with Goldman Sachs and certain other underwriters of the company’s securities; (2) a \$64.5 million settlement with former officers and directors, including MF Global’s former CEO Jon Corzine; (3) a \$65 million settlement with auditor PricewaterhouseCoopers; (4) a \$29.825 million settlement with Jefferies and other underwriters of the final bond offering issued during the Class Period; and (5) a separate \$932,828 settlement with another underwriter defendant associated with that last offering. These settlements represent a recovery of as much as 35% of the estimated recoverable damages available at trial – an excellent result, particularly in light of the issuer’s bankruptcy.

These settlements were achieved after years of hard-fought litigation. Following the Court’s decision sustaining the Complaint and denying defendants’ six motions to dismiss in their entirety, Co-Lead Counsel reviewed millions of documents produced by defendants and third-parties, and conducted more than 50 depositions of former employees of MF Global and other key witnesses, including four days of testimony from former CEO Jon Corzine. The

Court granted Plaintiffs’ motion for class certification on October 14, 2015, which assisted in achieving the settlements.

In re Genworth Financial Inc. Securities Litigation

\$219 Million Settlement

COURT	Eastern District of Virginia, No. 14-cv-00682
CLIENTS	Alberta Investment Management Corp. (“AIMCo”)
ATTORNEYS	Joseph A. Fonti

Background

Plaintiffs alleged that defendants misrepresented the profitability of the company’s core business and reported false financial results by grossly understating long-term care insurance reserves. When Genworth announced a \$531 million charge to its reserves, the company’s stock price fell more than 55%—wiping out billions in market capitalization—and credit rating agencies downgraded the company and its corresponding debt to “junk” status.

BFA’s Role

BFA represented Court-appointed Co-Lead Plaintiff AIMCo. In November 2014, the Court approved AIMCo’s selection of BFA to serve as Co Lead Counsel for the putative class.

Notably, BFA secured one of the most thoroughly reasoned, investor-oriented decisions after the then-recent decision in *Omnicare v. Laborers District Council Construction Industry Pension Fund*, 135 S. Ct. 1318 (2015). The District Court ruled that Lead Plaintiffs had sufficiently pled that defendants’ statements were intended to mislead investors and to provide false assurances regarding the company’s reserves. The District Court also largely sustained allegations that defendants falsely certified that the company’s internal controls were adequate.

Status

On March 10, 2016, Genworth announced a proposed settlement of \$219 million, the largest securities class action recovery achieved in the Eastern District of Virginia, and as much as 44% of estimated recoverable damages available at trial. BFA and AIMCo sought and achieved a significant contribution from the company beyond available insurance; despite significant



liquidity issues, the company paid \$69 million, and the remaining \$150 million was funded by insurance.

The settlement was reached after 15 months of intense and complex litigation. The Eastern District of Virginia is known as the “rocket docket” for its rapid disposition of cases and strict adherence to schedule deadlines. In December 2014, Lead Plaintiffs filed a consolidated complaint and, in February 2015, defendants filed a motion to dismiss. Partner Joseph A. Fonti successfully argued against the motion on April 28, 2015, and the securities fraud claims were sustained on May 1, 2015. Lead Plaintiffs filed their motion for class certification on December 3, 2015; fact discovery closed on January 15, 2016; and expert discovery closed on February 11, 2016. In effect, BFA conducted two to four years of litigation in just 15 months. This effort included more than 20 depositions, extensive trial preparation, and full briefing on motions for class certification and summary judgment. At the time of settlement, BFA attorneys were preparing for trial, which was scheduled to begin on May 9, 2016.

In re Weatherford International Securities Litigation

\$120 Million Settlement

COURT	Southern District of New York, No. 12-cv-02121
CLIENTS	Anchorage Police and Fire Retirement System
ATTORNEYS	Javier Bleichmar

Background

Plaintiffs alleged that Weatherford, one of the world’s largest oil and gas servicing companies, issued false financial statements that misled investors about its tax structure and internal controls. The company allegedly overstated its earnings by more than \$900 million and was forced to issue three restatements due to its failure to comply with Generally Accepted Accounting Principles.

BFA’s Role

BFA represented Court-appointed Co-Lead Plaintiff Anchorage Police and Fire Retirement System, and BFA partner Javier Bleichmar represented Anchorage continuously since the case was filed in March 2012.



Status

In June 2015, the company agreed to settle all claims for \$120 million of out-of-pocket cash, with no available insurance, or as much as 30% of recoverable damages available at trial. Achieving this settlement required more than three years of intense litigation, including defeating defendants' motion to dismiss in its entirety; obtaining class certification; completing fact discovery, after more than 20 depositions and the review of more than eight million pages of documents; filing four expert reports; and preparing for expert discovery and summary judgment.

In re Computer Sciences Corp. Securities Litigation

\$97.5 Million Settlement

COURT	Eastern District of Virginia, No. 11-cv-00610
CLIENTS	Ontario Teachers' Pension Plan Board
ATTORNEYS	Joseph A. Fonti

Background

Plaintiffs alleged that the company and two of its executive officers misrepresented (i) a multi-billion-dollar contract with the United Kingdom's National Health Service, and (ii) that the company's internal controls were adequate.

BFA's Role

BFA partners Javier Bleichmar, Joseph A. Fonti, and Dominic Auld represented Court-appointed Lead Plaintiff Ontario Teachers' at all stages of this case. Upon the founding of the firm, the Court approved Ontario Teachers' Pension Plan Board's selection of BFA as counsel, continuing the team's representation.

Status

On September 2013, the Court granted final approval to the \$97.5 million settlement. At that time, the settlement was the second largest all cash recovery achieved in the Eastern District of Virginia, and represented as much as 38% of recoverable damages at trial.

COURT Southern District of New York, No. 07-cv-00312
CLIENTS New Orleans Employees' Retirement System
ATTORNEYS Joseph A. Fonti

Background

Plaintiffs alleged false and misleading statements relating to a significant corporate restructuring plan, earnings, profitability, and financial outlook. When Celestica ultimately disclosed the truth, its stock price dropped 50%, reducing market capitalization by \$1.3 billion.

BFA's Role

BFA partners Joseph A. Fonti and Erin Woods represented Lead Plaintiffs in this litigation. Notably, Joseph was successful in arguing before the Court of Appeals for the Second Circuit, securing an investor-oriented interpretation of the pleading standard for scienter. Joseph also successfully argued in favor of plaintiffs' class certification and summary judgment motions before the District Court, securing the first lower court decision after *Halliburton Co. v. Erica P. John Fund, Inc.*, 134 S. Ct. 2398 (2014) in favor of investors on the issue of class-wide reliance.

Status

In April 2015, plaintiffs filed a motion for preliminary approval of a proposed \$30 million settlement resolving all claims against the company and officer defendants. The final approval hearing was held on July 28, 2015 and, later that day, the Court approved the \$30 million settlement.

BFA attorneys have also played key roles in some of the most significant investor protection litigation in recent history, helping shareholders recover significant losses caused by financial misconduct in various industries across the marketplace. Select cases include:

In re Broadcom Corp. Class Action Litigation, No. 06-cv-5036 (C.D. Cal.).

This class action against Broadcom was based on allegations that the company inflated its stock price by intentionally backdating its stock option grants for over five years. Ultimately,



the company was forced to issue a \$2.2 billion restatement of its financial statements for the period spanning from 1998 through 2005, which became the largest restatement ever due to options backdating.

The company acknowledged the “substantial evidence” of backdating, and lead plaintiffs secured a \$173.5 million settlement, which, at the time, was the second largest cash settlement ever involving a company accused of options backdating. This was also the only such case in which claims against the auditors were sustained.

In re HealthSouth Corp. Securities Litigation, No. 03-cv-1501-S (N.D. Ala.).

This case involved the largest securities fraud ever arising out of the healthcare industry, and ultimately resulted in a total settlement amount of \$804.5 million for the class. The class action involved claims against HealthSouth for falsifying its revenues and conducting a series of acquisition transactions in order to effectuate a massive fraud against the Medicare system.

False statements by the company and its officers led to the inflation of HealthSouth’s stock price, while at the same time company executives were amassing significant personal wealth by selling their own shares of HealthSouth stock.

Significantly, the litigation also resulted in the recovery of \$109 million from HealthSouth’s outside auditor Ernst & Young LLP, one of the largest recoveries to date against an auditing firm.

In re Schering-Plough Corp. / ENHANCE Securities Litigation, No. 08-cv-397 (D.N.J.).

Lead Plaintiffs brought litigation in the District of New Jersey against Schering Plough Corporation and Merck/Schering-Plough Pharmaceuticals, and certain company officers, in *In re Schering-Plough Corp. / ENHANCE Securities Litigation*, alleging that they failed to disclose material information about the prospects of cholesterol-lowering drugs.

After nearly six years of litigation, defendants agreed to pay \$473 million to settle the matter on the eve of trial. This marked the largest securities class action recovery in history obtained from a pharmaceutical company. Together with a related securities class action against Merck, the ENHANCE litigation settled for \$688 million.



Corporate Governance Highlights

The Police and Fire Retirement System of the City of Detroit v. Elon Musk, et al.

\$919 Million Settlement

COURT	Court of Chancery of the State of Delaware, No. 2020-0477
CLIENTS	Police and Fire Retirement System of the City of Detroit
ATTORNEYS	Joseph A. Fonti, Javier Bleichmar, Derrick Farrell, George Bauer, Nancy A. Kulesa, Matthew Miller, Thayne Stoddard

Background

Plaintiffs allege that from 2017 to 2020, certain current and former members of Tesla’s Board of Directors (the “Director Defendants”) awarded themselves unfair and excessive compensation. This compensation was significantly above the compensation awarded to directors at Tesla’s peer companies. Through these awards, plaintiff alleges that the Director Defendants breached their fiduciary duties and unjustly enriched themselves at Tesla’s expense.

BFA’s Role

BFA is Co-Counsel representing Plaintiff Police and Fire Retirement System of the City of Detroit.

Status

BFA filed a complaint on June 17, 2020. On September 17, 2020, the Director Defendants filed an answer to the complaint. Thereafter, the parties engaged in extensive discovery: Plaintiff served numerous written discovery requests on Defendants, served 23 third-party subpoenas, completed 22 fact witness depositions, and the parties exchanged opening and rebuttal expert reports. On July 14, 2023, the parties agreed to settle the action on terms that amount to one of the largest derivative settlements in the history of the Delaware Court of Chancery.

As reflected in the parties’ Stipulation, the settlement, which is valued at over \$919 million and resolves claims from 2017 to present, contemplates the following considerations:

- The Director Defendants will return to Tesla the value of over 3.1 million options, which, by using an agreed-upon valuation methodology, are valued at over \$735 million.



- Certain Director Defendants will permanently forgo compensation for 2021, 2022, and 2023.
- Tesla and its Board of Directors will implement certain governance reforms regarding director compensation effective for the next five years. These reforms include: (i) conducting an annual review and assessment of director compensation with the assistance of an independent compensation consultant; (ii) providing disclosures to Tesla stockholders regarding the results of the annual review and assessment of director compensation, including any peer group or other comparative data; (iii) submitting proposed director compensation to an approval vote of the majority of Tesla stockholders who are unaffiliated with the Director Defendants and the other members of the current Tesla Board; and (iv) reviewing Tesla’s internal controls specific to director compensation and implementing any changes necessary to ensure appropriate administration of director compensation.

The Court approved the settlement on January 8, 2025.

Ohio Public Employees Retirement System, State Teachers Retirement System of Ohio, and Oklahoma Firefighters Pension and Retirement System v. Calhoun et al. and The Boeing Company

Case Status: Pending

COURT	Eastern District of Virginia, No. 24-cv-01200; Court of Chancery of the State of Delaware, No. 2024-1210-MTZ
CLIENTS	Ohio Public Employees Retirement System, State Teachers Retirement System of Ohio
ATTORNEYS	Joseph A. Fonti, Javier Bleichmar, Derrick Farrell, Matthew Miller, Evan A. Kubota

Background

Plaintiffs allege that certain of Boeing’s current and former board members and senior management, including former CEO David Calhoun, made (or participated in making) public misstatements about Boeing’s safety measures and legal compliance.

BFA’s Role

BFA is Counsel for Plaintiffs Ohio Public Employees Retirement System and State Teachers Retirement System of Ohio.



Status

BFA represents Ohio Public Employees Retirement System and State Teachers Retirement System of Ohio in two derivative actions involving Boeing. The first action is pending in the Eastern District of Virginia. That action alleges that the Company’s board and senior management made public misstatements regarding systemic safety and quality issues that impacted Boeing aircraft, leading to the January 2024 incident when a Boeing 737 MAX’s door plug blew out at 16,000 feet, causing significant financial, regulatory, reputational, and legal harm to Boeing. On December 20, 2024, U.S. District Judge Leonie Brinkema denied defendants’ motion to dismiss as to claims under the Securities Exchange Act of 1934, finding that “plaintiffs have pled with particularity violations of Section 10(b) and 14(a).” On February 3, 2025, Judge Brinkema advanced the claims to discovery. The parties have completed fact and expert discovery, and the action is currently stayed pending resolution of an appeal in a related case.

The second action is pending in the Delaware Court of Chancery. That action alleges that the Company’s board and senior management breached their fiduciary duties by failing to implement and oversee safety and compliance functions that led to systemic quality issues with Boeing aircraft. On March 20, 2025, Vice Chancellor Morgan T. Zurn appointed Ohio Public Employees Retirement System, State Teachers Retirement System of Ohio, and Oklahoma Firefighters Pension and Retirement System as Lead Plaintiffs and BFA as Co-Lead Counsel.

In re Wells Fargo & Co. Consolidated Derivative Shareholder Litigation

Settlement Pending

COURT	Northern District of California, No. 22-cv-05173
CLIENTS	City of Plantation Police Officers’ Retirement Fund, City of Pontiac Reestablished General Employees’ Retirement System, and Amy J. Cook
ATTORNEYS	Derrick Farrell, Nancy Kulesa, Matthew Miller, Robert Lackey

Background

The Wells Fargo Derivative Action consolidates a series of cases brought on behalf of the shareholders of Wells Fargo & Company, alleging (among other things) that its Board of Directors breached their fiduciary duties with regard to Wells Fargo’s discriminatory hiring and lending practices.



BFA's Role

BFA is Co-Lead Counsel representing Co-Lead Plaintiffs the City of Plantation Police Officers' Retirement Fund, the City of Pontiac Reestablished General Employees' Retirement System, and Amy J. Cook.

Status

BFA and other Co-Lead Counsel filed a consolidated amended complaint on May 10, 2024. Defendants moved to dismiss on June 11, 2024. On September 19, 2024, the Court denied in part defendants' motion to dismiss, finding that the complaint adequately alleged that the Wells Fargo Board "Failed to Implement Reporting Systems and Controls as to the Mission Critical Issue of Fair Lending Compliance." Judge Thompson further wrote that "[t]he Board had no committee charged with direct responsibility to monitor fair lending compliance," it "did not monitor, discuss, or address fair lending compliance on a regular schedule," and "had no regular process or protocols that required management to keep the Board apprised for fair lending compliance practices, risks, or reports." What's more, the Court stated that "[d]uring a key period, management received reports that contained what could be considered red, or at least yellow, flags [with respect to fair lending compliance], and the Board minutes of the relevant period revealed no evidence that these were disclosed to the Board."

After extensive discovery and protracted settlement negotiations, on October 13, 2025, BFA and its co-counsel moved the Court to preliminarily approve a significant \$110 million settlement, which provides \$100 million in mortgage assistance to benefit low- and moderate income borrowers and borrowers in low- and moderate-income census tracts, and requires \$10 million to be paid by the insurer of the Board of Director Defendants to Wells Fargo. On January 13, 2026, the Court granted preliminary approval of the settlement.

Anchorage Police & Fire Retirement System v. Adolf

Case Status: Pending

COURT	Delaware Court of Chancery, No. 2024-0354
CLIENTS	Anchorage Police & Fire Retirement System
ATTORNEYS	Javier Bleichmar, Derrick Farrell, Robert Lackey, Matthew Miller

Background

On April 3, 2024, Bleichmar Fonti & Auld LLP and Grant & Eisenhofer P.A. filed suit in the Delaware Court of Chancery on behalf of the Anchorage Police & Fire Retirement System (together with the Teamsters Union No. 142 Pension Fund, represented by Labaton Keller Sucharow LLP and Andrews & Springer LLC), regarding breaches of fiduciary duty arising out of the August 31, 2023 buyout (the “Merger”) of Focus Financial, Inc. (“Focus”) by affiliates of Clayton, Dubilier & Rice, LLC (“CD&R”) and affiliates of Stone Point Capital LLC (“Stone Point”).

The Merger ascribed Focus with an enterprise value in excess of \$7 billion. The terms of the merger were negotiated by conflicted fiduciaries. The complaint identifies Rudy Adolf (Focus’ CEO), Rajini Kodialam (Focus’ COO), James D. Carey, Fayez S. Muhtadie, and Stone Point as steering the sale process toward CD&R for their own benefit. The complaint further alleges that other directors and officers of Focus breached their fiduciary duties regarding the sale as well. Count V of the Complaint alleges that Goldman Sachs aided and abetted the breaches of fiduciary duty.

BFA’s Role

BFA represents the Anchorage Police & Fire Retirement System in the action. In the oral arguments opposing defendants’ motion to dismiss, BFA Partner Derrick Farrell delivered the argument on behalf of the Plaintiffs’ coalition.

Status

The complaint was made public on April 8, 2024. On December 5, 2024, BFA filed an opposition to defendants’ motion to dismiss. On April 2, 2025, the Court denied, in part, defendants’ motion to dismiss, converting the motion for counts against certain officers and directors of Focus into a motion for summary judgment. Plaintiffs served written discovery on the defendants, and discovery is currently underway for the as-converted motion for summary judgment.



Team Profiles

Javier Bleichmar, Partner – New York

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BIOGRAPHY Javier Bleichmar co-founded BFA and leads the firm’s U.S. Case Evaluation and U.S. Securities Litigation teams. Click [here](#) to view his full biography on the firm’s website.

Joseph Fonti, Partner – New York / White Plains

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BIOGRAPHY Joseph A. Fonti co-founded BFA and leads the firm’s U.S. Securities Litigation practice. Click [here](#) to view his full biography on the firm’s website.

Dominic Auld, Partner – Toronto

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BIOGRAPHY Dominic J. Auld co-founded BFA in 2014 and has nearly two decades of experience in representing and advising institutional clients in large-scale securities and investment-related lawsuits. Click [here](#) to view his full biography on the firm’s website.



Nancy A. Kulesa, Partner – White Plains

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BIOGRAPHY Nancy Kulesa is a Partner at BFA, and has secured significant recoveries for institutional investors in securities class actions and shareholder actions while achieving historic corporate governance reforms. Click [here](#) to view her full biography on the firm’s website.

Erin H. Woods, Partner – New York

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BIOGRAPHY Erin Woods is Director of Institutional Investor Relations at BFA and the head of the firm’s Claims Filing Team. Click [here](#) to view her full biography on the firm’s website.

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For more information about the firm, please visit www.bfalaw.com.

EXHIBIT 6

Chart of Comparable Settlements

Appendix A – Comparable Settlements

Case	Claims Being Released	Total Fund	Notices Sent and Claims Filed	Method of Notice	Average Recovery per Claimant	Cy Pres	Claims Admin Costs	Attorneys' Fees and Costs	Max Damages
<i>Alameda Cnty. Emp. Ret. Assoc. v. Portola Pharm., Inc.</i> , 3:20 Civ. 367 (N.D. Cal.)	Sections 10(b) and 20(a) of the Exchange Act Sections 11, 12(a)(2) and 15 of the Securities Act	\$17.5 million	38,695 notices 13,045 claims (34%)	Postcard; Website; Press Releases	\$2,113	\$9,617 (FINRA Investor Education Foundation)	\$1.26 million	Fees: 25% Expenses: \$750,613	\$301.1 million Exchange Act \$46.3 million Securities Act
<i>Nacif v. Athira Pharm., Inc.</i> , 21 Civ. 861 (W.D. Wash.)	Sections 10(b) and 20(a) of the Exchange Act Sections 11, 12(a)(2) and 15 of the Securities Act	\$10.0 million	25,632 notices 8,921 claims (32%)	Postcard; Email; Website; Press Releases	\$3,448 (as of Final Approval Order)	Undisclosed amount (Public Justice Foundation)	Up to \$170,000	Fees: 20% Expenses: \$150,699	\$60.76 million Exchange Act \$83.1 million Securities Act
<i>Bernstein v. Ginkgo Bioworks Holdings, Inc.</i> , 4:21 Civ. 8943 (N.D. Cal.)	Sections 10(b), 14(a), and 20(a) of the Exchange Act Sections 11 and 15 of the Securities Act	\$17.75 million	72,532 notices 38,329 claims (53%)	Postcard; Email; Website; Press Releases	Not disclosed	Not disclosed	Up to \$250,000	Fees: 25% Expenses: \$203,929	\$39.8 million Exchange Act \$47.2 million Securities Act

Case	Claims Being Released	Total Fund	Notices Sent and Claims Filed	Method of Notice	Average Recovery per Claimant	Cy Pres	Claims Admin Costs	Attorneys' Fees and Costs	Max Damages
<i>In re Fibrogen Sec. Litig.</i> , 3:21 Civ. 2623 (N.D. Cal.)	Sections 10(b) and 20(a) of the Exchange Act*	\$28.5 million	38,174 notices 27,443 claims (72%)	Postcard; Email; Website; Press Releases	\$764	"<\$30,000" (Public Justice Foundation)	\$461,521	Fees: 25% Expenses: \$641,900	\$457-\$851 million
<i>Plumbers & Pipefitters Local Union #295 Pension Fund v. CareDx, Inc.</i> , 22 Civ. 3023 (N.D. Cal.)	Sections 10(b) and 20(a) of the Exchange Act*	\$20.25 million	31,210 notices 13,054 claims (42%)	Postcard; Email; Website; Press Releases	\$1,112	Undisclosed amount (Council of Institutional Investors)	\$285,000	Fees: 25% Expenses: \$368,880	\$400 million

* These Exchange Act-only cases are reasonable comparators to the Settlement here. Lead Plaintiff's expert, Mr. Coffman, estimates \$17.9 million in risk-adjusted Securities Act damages after applying an offset to account for the risk of Defendant's negative causation defense. Securities Act damages therefore account for 8.1% of total risk-adjusted damages, while the Exchange Act accounts for 91.9%. Accordingly, these Exchange-Act only cases present claims similar to those advanced here, and on that basis, these cases are included in this chart pursuant to the Northern District's Procedural Guidance for Class Action Settlements.