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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF ARIZONA**

Ronald L. Jackson, as Trustee Under	)	CASE NO. 2:18-cv-02914-ROS
Agreement Dated 01/05/2012 by Ronald L.	)	
Jackson, Individually, and on Behalf of All	)	<u>CLASS ACTION</u>
Others Similarly Situated,	)	
	)	<b>STIPULATION AND</b>
Plaintiff,	)	<b>AGREEMENT OF</b>
v.	)	<b>SETTLEMENT</b>
Microchip Technology Inc.; Steve Sanghi;	)	
Ganesh Moorthy; and J. Eric Bjornholt,	)	
	)	
Defendants.	)	
	)	
	)	

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1 This Stipulation and Agreement of Settlement (together with all exhibits and  
2 appendices thereto, the “Stipulation”), dated as of March 7, 2022, which is entered into by  
3 and among (i) Lead Plaintiff and Class Representative Ronald L. Jackson, on his own behalf  
4 and on behalf of the Class (as defined below), by and through Class Counsel (as defined  
5 below), and (ii) defendants Microchip Technology Incorporated (“Microchip” or the  
6 “Company”), Steve Sanghi, J. Eric Bjornholt, and Ganesh Moorthy (collectively,  
7 “Defendants”), by and through Defendants’ Counsel, states all of the terms of the settlement  
8 and resolution of the above-captioned Action (as defined below). This Stipulation is  
9 intended to fully, finally, and forever resolve, discharge, and settle the Released Claims and  
10 Released Defendants’ Claims (both defined below) upon and subject to the terms and  
11 conditions hereof and subject to the Court’s approval.

12 Throughout this Stipulation, all terms used with initial capitalization, but not  
13 immediately defined, shall have the meanings ascribed to them in Section 1 below.

14 **WHEREAS:**

15 **A. Procedural Background of the Action**

16 1. On September 14, 2018, the initial complaint in the Action was filed alleging  
17 violations of Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §§ 78j and 78t) and  
18 SEC Rule 10b-5. ECF No. 1.

19 2. On October 1, 2018, the Action was assigned to Judge John J. Tuchi.

20 3. On November 16, 2018, Plaintiff filed a motion for appointment as lead  
21 plaintiff pursuant to the PSLRA, (ECF Nos. 14-16), and on December 11, 2018, Judge  
22 Tuchi issued an order appointing Plaintiff as the Lead Plaintiff. ECF No. 24.

23 4. On February 22, 2019, Lead Plaintiff filed the amended Complaint. ECF No.  
24 32. On April 1, 2019, Defendants filed a motion to dismiss the Complaint (ECF Nos. 36-  
25 38), which Lead Plaintiff opposed (ECF No. 39). On March 11, 2020, Judge Tuchi issued  
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1 an Order granting in part and denying in part Defendants' motion to dismiss. ECF No. 44.  
2 On April 24, 2020, Defendants filed their Answer to the Complaint. ECF No. 49.

3 5. The Parties thereafter engaged in extensive fact discovery, which included  
4 interrogatories, requests for admission, document production (including the production of  
5 more than two million pages of documents, discovery documents, and transcripts and  
6 exhibits from more than 40 depositions in the *Peterson* Litigation), third-party discovery,  
7 and depositions (including Lead Plaintiff, the Individual Defendants, other Microchip  
8 employees, and Plaintiff's proposed expert witnesses).

9 6. On September 11, 2020, Lead Plaintiff filed a Motion for Class Certification.  
10 ECF Nos. 67-68. On October 16, 2020, Defendants filed a response to Lead Plaintiff's  
11 motion for class certification, in which Defendants took no position on the motion, but  
12 reserved their right to later move to decertify the class. ECF No. 71.

13 7. On February 22, 2021, Judge Tuchi issued an order granting Lead Plaintiff's  
14 Motion for Class Certification, which certified the Class, appointed Lead Plaintiff as Class  
15 Representative, appointed Wolf Popper LLP as Lead Class Counsel, and appointed Bonnett  
16 Fairbourn Friedman & Balint P.C. as Liaison Counsel. ECF No. 76.

17 8. On April 22, 2021, the Action was re-assigned to Judge Roslyn O. Silver.

18 9. On August 9, 2021, the Parties filed a Stipulation Regarding Class Notice  
19 Procedures, which set forth a plan to provide notice of class certification to the Class  
20 through a Postcard Class Notice to be mailed to potential class members, a Summary Class  
21 Notice to be published on a national wire service, and a Class Notice Website where copies  
22 of a Longform Class Notice could be downloaded. ECF No. 80. The proposed Postcard  
23 Class Notice and Summary Class Notice, among other things, provided information about  
24 the Action, the right of Class Members to exclude themselves from the Class and the  
25 deadline to request exclusion from the Class, and also directed Class Members to the Class  
26 Notice Website and the Longform Class Notice for more information on the Action and the  
27 procedures and requirements to request exclusion from the Class. ECF Nos. 80-1, 80-2,  
28

1 80-3. The Stipulation also appointed A.B. Data Ltd. as the Notice Administrator who would  
2 oversee the Class Notice Program and would receive requests for exclusion from the Class.

3 10. On August 10, 2021, Judge Silver issued an Order granting the Stipulation  
4 Regarding Class Notice Procedures. ECF No. 81.

5 11. On August 25, 2021, the Notice Administrator caused the Summary Class  
6 Notice to be published on *PR Newswire*. ECF No. 85, ¶ 9.

7 12. On September 3, 2021, the Notice Administrator commenced the mailing of  
8 Postcard Class Notices to potential Class Members and their Nominees (ECF No. 85, ¶¶ 3-  
9 6), and as of November 17, 2021, the Notice Administrator mailed or provided copies of a  
10 total of 186,125 Postcard Class Notices to potential Class Members and Nominees. ECF  
11 No. 85, ¶ 8; ECF No. 91 ¶ 3.

12 13. On or about September 3, 2021, the Notice Administrator established the  
13 Class Notice Website, which contained, among other things, downloadable copies of the  
14 Longform Class Notice, information on the Action, and instructions regarding, and the  
15 deadline for, requesting exclusion from the Class. ECF No. 85, ¶ 11.

16 14. The Postcard Class Notice informed potential Class members that requests  
17 for exclusion from the Class were to be postmarked no later than November 2, 2021. The  
18 Postcard Class Notice also indicated that in order to be effective, the request for exclusion  
19 must conform with the instructions and requirements set forth in the Longform Class Notice  
20 and must be signed under penalty of perjury. ECF No. 91, ¶ 6.

21 15. The Notice Administrator received a total of 31 requests for exclusion, 30 of  
22 which were postmarked on or before November 2, 2021, and one of which was  
23 subsequently withdrawn. The 31st request for exclusion was postmarked after November  
24 2, 2021 and was submitted by the executor and trustee of a Class Member who passed away  
25 in March 2021. The executor stated that she did not receive notice of the class action until  
26 after the deadline to submit a request for exclusion. Of the 31 requests for exclusion  
27 received, five Class Members submitted the required documentation for the number of  
28 Microchip common stock shares transacted during the Class Period, totaling 171 shares.

1 All but one of the requests for exclusion were from individuals or joint trustees. The  
2 remaining request was filed by a liquidator of a bank, which did not provide trading details  
3 of Microchip common stock during the Class Period. ECF No. 91, ¶¶ 6-10.

4 16. On December 10, 2021, Lead Plaintiff served two expert reports, and  
5 Defendants subsequently deposed Lead Plaintiff's experts.

6 17. On January 14, 2022, Defendants served four expert reports. The Parties  
7 reached a settlement of the Action before Lead Plaintiff deposed Defendants' experts.

8 18. The Court's Scheduling Order (ECF No. 79) set a deadline of February 28,  
9 2022 for the Parties to conduct good faith settlement discussions. .

10 19. The Parties conducted a full day virtual mediation on January 25, 2022 with  
11 Robert Meyer, Esq. of JAMS, who has a national reputation for his experience in mediating  
12 securities and other complex class actions. In advance of the mediation, the Parties  
13 submitted to Mr. Meyer and exchanged detailed mediation statements. At the end of the  
14 full day mediation, Mr. Meyer made a mediator's proposal for the Action to settle for nine  
15 million dollars (\$9,000,000). Lead Plaintiff and Defendants accepted the mediator's  
16 proposal.

17 **B. The Settlement**

18 20. As set forth herein, the Parties desire to settle and resolve any and all actual  
19 or potential claims by, between, or among Lead Plaintiff and the Class, on the one hand,  
20 and Defendants, on the other hand, arising out of or relating to the subject matter of the  
21 Action, including the allegations of the Complaint. The Parties wish to settle and  
22 compromise any dispute regarding the Action or its subject matter, including, but not  
23 limited to, whether the Action was pursued by the Lead Plaintiff and defended by the  
24 Defendants in good faith and with adequate basis in fact under Rule 11.

25 21. This Stipulation reflects the final and binding agreement between the Parties  
26 to fully and finally settle the Action and to fully release the Released Defendants' Parties  
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1 with respect to the Released Claims, including all claims asserted against the Defendants in  
2 this Action, and to dismiss such claims with prejudice.

3 22. Neither this Stipulation, nor the fact of its execution, nor any of its provisions,  
4 shall be offered or received in evidence in any action or proceeding of any nature or  
5 otherwise referred to or used in any manner in any court or other tribunal to establish any  
6 allegation of liability or wrongdoing by each or any of the Released Defendants' Parties,  
7 other than such proceedings as may be necessary to effectuate or enforce the provisions of  
8 this Stipulation or as set forth in ¶ 12.2.

9 **C. Defendants' Denial Of Wrongdoing And Liability**

10 23. Defendants enter into this Stipulation solely to eliminate the uncertainties,  
11 burden, and expense of further litigation. Nothing in this Stipulation shall be construed as  
12 an admission by any Defendant or any of the Released Defendants' Parties of any  
13 wrongdoing, fault, liability, or damages whatsoever. Defendants expressly have denied and  
14 continue to deny all charges of wrongdoing or liability against them arising out of any of  
15 the conduct, statements, acts or omissions alleged, or that could have been alleged, in this  
16 Action. Defendants also have denied and continue to deny, *inter alia*, the allegations that  
17 Class Representative or Class Members have suffered damage or were otherwise harmed  
18 by the conduct alleged in this Action. Defendants have asserted and continue to assert that,  
19 at all times, they acted in good faith and in a manner reasonably believed to be in accordance  
20 with all applicable rules, regulations and laws.

21 24. The Stipulation, whether or not consummated, any proceedings relating to  
22 any settlement, or any of the terms of any settlement, whether or not consummated, shall in  
23 no event be construed as, or deemed to be evidence of, an admission or concession on the  
24 part of the Defendants, the Released Defendants' Parties, or any of them, with respect to  
25 any fact or matter alleged in the Action, or any claim of fault or liability or wrongdoing or  
26 damage whatsoever, or any infirmity in any defense that has been or could have been  
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1 asserted. Each Defendant reserves all defenses to any claims that may be filed by any  
2 individual or entity that previously sought exclusion from the Class.

3 **D. Lead Plaintiff's Statement Regarding Settlement**

4 25. Lead Counsel, on behalf of Lead Plaintiff and the Class, has conducted an  
5 investigation and discovery relating to the claims alleged in the Action and has analyzed  
6 the facts and the law applicable to the claims of Lead Plaintiff and the Class against  
7 Defendants and the potential defenses thereto, which in Lead Plaintiff's and Lead Counsel's  
8 judgment has provided an adequate and satisfactory basis for the evaluation of an agreement  
9 to settle, as described herein.

10 26. Based upon its investigation and discovery, with the advice of Plaintiff's  
11 Counsel, Lead Plaintiff has concluded that the terms and conditions of this Stipulation are  
12 fair, reasonable and adequate as to the Class, and in the best interests of the Class, and has  
13 agreed to settle the claims raised in the Action pursuant to the terms and provisions of this  
14 Stipulation, after considering: (i) the substantial benefits that the members of the Class will  
15 receive from settlement of the Action; (ii) the attendant risks of going forward with the  
16 Action; and (iii) the desirability of permitting the Settlement to be consummated as  
17 provided by the terms of this Stipulation.

18 27. The Stipulation, whether or not consummated, any proceedings relating to  
19 any settlement, or any of the terms of any settlement, whether or not consummated, shall in  
20 no event be construed as, or deemed to be evidence of, an admission or concession on the  
21 part of Lead Plaintiff or the Class concerning any infirmity in the claims asserted in the  
22 Action.

23 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and  
24 among Class Representative, for himself and on behalf of the Class, and Defendants, by  
25 and through their respective undersigned counsel that, subject to the approval of the Court  
26 pursuant to Rule 23(e), in consideration of the benefits flowing to the Parties hereto, all  
27 Released Claims and all Released Defendants' Claims, as against all Released Parties, shall  
28 be fully, finally, and forever compromised, settled, released, discharged, and dismissed with

1 prejudice, and without costs (except as provided in the Stipulation), and the Action shall be  
2 dismissed with prejudice, upon and subject to the following terms and conditions of this  
3 Stipulation, as follows:

4 **1. DEFINITIONS**

5 In addition to the terms defined above, the following capitalized terms, used in this  
6 Stipulation, shall have the meanings specified below:

7 **1.1.** “Action” or “Litigation” means the class action captioned *Jackson v.*  
8 *Microchip Technology, Inc., et al.*, Case No. 2:18-cv-02914-ROS, pending in the United  
9 States District Court for the District of Arizona.

10 **1.2.** “Alternative Judgment” means a form of final judgment that may be entered  
11 by the Court herein but in a form other than the form of Final Judgment provided for in this  
12 Stipulation and where none of the Settling Parties hereto elects to terminate this Settlement  
13 by reason of such variance.

14 **1.3.** “Answer” means Defendants’ Answer to the Complaint, filed in the action on  
15 April 24, 2020 (ECF No. 49).

16 **1.4.** “Attorneys’ Fees and Expenses” means the portion of the Settlement Fund  
17 approved by the Court for payment to Plaintiff’s Counsel, including attorneys’ fees, costs,  
18 litigation expenses, fees and expenses of experts, and fees and expenses of the Class Notice  
19 Program. Attorneys’ Fees and Expenses does not include Notice and Administration Costs.

20 **1.5.** “Authorized Claimant” means any Class Member who is a Claimant and  
21 whose Proof of Claim and Release has been allowed pursuant to the terms of this  
22 Stipulation, the exhibits hereto, and any order of the Court.

23 **1.6.** “CAFA” has the meaning set forth in ¶ 10.1.

24 **1.7.** “Claimant” means any Class Member who submits a Proof of Claim and  
25 Release form in such form and manner, and within such time, as the Court shall prescribe,  
26 and does not withdraw it.

27 **1.8.** “Claims Administrator” or “Notice Administrator” means A.B. Data Ltd.,  
28 which shall administer the Settlement.



1           **1.9.** “Class” means the class that was certified by the Court on February 22, 2021  
2 (ECF No. 76) pursuant to Rule 23 of all persons who purchased or otherwise acquired  
3 Microchip common stock on a U.S. open market during the Class Period. Excluded from  
4 the Class are Defendants, the officers and directors of the Company during the Class Period  
5 (the “Excluded D&Os”), members of Defendants’ and Excluded D&Os’ immediate  
6 families, legal representatives, heirs, successors or assigns and any entity in which  
7 Defendants or the Excluded D&Os have or had a controlling interest.” The Class also  
8 excludes any Excluded Class Member.

9           **1.10.** “Class Distribution Order” means the order entered by the Court, upon  
10 application of Class Counsel, following the occurrence of the events identified in ¶ 8.5  
11 below, which authorizes the Claims Administrator to distribute the Net Settlement Fund to  
12 the Class.

13           **1.11.** “Class Member” or “Member of the Class” means any person or entity who  
14 meets the definition of the Class.

15           **1.12.** “Class Notice Program” or “Class Notices” means the full program to provide  
16 notice of pendency of class action to the Class as approved by the Court, including the  
17 Postcard Class Notice, the Summary Class Notice, the Longform Class Notice, and the  
18 Class Notice Website.

19           **1.13.** “Class Period” means March 2, 2018 through August 9, 2018, both dates  
20 inclusive.

21           **1.14.** “Class Representative,” “Lead Plaintiff,” or “Plaintiff,” means Ronald L.  
22 Jackson and Ronald L. Jackson, as Trustee Under Agreement Dated 01/05/2012 by Ronald  
23 L. Jackson.

24           **1.15.** “Class Representative Service Award” means an award to Lead Plaintiff by  
25 the Court for his service on behalf of the Class or pursuant to 15 U.S.C. § 78u-4(a)(4) of  
26 his reasonable costs and expenses (including lost wages) directly relating to the  
27 representation of the Class.  
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1           **1.16.** “Complaint” means the Amended Complaint for Violation of the Federal  
2 Securities Laws, filed in the Action on February 22, 2019 (ECF No. 32).

3           **1.17.** “Court” means the United States District Court for the District of Arizona.

4           **1.18.** “Defendants” has the meaning set forth in the Recitals.

5           **1.19.** “Defendants’ Counsel” means Wilson Sonsini Goodrich & Rosati  
6 Professional Corporation and Osborn Maledon P.A.

7           **1.20.** “Effective Date” means the first date by which all of the events and conditions  
8 specified in ¶ 11.3 of this Stipulation have been met and have occurred or have been waived.

9           **1.21.** “Escrow Account” means an interest-bearing escrow account with a U.S.  
10 bank established and maintained by the Escrow Agent or its appointed agent. The Escrow  
11 Account shall be managed by the Escrow Agent, subject to the Court’s supervisory  
12 authority, for the benefit of Class Representative and the Class in accordance with the terms  
13 of the Stipulation. The Escrow Account shall require a signature from a partner of the law  
14 firm of Wolf Popper LLP to release any portion of the Settlement Fund.

15           **1.22.** The “Escrow Agent” is Huntington Bank. The Escrow Agent shall perform  
16 the duties set forth in this Stipulation.

17           **1.23.** “Exchange Act” means the Securities Exchange Act of 1934, 15 U.S.C. § 78a  
18 *et seq.*

19           **1.24.** “Excluded Class Member(s)” means any Class Member who timely and  
20 validly submitted a request for exclusion from the Class in connection with the Class Notice  
21 Program and who did not withdraw their request for exclusion and is excluded from the  
22 Class by the Court in the Preliminary Approval Order, Final Judgment, or Alternative  
23 Judgment. Excluded Class Members include the legal representatives, heirs, successors,  
24 assigns, or affiliates of any Excluded Class Member (“Excluded Class Members Related  
25 Parties”) to the extent the Excluded Class Members Related Parties’ claims arise from their  
26 relationship to the Excluded Class Members or the Excluded Class Members’ purchase or  
27 acquisition of Microchip common stock on a U.S. open market during the Class Period,  
28 rather than arising independent of their relationship to the Excluded Class Members or

1 based on the Excluded Class Members Related Parties' separate purchase or acquisition of  
2 Microchip common stock on a U.S. open market during the Class Period. A list of Excluded  
3 Class Members is attached hereto as Annex 1 to Exhibit A and as Exhibit B-1 and will be  
4 attached as an Exhibit to the Final Judgment or Alternative Judgment.

5 **1.25.** "Excluded Class Members Related Parties" has the meaning set forth in ¶  
6 1.24.

7 **1.26.** "Excluded D&Os" has the meaning set forth in ¶ 1.9.

8 **1.27.** "Exhibits" means the exhibits attached hereto, as defined in ¶ 13.1.

9 **1.28.** "Failure to Fund Termination Notice" has the meaning set forth in ¶ 11.2.

10 **1.29.** "Fee and Expense Application" shall have the meaning set forth in ¶ 9.1.

11 **1.30.** "Fee and Expense Award" shall have the meaning set forth in ¶ 9.2.

12 **1.31.** "Final," with respect to the Final Judgment, or, if applicable, the Alternative  
13 Judgment, or any other court order, means when the last of the following shall occur: (i) the  
14 expiration of three (3) business days after the time to file a motion to alter or amend the  
15 Final or Alternative Judgment under Rule 59(e) has passed without any such motion having  
16 been filed; (ii) the expiration of three (3) business days after the time in which to appeal the  
17 Final or Alternative Judgment has passed without any appeal having been taken (which date  
18 shall be deemed to be thirty-three (33) calendar days following the entry of the Final or  
19 Alternative Judgment, unless the date to take such an appeal shall have been extended by  
20 Court order or otherwise, or unless the 33rd day falls on a weekend or a Court holiday, in  
21 which case the date for purposes of this Stipulation shall be deemed to be the next business  
22 day after such 33rd day); and (iii) if such motion to alter or amend is filed or if an appeal is  
23 taken, three (3) business days after the determination of that motion or appeal by the last  
24 reviewing court, the expiration of the time to file a petition for a writ of certiorari or other  
25 form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari  
26 or other form or review is granted, the date of final affirmance following review pursuant  
27 to that grant, in such a manner as to permit the consummation of the Settlement substantially  
28 in accordance with the terms and conditions of this Stipulation. For purposes of this

1 paragraph, any proceedings, disputes, or appeals relating solely to the amount, payment, or  
2 allocation of Attorneys' Fees and Expenses, the Class Representative Service Award, the  
3 Plan of Allocation, Notice and Administration Costs, or the administration, processing, and  
4 determination of claims shall have no effect on finality for purposes of determining the date  
5 on which the Final Judgment, or Alternative Judgment, becomes Final and shall not in any  
6 way delay or preclude a judgment from becoming Final.

7 **1.32.** "Final Judgment" means the order and judgment to be entered by the Court  
8 approving the Settlement, materially or substantially in the form attached hereto as Exhibit  
9 B.

10 **1.33.** "Individual Defendants" mean Steve Sanghi, Ganesh Moorthy, and J. Eric  
11 Bjornholt.

12 **1.34.** "Lead Counsel," "Class Counsel," or "Lead Class Counsel" means Wolf  
13 Popper LLP.

14 **1.35.** "Liaison Counsel" means Bonnett Fairbourn Friedman & Balint P.C.

15 **1.36.** "Longform Class Notice" means the Notice of Pendency of Class Action  
16 Settlement that was previously authorized by the Court (ECF No. 81), was posted to the  
17 Class Notice Website on or about September 3, 2021, and was available for download by  
18 Class Members.

19 **1.37.** "Longform Settlement Notice" means the Notice of Proposed Class Action  
20 Settlement and Motion for Attorneys' Fees and Expenses, which is to be provided to Class  
21 Members and shall be substantially in the form attached hereto as Exhibit A-3.

22 **1.38.** "Merger" means the acquisition of Microsemi by Microchip, which was  
23 announced on March 1, 2018 and closed on May 29, 2018.

24 **1.39.** "Microchip" or the "Company" has the meaning set forth in the Recitals.

25 **1.40.** "Microsemi" means Microsemi Corporation.

26 **1.41.** "Net Settlement Fund" means the Settlement Fund (defined below) less: (i)  
27 Court-awarded Attorneys' Fees and Expenses; (ii) Notice and Administration Costs; (iii)  
28

1 Taxes and Tax Expenses (defined below); (iv) Court-awarded Class Representative Service  
2 Award; and (v) any other fees or expenses approved by the Court.

3 **1.42.** “Nominees” means brokerage firms, banks, institutions, and other third-  
4 parties who purchase securities for the beneficial interest of a person or entity other than  
5 themselves and/or hold securities in “street name” for beneficial purchasers.

6 **1.43.** “Notice and Administration Account” means the account to be established by  
7 an advance of \$350,000 from the Settlement Fund, which will be paid from the Settlement  
8 Fund and which may be drawn upon by Class Counsel for Notice and Administration  
9 Expenses without further order of the Court. Any part of the \$350,000 paid into the Notice  
10 and Administration Account not used for the payment of such expenses shall be returned to  
11 the Net Settlement Fund for distribution. If the Notice and Administration Expenses are  
12 greater than \$350,000, any additional amount needed to pay them may, with Court approval,  
13 be paid from the Settlement Fund to the Notice and Administration Account in order to  
14 cover the deficiency.

15 **1.44.** “Notice and Administration Costs” means all costs and expenses associated  
16 with the Settlement Notice Program and otherwise administering or carrying out the terms  
17 of the Settlement. Such costs may include, without limitation: Escrow Agent costs; the  
18 costs of creating and administering a plan of allocation; the costs of publishing the  
19 Summary Settlement Notice, the costs of printing and mailing the Postcard Settlement  
20 Notice, the Longform Settlement Notice, or the Proof of Claim and Release forms; the costs  
21 of the Settlement Website; and the costs of reviewing and processing Proof of Claim and  
22 Release forms, as directed by the Court. Such costs do not include legal fees and shall not  
23 be deemed to be Attorneys’ Fees and Expenses.

24 **1.45.** “Objection” shall have the meaning set forth in ¶ 7.1.

25 **1.46.** “Protective Order” shall have the meaning set forth in ¶ 13.6.

26 **1.47.** “Parties” means, collectively, Defendants and Class Representative on behalf  
27 of himself and the Class.  
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1           **1.48.** “Person(s)” means an individual, corporation, fund, limited liability  
2 corporation, professional corporation, limited liability partnership, partnership, limited  
3 partnership association, bank, joint stock company, estate, legal representative, trust,  
4 trustee, unincorporated association, and any business or legal entity and their spouses, heirs,  
5 predecessors, successors, representatives, or assigns.

6           **1.49.** “*Peterson* Litigation” means the litigation titled *Peterson v. Sanghi*, No. 8:18-  
7 cv-02000-JLS (ADSx) (C.D. Cal.).

8           **1.50.** “Plaintiff’s Counsel” means Lead Counsel, Liaison Counsel, and any other  
9 counsel working under the direction of Lead Counsel, including DiCello Levitt Gutzler  
10 LLC.

11           **1.51.** “Plan of Allocation” means a plan or formula for allocating the Net  
12 Settlement Fund to Authorized Claimants, as set forth in Exhibit A-3 (Longform Settlement  
13 Notice).

14           **1.52.** “Postcard Class Notice” means the Postcard Notice of Pendency of Class  
15 Action that was previously authorized by the Court (ECF No. 81), and was mailed to Class  
16 Members beginning on September 3, 2021.

17           **1.53.** “Postcard Settlement Notice” means the Postcard Notice of Proposed Class  
18 Action Settlement, substantially in the form attached hereto as Exhibit A-1.

19           **1.54.** “Preliminary Approval Order” means an order materially or substantially in  
20 the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving  
21 the Settlement and directing that notice of the Settlement be provided to the Class.

22           **1.55.** “Proof(s) of Claim and Release” or “Claim Form(s)” means the Proof of  
23 Claim and Release form to be submitted by Claimants, substantially in the form attached  
24 hereto as Exhibit A-4.

25           **1.56.** “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15  
26 U.S.C. § 78u-4.

27           **1.57.** “Released Claims” means all claims (including but not limited to Unknown  
28 Claims as defined below), rights, demands, obligations, damages, actions or causes of

1 action, or liabilities whatsoever, of every nature and description, whether known or  
2 unknown, that have been or could have been asserted in the Action or in any other action  
3 or could in the future be asserted in any forum, whether federal or state, foreign or  
4 domestic, whether arising under federal, state, common, or foreign law, by Class  
5 Representative, any member of the Class, or their successors, assigns, executors,  
6 administrators, representatives, attorneys, and agents, in their capacities as such, whether  
7 brought directly or indirectly, individually or on behalf of a class, against any of the  
8 Released Defendants' Parties, which (a) arise out of, are based on, or relate in any way to  
9 any of the allegations, acts, transactions, facts, events, matters, occurrences, statements,  
10 representations or omissions involved, set forth, alleged or referred to, in the Action, or  
11 which could have been alleged in the Action, and (b) arise out of, are based on, or relate  
12 to the purchase, acquisition, holding, disposition, or sale of any shares of Microchip stock  
13 during the Class Period. "Released Claims" does not include: (i) any claims relating to  
14 the enforcement of the Settlement; (ii) the derivative claims asserted in *Dutrisac v. Sanghi,*  
15 *et al.*, Case No. CV2021-012459 (Ariz. Super. Ct.) and *Reid v. Sanghi, et al.*, Case No.  
16 CV2019-002389 (Ariz. Super. Ct.); or (iii) the claims of Excluded Class Members.

17 **1.58.** "Released Defendants' Claims" means all claims (including but not limited  
18 to Unknown Claims as defined below), rights, demands, obligations, damages, actions or  
19 causes of action, or liabilities whatsoever, of every nature and description, whether known  
20 or unknown, that have been or could have been asserted in the Action or in any other action  
21 or could in the future be asserted in any forum, whether federal or state, foreign or  
22 domestic, whether arising under federal, state, common, or foreign law, by Defendants or  
23 their successors, assigns, executors, administrators, representatives, attorneys, and agents,  
24 in their capacities as such, whether brought directly or indirectly, individually or on behalf  
25 of a class, against any of the Released Plaintiff's Parties, which arise out of, are based on,  
26 or relate in any way to the institution, prosecution, or Settlement of this Action or the  
27 Released Claims, including but not limited to all claims for malicious prosecution or  
28 sanctions. Released Defendants' Claims do not include any claims to enforce the terms of

1 this Stipulation, the Final Judgment, or an Alternative Judgment, any claims that could be  
2 asserted in response to such a claim to enforce, and any claims against Excluded Class  
3 Members.

4 **1.59.** “Released Defendants’ Parties” means (i) each Defendant; (ii) each of their  
5 respective family members (for individuals) and each of their direct or indirect parent  
6 entities, subsidiaries, and related entities and affiliates (including Microsemi); and (iii) for  
7 any of the entities listed in parts (i) or (ii), their respective past and present general partners,  
8 limited partners, principals, shareholders, joint venturers, members, officers, directors,  
9 managers, managing directors, supervisors, employees, contractors, consultants, auditors,  
10 accountants, financial advisors, professional advisors, investment bankers, representatives,  
11 insurers, trusts, trustees, trustors, agents, attorneys, professionals, predecessors, successors,  
12 assigns, heirs, executors, administrators, and any controlling person thereof, in their  
13 capacities as such.

14 **1.60.** “Released Parties” means the Released Defendants’ Parties and Released  
15 Plaintiff’s Parties.

16 **1.61.** “Released Plaintiff’s Parties” means: (i) Class Representative and the  
17 Members of the Class; and (ii) each of their respective family members and their respective  
18 general partners, limited partners, principals, shareholders, joint venturers, members,  
19 officers, directors, managers, managing directors, supervisors, employees, contractors,  
20 consultants, auditors, accountants, financial advisors, professional advisors, investment  
21 bankers, representatives, insurers, trusts, trustees, trustors, agents, attorneys, professionals,  
22 predecessors, successors, assigns, heirs, executors, administrators, and any controlling  
23 person thereof, in their capacities as such. Released Plaintiff’s Parties includes Plaintiff’s  
24 Counsel. Released Plaintiff’s Parties does not include Excluded Class Members.

25 **1.62.** “Releases” means the releases set forth in ¶¶ 2.1-2.3.

26 **1.63.** “Rule” means a Federal Rule of Civil Procedure.

27 **1.64.** “SEC” means the U.S. Securities & Exchange Commission.

28 **1.65.** “Settlement” means the settlement contemplated by this Stipulation.



1           **1.66.** “Settlement Amount” means the sum of \$9,000,000 in cash to be paid  
2 pursuant to ¶ 3.1 of this Stipulation.

3           **1.67.** “Settlement Fund” means the Settlement Amount plus all interest earned  
4 thereon.

5           **1.68.** “Settlement Hearing” or “Final Settlement Hearing” means the hearing at or  
6 after which the Court will make a final decision pursuant to Rule 23 and due process as to  
7 whether the Settlement contained in the Stipulation is fair, reasonable, and adequate, and  
8 therefore should receive final approval from the Court.

9           **1.69.** “Settlement Notice Date” shall have the meaning set forth in ¶ 6.3(a).

10           **1.70.** “Settlement Notice Program” or “Settlement Notices” means the full program  
11 to provide notice of the Settlement to the Class approved by the Court, including the  
12 Postcard Settlement Notice, the Summary Settlement Notice, the Longform Settlement  
13 Notice, Proof of Claim and Release form, and the Settlement Website.

14           **1.71.** “Settlement Website” or “Class Notice Website” means the website  
15 [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com), which was established by the Claims  
16 Administrator as part of the Class Notice Program and to provide to the Class, among other  
17 things, copies of the Longform Class Notice, relevant Court documents, and additional  
18 information regarding the Action, and which shall be used as part of the Settlement Notice  
19 Program to provide to the Class additional information regarding the Settlement, including  
20 copies of the Longform Settlement Notice, Proof of Claim form, and relevant Court  
21 documents.

22           **1.72.** “Settling Party” means any one of, and “Settling Parties” means all of, the  
23 parties to the Stipulation, namely Defendants and Class Representative, on behalf of himself  
24 and the Class.

25           **1.73.** “Stipulation” has the meaning set forth in the Recitals.

26           **1.74.** “Summary Class Notice” means the Summary Notice of Pendency of Class  
27 Action Settlement that was previously authorized by the Court (ECF No. 81), and was  
28 published on *PR Newswire* on August 25, 2021.

1           **1.75.** “Summary Settlement Notice” means the Summary Notice of Proposed Class  
2 Action Settlement and Motion for Attorneys’ Fees and Expenses for publication, which  
3 shall be substantially in the form attached as Exhibit A-2.

4           **1.76.** “Taxes” has the meaning set forth in ¶ 5.1(b).

5           **1.77.** “Tax Expenses” has the meaning set forth in ¶ 5.1(b).

6           **1.78.** “Termination Notice” has the meaning set forth in ¶ 11.1.

7           **1.79.** “Unknown Claims” shall mean any and all Released Claims of every nature  
8 and description whatsoever which Class Representative or any Member of the Class does  
9 not know or suspect to exist in his, her, or its favor at the time of the release of the Released  
10 Defendants’ Parties, which if known by him, her, or it might have affected his, her, or its  
11 decision(s) with respect to settlement, including the decision to object to the terms of the  
12 Settlement, and any and all Released Defendants’ Claims that any Defendant does not know  
13 or suspect to exist in his or its favor at the time of the release of the Released Plaintiff’s  
14 Parties, which if known by him or it might have affected his, her, or its decision(s) with  
15 respect to settlement. With respect to any and all Released Claims and Released  
16 Defendants’ Claims, the Parties agree that, upon the Settlement becoming final and  
17 effective, Class Representative and Defendants shall expressly, and each other Class  
18 Member shall be deemed to have, and by operation of the Final Judgment or Alternative  
19 Judgment shall have, to the fullest extent permitted by law, expressly waived and  
20 relinquished any and all provisions, rights and benefits conferred by any law of any state or  
21 territory of the United States or foreign law, or principle of common law, which is similar,  
22 comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

23                   **A general release does not extend to claims that the creditor or**  
24                   **releasing party does not know or suspect to exist in his or her**  
25                   **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.**

26 Class Representative, other Class Members, or Defendants may hereafter discover facts,  
27 legal theories, or authorities in addition to or different from those which any of them now  
28 knows or believes to be true with respect to the subject matter of the Released Claims and

1 the Released Defendants' Claims, but Class Representative and Defendants shall expressly,  
2 fully, finally, and forever settle and release, and each member of the Class shall be deemed  
3 to have settled and released, and upon the Effective Date and by operation of the Final  
4 Judgment or Alternative Judgment shall have settled and released, fully, finally, and  
5 forever, any and all Released Claims and Released Defendants' Claims as applicable,  
6 known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or  
7 undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist,  
8 or heretofore have existed, upon any theory of law or equity now existing or coming into  
9 existence in the future, including but not limited to conduct which is negligent, intentional,  
10 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent  
11 discovery or existence of such different or additional facts, legal theories, or authorities.  
12 Class Representative and Defendants acknowledge, and other members of the Class by  
13 operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown  
14 Claims" in the definition of Released Claims and Released Defendants' Claims was  
15 separately bargained for and was a material element of the settlement.

## 16 **2. SCOPE AND EFFECT OF SETTLEMENT**

17 **2.1.** The obligations incurred pursuant to the Stipulation are: (a) subject to  
18 approval by the Court and the Final Judgment, or Alternative Judgment, reflecting such  
19 approval becoming Final; and (b) in full and final disposition of the Action, with respect to  
20 the Released Parties and any and all Released Claims and Released Defendants' Claims.

21 **2.2.** By operation of the Final Judgment, or the Alternative Judgment, if  
22 applicable, as of the Effective Date, Class Representative and each and every other Member  
23 of the Class, on behalf of themselves and each of their respective heirs, executors, trusts,  
24 trustees, administrators, predecessors, successors, assigns, representatives, agents, and  
25 attorneys, in their capacities as such, shall be deemed to: (i) have fully, finally, and forever  
26 waived, compromised, settled, discharged, dismissed, extinguished, and released each and  
27 every one of the Released Claims against each and every one of the Released Defendants'  
28 Parties; (ii) forever be barred from commencing, instituting, prosecuting, or maintaining

1 any and all of the Released Claims in any action or other proceeding in any court of law or  
2 equity, arbitration tribunal, or administrative forum against any and all of the Released  
3 Defendants' Parties; and (iii) be deemed to have covenanted not to sue any Released  
4 Defendants' Parties on the basis of any Released Claims or to assist any person in  
5 commencing or maintaining any suit relating to any Released Claim against any Released  
6 Defendants' Parties. The foregoing release is given regardless of whether Class  
7 Representative or Members of the Class have: (i) executed and delivered a Proof of Claim  
8 and Release; (ii) received the Settlement Notice; (iii) participated in the Settlement Fund;  
9 (iv) filed an objection to the Settlement, the proposed Plan of Allocation, or any application  
10 by Lead Counsel for Attorneys' Fees and Expenses; or (v) had their claims approved or  
11 allowed. Nothing contained herein shall, however, bar any action or claim to enforce the  
12 terms of this Stipulation or the Final Judgment or Alternative Judgment.

13       **2.3.** By operation of the Final Judgment or Alternative Judgment, as of the  
14 Effective Date, Defendants, on behalf of themselves and each of their respective heirs,  
15 executors, trusts, trustees, administrators, predecessors, successors, assigns,  
16 representatives, agents, and attorneys, in their capacities as such, shall be deemed to have  
17 fully, finally, and forever waived, compromised, settled, discharged, dismissed,  
18 extinguished, and released each and every one of the Released Defendants' Claims against  
19 each and every one of the Released Plaintiff's Parties and shall forever be barred from  
20 commencing, instituting, prosecuting, or maintaining any and all of the Released  
21 Defendants' Claims in any action or other proceeding in any court of law or equity,  
22 arbitration tribunal, or administrative forum against any and all of the Released Plaintiff's  
23 Parties. Nothing contained herein shall, however, bar any action or claim to enforce the  
24 terms of this Stipulation or the Final Judgment or Alternative Judgment.

### 25       **3. THE SETTLEMENT CONSIDERATION**

26       **3.1.** In full settlement of the claims asserted in the Action against Defendants and  
27 in consideration of the Releases specified in ¶¶ 2.1-2.3, all of which the Parties agree are  
28 good and valuable consideration, Defendants agree to cause the Settlement Amount to be

1 paid into the Escrow Account within fifteen (15) business days after the later of: (i) entry  
2 of the Preliminary Approval Order; or (ii) Lead Counsel's provision to Defendants' Counsel  
3 of the information necessary to effectuate a transfer of funds to the Escrow Account,  
4 including, but not limited to, wire transfer instructions, payment address, and a complete  
5 and executed Form W-9 for the Settlement Fund that reflects a valid tax identification  
6 number. Any wire transfer charge or wire transfer fee for paying the Settlement Amount  
7 into the Escrow Account will be paid by Defendants and not deducted from the Settlement  
8 Amount.

9       **3.2.** Under no circumstances will Defendants be required to pay more than the  
10 Settlement Amount pursuant to this Stipulation and the Settlement for any reason  
11 whatsoever, including, without limitation, as compensation to any Class Member or in  
12 payment of any fees or expenses incurred by any Class Member or Plaintiff's Counsel,  
13 except Defendants shall pay the cost of CAFA notice, as set forth in ¶ 10.1.

14       **3.3.** With the sole exception of Defendants' obligation to secure payment of the  
15 Settlement Amount into the Escrow Account, provided for in ¶ 3.1, Defendants and  
16 Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever  
17 with respect to: (i) any act, omission, or determination by Plaintiff's Counsel, the Claims  
18 Administrator, the Escrow Agent, or any of their respective designees, in connection with  
19 the administration of the Settlement or otherwise; (ii) the management, investment, or  
20 distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination,  
21 administration, calculation, or payment of any claims asserted against the Settlement Fund;  
22 (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment  
23 or withholding of any Taxes, Tax Expenses, and/or costs or expenses incurred in connection  
24 with the taxation of the Settlement Fund, distributions, or other payments from the Escrow  
25 Account, or the filing of any federal, state, or local returns.

26       **3.4.** Except as provided in ¶ 11.7, after the Effective Date, Defendants shall have  
27 no interest in the Settlement Fund or in the Net Settlement Fund, and no funds will be  
28 returned to Defendants.

1     **4.     HANDLING AND DISBURSEMENT OF FUNDS BY THE ESCROW AGENT**

2             **4.1.**   No monies will be disbursed from the Settlement Fund until after the  
3     Effective Date except:

4                     **4.1(a)**    As provided in ¶ 4.4 below;

5                     **4.1(b)**    As provided in ¶ 11.7 below, if applicable;

6                     **4.1(c)**    As provided in ¶ 9.2 below; and

7                     **4.1(d)**    To pay Taxes and Tax Expenses (as defined in ¶ 5.1(b) below) on  
8     the income earned by the Settlement Fund. Taxes and Tax Expenses shall be paid out of  
9     the Settlement Fund and shall be considered to be a cost of administration of the Settlement  
10    and shall be timely paid by the Escrow Agent without prior order of the Court.

11            **4.2.**   The Escrow Agent shall invest any funds (other than security interests in  
12    assets) deposited into the Settlement Fund in short term instruments backed by the full faith  
13    and credit of the United States Government or fully insured by the United States  
14    Government or an agency thereof, and may reinvest the proceeds of these instruments as  
15    they mature in similar instruments at their then-current market rates. Defendants,  
16    Defendants' Counsel, and the Released Defendants' Parties shall have no responsibility for,  
17    interest in, or any liability whatsoever with respect to any investment decisions or other  
18    actions executed by the Escrow Agent. The Settlement Fund shall bear all risks related to  
19    the investments of the Settlement Amount in accordance with the guidelines set forth in this  
20    paragraph.

21            **4.3.**   Any sums required to be held in escrow hereunder shall be held by the Escrow  
22    Agent for the benefit of the Class. All funds held by the Escrow Agent shall be deemed to  
23    be in *custodia legis* and shall remain subject to the jurisdiction of the Court until such time  
24    as the funds are distributed or returned pursuant to this Stipulation and/or further order of  
25    the Court. The Escrow Agent shall not disburse the Settlement Fund except as provided in  
26    this Stipulation or after issuance of the Class Distribution Order or another order of the  
27    Court.

1           **4.4.** At any time after the Court grants preliminary approval of the Settlement, the  
2 Escrow Agent may, without further approval from Defendants or the Court, disburse at the  
3 direction of Lead Counsel up to \$350,000 from the Settlement Fund to the Notice and  
4 Administration Account to pay the Notice and Administration Costs.

5           **4.5.** The Notice and Administration Expenses shall be paid from the Notice and  
6 Administration Account. The Notice and Administration Account may be drawn upon for  
7 payment of Notice and Administration Expenses upon Class Counsel’s review and approval  
8 and without prior Court approval.

9           **5. TAXES**

10           **5.1.** The Parties agree that the Settlement Fund is intended to be, and will be  
11 treated at all times as, a “qualified settlement fund” within the meaning of Treasury  
12 Regulation § 1.468B-1 and Section 468B of the Internal Revenue Code, as amended, for  
13 the taxable years of the Settlement Fund, beginning with the date it is created. In addition,  
14 Lead Counsel, the Claims Administrator (at the direction of Lead Counsel), or their  
15 designees shall timely make such elections as necessary or advisable to carry out the  
16 provisions of this ¶ 5.1, including the “relation-back election” (as defined in Treasury  
17 Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made in  
18 compliance with the procedures and requirements contained in such regulations. It shall be  
19 the responsibility of the Claims Administrator to timely and properly prepare and deliver  
20 the necessary documentation for signature by all necessary parties, and thereafter to cause  
21 the appropriate filing to occur. Each “transferor,” as defined in Treas. Reg. § 1.468B  
22 1(d)(1), of the amounts paid pursuant to this Stipulation agrees to provide promptly the  
23 statement described in Treas. Reg. § 1.468B 3(e).

24           **5.1(a)** For purposes of § 468B of the Internal Revenue Code of 1986, as  
25 amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder, the  
26 “administrator” shall be the Claims Administrator. The Claims Administrator shall timely  
27 and properly file all informational and other tax returns necessary or advisable with respect  
28 to the Settlement Fund (including without limitation the returns described in Treasury

1 Regulation § 1.468B-2(k)). Such returns (as well as the election described in this ¶ 5.1)  
2 shall be consistent with this ¶ 5.1 and in all events shall reflect that all Taxes and Tax  
3 Expenses (including any estimated Taxes, interest or penalties) on the income earned by  
4 the Settlement Fund shall be paid out of the Settlement Fund as provided in this Stipulation.

5           **5.1(b)** All Taxes (including any estimated Taxes, interest or penalties)  
6 arising with respect to the income earned by the Settlement Fund, including any Taxes or  
7 tax detriments that may be imposed upon Defendants or Defendants' Counsel with respect  
8 to any income earned by the Settlement Fund for any period during which the Settlement  
9 Fund does not qualify as a "qualified settlement fund" for federal or state income tax  
10 purposes ("Taxes"), and expenses and costs incurred in connection with the operation and  
11 implementation of this ¶ 5.1 (including, without limitation, expenses of tax attorneys and/or  
12 accountants and mailing and distribution costs and expenses or penalties relating to filing  
13 (or failing to file) the returns described in this ¶ 5.1) ("Tax Expenses"), shall be paid out of  
14 the Settlement Fund, as appropriate. Defendants, Defendants' Counsel, and the Released  
15 Defendants' Parties shall have no liability or responsibility for the Taxes or the Tax  
16 Expenses. Taxes and Tax Expenses shall be treated as, and considered to be, a cost of  
17 administration of the Settlement and shall be timely paid out of the Settlement Fund without  
18 prior order from the Court. At the direction of Lead Counsel, the Escrow Agent shall be  
19 obligated (notwithstanding anything herein to the contrary) to withhold from distribution to  
20 Authorized Claimants any funds necessary to pay such amounts, including the  
21 establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts  
22 that may be withheld under Treasury Regulation § 1.468B-2(1)(2)). Defendants,  
23 Defendants' Counsel, and the Released Defendants' Parties shall have no responsibility for,  
24 interest in, or any liability whatsoever with respect to the foregoing provided in this ¶ 5.1.  
25 The Settling Parties agree to cooperate with each other, and their tax attorneys and  
26 accountants, to the extent reasonably necessary to carry out the provisions of this ¶ 5.1.

27           **5.2.** Lead Plaintiff and Plaintiff's Counsel shall have no liability for, or obligations  
28 with regard to, Taxes and Tax Expenses. The Settlement Fund shall indemnify and hold



1 each of Lead Plaintiff and Lead Counsel, and each of their Released Plaintiff's Parties  
2 harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by  
3 reason of such indemnification), and all such Taxes and Tax Expenses shall be paid from  
4 the Settlement Fund.

5 **6. PRELIMINARY APPROVAL ORDER, SETTLEMENT NOTICE PROGRAM,**  
6 **AND SETTLEMENT HEARING**

7 **6.1.** Plaintiff's Counsel shall submit this Stipulation and its exhibits to the Court  
8 and shall apply for preliminary approval of the Settlement set forth in this Stipulation and  
9 entry of the Preliminary Approval Order, substantially in the form of Exhibits A, A-1, A-2,  
10 A-3, and A-4.

11 **6.2.** As part of the Preliminary Approval Order, Lead Counsel shall seek  
12 appointment of the Claims Administrator. The Claims Administrator shall administer the  
13 Settlement, including, but not limited to, the process of receiving, reviewing, and approving  
14 or denying claims, under Lead Counsel's supervision and subject to the jurisdiction of the  
15 Court.

16 **6.3.** As part of the Preliminary Approval Order, Lead Counsel shall seek approval  
17 of a Settlement Notice Program substantially in the following form:

18 **6.3(a)** Lead Counsel shall cause the Claims Administrator to mail, by  
19 first-class mail, postage prepaid, a copy of the Postcard Settlement Notice to each Class  
20 Member or Nominee who was previously mailed or forwarded the Postcard Class Notice  
21 or can otherwise be identified by reasonable effort, within the time provided in the Court's  
22 Preliminary Approval Order (the "Settlement Notice Date"). The Postcard Settlement  
23 Notice shall be substantially in the form attached hereto as Exhibit A-1.

24 **6.3(b)** Lead Counsel shall cause the Claims Administrator to (a) publish  
25 the Longform Settlement Notice and Proof of Claim and Release form in a form available  
26 for download (*i.e.*, PDF) on the Settlement Website, and (b) mail or email a copy of the  
27 Longform Settlement Notice and Proof of Claim and Release form to any Class Member  
28 that requests one by phone, email, or mail. The Longform Settlement Notice and Proof of

1 Claim and Release form shall be substantially in the form attached hereto as Exhibits A-3  
2 and A-4.

3           **6.3(c)**     Lead Counsel shall cause the Claims Administrator to publish the  
4 Summary Settlement Notice, substantially in the form of Exhibit A-2 attached hereto, once  
5 over *PR Newswire* or a similar wire service with similar reach within the time provided by  
6 the Court's Preliminary Approval Order.

7           **6.4.**     The cost of the Settlement Notice Program shall constitute Notice and  
8 Administration Costs and be paid out of the Notice and Administration Account.

9           **6.5.**     Subject to the requirements of the Preliminary Approval Order, Class Counsel  
10 and the Claims Administrator shall submit to the Court affidavits demonstrating the  
11 adequacy of its efforts to provide notice to the Class Members, including any Objections  
12 received. Defendants shall have no responsibility with respect to the Settlement Notice  
13 Program, except if any Objections are received by Defendants' or Defendants' Counsel,  
14 Defendants or Defendants' Counsel will forward such objections to Plaintiff's Counsel and  
15 the Claims Administrator, and if an affidavit concerning receipt and forwarding of the  
16 Objection is requested by the Court or the objecting Person, submit such an affidavit.

17           **6.6.**     At the time of the submission described in ¶ 6.1 hereof, the Parties, through  
18 their counsel, shall jointly request that the Court schedule the Settlement Hearing to occur  
19 no less than ninety (90) calendar days after the Settlement Notice Date, and will request the  
20 Court set a deadline for Class Members to submit Objections and for Lead Plaintiff and  
21 Class Counsel to file a motion for final approval of the Settlement and for an award of  
22 Attorneys' Fees and Expenses and a Class Representative Service Award.

23           **6.7.**     At the Settlement Hearing, the Parties will request that the Court (i) approve  
24 the Settlement as set forth herein and (ii) enter judgment substantially in the form of Exhibit  
25 B hereto.

26 **7.     OBJECTIONS TO THE SETTLEMENT**

27           **7.1.**     Any Class Member who intends to object to the fairness of the Settlement or  
28 the Fee and Expense Application ("Objection") must do so within the time and in the

1 manner provided by the Court's Preliminary Approval Order. The deadline for submitting  
2 Objections is to be set by the Court, but shall be received no later than at least twenty-one  
3 (21) calendar days before the Settlement Hearing. In order to be considered, an objection  
4 also must be signed by the Class Member making the objection.

5 **7.2.** The Claims Administrator shall scan and send electronically copies of all  
6 Objections in PDF format (or such other format as shall be agreed) to Defendants' Counsel  
7 and to Class Counsel expeditiously after the Claims Administrator receives such  
8 Objections. If Lead Plaintiff, Plaintiff's Counsel, Defendants, or Defendants' Counsel  
9 receive an Objection, they shall send electronically copies of the Objection in PDF format  
10 (or such other format as shall be agreed) to Lead Plaintiff, Plaintiff's Counsel, Defendants,  
11 Defendants' Counsel, and the Claims Administrator expeditiously after receipt.

12 **7.3.** As part of its reply papers in support of the motion for final approval of the  
13 Settlement or Fee and Expense Application, Lead Plaintiff and Lead Counsel will address  
14 any Objections received by the Claims Administrator, Plaintiff's Counsel, Defendants'  
15 Counsel, or the Court.

16 **8. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS AND**  
17 **SUPERVISION AND DISTRIBUTION OF THE SETTLEMENT FUND**

18 **8.1.** Under the supervision of Lead Counsel, acting on behalf of the Class, and  
19 subject to such supervision and direction of the Court as may be necessary or as  
20 circumstances may require, the Claims Administrator shall administer and calculate the  
21 claims submitted by Class Members and shall oversee distribution of the Net Settlement  
22 Fund (as defined below) to Authorized Claimants.

23 **8.2.** The Settlement Fund shall be applied as follows:

24 **8.2(a)** To pay the Taxes and Tax Expenses described in ¶ 5.1 above;

25 **8.2(b)** To pay Notice and Administration Costs;

26 **8.2(c)** To pay Plaintiff's Counsel's Attorneys' Fees and Expenses, and to  
27 pay Class Representative's PSLRA Award, to the extent allowed by the Court; and  
28

1           **8.2(d)** To distribute the balance of the Settlement Fund, that is, the  
2 Settlement Fund less the items set forth in ¶¶ 8.2(a), 8.2(b), and 8.2(c) hereof (the Net  
3 Settlement Fund), to the Authorized Claimants as allowed by this Stipulation, the Plan of  
4 Allocation, or the Court.

5           **8.3.** For purposes of determining the extent, if any, to which a Class Member shall  
6 be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

7           **8.3(a)** Each Claimant shall be required to submit a Proof of Claim and  
8 Release in paper form, substantially in the form attached hereto as Exhibit A-4, or in  
9 electronic form, in accordance with the instructions for the submission of such Proof of  
10 Claim and Release, and supported by such documents as are designated therein, including  
11 proof of the Claimant's loss, or such other documents or proof as the Claims Administrator  
12 or Lead Counsel, in their discretion, may deem acceptable;

13           **8.3(b)** The Proof of Claim and Release must be submitted by the date set  
14 by the Court in the Preliminary Approval Order and specified in the Settlement Notice.  
15 Any Class Member who fails to submit a Proof of Claim and Release by such date shall be  
16 forever barred from receiving any distribution from the Net Settlement Fund or payment  
17 pursuant to this Stipulation (unless by Order of the Court such Class Member's Proof of  
18 Claim and Release is accepted), but shall in all other respects be bound by all of the terms  
19 of this Stipulation and the Settlement, including the terms of the Final Judgment or  
20 Alternative Judgment, and the Releases provided for herein and therein, and will be  
21 permanently barred and enjoined from bringing any action, claim, or other proceeding of  
22 any kind against any of the Released Defendants' Parties with respect to any Released  
23 Claims. Notwithstanding the foregoing, Class Counsel may, at its discretion, accept for  
24 processing late Proofs of Claim and Release forms provided such acceptance does not delay  
25 the distribution of the Net Settlement Fund to the Class. Provided that it is mailed by the  
26 claim-submission deadline, a Proof of Claim and Release shall be deemed to be submitted  
27 when postmarked, if received with a postmark indicated on the envelope and if mailed by  
28 first-class mail and addressed in accordance with the instructions thereon. In all other cases,

1 the Proof of Claim and Release forms shall be deemed to have been submitted on the date  
2 when actually received by the Claims Administrator;

3           **8.3(c)**     The Claims Administrator shall receive the Proof of Claim and  
4 Release forms and determine whether the claim is a valid claim, in whole or in part, and  
5 each Authorized Claimant's share of the Net Settlement Fund as set forth in the Plan of  
6 Allocation, or in such other plan of allocation as the Court approves, subject to Court  
7 approval;

8           **8.3(d)**     Proof of Claim and Release forms that do not meet the submission  
9 requirements may be rejected. Before rejecting a Proof of Claim and Release in whole or  
10 in part, the Claims Administrator shall communicate with the Claimant in writing to give  
11 the Claimant the chance to remedy any curable deficiencies in the Proof of Claim and  
12 Release submitted. The Claims Administrator, under supervision of Lead Counsel, as  
13 necessary, shall notify, in a timely fashion and in writing, all Claimants whose claims the  
14 Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting  
15 forth the reasons therefore and shall indicate in such notice that the Claimant whose claim  
16 is to be rejected has the right to a review by the Court if the Claimant so desires and complies  
17 with the requirements of subparagraph (e) below; and

18           **8.3(e)**     If any Claimant whose timely claim has been rejected in whole or  
19 in part for curable deficiency desires to contest such rejection, the Claimant must, within  
20 twenty (20) calendar days after the date of mailing of the notice required in subparagraph  
21 (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims  
22 Administrator a notice and statement of reasons indicating the Claimant's grounds for  
23 contesting the rejection, along with any supporting documentation, and requesting a review  
24 thereof by the Court.

25           **8.4.**     Each Claimant who submits a Proof of Claim and Release shall be deemed to  
26 have submitted to the jurisdiction of the Court with respect to the Claimant's claim,  
27 including, but not limited to, all Releases provided for herein and in the Final Judgment or  
28 Alternative Judgment.

1           **8.5.** Upon and after the Effective Date, and in accordance with the terms of the  
2 Plan of Allocation or such further approval and further order(s) of the Court as may be  
3 necessary or as circumstances may require, the Net Settlement Fund shall be distributed to  
4 Authorized Claimants subject to and in accordance with the Plan of Allocation set forth in  
5 the Settlement Notice. The Net Settlement Fund shall be distributed to Authorized  
6 Claimants by the Claims Administrator upon application to the Court by Lead Counsel for  
7 a Class Distribution Order only after all of the following having occurred: (i) the Effective  
8 Date; (ii) all claims have been processed, and all Claimants whose claims have been rejected  
9 or disallowed, in whole or in part, have been notified and provided the opportunity to be  
10 heard concerning such rejection or disallowance; (iii) all objections with respect to all  
11 rejected or disallowed claims have been resolved by the Court, and all appeals therefrom  
12 have been resolved or the time therefor has expired; (iv) all matters with respect to  
13 Attorneys' Fees and Expenses, costs, and disbursements have been resolved by the Court,  
14 and all appeals therefrom have been resolved or the time therefor has expired; and (v) all  
15 costs of administration have been paid.

16           **8.6.** Payment pursuant to the Stipulation and Plan of Allocation shall be deemed  
17 final and conclusive against any and all Class Members. All Class Members whose claims  
18 are not approved shall be barred from participating in distributions from the Net Settlement  
19 Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement,  
20 including the terms of the Final Judgment or Alternative Judgment to be entered in the  
21 Action, and the Releases provided for herein and therein, and will be barred from bringing  
22 any action against the Released Defendants' Parties concerning the Released Claims.

23           **8.7.** All proceedings with respect to the administration, processing, and  
24 determination of claims described by this Stipulation, and the determination of all  
25 controversies relating thereto, including disputed questions of law and fact with respect to  
26 the validity of claims, shall be subject to the jurisdiction of the Court, but shall not, in any  
27 event, delay or affect the finality of the Final Judgment or Alternative Judgment.  
28

1           **8.8.** Defendants, Defendants' Counsel, and the Released Defendants' Parties have  
2 no role in the development of the Plan of Allocation or the administration of the Settlement.  
3 Defendants, Defendants' Counsel, and the Released Defendants' Parties shall have no  
4 responsibility for, interest in, or liability whatsoever with respect to the investment or  
5 distribution of the Net Settlement Fund, the Plan of Allocation, the determination,  
6 administration, or calculation of claims, the payment or withholding of Taxes or Tax  
7 Expenses, or any losses incurred in connection therewith. Defendants, Defendants'  
8 Counsel, and the Released Defendants' Parties shall have no responsibility for, interest in,  
9 or liability whatsoever with respect to the administration of the Settlement or the actions or  
10 decisions of the Claims Administrator and shall have no liability to the Class in connection  
11 with such administration.

12           **8.9.** No Class Member shall have any claim against Lead Plaintiff, Class Counsel,  
13 or the Claims Administrator based on, or in any way relating to, the distributions from the  
14 Net Settlement Fund that have been made substantially in accordance with this Stipulation  
15 and any applicable orders of the Court.

16           **8.10.** It is understood and agreed by the Settling Parties that any proposed Plan of  
17 Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an  
18 Authorized Claimant's claim set forth therein, is not a condition of this Stipulation and is  
19 to be considered by the Court separately from the Court's consideration of the fairness,  
20 reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or  
21 proceedings relating to the Plan of Allocation, or any appeal from any order relating thereto  
22 or reversal or modification thereof, shall not operate to modify, terminate or cancel this  
23 Stipulation, or affect or delay the finality of the Final Judgment or Alternative Judgment,  
24 or any other orders entered pursuant to this Stipulation.

25           **8.11.** This is not a claims-made settlement, and if all conditions of the Stipulation  
26 are satisfied and the Final Judgment or Alternative Judgment becomes Final, no portion of  
27 the Settlement Fund will be returned to Defendants.  
28

1           **8.12.** If any funds remain in the Net Settlement Fund by reason of uncashed checks,  
2 or otherwise, after the Claims Administrator has made reasonable and diligent efforts to  
3 have Authorized Claimants who are entitled to participate in the distribution of the Net  
4 Settlement Fund cash their distribution checks, then any balance remaining in the Net  
5 Settlement Fund six (6) months after the initial distribution of such funds shall, if feasible  
6 and economical, be redistributed in an equitable and economic fashion among Authorized  
7 Claimants who have cashed their checks. These redistributions shall be repeated until the  
8 balance in the Net Settlement Fund is no longer feasible to distribute to Class Members.  
9 Any balance that still remains in the Net Settlement Fund after re-distribution(s) and that is  
10 not feasible or economical to reallocate, after payment of Notice and Administration  
11 Expenses, Taxes and Tax Expenses, and Attorneys' Fees and Expenses, shall be donated to  
12 an appropriate 501(c)(3) non-profit organization selected by Lead Counsel and approved  
13 by the Court. To facilitate the orderly distribution the Net Settlement Fund under this  
14 paragraph, all checks issued to Authorized Claimants shall contain a legend that the check  
15 will expire after one hundred eighty (180) calendar days from date of the check.

16           **9.     PLAINTIFF'S COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF**  
17           **EXPENSES**

18           **9.1.** Lead Counsel, on behalf of Plaintiff's Counsel, may submit an application or  
19 applications (the "Fee and Expense Application") for distributions from the Settlement  
20 Fund to Plaintiff's Counsel for (i) an award of attorneys' fees; (ii) reimbursement of actual  
21 costs and expenses, including the fees and expenses of experts and/or consultants, incurred  
22 in connection with prosecuting the Action; and (iii) any Lead Plaintiff and/or Class  
23 Representative Service Award as approved by the Court.

24           **9.2.** Except as otherwise provided in this paragraph, any Attorneys' Fees and  
25 Expenses awarded by the Court (the "Fee and Expense Award") shall be paid to Plaintiff's  
26 Counsel from the Settlement Fund no later than three (3) business days after the date the  
27 Court enters an order awarding such fees and expenses.  
28



1           **9.3.** Any payment of Attorneys' Fees and Expenses pursuant to ¶¶ 9.1-9.2 above  
2 shall be subject to Lead Counsel's obligation to make refunds or repayments to the  
3 Settlement Fund of any paid amounts, plus accrued earnings at the same net rate as is earned  
4 by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this  
5 Stipulation or fails to become effective for any reason, or if, as a result of any appeal or  
6 further proceedings on remand or successful collateral attack, the award of attorneys' fees  
7 and/or expenses is reduced or reversed by final, non-appealable court order. Lead Counsel  
8 shall make the appropriate refund or repayment in full no later than fourteen (14) business  
9 days after receiving notice of the termination of the Settlement pursuant to this Stipulation,  
10 notice from a court of appropriate jurisdiction of the disapproval of the Settlement by final,  
11 non-appealable court order, or notice of any reduction or reversal of the award of Attorneys'  
12 Fees and Expenses by final, non-appealable court order. Plaintiff's Counsel and any other  
13 plaintiff's counsel's law firm that receives fees and expenses, on behalf of itself and each  
14 partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders  
15 are subject to jurisdiction of the Court for the purpose of enforcing the provisions of this  
16 paragraph, and each shall be liable for repayment of all Attorneys' Fees and Expenses  
17 awarded by the Court. Defendants, Defendants' Counsel, and the Released Defendants'  
18 Parties shall have no responsibility for, and no liability whatsoever with respect to, any  
19 allocation of any Attorneys' Fees and Expenses among Plaintiff's Counsel in the Action, or  
20 to any other Person who may assert some claim thereto, or any fee or expense awards the  
21 Court may make in the Action.

22           **9.4.** The procedure for, and allowance or disallowance by the Court of, any  
23 application by Plaintiff's Counsel for Attorneys' Fees and Expenses, including the fees and  
24 expenses of experts and/or consultants, and/or a Class Representative Service Award are  
25 not a condition of the Settlement set forth in this Stipulation and are to be considered by the  
26 Court separately from the Court's consideration of the fairness, reasonableness, and  
27 adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating  
28 to the Fee and Expense Application, or any appeal from any order relating thereto or

1 reversal or modification thereof, shall not operate to modify, terminate or cancel this  
2 Stipulation or the Settlement, or affect or delay the finality of the Final Judgment or  
3 Alternative Judgment, or any other orders entered pursuant to this Stipulation.

4 **9.5.** Any award of Attorneys' Fees and Expenses and/or any Class Representative  
5 Service Award shall be paid solely from the Settlement Fund and shall reduce the settlement  
6 consideration paid to the Class accordingly. Defendants, Defendants' Counsel, and the  
7 Released Defendants' Parties shall have no responsibility for, and no liability whatsoever  
8 with respect to, any payments to Plaintiff's Counsel or Class Representative and/or any  
9 other Person who receives payment from the Settlement Fund, other than their obligation  
10 to fully fund the Settlement Fund.

11 **10. CLASS ACTION FAIRNESS ACT**

12 **10.1.** As set forth in the Class Action Fairness Act of 2005 ("CAFA"), Microchip,  
13 on behalf of Defendants, shall cause to be served a CAFA notice within ten (10) calendar  
14 days of the filing of the motion for preliminary approval of the Settlement and Stipulation.  
15 At least seven (7) calendar days before the Final Settlement Hearing, on behalf of  
16 Defendants, Microchip shall cause to be served on Lead Counsel and filed with the Court a  
17 declaration regarding compliance with CAFA § 1715(b). CAFA notice costs are not Notice  
18 and Administration Costs, and all costs associated with the CAFA notice shall be paid  
19 directly by Defendants and not from the Settlement Fund.

20 **11. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**  
21 **CANCELLATION, OR TERMINATION, EFFECTIVE DATE**

22 **11.1.** Class Representative, on behalf of the Class, and Defendants shall each have  
23 the right to terminate the Settlement and this Stipulation by providing written notice of his  
24 or its election to do so ("Termination Notice") to all other Settling Parties within fourteen  
25 (14) business days of:

26 **11.1(a)** entry of a Court order declining to enter the Preliminary Approval  
27 Order in any material respect;  
28

1           **11.1(b)** entry of a Court order refusing to approve this Settlement in any  
2 material respect (except with respect to any decision by the Court concerning Attorneys'  
3 Fees and Expenses or a Class Representative Service Award);

4           **11.1(c)** entry of a Court order declining to enter the Final Judgment, or  
5 Alternative Judgment, in any material respect; or

6           **11.1(d)** entry of an order by which the Final Judgment or Alternative  
7 Judgment is modified or reversed in any material respect by the Court, the Court of Appeals,  
8 or the United States Supreme Court. In the absence of any of the events enumerated in the  
9 preceding sentence or those identified in ¶ 11.2 below, no Party shall have the right to  
10 terminate the Settlement and Stipulation for any reason.

11           **11.2.** Class Representative, on behalf of the Class, shall also have the right, among  
12 other remedies, to terminate the Settlement and Stipulation in the event that the Settlement  
13 Amount has not been paid in the time period provided for in ¶ 3.1 above, by providing  
14 written notice of the election to terminate ("Failure to Fund Termination Notice") to all  
15 other Parties' counsel and, thereafter, there is a failure to pay the Settlement Amount within  
16 five (5) business days of such written notice.

17           **11.3.** The Effective Date of this Settlement shall not occur unless and until each of  
18 the following events occurs and shall be the date upon which the last in time of the following  
19 events occurs:

20           **11.3(a)** The Court has entered the Preliminary Approval Order attached  
21 hereto as Exhibit A or an order containing materially or substantially the same terms;

22           **11.3(b)** The sum of \$9,000,000 has been paid into the Escrow Account, as  
23 set forth in paragraph ¶ 3.1;

24           **11.3(c)** The Court has approved the Settlement and has entered the Final  
25 Judgment or Alternative Judgment; and

26           **11.3(d)** The Final Judgment or Alternative Judgment has become Final as  
27 defined in ¶ 1.31.  
28

1           **11.4.** If some or all of the conditions specified in ¶ 11.3 above are not met, or in the  
2 event that this Stipulation is not approved by the Court, or the Settlement set forth in this  
3 Stipulation is terminated or fails to become effective in accordance with its terms, then this  
4 Stipulation shall be canceled and terminated, unless all of the Settling Parties agree in  
5 writing to proceed with this Stipulation. None of the Settling Parties, or any of them, shall  
6 have any obligation whatsoever to proceed under any terms other than as provided for and  
7 agreed herein, including ¶¶ 9.3, 11.5, 11.6, and 11.7.

8           **11.5.** If the Stipulation is terminated or canceled, or does not become effective for  
9 any reason, the Settling Parties will be restored to their respective positions in the Action  
10 immediately prior to January 25, 2022, and they shall proceed in all respects as if the  
11 Stipulation had not been executed and the related orders had not been entered, and in that  
12 event all of their respective claims and defenses as to any issue in the Action shall be  
13 preserved without prejudice.

14           **11.6.** If the Stipulation is not approved by the Court or the Settlement set forth in  
15 this Stipulation is terminated or fails to become effective in accordance with its terms, the  
16 terms and provisions of this Stipulation, except as otherwise provided herein in ¶¶ 9.3, 11.5,  
17 and 11.7, shall have no further force and effect with respect to the Settling Parties and shall  
18 not be used in this Action or in any other proceeding for any purpose, and any judgment or  
19 order entered by the Court in accordance with the terms of this Stipulation shall be treated  
20 as vacated, *nunc pro tunc*.

21           **11.7.** If the Stipulation is not approved or if the Settlement is terminated, or  
22 canceled, or does not become effective for any reason, within fourteen (14) business days  
23 after the occurrence of such event, the Settlement Fund, less Taxes, Tax Expenses, and any  
24 Notice and Administration Costs which have either been disbursed or are determined to be  
25 chargeable, shall be refunded by the Escrow Agent to Defendants or their designee(s)  
26 (pursuant to written instructions from Defendants' Counsel pursuant to this Stipulation).  
27 At the request of Defendants' Counsel at Defendants' expense, Lead Counsel or its designee  
28 shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after

1 deduction of any fees or expenses incurred in connection with such application(s) for  
2 refund, pursuant to written direction from Defendants' Counsel.

3 **11.8.** No decision, proceedings, order of the Court or modification or reversal on  
4 appeal of any order of the Court concerning the Plan of Allocation, the amount of any  
5 Attorneys' Fees and Expenses and interest awarded by the Court to Plaintiff's Counsel, or  
6 the amount of Class Representative's PSLRA Award shall constitute grounds for  
7 cancellation or termination of the Stipulation or Settlement.

8 **12. NO ADMISSION OF WRONGDOING**

9 **12.1.** Except as set forth in ¶ 12.2 below, the Stipulation, whether or not  
10 consummated, and whether or not approved by the Court, and any discussion, negotiation,  
11 proceeding, or agreement relating to the Stipulation, Settlement, and any matter arising in  
12 connection with settlement discussions or negotiations, proceedings, or agreements, shall  
13 not be offered or received against or to the prejudice of the Parties or their respective  
14 counsel, for any purpose other than in an action to enforce the terms hereof, and in  
15 particular:

16 **12.1(a)** do not constitute, and shall not be offered or received against  
17 Defendants or the Released Defendants' Parties as evidence of, or construed as, or deemed  
18 to be evidence of any presumption, concession, or admission by Defendants or the Released  
19 Defendants' Parties, with respect to the truth of any allegation by Class Representative and  
20 the Class, or the validity of any claim that has been or could have been asserted in the Action  
21 or in any litigation, including, but not limited to, the Released Claims, or of any liability,  
22 damages, negligence, fault, or wrongdoing of Defendants or the Released Defendants'  
23 Parties or any Person or entity whatsoever;

24 **12.1(b)** do not constitute, and shall not be offered or received against  
25 Defendants or the Released Defendants' Parties as evidence of a presumption, concession,  
26 or admission of any fault, misrepresentation, or omission, with respect to any statement or  
27 written document approved or made by Defendants or the Released Defendants' Parties;  
28

1           **12.1(c)** do not constitute, and shall not be construed against Defendants,  
2 the Released Defendants' Parties, Class Representative, or the Class as an admission or  
3 concession that the consideration to be given hereunder represents the amount that could  
4 be, or would have been, recovered after trial, if any; and

5           **12.1(d)** do not constitute, and shall not be offered or received against  
6 Defendants or the Released Defendants' Parties as evidence of a presumption, concession,  
7 or admission with respect to any liability, damages, negligence, fault, infirmity, or  
8 wrongdoing, or in any way referred to for any other reason against, or to the prejudice of,  
9 any of the Defendants or the Released Defendants' Parties in any other action or proceeding  
10 in any court of law or equity, arbitration tribunal, or administrative forum other than such  
11 proceedings as may be necessary to effectuate the provisions of this Stipulation or as set  
12 forth in ¶ 12.2.

13           **12.2.** Notwithstanding ¶ 12.1 above, if this Stipulation is approved by the Court,  
14 the Released Parties and their respective counsel may refer to it to effectuate the protections  
15 from liability granted hereunder or otherwise to enforce the terms of the Settlement. The  
16 Released Defendants' Parties may file this Stipulation and/or the Final Judgment (or  
17 Alternative Judgment) from this Action in any other action that may be brought against  
18 them in order to support a defense or counterclaim based on principles of res judicata,  
19 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory  
20 of claim preclusion or issue preclusion or similar defense or counterclaim.

### 21   **13. MISCELLANEOUS PROVISIONS**

22           **13.1.** All of the exhibits attached hereto ("Exhibits") are hereby incorporated by  
23 reference as though fully set forth herein. Notwithstanding the foregoing, in the event that  
24 there exists a conflict or inconsistency between the terms of this Stipulation and the terms  
25 of any exhibit attached hereto, the terms of the Stipulation shall prevail; provided, however,  
26 that should the Court make or require any amendments to the Exhibits that are inconsistent  
27 or conflict with this Stipulation, such amendments shall amend this Stipulation.  
28

1           **13.2.** Except in the event of the filing of a Termination Notice or Failure to Fund  
2 Termination Notice, pursuant to ¶¶ 11.1-11.2 of this Stipulation, the Settling Parties shall  
3 (a) take all actions reasonably necessary to consummate this Settlement and Stipulation;  
4 and (b) agree to cooperate with each other to the extent reasonably necessary to effectuate  
5 and implement all terms and conditions of the Settlement and Stipulation.

6           **13.3.** The Settling Parties and their counsel represent that neither they, nor any  
7 persons under their control, will encourage or otherwise influence any Class Members to  
8 object to the Settlement or the request for an award of Attorneys' Fees and Expenses.

9           **13.4.** Each of the attorneys executing this Stipulation, any of its exhibits, or any  
10 related settlement documents on behalf of any Settling Party hereto hereby warrants and  
11 represents that he or she has been duly empowered and authorized to do so by the Settling  
12 Party he or she represents.

13           **13.5.** Class Representative and Lead Counsel represent and warrant that none of  
14 Class Representative's or Class claims or causes of action against one or more Defendants  
15 in the Action, or referred to in this Stipulation, or that could have been alleged against one  
16 or more Defendants in the Action, have been assigned, encumbered or in any manner  
17 transferred in whole or in part.

18           **13.6.** Class Representative, Class Members, and Defendants, and their respective  
19 counsel, agree that they continue to be bound by the terms of the stipulated protective order  
20 entered by the Court in this Action on July 15, 2020 (the "Protective Order"). Pursuant to  
21 paragraph 22 of the Protective Order, the Parties agree that within sixty (60) calendar days  
22 from the Effective Date, each receiving party will return all Confidential Information to the  
23 producing party or destroy such material to the extent required under the Protective Order.

24           **13.7.** This Stipulation and its exhibits constitute the entire agreement between the  
25 Settling Parties and supersedes any prior agreements. No representations, warranties or  
26 inducements have been made to or relied upon by any Settling Party concerning this  
27 Stipulation, other than the representations, warranties and covenants expressly set forth  
28 herein.

1           **13.8.** This Stipulation may not be modified or amended, nor may any of its  
2 provisions be waived, except by a writing signed by all Settling Parties or their counsel or  
3 their respective successors in interest.

4           **13.9.** This Stipulation shall be binding upon, and shall inure to the benefit of, the  
5 Settling Parties and their respective agents, successors, executors, heirs, and assigns.

6           **13.10.** The Released Defendants' Parties who do not appear on the signature lines  
7 below, including but not limited to the Individual Defendants, are acknowledged and agreed  
8 to be third party beneficiaries of this Settlement and Stipulation and have the same rights to  
9 enforce this Settlement and Stipulation as the signatories hereto.

10           **13.11.** The headings herein are used for the purpose of convenience only and are not  
11 meant to have legal effect.

12           **13.12.** This Stipulation may be executed in any number of counterparts by any of  
13 the signatories hereto and the transmission of an original signature page electronically  
14 (including by facsimile or portable document format) shall constitute valid execution of the  
15 Stipulation as if all signatories hereto had executed the same document. Copies of this  
16 Stipulation executed in counterpart shall constitute one agreement.

17           **13.13.** This Stipulation, the Settlement, and any and all disputes arising out of or  
18 relating in any way to this Stipulation, whether in contract, tort or otherwise, shall be  
19 governed by and construed in accordance with the laws of the State of Arizona without  
20 regard to conflict of laws principles.

21           **13.14.** The Court shall retain jurisdiction with respect to the implementation and  
22 enforcement of the terms of this Stipulation, and all parties hereto submit to the jurisdiction  
23 of the Court for purposes of implementing and enforcing the Settlement embodied in this  
24 Stipulation.

25           **13.15.** The Stipulation shall not be construed more strictly against one Party than  
26 another merely by virtue of the fact that it, or any part of it, may have been prepared by  
27 counsel for one of the Settling Parties, it being recognized that it is the result of arm's-  
28



1 length negotiations between the Settling Parties, and all Settling Parties have contributed  
2 substantially and materially to the preparation of this Stipulation.

3 **13.16.** All agreements by, between or among the Settling Parties, their counsel and  
4 their other advisors as to the confidentiality of information exchanged between or among  
5 them shall remain in full force and effect, and shall survive the execution and any  
6 termination of this Stipulation and the final consummation of the Settlement, if finally  
7 consummated, without regard to any of the conditions of the Settlement.

8 **13.17.** The Settling Parties intend this settlement to be a final and complete  
9 resolution of all disputes between them with respect to the Action. The Settlement  
10 compromises claims which are contested and shall not be deemed an admission by any  
11 Settling Party as to the merits of any claim or defense. The Final Judgment or Alternative  
12 Judgment will contain a statement that during the course of the Action, the Parties and their  
13 respective counsel at all times complied with the requirements of Rule 11. The Settling  
14 Parties agree that the Action was resolved in good faith following arm's-length bargaining.

15 **13.18.** Any failure by any of the Settling Parties to insist upon the strict performance  
16 by any other Settling Party of any of the provisions of the Stipulation shall not be deemed  
17 a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such  
18 failure, shall have the right thereafter to insist upon the strict performance of any and all of  
19 the provisions of this Stipulation to be performed by the other Settling Parties to this  
20 Stipulation.

21 **13.19.** Whether or not the Stipulation is approved by the Court and whether or not  
22 the Settlement is consummated, or the Effective Date occurs, the Parties and their counsel  
23 shall use their best efforts to keep all negotiations, discussions, acts, agreements, drafts, and  
24 proceedings in connection with the Settlement and Stipulation confidential; provided,  
25 however, that this provision has no impact on Class Representative's rights to reference the  
26 mediation proceedings in general terms and/or the mediator in any motions or other filings  
27 made with the Court that pertain to the Settlement.

1           **13.20.** The waiver, express or implied, by any Settling Party of any breach or default  
2 by any other Settling Party in the performance by such Settling Party of its obligations under  
3 the Stipulation shall not be deemed or construed to be a waiver of any other breach, whether  
4 prior, subsequent, or contemporaneous, under this Stipulation.

5           **13.21.** All notices, requests, claims, and other communications hereunder shall be in  
6 writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii)  
7 when sent by email, delivery and read receipt requested, (iii) one (1) business day after  
8 being sent to the recipient by overnight courier service, or (iv) seven (7) business days after  
9 being mailed to the recipient by certified or registered mail, return receipt requested and  
10 postage prepaid, and addressed to the intended recipient as set forth below:

11           ***If to Class Representative or Lead Counsel:***

12                     Robert C. Finkel  
13                     Joshua W. Ruthizer  
14                     WOLF POPPER LLP  
15                     845 Third Avenue  
16                     New York, NY 10022  
17                     Telephone: (212) 759-4600  
18                     Email: rfinkel@wolfdpopper.com  
19                     Email: jruthizer@wolfdpopper.com

20           ***If to Defendants or Defendants' Counsel***

21                     Keith Eggleton  
22                     Dale Bish  
23                     Diane M. Walters  
24                     Wilson Sonsini Goodrich & Rosati  
25                     Professional Corporation  
26                     650 Page Mill Road  
27                     Palo Alto, CA 94304-1050  
28                     Telephone: (650) 493-9300  
29                     Facsimile: (650) 493-6811  
30                     Email: keggleton@wsgr.com  
31                     Email: dbish@wsgr.com  
32                     Email: dwalters@wsgr.com

33           **13.22.** Nothing in the Stipulation, or the negotiations relating thereto, is intended, or  
34 shall be deemed, to constitute a waiver of any applicable privilege or immunity, including,  
35 without limitation, attorney-client privilege, joint defense privilege, common interest, or  
36 work product protection.



1  
2 **WILSON SONSINI GOODRICH & ROSATI**

3 By: \_\_\_\_\_  
4 Keith E. Eggleton (admitted *Pro Hac Vice*)  
5 keggleton@wsgr.com  
6 Dale Bish  
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25 *Attorneys for Defendants*

**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Ronald L. Jackson, as Trustee Under	)	CASE NO. 2:18-cv-02914-ROS
Agreement Dated 01/05/2012 by Ronald L.	)	
Jackson, Individually, and on Behalf of All	)	<u>CLASS ACTION</u>
Others Similarly Situated,	)	
	)	<b>[PROPOSED] ORDER</b>
Plaintiff,	)	<b>GRANTING PRELIMINARY</b>
v.	)	<b>APPROVAL OF CLASS ACTION</b>
Microchip Technology Inc.; Steve Sanghi;	)	<b>SETTLEMENT AND</b>
Ganesh Moorthy; and J. Eric Bjornholt,	)	<b>APPROVING FORM AND</b>
	)	<b>MANNER OF NOTICE OF</b>
Defendants.	)	<b>SETTLEMENT</b>

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**EXHIBIT A**

WHEREAS, a securities class action captioned *Jackson v. Microchip Technology, Inc., et al.*, Case No. 18-cv-02914-ROS (the “Action”) is pending before this Court;

WHEREAS, Lead Plaintiff and Class Representative Ronald L. Jackson (“Lead Plaintiff”), on his own behalf and on behalf of the Class (defined below) and defendants Microchip Technology Incorporated (“Microchip” or the “Company”), Steve Sanghi, J. Eric Bjornholt, and Ganesh Moorthy (collectively, “Defendants”) have jointly entered, by and through their respective counsel, into a Settlement of the claims asserted in the Action, the terms of which are set forth in a Stipulation and Agreement of Settlement, dated March 7, 2022 (the “Stipulation”), subject to approval of the Court;

WHEREAS, Lead Plaintiff has made a motion pursuant to Rule 23(e) for an order preliminarily approving the Settlement of this Action, in accordance with the Stipulation, which, together with the Exhibits annexed thereto, sets forth the terms and conditions for the proposed Settlement and the dismissal of the Action with prejudice;

WHEREAS, the Court has reviewed and considered the Stipulation, the accompanying exhibits thereto, and the submissions made relating to Class Representative’s motion for preliminary approval of the proposed Settlement;

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

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2022 that:

1. All capitalized terms used in this Order that are not otherwise defined herein have the meanings defined in the Stipulation.

2. **The Class:** By Order entered February 22, 2021, the Court certified a Class consisting of: all persons who purchased or otherwise acquired Microchip common stock on a U.S. open market during the class period March 2, 2018 through August 9, 2018, both dates inclusive (the “Class Period”). Excluded from the Class, by definition, are: Defendants, the officers and directors of the Company during the Class Period (the “Excluded D&Os”), members of Defendants’ and Excluded D&Os’ immediate families, legal representatives, heirs, successors or assigns and any entity in which Defendants or

**EXHIBIT A**

the Excluded D&Os have or had a controlling interest. Also excluded from the Class are any persons or entities who timely and validly sought exclusion from the Class in connection with the Class Notices that previously were disseminated pursuant to the Court's Order dated August 10, 2021 and the legal representatives, heirs, successors, assigns, or affiliates of any excluded person ("Excluded Class Members"), as set forth in paragraph 1.24 of the Stipulation. A list of Excluded Class Members is attached to this Order as Annex 1.

3. **Preliminary Approval of the Settlement:** The Court has reviewed the Stipulation and does hereby preliminarily approve the Stipulation and the Settlement set forth therein as fair, reasonable and adequate, subject to further consideration at the Settlement Hearing. The Court preliminarily finds that the proposed Settlement should be approved as: (i) it is the result of arm's-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; (iv) there is no substantive deviation from the Class previously certified by the Court; and (v) warranting notice of the proposed Settlement to Class Members and further consideration of the Settlement at the Settlement Hearing described below.

4. **The Settlement Hearing:** A hearing (the "Settlement Hearing") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court at the Sandra Day O'Connor United States Courthouse, United States District Court for the District of Arizona, 401 West Washington Street, Phoenix, AZ, on \_\_\_\_\_, 2022, at \_\_:\_\_\_\_\_.m. for the following purposes:

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

(b) to determine whether the Final Judgment or Alternative Judgment ("Judgment"), as provided for by the Stipulation, should be entered;

(c) to determine whether the Plan of Allocation for the distribution of the proceeds of the Settlement is fair, reasonable, and adequate, and should be finally approved by the Court;

**EXHIBIT A**

(d) to consider Lead Counsel's motion for an award of Attorneys' Fees and Expenses and a Class Representative Service Award; and

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

5. The Court reserves the right to approve the Settlement with such modifications as may be agreed upon or consented to by the Parties and without further notice to the Class where doing so would not impair Class Members' rights in a manner inconsistent with Rule 23 and due process of law. The Court may enter the Judgment approving the Settlement regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or expenses.

6. The Court reserves the right to alter the time or the date of the Settlement Hearing without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may decide to hold the Settlement Hearing by telephone or video conference without further notice to the Class. Any change to the Settlement Hearing will be posted on the Court's docket and the Settlement Website ([www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com)). Any Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the Settlement Website for any change in date, time, or format of the hearing.

7. **Retention of Claims Administrator and Provision of Notice of Settlement:** The Court approves the retention of A.B. Data, Ltd., which it previously approved to administer the provision of the Class Notices, as the Claims Administrator and Settlement Notice Administrator.

8. The Court approves the form, substance, and requirements of the Settlement Notice Program to provide notice of the Settlement to the Class, including the Postcard Settlement Notice, the Summary Settlement Notice, the Longform Settlement Notice, Proof of Claim and Release form, and the Settlement Website, substantially in the forms annexed hereto as Exhibits A-1, A-2, A-3, and A-4. Notice of the Settlement and Settlement Hearing shall be given as follows:



## EXHIBIT A

(a) Not later than [date] [a date twenty-one (21) calendar days after the Court signs and enters this Preliminary Approval Order] (the “Settlement Notice Date”), the Claims Administrator shall mail, by first-class mail, postage prepaid, a copy of the Postcard Settlement Notice to each Class Member or Nominee who was previously mailed or forwarded the Class Notice or can otherwise be identified by reasonable effort. The Postcard Settlement Notice shall be substantially in the form attached hereto as Exhibit A-1.

(b) On or before the Settlement Notice Date, the Claims Administrator shall publish the Longform Settlement Notice and Proof of Claim and Release form in a form available for download (*i.e.*, .pdf) on the Settlement Website. In addition, the Claims Administrator shall mail or email a copy of the Longform Settlement Notice and Proof of Claim and Release form to any Class Member that requests one by phone, email, or mail. The Longform Settlement Notice and Proof of Claim and Release shall be substantially in the form attached hereto as Exhibits A-3 and A-4.

(c) Not later than [date] [a date 7 days after the Settlement Notice Date], the Claims Administrator shall publish the Summary Settlement Notice substantially in the form of Exhibit A-2 attached hereto once over *PR Newswire* or a similar wire service with similar reach.

(d) On or before the Settlement Notice Date, the Claims Administrator shall also post the following on the Settlement Website: the Stipulation; the Summary Settlement Notice; the deadlines for Class Members to submit Objections and Proof of Claim and Release forms; Class Representative’s motion for preliminary approval of the Settlement; and this Order.

9. As provided in the Stipulation, before the Effective Date, Class Counsel may fund the Notice and Administration Account and pay the Claims Administrator fees and costs associated with the Settlement Notice Program, the review of Proof of Claim and Release forms, and administration of the Settlement out of the Settlement Fund without further approval from Defendants and without further order of the Court.

**EXHIBIT A**

10. All fees, costs, and expenses incurred in notifying Class Members of the Settlement shall be paid from the Settlement Fund, and in no event shall any of the Defendants' Released Parties bear any responsibility or liability for such fees, costs, or expenses, except that Microchip, on behalf of Defendants, shall cause to be served a CAFA notice within ten (10) calendar days of the filing of the motion for preliminary approval and all costs associated with the CAFA notice shall be paid directly by Defendants and not from the Settlement Fund.

11. The form and content of the Settlement Notice Program described herein, and the methods set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

12. At least seven (7) calendar days prior to the Settlement Hearing, Class Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing of the Settlement Notices in accordance with the Settlement Notice Program.

13. **Participation in the Settlement:** In order to be eligible to receive a distribution from the Net Settlement Fund established by the Settlement, each Claimant shall take the following actions and be subject to the following conditions:

(a) Each Claimant shall be required to submit a Proof of Claim and Release form ("Proof of Claim") in paper form, substantially in the form of Exhibit A-4, or in electronic form, in accordance with the instructions for the submission of such Proof of Claim, and supported by such documents as are designated therein and in the Longform Settlement Notice, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Class Counsel, in their discretion, may deem acceptable;

## EXHIBIT A

(b) The executed Proof of Claim must be submitted to the Claims Administrator such that it is postmarked no later than 110 calendar days after the Settlement Notice Date. Such deadline may be further extended by Court order or by Class Counsel in their discretion. Provided that it is mailed by the claim-submission deadline, a Proof of Claim shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim forms shall be deemed to have been submitted on the date when actually received by the Claims Administrator. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund (unless by Order of the Court such Class Member's Proof of Claim is accepted), but shall in all other respects be bound by all of the terms of the Stipulation and the Settlement, including the terms of the Judgment, and the Releases provided for in the Stipulation, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any of the Released Defendants' Parties with respect to any Released Claims. Notwithstanding the foregoing, Class Counsel may, at its discretion, accept for processing late Proofs of Claim provided such acceptance does not delay the distribution of the Net Settlement Fund to the Class.

(c) The Proof of Claim submitted by each claimant must satisfy the following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator with such supervision by Class Counsel as necessary; (iii) if the

## EXHIBIT A

1 person executing the Proof of Claim is acting in a representative capacity, a  
2 certification of her current authority to act on behalf of the Class Member must be  
3 included in the Proof of Claim; and (iv) the Proof of Claim must be complete and  
4 contain no material deletions or modifications of any of the printed matter contained  
5 therein and must be signed under penalty of perjury.

6 (d) As part of the Proof of Claim, each claimant shall submit to the  
7 jurisdiction of the Court with respect to the claim submitted.

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

12 15. Any Member of the Class may appear at the Settlement Hearing and object if he,  
13 she, or it has any reason (a) why the proposed Settlement of the Action should not be approved  
14 as fair, reasonable and adequate, or why a judgment should not be entered thereon, (b) why the  
15 Plan of Allocation should not be approved as fair, reasonable and adequate, (c) why attorneys'  
16 fees, together with costs, charges and expenses should not be awarded to Lead Counsel, or (d)  
17 why an award to Lead Plaintiff for his service to the Class or pursuant to 15 U.S.C. §78u-4(a)(4)  
18 of his reasonable costs and expenses (including lost wages) directly relating to the  
19 representation of the Class should not be awarded; provided, however, that no Class Member  
20 or any other Person shall be heard at the Settlement Hearing or entitled to contest the approval  
21 of the terms and conditions of the proposed Settlement, or, if approved, the Judgment to be  
22 entered thereon approving the same, or the order approving the Plan of Allocation, or any  
23 attorneys' fees, together with costs and expenses to be awarded to Plaintiff's Counsel or any  
24 award to Lead Plaintiff, unless the Person objecting has filed said written objections and copies  
25 of any papers and briefs with the Clerk of the United States District Court for the District of  
26 Arizona and mailed copies thereof by first-class mail to Wolf Popper LLP, Attn: Joshua  
27 Ruthizer, 845 Third Avenue, New York, NY 10022 and Wilson Sonsini Goodrich & Rosati,  
28 P.C., Attn: Keith Eggleton, 650 Page Mill Road, Palo Alto, CA 94304, such that they are

**EXHIBIT A**

received no later than [date] [a date twenty-one (21) calendar days prior to the Settlement Hearing].

Any such objection must: (a) clearly indicate the objector's name, mailing address, daytime telephone number and email address; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, request for an award of Attorneys' Fees and Expenses, or request for a Class Representative Service Award, in *Jackson v. Microchip Technology Inc.*, No. 2:18-cv-02914-ROS (D. Ariz.); (c) specify the reason(s), if any, for the objection, including any legal support for such objection; (d) state the number of shares of Microchip common stock purchased and sold during the Class Period; (e) list the date(s) and price(s) of Microchip common stock purchased and sold during the Class Period; and (f) provide written documentation (whether from the objector's bank, broker or otherwise) of such trading. In order to be considered, an objection also must be signed personally by the Class Member making the objection.

Any Member of the Class who does not make his, her, or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness or adequacy of the proposed Settlement as incorporated in the Stipulation, to the Plan of Allocation, or to the award of fees, costs, charges and expenses to Plaintiff's Counsel or Lead Plaintiff, unless otherwise ordered by the Court. Attendance at the Settlement Hearing is not necessary. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of fees, costs, charges and expenses are required to indicate in their written objection their intention to appear at the hearing and to include in their written objections the identity of any witnesses they may call to testify and copies of any exhibits they intend to introduce into evidence at the Settlement Hearing. Any Class Member who does not serve notice of his, her, or its intent to appear at the Settlement Hearing pursuant to this paragraph shall not be permitted to appear at the Settlement Hearing to raise any objections. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

**EXHIBIT A**

1           16. All Class Members (except Excluded Class Members) shall be bound by all  
2 determinations and judgments in the Action concerning the Settlement, including, but not  
3 limited to, the Releases provided for therein, whether favorable or unfavorable to the Class,  
4 regardless of whether such Persons seek or obtain by any means, including, without limitation,  
5 by submitting a Proof of Claim and Release or any similar document, any distribution from  
6 the Settlement Fund or the Net Settlement Fund.

7           17. **Supporting Papers:** All papers in support of the Settlement, Plan of  
8 Allocation, and Class Counsel's request for an award of attorneys' fees and expenses shall  
9 be filed with the Court and served on or before thirty-five (35) calendar days before the  
10 Settlement Hearing. Any reply papers are to be filed with the Court and served no later  
11 than seven (7) calendar days before the Settlement Hearing.

12           18. **Appointment of Escrow Agent and Escrow Funds:** The Court approves  
13 the appointment of Huntington Bank as the Escrow Agent to manage and administer the  
14 Settlement Fund for the benefit of the Class.

15           19. The passage of title and ownership of the Settlement Fund to the Escrow  
16 Agent in accordance with the terms and obligations of the Stipulation is approved. No  
17 person who is not a Class Member or Plaintiff's Counsel shall have any right to any portion  
18 of, or to any distribution of, the Settlement Fund unless otherwise ordered by the Court or  
19 otherwise provided in the Stipulation.

20           20. All funds held in escrow shall be deemed and considered to be in *custodia*  
21 *legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time  
22 as such funds shall be disbursed pursuant to the Stipulation and/or further order of the  
23 Court.

24           21. **Plan of Allocation, Plaintiff's Attorneys' Fees and Expenses, and Class**  
25 **Representative Service Award:** At or after the Settlement Hearing, the Court shall  
26 determine whether the Plan of Allocation proposed by Class Counsel, and any application for  
27 attorneys' fees, costs, charges and expenses and a Class Representative Service Award,  
28 should be approved. The Court reserves the right to enter the Judgment approving the

**EXHIBIT A**

Settlement regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and/or costs, charges, expenses, or a Class Representative Service Award.

22. Neither Defendants nor their counsel shall have any responsibility for the Plan of Allocation or any application for attorney's fees or expenses or Class Representative Service Award submitted by Class Counsel or Class Representative, and such matters will be considered by the Court separately from the fairness, reasonableness, and adequacy of the Settlement.

23. **Use of this Order:** Neither this Order nor the Stipulation, nor any of their respective terms or provisions, nor any of the negotiations, discussions, proceedings connected with them, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement or this Order may be construed (a) as an admission or concession by the Defendants or the Released Defendants' Parties of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind, or offered or received in evidence, or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or administrative, in any court, administrative agency, or other tribunal, except in connection with any proceeding to enforce the terms of the Stipulation or this Order, or (b) against Lead Plaintiff or the Class to argue that any of their claims are without merit. Lead Plaintiff and the Released Plaintiff's Parties and Defendants and the Released Defendants' Parties and each of their counsel may file the Stipulation, and/or this Order and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

24. **Termination of Settlement:** If the Settlement fails to become effective as defined in the Stipulation or is terminated, then, in any such event, the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Preliminary Approval Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any

**EXHIBIT A**

1 actions or proceedings by any person or entity against the Parties, and the Parties shall be  
2 deemed to have reverted to their respective litigation positions in the Action as of January  
3 25, 2022.

4 25. The Court retains exclusive jurisdiction over the Action to consider all  
5 further matters arising out of or connected with the Settlement.



**EXHIBIT A****ANNEX 1****LIST OF PERSONS EXCLUDED FROM THE CLASS**

<b>Name</b>	<b>City, State, Zip</b>
Darold Duerr Estate - James Fankhauser Executor	Renwick, IA 50577
Yvonne Davis	Memphis, TN 38111
Carol Billings	Ann Arbor, MI 48103
Karen Adams	Indian Trail, NC 28079
Susan Waits	Woodstock, GA 30188
Nina Marie Van Diver	Carrollton, KY 41008
Patricia Veit	Sawyer, MI 49125
Eugene S. Hearl	Richlands, VA 24641
Rex R. Saylor and Nila R. Saylor	Mountain Home, AR 72653
Claude T. Lewis	Lake Oswego, OR 97035
Diane Schwartz	Los Angeles, CA 90034
Thomas Duritsa	Independence, IA 50644
Patricia A. Scholle	Saint Charles, MO 63301
Robert Sorenson and Jean Sorenson	Nekoosa, WI 54457
John J. Murray Jr. TTEE and Constance M. Murray TTEE; U/A DTD 11/29/2018	Simpsonville, SC 29680
Linda G. Hamm	Pottsville, AR 72858
Roxanne Nina Spencer	Hawthorne, FL 32640
Fnu Naveena	San Jose, CA 95124
Linda Kennedy	Bothell, WA 98012
Della May Moulson	Hennessey, OK 73742
Mariam L. Foss	Clifton, CO 81520
Carroll B. Lindenman and Kristina S. Lindenman	New Braunfels, TX 78132
Leigh A. Twa and Deborah C. Twa	Seymour, MO 65746

**EXHIBIT A**

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ANNEX 1	
LIST OF PERSONS EXCLUDED FROM THE CLASS	
Name	City, State, Zip
James M. Richardson and Mary Ellen Richardson	Great Falls, VA 22066
Karen Downey	Montpelier, VA 23192
Anne M. Pahl	Dewey, AZ 86327
Carol J. Wire	Fort Wayne, IN 46807
Gianna Bolla’s Education Trust – Charles Bolla and Mary E. Bolla Trustees	Riverside, CA 92508
Raymond A. Stevenor’s Estate – Claudia M. Clontz Executor and Trustee	Haymarket, VA 20169
Nordea Bank S.A.	L-1855 Luxembourg

**EXHIBIT A-1**

**Court-Ordered Legal Notice of  
Proposed Class Action Settlement**

United States District Court for the District of Arizona  
JACKSON v. MICROCHIP TECH., INC., Case No. 2:18-cv-  
02914- ROS

To: All persons who purchased or otherwise acquired  
Microchip Technology, Inc. ("Microchip") common stock  
on a U.S. open market during the class period March 2,  
2018, through August 9, 2018, both dates inclusive (the  
"Class").

IMPORTANT NOTICE ABOUT A SECURITIES CLASS  
ACTION SETTLEMENT

YOU MAY BE ENTITLED TO A **CASH** PAYMENT.

PLEASE READ THIS NOTICE CAREFULLY.

Capitalized terms used in this notice that are not otherwise  
defined are defined in the Stipulation of Settlement, available  
at [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).

Microchip Technology  
Securities Litigation  
c/o A.B. Data, Ltd.

P.O. Box 173050

Milwaukee, WI 53217

Toll-Free Number: 877-888-4851

Website: [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com)

Email: [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com)

NOTICE NUMBER «NoticelD»  
NoticelD

Postal Service: Please Do Not Mark or Cover Barcode

[NAME1]  
[ADDR1]  
[CITY] [ST] [ZIP]  
[COUNTRY]

PRESORTED  
FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
MILWAUKEE, WI  
PERMIT NO. 3780

There has been a proposed Settlement in the class action *Jackson v. Microchip Technology, Inc.*, No. 2:18-cv-02914-ROS ("Litigation") pending in the U.S. District Court for the District of Arizona ("Court"). The Settlement would resolve the Litigation, in which Plaintiff alleges that Microchip and certain of its officers ("Defendants") violated federal securities laws by making false and misleading statements between March 2, 2018, and August 9, 2018 ("Class Period"), related to Microchip's acquisition of Microsemi Corp. Defendants expressly deny all allegations of wrongdoing or liability whatsoever, and this notice expresses no opinion by the Court as to the Litigation's merits.

This Postcard Settlement Notice ("Postcard") provides only limited information about the Settlement. For more information, review the full Longform Notice of Settlement of Class Action ("Notice"), which can be obtained from [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com) ("Settlement Website"), or by contacting the Administrator at [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com), 877-888-4851 (toll free), or by mail at the address on the front of this Postcard.

You were sent this Postcard because you or someone in your family may have purchased or otherwise acquired Microchip common stock during the Class Period.

**What is the Proposed Settlement?** Defendants have agreed to pay a Settlement Amount of \$9,000,000. The proposed Settlement provides that the Settlement Amount, after deduction of any Court-approved attorneys' fees and expenses, notice and administration costs, taxes, and any Court-approved award to Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4) for his costs and expenses (including lost wages) directly relating to his representation of the Class ("Plaintiff Award"), is to be divided among all Class Members who submit a valid Claim Form, in exchange for the settlement of this Litigation and the Releases by Class Members of claims related to this case. **For all details of the Settlement, read the Stipulation and Notice, available at the Settlement Website.**

**To qualify for payment, you must submit a Claim Form.** The Claim Form can be downloaded from the Settlement Website, or will be mailed to you upon request to the Claims Administrator. **To be valid, Claim Forms must be postmarked by \_\_\_\_\_, 2022.**

**What if I requested exclusion from the Class?** The deadline to request exclusion from the Class was November 2, 2021. A list of requests for exclusion that were received by the Claims Administrator and accepted by the Court can be found on the Settlement Website. If you submitted a request for exclusion that was accepted by the Court, do not submit a Claim Form. You are not a Class Member, and your Claim Form will be rejected.

**What is my estimated recovery?** Your share of the Settlement proceeds will depend on the size and timing of your transactions in Microchip common stock, and will be determined *pro rata* based on the number of claims submitted.

**Court Settlement Hearing.** The Court will hold a hearing on this case on \_\_\_\_\_, 2022 at \_\_\_\_\_ to consider whether (1) the Court should approve: (a) the proposed Settlement as fair, reasonable, and adequate; (b) the Plan of Allocation of Settlement proceeds as fair, reasonable, and adequate; (c) the request by the lawyers representing the Class for up to 25% of the Settlement Fund in attorneys' fees, plus actual expenses of up to \$800,000; (d) the request for a Plaintiff Award of up to \$15,000; and (2) the Court should enter the Final Judgment or Alternative Judgment dismissing the Litigation with prejudice. You may attend the hearing and ask to be heard by the Court, but you do not have to. If you wish to object to the terms of the Settlement or the requests for attorneys' fees and expenses or the Plaintiff Award, **your objection must be in writing pursuant to the requirements in the Notice, and be received by \_\_\_\_\_, 2022.**

**Want more information?** Go to the Settlement Website or call or email the Administrator at the contact information listed above and on the front of this Postcard, or contact Class Counsel at the contact information in the Notice. Please do not contact the Court, Defendants, or their counsel with questions.

**Special Notice to Nominees.** If you hold Microchip common stock pursuant to a transaction that took place on a U.S. exchange within the Class Period as nominee for a beneficial owner, then you must, within ten (10) days of receipt of this Postcard, either: (1) send a copy of this Postcard by first-class mail to all such persons or entities; or (2) provide a list of the names and addresses of such persons or entities to the Administrator at the address provided on page \_\_\_\_ of the Notice. More information about this requirement is available on page \_\_\_\_ of the Notice.

**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Ronald L. Jackson, as Trustee Under Agreement  
Dated 01/05/2012 by Ronald L. Jackson,  
Individually, and on Behalf of All Others  
Similarly Situated,

Plaintiff,

v.

Microchip Technology Inc.; Steve Sanghi; Ganesh  
Moorthy; and J. Eric Bjornholt.,

Defendants.

**Case No. 2:18-cv-02914- ROS**

**SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

**To: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED MICROCHIP TECHNOLOGY, INC. COMMON STOCK ON A U.S. OPEN MARKET DURING THE CLASS PERIOD MARCH 2, 2018, THROUGH AUGUST 9, 2018, BOTH DATES INCLUSIVE:**

There has been a proposed Settlement of the class action titled *Jackson v. Microchip Technology, Inc.*, No. 2:18-cv-02914-ROS (“Litigation”) pending in the U.S. District Court for the District of Arizona (“Court”).

A hearing will be held at \_\_\_\_\_ on \_\_\_\_\_, 2022, before the Honorable Roslyn O. Silver at the United States District Court for the District of Arizona, Sandra Day O’Connor U.S. Courthouse, 401 West Washington Street, Phoenix, AZ 85003-2158, to determine whether (1) the proposed Settlement of the Litigation for the sum of \$9,000,000 should be approved by the Court as fair, reasonable, and adequate; (2) the Court should approve the Plan of Allocation of Settlement proceeds as fair, reasonable, and adequate; (3) Lead Counsel should be awarded up to \$2,250,000 in attorneys’ fees (25% of the \$9,000,000 Settlement Amount) and reimbursed for up to \$800,000 of litigation expenses, (4) Lead Plaintiff should receive an award for his services to the Class and/or

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pursuant to 15 U.S.C. § 78u-4(a)(4) for his costs and expenses (including lost wages) directly relating to its representation of the Class in an amount not to exceed \$15,000; and (5) the Court should enter the Final Judgment (or, if applicable, Alternative Judgment) dismissing the Litigation with prejudice. The Court may change the hearing date, or order that it be held by telephonic or video conference, without further notice to the Class. However, any changes will be posted on the Settlement Website: [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).

If you purchased or otherwise acquired Microchip common stock on a U.S. open market between March 2, 2018 and August 9, 2018, inclusive, your rights may be affected by this Settlement. You may obtain, free of charge, a detailed Longform Notice of Proposed Class Action Settlement (the “Notice”) and a copy of the Proof of Claim and Release form on the Settlement Website, or by contacting the Claims Administrator at 877-888-4851 (toll-free), at [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com), or at Microchip Technology Securities Litigation, c/o A.B. Data, Ltd., P.O. Box 173050, Milwaukee, WI 53217. All capitalized terms not defined herein are defined in the Notice.

If you are a Class Member and wish to share in the Settlement proceeds, you must complete and submit a Proof of Claim and Release form and required supporting documentation to the Claims Administrator establishing that you are entitled to recovery so that it is **postmarked by \_\_\_\_\_, 2022**. If you fail to submit a valid Proof of Claim and Release form and supporting documentation by this deadline in accordance with the instructions in the form and Notice, you will not recover from the Net Settlement Fund, but you will nevertheless be bound by the Settlement and releases provided for therein and by the Court’s Final Judgment dismissing the Litigation with prejudice. If you are a Member of the Class and did not timely and validly request exclusion from the Class in accordance with the requirements set forth in the Notice of Pendency of Class Action that previously was disseminated, you will be bound by the Settlement and any judgment and releases entered in the Litigation, including, but not limited to, the final Judgment dismissing the Litigation with prejudice and the release of the Released Claims, whether or not you submit a Proof of Claim and Release form.

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The deadline to request exclusion from the Class was November 2, 2021. A list of requests for exclusion that were received by the Claims Administrator and accepted by the Court can be found on the Settlement Website. If you submitted a request for exclusion that was accepted by the Court, do not submit a Claim Form. You are not a Class Member, and your Claim Form will be rejected.

If you are a Class Member and wish to object to any aspect of the Settlement, the Plan of Allocation, the Lead Plaintiff service award, or Lead Counsel's Attorneys' Fees and Expenses Application, you must submit your written objection in the manner set forth in the Notice so that it is **received** no later than \_\_\_\_\_, 2022. Only Class Members who have submitted valid and timely written objections and provided notice of their intent to appear in accordance with the instructions in the Notice will be entitled to be heard at the hearing on \_\_\_\_\_, 2022.

Inquiries, other than requests for the Notice, may be made to Lead Counsel for the Class at Wolf Popper LLP, 845 Third Avenue, New York, New York 10022, Tel.: (212) 759-4600.

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

DATED: \_\_\_\_\_, 2022

BY ORDER OF THE COURT

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Ronald L. Jackson, as Trustee Under Agreement Dated 01/05/2012 by  
Ronald L. Jackson, Individually, and on Behalf of All Others Similarly  
Situated,

Plaintiff,

v.

Microchip Technology Inc.; Steve Sanghi; Ganesh Moorthy; and J. Eric  
Bjornholt,

Defendants.

Case No. 2:18-cv-02914-ROS

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT<sup>1</sup>**

**If you purchased or otherwise acquired Microchip Technology Inc. (“Microchip”) common stock on a U.S. open market between March 2, 2018, and August 9, 2018, inclusive (the “Class Period”), and are not otherwise excluded from the Class (see Question 6 below) you could receive a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- This Longform Notice of Proposed Class Action Settlement (the “Longform Settlement Notice”) is given pursuant to an order issued by the United States District Court for the District of Arizona (the “Court”). This Longform Settlement Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (the “Litigation”) for \$9,000,000 in cash (the “Settlement”) and the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation by and between Lead Plaintiff Ronald Jackson (“Lead Plaintiff”) and the Class (defined herein), on the one hand, and defendants Microchip Technology Incorporated (“Microchip,” or the “Company”), Steve Sanghi, Ganesh Moorthy, and J. Eric Bjornholt (collectively, “Defendants”), on the other hand.
- The Settlement resolves a lawsuit in which Lead Plaintiff alleged that Defendants disseminated materially false or misleading statements or omissions concerning Microchip’s acquisition of Microsemi Corporation (“Microsemi”) during the Class Period. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them, and deny that Lead Plaintiff and the Class suffered any damages.
- On February 22, 2021, the Court issued an order that certified the Litigation as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. Notice of pendency of the class action (the “Class Notice”) was disseminated to Class Members in August and September 2021. The deadline for Class Members to request exclusion from this class action was November 2, 2021.
- This Longform Settlement Notice is intended to inform you of the proposed Settlement and what steps you may take in relation to it. This Longform Settlement Notice is different than the Class Notice you previously received advising you of the pendency of this Litigation. This Longform Settlement Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or that the Defendants engaged in any wrongdoing.
- Lead Plaintiff estimates that 24,418,150 shares of Microchip common stock are eligible under the Plan of Allocation (described below). If claims are submitted for all of these shares, the estimated distribution per share will be approximately \$0.37 per share *before* deduction of Court-approved administrative costs, any award to Lead Plaintiff, pursuant to 15 U.S.C. § 78u-4(a)(4), of his costs and expenses (including lost wages) directly relating to the representation of the Class, and any attorneys’ fees and expenses awarded to Lead Counsel for their representation of the Class. **Class Members should note, however, that these are only estimates.** A Class Member’s actual recovery will be a proportion of the Net Settlement Fund determined by that claimant’s claims as compared to the total claims of all Class Members who submit acceptable Proofs of Claim and Release forms. An individual Class Member may receive more or less than these estimated average amounts. *See* Plan of Allocation set forth and discussed at pages \_\_\_\_ below for more information on the calculation of your claim.
- The Parties disagree on both liability and damages and do not agree on the amount of damages per security, if any, that would be recoverable if Lead Plaintiff were to prevail in the Litigation. Defendants deny that they are liable to the Class and deny that the Class has suffered any

<sup>1</sup> This Settlement Notice incorporates by reference the definitions in the Stipulation of Settlement dated March 7, 2022 (the “Stipulation”). All capitalized terms used, but not defined herein, shall have the same meaning as in the Stipulation. The Stipulation can be obtained at [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).



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injury or damages.

- Lead Counsel have litigated this matter on a contingent basis and advanced all expenses incurred on behalf of the Class. They will ask the Court for attorneys' fees of \$2,250,000 (25% of the Settlement Fund) and reimbursement for expenses of up to \$800,000 for their work litigating the case and negotiating the Settlement, and an award to Lead Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4) of his costs and expenses (including lost wages) directly relating to the representation of the Class in an amount not to exceed \$15,000. If approved, these amounts will be deducted from the \$9,000,000 settlement (totaling \$0.13 per share assuming claims are submitted based on 24,418,150 shares).
- After deducting for any attorneys' fees and expenses and administration costs, the estimated average recovery from the Settlement is \$0.24 per share (assuming claims are submitted on behalf of 24,418,150 shares).
- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Your legal rights are affected whether you act or don't act. Read this Longform Settlement Notice carefully.**

<b><u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u></b>	
<b>SUBMIT A PROOF OF CLAIM AND RELEASE FORM, <u>POSTMARKED NO LATER THAN</u> _____, 2022</b>	The only way to get a payment if you have a Recognized Loss.
<b>OBJECT TO THE SETTLEMENT OR ANY RELATED ASPECT, <u>RECEIVED NO LATER THAN</u> _____, 2022</b>	Write to the Court about why you do not like the Settlement. You may, but are not required to, appear at the Final Settlement Hearing.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up all legal rights relating to the claims at issue in the Litigation. You will still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendants' Parties about the claims being resolved and released by this Settlement, and you will be bound by any judgments or orders entered by the Court in the Litigation, including the Final Judgment or Alternative Judgment dismissing the Litigation with prejudice.

For more information, you may contact the Claims Administrator or Lead Counsel:

Lead Counsel: WOLF POPPER LLP  
845 Third Avenue, New York, New York 10022  
Tel: (212) 759-4600; fax: (212) 486-2093

Claims Administrator: *Microchip Technology Securities Litigation*  
*c/o A.B. Data, Ltd.*  
*P.O. Box 173050*  
*Milwaukee, WI 53217*  
*Toll-Free Number: 877-888-4851*  
*Website: [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com)*  
*Email: [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com)*

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QUESTIONS? CALL (877) 888-4851 OR VISIT [WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM](http://WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM).

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## BASIC INFORMATION

### 1. Why did I get this Settlement Notice package?

You or someone in your family may have purchased or otherwise acquired Microchip common stock during the Class Period. The Court directed that this Settlement Notice be sent to Class Members because they have a right to know about a proposed settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and any appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

### 2. What is this lawsuit about?

This is a class action against Defendants Microchip and Steve Sanghi, Ganesh Moorthy, and J Eric Bjornholt (Microchip's Chief Executive Officer and Chairman of the Board, Chief Operating Officer, and Chief Financial Officer, respectively, during the Class Period) for alleged violations of federal securities laws, specifically Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, 15 U.S.C. §§ 78j, 78t (the "Exchange Act") and U.S. Securities and Exchange Commission Rule 10b-5 promulgated thereunder (17 CFR § 240.10b-517).

The Court in charge of the case is the United States District Court for the District of Arizona, and the case is titled *Ronald L. Jackson, as Trustee under Agreement Dated 01/05/2012 by Ronald L. Jackson, Individually, and on Behalf of All Others Similarly Situated v. Microchip Technology Inc., et al.*, No. 2:18-cv-02914-ROS (the "Litigation"). The Litigation was initially assigned to United States District Judge John J. Tuchi. On April 22, 2021, the Litigation was re-assigned to Senior United States District Roslyn O. Silver. Judge Silver is currently overseeing the Litigation.

On December 11, 2018, the Court appointed Ronald J. Jackson as "Lead Plaintiff" under the Private Securities Litigation Reform Act of 1995.

Lead Plaintiff's Amended Complaint for Violation of the Federal Securities Laws (the "Complaint"), filed on February 22, 2019, alleges that Defendants made materially false or misleading statements or omissions during the Class Period related to Microchip's acquisition of Microsemi. Among other things, the Complaint alleges that Defendants knew, or were deliberately reckless in not knowing, that Microsemi had higher inventory levels in its product distribution channel than what Defendants believed were appropriate, and that Defendants' statements concerning the combined company's expected revenue figures, cash flow, and net debt leverage were materially false or

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misleading.

The Complaint alleges that, after the market for Microchip common stock closed on August 9, 2018, Defendants disclosed, among other things, that they had “found that Microsemi management was extremely aggressive in shipping inventory into the distribution channel,” and, Microchip had “shipped close to \$100 million less in the month of June than Microsemi ex-management would have shipped,” representing “nearly half the inventory correction,” and that Defendants “expect[ed] to achieve the balance of the distribution inventory correction in the next two quarters and nearly complete the correction by the end of this calendar year.” The Complaint alleges that Defendants’ disclosures on August 9, 2018 revealed to the market the truth concerning Defendants’ allegedly materially false and misleading statements during the Class Period, and as a result of these disclosures, on August 10, 2018, Microchip common stock fell \$10.67, or 10.9%, per share. Lead Plaintiff seeks to recover money and other relief for the Class.

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

The Court has not decided whether Defendants or Lead Plaintiff are correct. By ordering that this Notice be issued, the Court is not suggesting that Lead Plaintiff will win or lose this case. The Litigation is ongoing.

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

In a class action, one or more people called “Class Representatives” (in this case, Ronald Jackson) sue on behalf of people who have similar claims. All persons with similar claims are called a “class” or “class members.” Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might be economically too small to bring in individual actions. One Court resolves the issues for all class members, except for those who exclude themselves from the class. The Court certified the Class in this Litigation on February 21, 2021.

### 4. Why is there a Settlement?

The Court did not decide in favor of Lead Plaintiff or Defendants. Instead, the lawyers for both sides have negotiated a Settlement with the aid of a professional mediator that they believe is in the best interests of their respective clients. The Settlement allows both sides to avoid the risks and cost of lengthy and uncertain litigation, trial, and appeals, and permits Class Members to participate in the proposed Settlement, and sooner than if the case had proceeded through trial and appeals.

**Lead Plaintiff’s Reasons for Settlement:** Lead Plaintiff’s Complaint alleged that Defendants made 53 statements or omissions that were materially false or misleading in violation of the Exchange Act. On March 11, 2020, the Court issued an Order granting in part and denying in part Defendants’ motion to dismiss the Complaint. In that Order, the Court denied Defendants’ motion to dismiss with respect to 13 of the 53 alleged false or misleading statements or omissions, finding that Lead Plaintiff had sufficiently alleged falsity and scienter at the pleading stage. The Court dismissed claims premised on the remaining false statements or omissions, finding that they were forward looking and protected by the Private Securities Litigation Reform Act (“PSLRA”) safe harbor, non-actionable puffery, or of a general nature and not misleading, and therefore not actionable under the Exchange Act.

In order to succeed at trial, Lead Plaintiff would have to prove, among other things, all essential elements of a violation of Section 10(b) of the Exchange Act and Rule 10b-5 with respect to the remaining 13 false statements or omissions, including that (a) the alleged false statements or omissions were materially false or misleading; (b) Defendants acted with actual knowledge or deliberate recklessness (*i.e.* scienter) when making the statements or omissions; (c) Defendants’ disclosure on August 9, 2018 concerning Microsemi caused damages to Microchip investors.

Lead Plaintiff anticipates that at the summary judgment stage and at trial, Defendants would seek to prove that Lead Plaintiff and the Class were not damaged by any violation of the Exchange Act, including that the alleged statements or omissions were not materially false or misleading, that Defendants did not act with the required scienter, and that the disclosure on August 9, 2018 did not cause Microchip investors damages (or that actual damages were significantly less than any damages claimed by Lead Plaintiff).

Lead Plaintiff believes that he would be successful at summary judgment and at trial. However, there is a risk that the Defendants would be partially or fully successful at summary judgment or at trial in proving that the remaining 13 false statements or omissions were not materially false or misleading or were not made with the requisite scienter, that Defendants would be successful in proving that the Class was not damaged or that damages were significantly less than what Lead Plaintiff claims, or that Defendants would appeal the Court’s decisions in favor of Lead Plaintiff to the Ninth Circuit Court of Appeals, injecting further delay and risk in this litigation. Accordingly, and as explained below, Lead Plaintiff and Lead Counsel think that the Settlement is best for all Class Members.

**Defendants’ Denial of Wrongdoing and Liability:** Defendants are entering into this Settlement solely to avoid the burden, inconvenience, and expense associated with continuing the Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, and/or omissions alleged in the Litigation. Defendants also have denied and continue to deny the allegations that Lead Plaintiff or Class Members have suffered damage or were otherwise harmed by the conduct alleged in the Litigation. Defendants have asserted and continue to assert that, at all times, they acted in good faith and in a manner reasonably believed to be in accordance with all applicable rules, regulations and laws. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

QUESTIONS? CALL (877) 888-4851 OR VISIT [WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM](http://WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM).

**WHO IS PART OF THE SETTLEMENT?**

**5. How do I know if I am a Class Member and part of the Settlement?**

On February 22, 2021, the Court entered an order certifying the following plaintiff class (the “Class”)

All persons who purchased or otherwise acquired Microchip Technology, Inc. (“Microchip”) common stock on a U.S. open market during the class period March 2, 2018, through August 9, 2018, both dates inclusive (the “Class Period”). Excluded from the Class are defendants in this Litigation, Microchip, Steve Sanghi, Ganesh Moorthy, and J. Eric Bjornholt (collectively, “Defendants”), the officers and directors of the Company during the Class Period (the “Excluded D&Os”), members of Defendants’ and Excluded D&Os’ immediate families, legal representatives, heirs, successors, or assigns, and any entity in which Defendants or the Excluded D&Os have or had a controlling interest.

The Court also appointed Lead Plaintiff’s counsel Wolf Popper LLP as Class Counsel and Bonnett, Fairbourn, Friedman & Balint, P.C. as Liaison Counsel.

On August 10, 2021, the Court entered an order approving the Parties proposed form and procedure to disseminate notice of the class certification order to potential Class Members. Notice of the class certification Order and of Class members’ rights to request exclusion from the Class was disseminated to potential Class Members starting in August and September 2021 through publication of the Summary Class Notice on *PR Newswire*, mailing of a Postcard Class Notice to Potential Class Members and their Nominees, and a Class Notice Website that contained copies of the full Longform Class Notice available for download in PDF format. The Summary Class Notice and Postcard Class Notice directed potential Class members to the Settlement Website and the Longform Class Notice. In addition, copies of the Longform Class Notice were available to potential Class Members by contacting the Notice Administrator at the phone number, mailing address, or email provided in the Summary Class Notice, the Postcard Class Notice, and Settlement Website.

The deadline for Class Members to request exclusion from the Class was November 2, 2021. A list of requests for exclusion received by the Claims Administrator and accepted by the Court can be found on the Settlement Website, [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).

Everyone who is a Class Member and did not request exclusion from the Class by November 2, 2021 pursuant to the instructions in the Longform Class Notice is a part of the Settlement.

If one of the mutual funds in which you are invested purchased or otherwise acquired Microchip common stock during the Class Period, that does not make you a Class Member. You are a Class Member only if you purchased or otherwise acquired Microchip common stock on a U.S. open market during the Class Period. Contact your broker to see if you fall within the definition of a Class Member.

If you **sold** but did not purchase or otherwise acquire Microchip common stock during the Class Period, you are not a Class Member. You are a Class Member only if you **purchased or otherwise acquired** Microchip common stock on a U.S. open market during the Class Period.

**6. Are there exceptions to being included?**

Yes. Excluded from the Class and the Settlement are Defendants; the officers, directors, and employees of Microchip during the Class Period (the Excluded D&Os); members of the Defendants’ and Excluded D&Os’ immediate families, legal representatives, heirs, successors, or assigns, and any entity in which Defendants or the Excluded D&Os have or had a controlling interest.

Also excluded from the Class and the Settlement are those Persons who timely and validly requested exclusion from the Class in accordance with the instructions provided in the Longform Class Notice.

**7. What if I am 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 by writing to the address provided on p. \_\_\_\_ above for more information or calling Lead Counsel at the telephone number provided on p. \_\_\_\_ above.

**WHAT ARE THE SETTLEMENT BENEFITS?**

**8. What does the Settlement provide?**

Defendants have agreed to pay, or cause to be paid, \$9,000,000 in cash (the “Settlement Amount”). The Settlement Amount, plus interest earned from the date it is established (the “Settlement Fund”), less costs, fees, and expenses (the “Net Settlement Fund”), will be divided among all eligible Class Members who send in valid and timely Proof of Claim and Release forms (“Authorized Claimants”). Costs, fees, and expenses include Court-approved Attorneys’ Fees and Expenses; certain Notice and Administration Costs, including the costs of printing and mailing the Postcard Settlement Notice and this Longform Settlement Notice, the cost of publishing the Summary Settlement Notice, and the costs of claims administration; Taxes and Tax Expenses on the Settlement Amount; and any Court-approved award to Lead Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4), of his costs and expenses (including lost wages) directly relating to the representation of the Class in an amount not to exceed \$15,000.

In return, the Parties have agreed to dismiss the Litigation and Lead Plaintiff and all Class Members who did not exclude themselves from the Class agree to release, relinquish, and discharge all Released Claims against (i) each Defendant; (ii) each of their respective family

QUESTIONS? CALL (877) 888-4851 OR VISIT [WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM](http://WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM).

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members (for individuals) and each of their direct or indirect parent entities, subsidiaries, and related entities and affiliates (including Microsemi); and (iii) for any of the entities listed in parts (i) or (ii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trusts, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such (collectively, the “Released Defendants’ Parties”), whether or not Class Members execute and deliver Proof of Claim and Release forms. Further information concerning the Released Claims is available at page \_\_\_ below and in the Stipulation, available from the Settlement Website.

### PLAN OF ALLOCATION

#### **9. How will the Settlement be allocated among Class Members?**

If the Settlement becomes Effective, the Net Settlement Fund will be distributed to the Class according to a Plan of Allocation to be approved by the Court. As discussed above, the Settlement provides \$9,000,000 in cash for the benefit of the Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved Attorneys’ Fees and Expenses, Notice and Administration Costs, Taxes and Tax Expenses, any Court-approved award to Lead Plaintiff, and any other fees or expenses approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants—i.e., members of the Class who timely submit valid Proof of Claim and Release forms that are accepted for payment by the Court—in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website, [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).

The objective of the Plan of Allocation is to distribute the Settlement proceeds equitably among those Class Members who allegedly suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund.

The Plan of Allocation was developed based on Lead Plaintiff’s damages consultant’s estimated amount of alleged artificial inflation in the per share prices of Microchip common stock that was caused by Defendants’ alleged false or misleading statements or omissions. In calculating the estimated artificial inflation allegedly caused by those statements or omissions, Plaintiff’s damages consultant considered the price change in Microchip common stock in reaction to the public disclosures that allegedly corrected the alleged omissions, adjusting the price change for factors that were attributable to market or industry forces, and for non-fraud related Microchip-specific information.

In this case, Lead Plaintiff alleges that Defendants’ allegedly false statements or omissions during the period from March 1, 2018, through and including August 9, 2018, had the effect of artificially inflating the price of Microchip common stock.<sup>2</sup>

In order to have a “Recognized Loss” under the Plan of Allocation, shares of Microchip common stock must have been purchased or otherwise acquired during the Class Period and not sold before August 10, 2018.

Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Microchip common stock on a U.S. open market during the Class Period that is listed on the Proof of Claim and Release form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero. Such “Recognized Loss Amounts” will be aggregated across all of an Authorized Claimant’s purchases or acquisitions of Microchip common stock during the Class Period to determine the total “Recognized Loss” for each Authorized Claimant.

For shares of Microchip common stock purchased or otherwise acquired between March 2, 2018 and August 9, 2018, and:

- (a) Sold within the same period, the Recognized Loss Amount per share is zero.
- (b) Held at the end of trading on November 7, 2018, the Recognized Loss Amount is that number of shares multiplied by the lesser of:
  - a. \$6.27 per share; or
  - b. the difference between the purchase or acquisition price per share and \$76.8251 per share.
- (c) Sold between August 10, 2018, and November 7, 2018, the Recognized Loss Amount shall be the lesser of:
  - a. \$6.27 per share; or
  - b. the difference between the purchase or acquisition price per share and the sales price per share; or
  - c. the difference between the purchase or acquisition price per share and the average closing price between August 10, 2018, and

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<sup>2</sup> Any transactions in Microchip common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.



**EXHIBIT A-3**

the date of sale, as found in Table A.<sup>3</sup>

**Table A**

<b>Date of Sale</b>	<b>Average Closing Price Between 8/10/2018 and Date of Sale</b>	<b>Date of Sale</b>	<b>Average Closing Price Between 8/10/2018 and Date of Sale</b>
8/10/2018	\$87.41	9/25/2018	\$84.1134
8/13/2018	\$87.22	9/26/2018	\$83.9521
8/14/2018	\$86.1733	9/27/2018	\$83.795
8/15/2018	\$85.215	9/28/2018	\$83.6554
8/16/2018	\$84.53	10/1/2018	\$83.475
8/17/2018	\$84.2767	10/2/2018	\$83.3176
8/20/2018	\$84.0229	10/3/2018	\$83.1018
8/21/2018	\$84.1475	10/4/2018	\$82.8026
8/22/2018	\$84.2889	10/5/2018	\$82.4645
8/23/2018	\$84.427	10/9/2018	\$81.7538
8/24/2018	\$84.6591	10/10/2018	\$81.3977
8/27/2018	\$84.9683	10/11/2018	\$81.0864
8/28/2018	\$85.1631	10/12/2018	\$80.8013
8/29/2018	\$85.2814	10/15/2018	\$80.5278
8/30/2018	\$85.2993	10/16/2018	\$80.2857
8/31/2018	\$85.345	10/17/2018	\$80.0517
9/4/2018	\$85.3888	10/18/2018	\$79.7965
9/5/2018	\$85.375	10/19/2018	\$79.5412
9/6/2018	\$85.2974	10/22/2018	\$79.292
9/7/2018	\$85.185	10/23/2018	\$79.0598
9/10/2018	\$85.1295	10/24/2018	\$78.7247
9/11/2018	\$85.0432	10/25/2018	\$78.4244
9/12/2018	\$84.9748	10/26/2018	\$78.1325
9/13/2018	\$84.9246	10/29/2018	\$77.8496
9/14/2018	\$84.8716	10/30/2018	\$77.6216
9/17/2018	\$84.7181	10/31/2018	\$77.4174
9/18/2018	\$84.5578	11/1/2018	\$77.298
9/19/2018	\$84.4439	11/2/2018	\$77.172
9/20/2018	\$84.4072	11/5/2018	\$77.0434
9/21/2018	\$84.352	11/6/2018	\$76.9303
9/24/2018	\$84.2858	11/7/2018	\$76.8251

<sup>3</sup> Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this Act 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 statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Microchip common stock during the 90-day look-back period. The mean (average) closing price for Microchip common stock during this 90-day look-back period was \$\_\_\_\_\_ as shown in Table A.

## EXHIBIT A-3

The Plan of Allocation also includes the following provisions:

1. There shall be no Recognized Loss Amount attributed to any Microchip common stock purchased on a foreign (non-U.S.) exchange.
2. Purchases or acquisitions and sales of Microchip common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Microchip common stock during the Class Period shall not be deemed a purchase, acquisition, or sale of Microchip common stock for the calculation of a Recognized Loss Amount, unless (i) the donor or decedent purchased or otherwise acquired such shares of Microchip common stock during the Class Period; (ii) no Proof of Claim and Release form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Microchip common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.
3. The following matching principle will be applied if you have both purchases/acquisitions and sales of Microchip common stock during the Class Period. If a Class Member made multiple purchases, acquisitions, or sales of Microchip common stock during or after the Class Period, the Microchip common stock sold will be matched, in chronological order (including shares sold prior to any purchase or other acquisition of common stock), against the first Microchip common stock purchased or acquired during the Class Period (First-in, First-Out, or “FIFO”).
4. Class Members who do not submit a valid and timely Proof of Claim and Release form will not share in the Settlement proceeds, but will nevertheless be bound by the Settlement, the Final Judgment or Alternative Judgment (if applicable) of the Court dismissing this Litigation, and the Releases provided therein.
5. If you did not incur a Recognized Loss as defined in the Plan of Allocation, you will not receive a cash distribution from the Net Settlement Fund, but you will be bound by all determinations and judgments of the Court in connection with the Settlement, including being barred from asserting any of the Released Claims against the Released Defendants’ Parties.
6. If the sum total of Recognized Losses 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 shall be the Authorized Claimant’s Recognized Loss divided by the total of the Recognized Losses of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. Given the costs of distribution, the Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined below) is \$10.00 or greater. Consequently, no cash payment will be made on a claim where the potential distribution amount is less than \$10.00.
7. If the Net Settlement Fund exceeds the sum total amount of the Recognized Losses of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

### 10. How much will my payment be?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of Authorized Claimants. Payments will be calculated on a *pro rata* basis, meaning that the Net Settlement Fund will be divided among the Authorized Claimants and distributed accordingly (the “Distribution Amount”) after the deadline for submission of Proof of Claim and Release Forms has passed.

To the extent that any amount of the Net Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Net Settlement Fund six (6) months after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund, if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after deduction of any additional fees and expenses that would be incurred with respect to such redistribution, would be cost effective. If it is determined that the redistribution of funds remaining in the Net Settlement Fund is not cost effective, the small remaining balance in the Net Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s) to be recommended by Lead Counsel and approved by the Court.

### HOW CAN YOU RECEIVE A PAYMENT?

### 11. How can I get a payment?

To qualify for a payment, you must be an eligible Class Member and send in a valid and timely Proof of Claim and Release form. You may download a Proof of Claim and Release form from the Settlement Website, [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com), or by contacting the Claims Administrator at the phone number, mailing address, or email address on page \_\_ of this Notice. Read the instructions carefully, fill out the Proof of Claim and Release form, include all the documents the form asks for, sign it, and mail it so it is **postmarked no later than** \_\_\_\_\_, 2022, to the Claims Administrator (address provided on page \_\_\_\_). Any Class Member who fails to submit a Proof of Claim and Release form by such date shall be forever barred from receiving any distribution from the Net Settlement Fund (unless by order of the Court the deadline is extended or such Class Member’s Proof of Claim and Release form is accepted), but otherwise shall be bound by all of the terms of the Stipulation and the Final Judgment or Alternative Judgment (if applicable), including the Releases therein, and will be permanently barred and enjoined from asserting any of the Released Claims against any of the Released Defendants’

QUESTIONS? CALL (877) 888-4851 OR VISIT [WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM](http://WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM).

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Parties. **You cannot submit your Proof of Claim and Release form by telephone, fax, or email.**

If you submitted a request for exclusion and it was accepted by the Court, do not submit a Claim Form. You are not a Class Member, and your Claim Form will be rejected. A list of requests for exclusion that were received by the Claims Administrator and accepted by the Court can be found on the Settlement Website, [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).

### 12. When would I get my payment?

The Court will hold a hearing on \_\_\_\_\_, 2022, to decide whether to approve the Settlement. The Court may change the date and time of the Final Settlement Hearing without notice or hold the Final Settlement Hearing by telephonic or video conference. Any change to the Final Settlement Hearing will be posted on the Settlement Website. Please check the Settlement Website before attending to be sure that the date and/or time has not changed. If the Settlement is approved, the Claims Administrator will complete the administration process and determine how much each Authorized Claimant is entitled to receive. Lead Counsel will then seek permission from the Court to distribute the Net Settlement Fund on a *pro rata* basis to Authorized Claimants. This is necessarily a long process.

### 13. What am I giving up as a Class Member?

Unless you excluded yourself, you are a Class Member. That means that you may receive your *pro rata* share of the Net Settlement Fund if you fill out and submit a valid Proof of Claim and Release Form and that, upon the “Effective Date,” you will release all “Released Claims” against the “Released Parties.”

“Released Claims” means all claims (including but not limited to Unknown Claims as defined below), rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, of every nature and description, whether known or unknown, that have been or could have been asserted in the Action or in any other action or could in the future be asserted in any forum, whether federal or state, foreign or domestic, whether arising under federal, state, common, or foreign law, by Class Representative, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly, individually or on behalf of a class, against any of the Released Defendants’ Parties, which (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action, and (b) arise out of, are based on, or relate to the purchase, acquisition, holding, disposition, or sale of any shares of Microchip stock during the Class Period. “Released Claims” does not include: (i) any claims relating to the enforcement of the Settlement; (ii) the derivative claims asserted in *Dutrisac v. Sanghi, et al.*, Case No. CV2021-012459 (Ariz. Super. Ct.) and *Reid v. Sanghi, et al.*, Case No. CV2019-002389 (Ariz. Super. Ct.); or (iii) the claims of Excluded Class Members.

“Released Defendants’ Claims” means all claims (including but not limited to Unknown Claims as defined below), rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, of every nature and description, whether known or unknown, that have been or could have been asserted in the Action or in any other action or could in the future be asserted in any forum, whether federal or state, foreign or domestic, whether arising under federal, state, common, or foreign law, by Defendants or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly, individually or on behalf of a class, against any of the Released Plaintiff’s Parties, which arise out of, are based on, or relate in any way to the institution, prosecution, or Settlement of this Action or the Released Claims, including but not limited to all claims for malicious prosecution or sanctions. Released Defendants’ Claims do not include any claims to enforce the terms of this Stipulation, the Final Judgment, or an Alternative Judgment, any claims that could be asserted in response to such a claim to enforce, and any claims against Excluded Class Members.

“Released Defendants’ Parties” means (i) each Defendant; (ii) each of their respective family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, and related entities and affiliates (including Microsemi); and (iii) for any of the entities listed in parts (i) or (ii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trusts, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.



## EXHIBIT A-3

“Released Parties” means the Released Defendants’ Parties and Released Plaintiff’s Parties.

“Released Plaintiff’s Parties” means (i) Class Representative and the Members of the Class; and (ii) each of their respective family members and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trusts, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such. Released Plaintiff’s Parties includes Plaintiff’s Counsel. Released Plaintiff’s Parties does not include Excluded Class Members.

“Unknown Claims” shall mean any and all Released Claims of every nature and description whatsoever which Class Representative or any Member of the Class does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to settlement, including the decision to object to the terms of the Settlement, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his or its favor at the time of the release of the Released Plaintiff’s Parties, which if known by him or it might have affected his, her, or its decision(s) with respect to settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties agree that, upon the Settlement becoming final and effective, Class Representative and Defendants shall expressly, and each other Class Member shall be deemed to have, and by operation of the Final Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.**

Class Representative, other Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Class Representative and Defendants shall expressly, fully, finally, and forever settle and release, and each member of the Class shall be deemed to have settled and released, and upon the Effective Date and by operation of the Final Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants’ Claims as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representative and Defendants acknowledge, and other members of the Class by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a material element of the settlement.

### **THE LAWYERS REPRESENTING YOU**

#### **14. Do I have a lawyer in this case?**

The Court appointed the law firm of Wolf Popper LLP to represent all Class Members. These lawyers are called “Lead Counsel.” The Court also appointed the law firm of and Bonnett, Fairbourn, Friedman & Balint, P.C. as Liaison Counsel to represent all Class Members. You will **not** be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### **15. How will the lawyers be paid?**

Lead Counsel will ask the Court to award attorneys’ fees from the Settlement Fund in an amount not to exceed \$2,250,000 (25% of the Settlement Fund and for reimbursement of their expenses of up to \$800,000, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund).

The Attorneys’ Fees and Expenses requested will be the only payment to Lead Counsel for their efforts in achieving the Settlement and for QUESTIONS? CALL (877) 888-4851 OR VISIT [WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM](http://WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM).

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their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel have not been paid for their services in conducting this Litigation on behalf of Lead Plaintiff and the Class or for their substantial out-of-pocket expenses. The fees and expenses requested will compensate Lead Counsel for their work in obtaining the Settlement Amount for the Class. The Court may, however, award less than this amount. In that case, the difference will remain in the Net Settlement Fund. Lead Counsel will also seek a payment of up to \$15,000 for Lead Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4) to compensate Lead Plaintiff for his costs and expenses (including lost wages) directly relating to the representation of the Class.

### **OBJECTING TO THE SETTLEMENT**

#### **16. How do I tell the Court that I do not like the proposed Settlement?**

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, the application by Lead Counsel for an award of fees and reimbursement of expenses, or the application for an award to Lead Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4) of his costs and expenses (including lost wages) directly relating to the representation of the Class. You may write to the Court setting out your objections. You may give reasons why you think the Court should not approve any or all of the Settlement terms or arrangements and submit any documentation you believe is appropriate. The Court will only consider your views if you file a proper objection within the deadline identified and according to the following procedures.

To object, you must send a signed letter or other court submission stating that you object to the proposed Settlement in *Jackson v. Microchip Technology Inc., et al.*, No. 2:18-cv-02914-ROS (D. Ariz.). You must include your name, mailing address, daytime telephone number, email address, and signature. The objection must be signed under penalty of perjury personally by the objecting Microchip stockholder. In addition, your objection must be accompanied by documentation showing the date(s), price(s) and number(s) of shares of all purchases, acquisitions, and sales of Microchip common stock you made during the Class Period. Further, your objection should state the reasons why you object to the Settlement and be accompanied by any legal support or evidence that you wish the Court to consider. Your objection must be filed with the Court at the following address so that it is **received on or before \_\_\_\_\_, 2022**:

Clerk of the Court  
United States District Court  
District of Arizona  
Sandra Day O'Connor United States Courthouse  
401 W. Washington Street, SPC 1  
Phoenix, AZ 85003

Copies of any such objections or other court submissions must also be mailed by first-class mail to Wolf Popper LLP, Attn: Joshua Ruthizer, 845 Third Avenue, New York, NY 10022 and Wilson Sonsini Goodrich & Rosati, P.C., Attn: Keith Eggleton, 650 Page Mill Road, Palo Alto, CA 94304.

### **THE COURT'S SETTLEMENT HEARING**

#### **17. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Final Settlement Hearing at \_\_\_\_\_ on \_\_\_\_\_, 2022, before the Honorable Roslyn O. Silver in Courtroom \_\_\_\_ of the United States District Court for the District of Arizona, Sandra Day O'Connor United States Courthouse, 401 W. Washington Street, Phoenix, Arizona, 85003. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. At the Final Settlement Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement, the application of Lead Counsel for attorneys' fees and reimbursement of expenses, and the application for an award to Lead Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4) of his costs and expenses (including lost wages) directly relating to the representation of the Class. The Court will take into consideration any written objections and will listen to Class Members who have asked to speak at the hearing. The Court may change the date and time of the Final Settlement Hearing without notice or hold the Final Settlement Hearing by telephonic or video conference. Any change to the Final Settlement Hearing will be posted on the Settlement Website. Please check the Settlement Website before attending to be sure that the date and/or time has not changed.

#### **18. Do I have to come to the hearing?**

No. Lead Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but attendance is not mandatory. Class Members do not need to appear at the Final Settlement Hearing or take any other action to indicate their approval.

#### **24. May I speak at the hearing?**

If you object to the Settlement, you may ask the Court for permission to speak at the Final Settlement Hearing. To do so, you must indicate in writing that it is your "Intention to Appear in *Jackson v. Microchip Technology Inc., et al.*, No. 2:18-cv-02914-ROS (D. Ariz.)." Class Members who object to the Settlement, the Plan of Allocation, Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses, or an award to Lead Plaintiff for his service to the Class and/or pursuant to 15 U.S.C. § 78u-4(a)(4) and desire

## EXHIBIT A-3

to present evidence at the Final Settlement Hearing must include in their written objections the identity of any witnesses they propose to call to testify and any exhibits they intend to offer into evidence at the Final Settlement Hearing. You cannot speak at the hearing if you excluded yourself from the Class or if you fail to provide a written objection and notice of your intention to speak at the Final Settlement Hearing by the deadline identified.

### **IF YOU DO NOTHING**

#### **25. What happens if I do nothing at all?**

If you do nothing, you will get no money from this Settlement and, unless you excluded yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Defendants' Parties about the claims being released in the Settlement. All Class Members who do not submit valid and timely Proof of Claim and Release forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation and any Final Judgment or Alternative Judgment (if applicable) entered, including the Releases set forth above.

### **GETTING MORE INFORMATION**

#### **26. Are there more details about the proposed Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You may obtain a copy of the Stipulation, and other documents related to the Settlement, as well as other information about the Settlement by visiting the settlement website [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com). You may also contact the Claims Administrator by email or mail at the address and website provided on page \_\_\_, above. The pleadings and other court filings in the Litigation are available for inspection during regular business hours at the Office of the Clerk of the United States District Court for the District of Arizona, Sandra Day O'Connor United States Courthouse, 401 W. Washington Street, Phoenix, AZ, 85003. Pleadings and certain other Court documents are also available on the Settlement Website.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

### **SPECIAL NOTICE TO NOMINEES**

If you hold Microchip common stock pursuant to a transaction that took place within the United States within the Class Period as nominee for a beneficial owner, then you must either: (1) send a copy of the Postcard Settlement Notice by first-class mail to all such persons or entities within ten (10) days of receipt of this Longform Settlement Notice; or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator at the address provided on page \_\_\_, above, within ten (10) days of receipt of this Longform Settlement Notice.

If you choose to mail the Postcard Settlement Notice yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of the Postcard Settlement Notice documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable administrative costs (not to exceed \$0.\_\_\_\_ per unit) actually incurred or expected to be incurred in connection with forwarding the Postcard Settlement Notice, and which would not have been incurred but for the obligation to forward the Postcard Settlement Notice, upon submission of appropriate documentation to the Claims Administrator.

Dated: \_\_\_\_\_, 2022

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Ronald L. Jackson, as Trustee Under Agreement Dated  
01/05/2012 by Ronald L. Jackson, Individually, and on Behalf  
of All Others Similarly Situated,

Plaintiff,

v.

Microchip Technology Inc.; Steve Sanghi; Ganesh Moorthy;  
and J. Eric Bjornholt,

Defendants

Case No. 2:18-cv-02914-ROS

**PROOF OF CLAIM AND RELEASE FORM<sup>1</sup>**  
***THIS FORM MUST BE POSTMARKED BY \_\_\_\_\_, 2022.***

If you purchased or otherwise acquired Microchip Technology Inc. (“Microchip”) common stock on a U.S. open market between March 2, 2018, and August 9, 2018, inclusive (“Class Period”), you may be entitled to recover a portion of a Settlement Fund established in connection with a proposed Settlement of the action captioned *Jackson v. Microchip Technology Inc.*, No. 2:18-cv-02914-ROS (D. Ariz.) (the “Litigation”).

**I. GENERAL INSTRUCTIONS**

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

A. To recover as a member of the Class, you must complete, sign, and submit this Proof of Claim and Release Form in accordance with the instructions provided herein. If you fail to submit a valid and timely Proof of Claim and Release Form in accordance with these instructions, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Litigation.

B. Submission of this Proof of Claim and Release Form, however, does not ensure that you will share in the proceeds of Settlement of the Litigation.

C. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE FORM SO THAT IT IS **POSTMARKED ON OR BEFORE \_\_\_\_\_, 2022**, ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS: Microchip Technology Securities Litigation, c/o A.B. Data, Ltd., P.O. Box 173050, Milwaukee, WI, 53217.

**You will bear all risks of delay or non-delivery of your Proof of Claim and Release Form.**

D. If you are a member of the Class (as certified by the Court and defined in the Notice of Proposed Class Action Settlement (hereinafter, “Notice”) and Stipulation, you will be bound by the terms of any order of dismissal or judgment entered in the Litigation, including the releases provided herein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

E. The deadline to request exclusion from the Class was November 2, 2021. A list of requests for exclusion that were

<sup>1</sup> This Proof of Claim and Release Form incorporates by reference the definitions in the Stipulation of Settlement (the “Stipulation”). Unless otherwise specified, all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation. The Stipulation can be obtained at [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com).

QUESTIONS? CALL 877-888-4851 OR VISIT [WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM](http://WWW.MICROCHIPTECHNOLOGYSECURITIESLITIGATION.COM).

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received by the Claims Administrator and accepted by the Court can be found on the Settlement Website. If the Court accepted your request for exclusion, do not submit a Claim Form. You are not a Class Member, and your Claim Form will be rejected.

### II. CLAIMANT IDENTIFICATION INSTRUCTIONS

A. If you purchased or otherwise acquired Microchip common stock and held the certificate(s) in your own name, you are the beneficial owner as well as the record owner. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner and the third party is the record owner.

B. Use Section IV of this form entitled “Claimant Information” to identify each owner of record (“nominee”), if different from the beneficial owner of Microchip common stock which forms the basis of this claim.

C. THIS PROOF OF CLAIM AND RELEASE FORM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNERS OF THE MICROCHIP COMMON STOCK UPON WHICH THIS CLAIM IS BASED, OR BY THEIR LEGAL REPRESENTATIVES.

D. A separate Proof of Claim and Release Form must be filed for each type of account or ownership (*i.e.*, individual account, IRA account, joint account, custodial account, etc.). Joint tenants or UGMA custodians should file a single claim.

E. All joint owners must sign this Proof of Claim and Release Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this Proof of Claim and Release Form on behalf of persons represented by them. Documentation establishing their authority must accompany this Proof of Claim and Release Form and their titles or capacities must be stated.

F. 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.

### III. TRANSACTION SCHEDULE INSTRUCTIONS

A. Use Section V of this form entitled “Schedule of Transactions in Microchip Common Stock” to supply all required details of your transaction(s) in Microchip 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 and Social Security or Taxpayer Identification Number on each additional sheet.

B. List each transaction during the Class Period separately and in chronological order, by trade date (not the “settlement” date), beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

C. The price per share, paid or received, should be exclusive of all commissions, taxes, fees, and other charges.

D. **Copies of broker confirmation slips or monthly statements of your transactions in Microchip common stock must be attached to your Proof of Claim and Release Form.** If such documents are not in your possession, please obtain equivalent contemporaneous documents from your broker or financial advisor. A complete list of acceptable supporting documentation can be found at the Claims Administrator’s website: [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com). Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

E. 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. To obtain the mandatory electronic filing requirements and file layout, you may visit the website at [www.MicrochipTechnologySecuritiesLitigation.com](http://www.MicrochipTechnologySecuritiesLitigation.com) or you may email the Claims Administrator’s electronic filing department at [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com). Any file not in accordance with the required electronic filing format will be subject to rejection. Only one claim should be submitted for each separate legal entity (*see* Section II.D. above) and the complete name(s) of the beneficial owner(s) of the securities must be entered where called for (*see* Section II.E. above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com) to inquire about your file and confirm it was received.

## EXHIBIT A-4

### PART IV – CLAIMANT INFORMATION

(Please read General Instructions above before completing this page.)

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

Beneficial Owner's Name *(as it appears on your brokerage statement)*

Joint Beneficial Owner's Name *(as it appears on your brokerage statement)*

Entity Name (if Beneficial Owner is not an individual)

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

Address 1 (street name and number)

Address 2 (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)

Social Security Number or Taxpayer Identification Number

Telephone Number (day)

Telephone Number (evening)

<input type="text"/>	<input type="text"/>
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Email address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

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)               |



**EXHIBIT A-4****PART V – SCHEDULE OF TRANSACTIONS IN MICROCHIP COMMON STOCK**

**A. PURCHASES/ACQUISITIONS FROM MARCH 2, 2018, THROUGH AUGUST 9, 2018** – Separately list **each and every purchase or acquisition** of Microchip common stock during the period March 2, 2018, **through and including** August 9, 2018, and provide all of the following information (*must be documented*):

<b>Trade Date</b> (list chronologically) Month/Day/Year	<b>Number of Shares of Common Stock Purchased or Acquired</b>	<b>Price Per Share</b> (excluding commissions, taxes, and other fees)	<b>Total Purchase or Acquisition Price</b> (excluding commissions, taxes, and other fees)	<b>Purchased on U.S. Exchnage? Yes or No</b>
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	
/ /		\$	\$	

**B. PURCHASES/ACQUISITIONS FROM AUGUST 10, 2018 THROUGH NOVEMBER 7, 2018** – State the total number of shares of Microchip common stock during the period August 10, 2018, **through and including** November 7, 2018 (*must be documented; if none, enter “0”*):

**C. SALES FROM MARCH 2, 2018, THROUGH NOVEMBER 7, 2018** – Separately list **each and every sale** of Microchip common stock during the period March 2, 2018, **through and including** November 7, 2018, (*must be documented*):

<b>Trade Date</b> (list chronologically) Month/Day/Year	<b>Number of Shares of Common Stock Sold</b>	<b>Price Per Share</b> (excluding commissions, taxes, and other fees)	<b>Total Sale Price</b> (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

**D. HOLDINGS AS OF NOVEMBER 7, 2018** – State the total number of shares of Microchip common stock owned at the close of trading on November 7, 2018 (*must be documented; if none, enter “0”*):

## EXHIBIT A-4

E. Please check applicable box:

- ☐ I certify that the submitting party is **not** an ERISA plan.
- ☐ I/We certify that the submitting party is an ERISA plan and has complied with the applicable ERISA exemption.

*If you need more space, attach the required information on separate, numbered sheets in the same format as above and sign and print your name and Social Security or Taxpayer Identification Number at the top of each additional sheet.*

**IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.** ☐

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

## VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I/We submit this Proof of Claim and Release Form under the terms of the Stipulation of Settlement described in the Notice. I/We also submit to the jurisdiction of the United States District Court for the District of Arizona with respect to my/our claim as a Class Member and for purposes of enforcing the release set forth herein. I/We further acknowledge that I/we am/are bound by and subject to the terms of any judgment that may be entered in the Litigation. I/we agree to furnish additional information to Lead Counsel or the Claims Administrator to support this claim if requested to do so. I/we have not submitted any other claim covering the same purchases, acquisitions, or sales of Microchip common stock during the Class Period and know of no other person having done so on my/our behalf. I/we have not requested exclusion from the Settlement.

## VII. RELEASE

A. On behalf of the claimant listed above and any other individual or business or legal entity claiming (now or in the future) through or on behalf of the claimant, directly or indirectly (collectively, the “Releasing Parties”), as of the date the Settlement becomes effective, I/we hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever release, relinquish, discharge, and dismiss from each and all of the Released Claims, each and all of the Released Parties, and covenant not to sue any Released Party with respect to any Released Claim.

“Released Claims” means all claims (including but not limited to Unknown Claims as defined below), rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, of every nature and description, whether known or unknown, that have been or could have been asserted in the Action or in any other action or could in the future be asserted in any forum, whether federal or state, foreign or domestic, whether arising under federal, state, common, or foreign law, by Class Representative, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly, individually or on behalf of a class, against any of the Released Defendants’ Parties, which (a) arise out of, are based on, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action, and (b) arise out of, are based on, or relate to the purchase, acquisition, holding, disposition, or sale of any shares of Microchip stock during the Class Period. “Released Claims” does not include: (i) any claims relating to the enforcement of the



#### EXHIBIT A-4

Settlement; (ii) the derivative claims asserted in *Dutrisac v. Sanghi, et al.*, Case No. CV2021-012459 (Ariz. Super. Ct.) and *Reid v. Sanghi, et al.*, Case No. CV2019-002389 (Ariz. Super. Ct.); or (iii) the claims of Excluded Class Members.

“Released Defendants’ Claims” means all claims (including but not limited to Unknown Claims as defined below), rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, of every nature and description, whether known or unknown, that have been or could have been asserted in the Action or in any other action or could in the future be asserted in any forum, whether federal or state, foreign or domestic, whether arising under federal, state, common, or foreign law, by Defendants or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly, individually or on behalf of a class, against any of the Released Plaintiff’s Parties, which arise out of, are based on, or relate in any way to the institution, prosecution, or Settlement of this Action or the Released Claims, including but not limited to all claims for malicious prosecution or sanctions. Released Defendants’ Claims do not include any claims to enforce the terms of this Stipulation, the Final Judgment, or an Alternative Judgment, any claims that could be asserted in response to such a claim to enforce, and any claims against Excluded Class Members.

“Released Defendants’ Parties” means (i) each Defendant; (ii) each of their respective family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, and related entities and affiliates (including Microsemi); and (iii) for any of the entities listed in parts (i) or (ii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trusts, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

“Released Parties” means the Released Defendants’ Parties and Released Plaintiff’s Parties.

“Released Plaintiff’s Parties” means (i) Class Representative and the Members of the Class; and (ii) each of their respective family members and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trusts, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such. Released Plaintiff’s Parties includes Plaintiff’s Counsel. Released Plaintiff’s Parties does not include Excluded Class Members.

“Unknown Claims” shall mean any and all Released Claims of every nature and description whatsoever which Class Representative or any Member of the Class does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to settlement, including the decision to object to the terms of the Settlement, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his or its favor at the time of the release of the Released Plaintiff’s Parties, which if known by him or it might have affected his, her, or its decision(s) with respect to settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties agree that, upon the Settlement becoming final and effective, Class Representative and Defendants shall expressly, and each other Class Member shall be deemed to have, and by operation of the Final Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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**

## **EXHIBIT A-4**

**or her, would have materially affected his or her settlement with the debtor or released party.**

Class Representative, other Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Class Representative and Defendants shall expressly, fully, finally, and forever settle and release, and each member of the Class shall be deemed to have settled and released, and upon the Effective Date and by operation of the Final Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including but not limited to conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representative and Defendants acknowledge, and other members of the Class by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the settlement.

B. On behalf of the Releasing Parties, as of the date the Settlement becomes effective, I/we hereby agree that the Releasing Parties are permanently barred, enjoined, and restrained from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or otherwise pursuing, either directly or in any other capacity, any of the Released Claims against any Released Party.

C. The foregoing releases shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date.

D. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, in whole or in part, any matter released herein.

E. I/We hereby warrant and represent that I/we have included information about all of my/our transactions in Microchip common stock during the Class Period.

## **VIII. DECLARATION**

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

A. The number shown on this form is my correct Social Security or Taxpayer Identification Number.

B. I am/We are NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code.

**NOTE:** If you have been notified by the Internal Revenue Service that you are subject to backup withholding, you must cross out the word "NOT" in the sentence above.

## EXHIBIT A-4

C. I/We declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned and any supporting documents attached hereto are true, correct, and complete to the best of my/our knowledge, information, and belief, and that this Proof of Claim and Release Form was executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022 in \_\_\_\_\_.

(City/State/Country)

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
(Print your name here)

\_\_\_\_\_  
Signature of person signing on Claimant's behalf

\_\_\_\_\_  
Capacity of person signing on Claimant's behalf,  
if other than an individual, (e.g., Executor,  
President, Custodian, etc.)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT  
AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.**

### **Reminder Checklist:**

1. Remember to sign the above release and declaration.
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on the Claims Administrator's website.
3. Do not send originals of common stock certificates.
4. Keep copies of the completed Proof of Claim and Release Form and documentation for your own records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release Form, please send it Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. Do not use highlighter on the Proof of Claim and Release Form or supporting documentation.
8. If you have any questions or concerns regarding your claim or how to complete and submit this Proof of Claim and Release Form, please contact the Claims Administrator at: [info@MicrochipTechnologySecuritiesLitigation.com](mailto:info@MicrochipTechnologySecuritiesLitigation.com).

**EXHIBIT B**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA**

Ronald L. Jackson, as Trustee Under	)	CASE NO. 2:18-cv-02914-ROS
Agreement Dated 01/05/2012 by Ronald L.	)	
Jackson, Individually, and on Behalf of All	)	<u>CLASS ACTION</u>
Others Similarly Situated,	)	
	)	<b>[PROPOSED] FINAL</b>
Plaintiff,	)	<b>JUDGMENT</b>
v.	)	
Microchip Technology Inc.; Steve Sanghi;	)	
Ganesh Moorthy; and J. Eric Bjornholt,	)	
	)	
Defendants.	)	
	)	
	)	

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**EXHIBIT B**

WHEREAS, a securities class action captioned *Jackson v. Microchip Technology, Inc., et al.*, Case No. 18-cv-02914-ROS (the “Action”) is pending before this Court;

WHEREAS, by Order entered February 22, 2021, the Court certified the Action to proceed as a class action on behalf of a “Class” of all persons who purchased or otherwise acquired Microchip common stock on a U.S. open market during the class period March 2, 2018 through August 9, 2018, both dates inclusive (the “Class Period”)<sup>1</sup>, appointed Lead Plaintiff Ronald L. Jackson as Class Representative, and appointed Wolf Popper LLP as Lead Class Counsel (“Class Counsel”);

WHEREAS, Lead Plaintiff and Class Representative Ronald L. Jackson (“Lead Plaintiff”), on his own behalf and on behalf of the Class and defendants Microchip Technology Incorporated (“Microchip” or the “Company”), Steve Sanghi, J. Eric Bjornholt, and Ganesh Moorthy (collectively, “Defendants”) have jointly entered, by and through their respective counsel, into a Settlement of the claims asserted in the Action, the terms of which are set forth in a Stipulation and Agreement of Settlement, dated March 7, 2022 (the “Stipulation”);

WHEREAS, by Order dated \_\_\_\_\_, 2022 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement be provided to Class Members; and (c) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on \_\_\_\_\_, 2022 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Stipulation are fair, reasonable and adequate for the Settlement of all claims asserted by the Class against the Defendants in the Action; and (b) whether a judgment should be entered

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<sup>1</sup> Excluded from the Class, by definition, are: Defendants, the officers and directors of the Company during the Class Period (the “Excluded D&Os”), members of Defendants’ and Excluded D&Os’ immediate families, legal representatives, heirs, successors or assigns and any entity in which Defendants or the Excluded D&Os have or had a controlling interest.

**EXHIBIT B**

1 dismissing the Action with prejudice as against the Defendants; and

2 WHEREAS, the Court having reviewed and considered the Stipulation, all papers  
3 filed and proceedings held herein in connection with the Settlement, all oral and written  
4 comments received regarding the Settlement, and the record in the Action, and good cause  
5 appearing therefor;

6 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

7 1. This Final Judgment incorporates and makes a part hereof: (a) the  
8 Stipulation filed with the Court on \_\_\_\_\_, 2022; and (b) the Settlement Notices,  
9 which were filed with the Court on \_\_\_\_\_, 2022. This Final Judgment  
10 incorporates by reference the definitions in the Stipulation, and all terms used herein shall  
11 have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

12 2. The Court has jurisdiction over the subject matter of this Action, Lead  
13 Plaintiff, all Class Members, and Defendants.

14 3. Excluded from the Class is any Class Member that validly and timely  
15 requested exclusion, which Class Members are identified in Exhibit 1 hereto.

16 4. Notice of the proposed Settlement was given to all Class Members who could  
17 be identified with reasonable effort. The form and method of notifying the Class of the  
18 terms and conditions of the proposed Settlement were implemented in accordance with the  
19 Preliminary Approval Order, met the requirements of Rule 23 of the Federal Rules of Civil  
20 Procedure, the Private Securities Action Reform Act of 1995 (the "PSLRA"), due process,  
21 and any other applicable law, constituted the best notice practicable under the  
22 circumstances, and constituted due and sufficient notice to all individuals and entities  
23 entitled thereto of: (i) the pendency of the Litigation; (ii) the effect of the proposed  
24 Settlement (including the releases to be provided thereunder); (iii) Class Counsel's request  
25 for fees, expenses, and a Class Representative Service Award; (iv) Class Members' right  
26 to object to any aspect of the Settlement, the Plan of Allocation, and/or Class Counsel's  
27 request for fees and expenses a Class Representative Service Award; and (v) their right to  
28 appear at the Settlement Hearing. No Class Member is relieved from the terms of the

## EXHIBIT B

1 Settlement, including the releases provided for therein, based upon the contention or proof  
2 that such Class Member failed to receive actual or adequate notice. A full opportunity has  
3 been offered to the Class Members to object to the Settlement and to participate in the  
4 hearing thereon. The Court further finds that the notice provisions of the Class Action  
5 Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is hereby determined that  
6 all Class Members are bound by this Final Judgment except those persons listed on Exhibit  
7 1 to this Final Judgment

8         5. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil  
9 Procedure, this Court hereby fully and finally approves the Settlement set forth in the  
10 Stipulation in all respects (including, without limitation: the amount of the Settlement; the  
11 Releases provided for therein; and the dismissal with prejudice of the claims asserted against  
12 Defendants in the Action), and finds that the Settlement is the result of arm's-length  
13 negotiations between experienced counsel representing the interests of the settling parties  
14 and is, in all respects, fair, reasonable, and adequate to the Class. The Parties are directed  
15 to implement, perform, and consummate the Settlement in accordance with the terms and  
16 provisions contained in the Stipulation.

17         6. The Action and all of the claims asserted against Defendants in the Action  
18 by Lead Plaintiff and the other Class Members are hereby dismissed with prejudice. The  
19 Parties shall bear their own costs and expenses, except as otherwise expressly provided in  
20 the Stipulation or other Order of this Court concerning Attorneys' Fees and Expenses or a  
21 Class Representative Service Award.

22         7. Lead Plaintiff and each and every other Member of the Class, on behalf of  
23 themselves and each of their respective heirs, executors, trusts, trustees, administrators,  
24 predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities  
25 as such, are forever barred and enjoined from commencing, instituting, prosecuting, or  
26 continuing to prosecute the Released Claims in any action or other proceeding in any court  
27 of law or equity, arbitration tribunal, or administrative forum against any of the Released  
28 Defendants' Parties.

## EXHIBIT B

1           8.       Lead Plaintiff and each and every other Member of the Class, on behalf of  
2 themselves and each of their respective heirs, executors, trusts, trustees, administrators,  
3 predecessors, successors, assigns, representatives, agents, and attorneys, in their capacities  
4 as such, shall be deemed to have, and by operation of this Final Judgment shall have, fully,  
5 finally, and forever waived, released, relinquished, discharged and dismissed each and  
6 every one of the Released Claims (including Unknown Claims) against each and every one  
7 of the Released Defendants' Parties and shall forever be barred and enjoined from  
8 commencing, instituting, prosecuting, or maintaining any and all of the Released Claims  
9 against any and all of the Released Defendants' Parties, whether or not Lead Plaintiff or  
10 such Class Member executed the Proof of Claim and Release or shared in the Net  
11 Settlement Fund. Lead Plaintiff, Class Members, and each of their respective heirs,  
12 executors, trusts, trustees, administrators, predecessors, successors, assigns,  
13 representatives, agents, and attorneys are bound by this Final Judgment, including, without  
14 limitation, the Releases set forth in the Stipulation. The Released Claims are hereby  
15 compromised, settled, released, discharged, and dismissed as against the Released  
16 Defendants' Parties on the merits and with prejudice by virtue of the proceedings herein  
17 and this Final Judgment.

18           9.       Defendants, on behalf of themselves and each of their respective heirs,  
19 executors, trusts, trustees, administrators, predecessors, successors, assigns,  
20 representatives, agents, and attorneys, shall be deemed to have, and by operation of this  
21 Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged  
22 Lead Plaintiff, the Class, and Plaintiff's Counsel from all Released Defendants' Claims  
23 (including Unknown Claims).

24           10.      In accordance with 15 U.S.C. § 78u-4(f)(7) and any other applicable law or  
25 regulation, any and all claims which are brought by any Person or entity against Defendants  
26 for contribution or indemnification arising out of any Released Claim are hereby  
27 permanently barred and discharged. Any such claims brought by Defendants against any  
28



## EXHIBIT B

Person or entity (other than Persons or entities whose liability to Plaintiffs or the Class is extinguished by this Final Judgment) are likewise permanently barred and discharged.

11. Defendants have denied, and continue to deny, any and all allegations and claims asserted in the Action, and Defendants have represented that they entered into the Settlement solely to eliminate the uncertainties, burden, and expense of further litigation. Neither this Final Judgment, the Stipulation, nor any of their respective terms and provisions, nor any of the negotiations, discussions, or proceedings connected with them, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement, nor any of the documents or statements referred to therein, nor any payment or consideration provided for therein, shall be:

(a) offered or received against Defendants or the Released Defendants' Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants or the Released Defendants' Parties, with respect to the truth of any allegation by Lead Plaintiff and the Class, or the validity of any claim that has been or could have been asserted in the Action or in any other litigation, including, but not limited to, the Released Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendants or the Released Defendants' Parties or any Person or entity whatsoever;

(b) offered or received against Defendants or the Released Defendants' Parties as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission, with respect to any statement or written document approved or made by Defendants or the Released Defendants' Parties;

(c) offered or received against any of the Defendants, the Released Defendants' Parties, Lead Plaintiff, or the Class as an admission or concession that the consideration to be given hereunder represents the amount that could be, or would have been, recovered after trial, if any;

(d) offered or received against Defendants or the Released Defendants' Parties as evidence of a presumption, concession, or admission with respect to any liability,

**EXHIBIT B**

1 damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any  
2 other reason against, or to the prejudice of, any of the Defendants or the Released  
3 Defendants' Parties in any civil, criminal or administrative proceeding in any court,  
4 administrative agency or other tribunal, other than such proceedings as may be necessary  
5 to effectuate the provisions of the Stipulation or as set forth in ¶ 12.2 of the Stipulation and  
6 paragraph 12 herein;

7 (e) construed as or offered or received in evidence as an admission,  
8 concession or presumption against Class Representative, Class Members, or Released  
9 Plaintiff Parties that any of their claims are without merit, or that any defenses asserted by  
10 the Defendants have any merit, or that damages recoverable in the Action would not have  
11 exceeded the Settlement Amount; or

12 (f) offered or received against, or used for the prejudice of, the Parties or their  
13 respective counsel for any purpose other than in an action to enforce the terms hereof, as  
14 provided for in Paragraph 12.1 of the Settlement Agreement.

15 12. The Released Defendants' Parties may file the Stipulation and/or this Final  
16 Judgment in any action in order to support a defense, claim, or counterclaim based on  
17 principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar  
18 or reduction, or any other theory of claim preclusion or issue preclusion or similar defense  
19 or counterclaim.

20 13. The Court finds and concludes that the Parties and their respective counsel  
21 complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. Class  
22 Representative and Plaintiff's Counsel adequately represented the Class under Rules  
23 23(a)(4) and (g) of the Federal Rules of Civil Procedure for purpose of negotiating, entering  
24 into, and implementing the Settlement and at all times during the pendency of this Action.

25 14. Any Plan of Allocation submitted by Lead Counsel or any order entered  
26 regarding any attorneys' fee and expense application or awards to Lead Plaintiff shall in  
27 no way disturb or affect this Final Judgment and shall be considered separate from this  
28 Final Judgment. Separate orders shall be entered regarding approval of a Plan of Allocation

## EXHIBIT B

1 and Lead Counsel's application for an award of attorneys' fees and expenses to Plaintiff's  
2 Counsel and an award to Lead Plaintiff.

3 15. The Parties are hereby authorized, without further approval of the Court, to  
4 unanimously agree to and adopt in writing amendments, modifications, and expansions of  
5 the Stipulation, provided that such amendments, modifications, and expansions of the  
6 Stipulation are not materially inconsistent with this Final Judgment, and do not materially  
7 limit the rights of the Members of the Class under the Stipulation.

8 16. Any appeal or any challenge affecting the approval of (a) the Plan of  
9 Allocation submitted by Lead Counsel and/or (b) this Court's approval regarding any  
10 attorneys' fee and expense applications, including any awards to Lead Plaintiff, shall in no  
11 way disturb or affect the finality of the other provisions of this Final Judgment nor the  
12 Effective Date of the Settlement.

13 17. Without affecting the finality of this Final Judgment in any way, jurisdiction is  
14 hereby retained over Defendants, Lead Plaintiff and Class Members for all matters relating to  
15 the administration, interpretation, effectuation or enforcement of the Stipulation and this Final  
16 Judgment, including (a) administering and distributing the settlement proceeds to the  
17 Members of the Class, (b) hearing and determining the motion for approval of the Plan of  
18 Allocation, (c) hearing and determining the applications for attorneys' fees, costs, interest,  
19 reimbursement of expenses in the Action, and a Class Representative Service Award; (d)  
20 hearing and determining any application for fees and expenses incurred in connection with  
21 administering and distributing the Settlement proceeds to Class Members; and (e) for the  
22 purpose of construing, enforcing and administering the Settlement.

23 18. In the event that the Effective Date does not occur in accordance with the terms  
24 of the Stipulation, or is terminated pursuant to ¶¶ 11.1 or 11.2 of the Stipulation, ¶¶ 11.4-11.7  
25 and ¶ 9.3 of the Stipulation shall apply, and this Final Judgment shall be rendered null and void  
26 to the extent provided by and in accordance with the Stipulation and shall be vacated and may  
27 not be introduced as evidence or reflected in any action or proceeding by any person or entity,  
28

**EXHIBIT B**

1 and each party shall be restored to his, her or its respective position as it existed prior to January  
2 25, 2022.

3 19. Without further order of the Court, the parties may agree to reasonable  
4 extensions of time to carry out any of the provisions of the Stipulation.

5 20. There is no just reason for delay in the entry of this Final Judgment and  
6 immediate entry by the Clerk of the Court is expressly directed.

7 **IT IS SO ORDERED.**

**EXHIBIT B**

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<b>EXHIBIT 1</b>		
<b>LIST OF PERSONS EXCLUDED FROM THE CLASS</b>		
<b>Name</b>		<b>City, State, Zip</b>
Darold Duerr Estate - James Fankhauser Executor		Renwick, IA 50577
Yvonne Davis		Memphis, TN 38111
Carol Billings		Ann Arbor, MI 48103
Karen Adams		Indian Trail, NC 28079
Susan Waits		Woodstock, GA 30188
Nina Marie Van Diver		Carrollton, KY 41008
Patricia Veit		Sawyer, MI 49125
Eugene S. Hearl		Richlands, VA 24641
Rex R. Saylor and Nila R. Saylor		Mountain Home, AR 72653
Claude T. Lewis		Lake Oswego, OR 97035
Diane Schwartz		Los Angeles, CA 90034
Thomas Duritsa		Independence, IA 50644
Patricia A. Scholle		Saint Charles, MO 63301
Robert Sorenson and Jean Sorenson		Nekoosa, WI 54457
John J. Murray Jr. TTEE and Constance M. Murray TTEE; U/A DTD 11/29/2018		Simpsonville, SC 29680
Linda G. Hamm		Pottsville, AR 72858
Roxanne Nina Spencer		Hawthorne, FL 32640
Fnu Naveena		San Jose, CA 95124
Linda Kennedy		Bothell, WA 98012
Della May Moulson		Hennessey, OK 73742
Mariam L. Foss		Clifton, CO 81520
Carroll B. Lindenman and Kristina S. Lindenman		New Braunfels, TX 78132
Leigh A. Twa and Deborah C. Twa		Seymour, MO 65746

**EXHIBIT B**

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<b>EXHIBIT 1</b>	
<b>LIST OF PERSONS EXCLUDED FROM THE CLASS</b>	
<b>Name</b>	<b>City, State, Zip</b>
James M. Richardson and Mary Ellen Richardson	Great Falls, VA 22066
Karen Downey	Montpelier, VA 23192
Anne M. Pahl	Dewey, AZ 86327
Carol J. Wire	Fort Wayne, IN 46807
Gianna Bolla’s Education Trust – Charles Bolla and Mary E. Bolla Trustees	Riverside, CA 92508
Raymond A. Stevenor’s Estate – Claudia M. Clontz Executor and Trustee	Haymarket, VA 20169
Nordea Bank S.A.	L-1855 Luxembourg