

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

DR. KEVIN DOUGLAS, Individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

PLDT INC., MANUEL V. PANGILINAN,  
ALFRED S. PANLILIO, ANNABELLE L. CHUA,  
MARILYN A. VICTORIO-AQUINO, MA.  
LOURDES C. RAUSA-CHAN, GIL SAMSON D.  
GARCIA, JUNE CHERYL A. CABAL-REVILLA,  
AND JANE BASAS,

Defendants.

Case No. 2:23-CV-00885-CJC-MAA

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION,  
SETTLEMENT HEARING, AND MOTION FOR ATTORNEYS' FEES AND  
REIMBURSEMENT OF LITIGATION EXPENSES**

**IF YOU PURCHASED OR OTHERWISE ACQUIRED PLDT INC. AMERICAN DEPOSITORY  
SHARES DURING THE PERIOD BEGINNING JANUARY 1, 2019, THROUGH  
DECEMBER 21, 2022, YOU MAY BE ENTITLED TO PAYMENT FROM A  
CLASS ACTION SETTLEMENT.**

*A Federal Court authorized this notice. This is not a solicitation from a lawyer.  
This is not a notice that you have been sued.*

This notice summarizes the proposed Settlement.<sup>1</sup> For the precise terms and conditions of the Settlement, please see the Stipulation by downloading from [www.strategicclaims.net/pldt/](http://www.strategicclaims.net/pldt/), by contacting Lead Counsel at the addresses and phone numbers listed below, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cacd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, California, 92701-4516, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

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

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<sup>1</sup> All capitalized terms used in this Notice are defined in the Stipulation of Settlement, dated February 16, 2024 (the "Stipulation"), available for download at [www.strategicclaims.net/pldt/](http://www.strategicclaims.net/pldt/). For convenience, certain capitalized terms are also defined in this Notice. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Stipulation, the definition in the Stipulation controls.

## **Overview of the Settlement**

The Settlement of this class action lawsuit (the “Action”) will provide \$3 million in cash (the “Settlement Amount”), plus earned interest, as provided for in the Stipulation to pay claims from investors who bought PLDT Inc. (“PLDT” or the “Company”) American Depository Shares (“ADS”) between January 1, 2019 and December 21, 2022, inclusive (the “Class Period”). Depending on the number of eligible shares purchased by investors who elect to participate in the Settlement and when those shares were purchased and sold, the average distribution is estimated to be \$0.58 per ADS purchased in the Class Period, before deduction of Court-approved fees and expenses described below. The per-ADS amount assumes all eligible Class Members submit a valid and timely Proof of Claim and Release Form (“Claim Form”). If fewer than all Class Members submit timely and valid Claim Forms, which is likely, the distributions per ADS will be higher.

The Settlement, which is subject to Court approval, resolves in its entirety this Action – a class action brought in federal court by Lead Plaintiff Dr. Kevin Douglas (“Lead Plaintiff”), individually and on behalf of all others who purchased or otherwise acquired PLDT ADS during the Class Period, alleging that PLDT and its executive officers, including, *inter alia*, Manuel V. Pangilinan, Alfred S. Panlilio, and Marilyn A. Victorio-Aquino (the “Individual Defendants”) (PLDT and the Individual Defendants are collectively referred to as “Defendants”) made materially false and misleading statements relating to PLDT’s historical capital expenditures. The Settlement avoids costs and risks from continuing the Action, it pays money to investors like you, and it releases all defendants named in the Action from liability.

If the Settlement is approved by the Court, the Court-appointed lawyers for the Class, Levi & Korsinsky, LLP, will ask the Court for an award of attorneys’ fees of no more than 25% of the Settlement Fund, or approximately \$750,000, and litigation expenses of up to \$100,000 incurred in investigating the facts, litigating the case, and negotiating the Settlement. Lead Plaintiff will also submit an application for reimbursement of reasonable costs and expenses incurred by Lead Plaintiff directly related to his representation of the Class, pursuant to the Private Securities Litigation Reform Act of 1995, not to exceed \$5,000. These payments, if approved, will come out of the \$3 million Settlement Fund, and are estimated to be an average of \$0.16 per ADS purchased in the Class Period.

Lead Plaintiff alleges claims arising under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”) and Rule 10b-5 promulgated by the Securities and Exchange Commission (“SEC”). On October 10, 2023, Defendants moved to dismiss that Amended Complaint. On November 17, 2023, before briefing on the Motion to Dismiss was complete, Lead Plaintiff and Defendants (together the “Settling Parties”) engaged in a private mediation (the “Mediation”), during which the Parties reached an agreement in principle to settle the Action such that, once the Settlement is approved by the Court, the action will be dismissed in its entirety as against all defendants named in the action.

PLDT and the Individual Defendants have denied and continue to deny all liability. Lead Plaintiff and Defendants do not agree on the average amount of damages per ADS that would be recoverable if the Lead Plaintiff were to have prevailed on each claim alleged. The issues on which Lead Plaintiff and Defendants disagree include, among other things: (1) whether any statement made by any Defendant during the Class Period was false or materially misleading; (2) the extent to which Defendants’ various public statements that Lead Plaintiff allege were materially false or misleading influenced (if at all) the trading price of PLDT’s ADS at various times during the Class Period; (3) the extent to which the various allegedly adverse material facts which were omitted influenced (if at all) the trading price of PLDT’s ADS at various times during the Class Period; (4) whether any of the Defendants acted with the wrongful intent alleged by Lead Plaintiff; (5) even if liability could be proven, the appropriate economic model for determining the amount by which the price of PLDT’s ADS were allegedly artificially inflated (if at all) during the Class Period; (6) the amount, if any, by which the price of PLDT’s ADS were allegedly

artificially inflated (if at all) during the Class Period; (7) the effect of various market forces on the price of PLDT’s ADS at various times during the Class Period; (8) the extent to which external factors influenced the price of PLDT’s ADSs at various times during the Class Period; and (9) whether total damages would be more than \$0 per ADS.

If you are a Class Member (as the term is defined below), your legal rights are affected by the Settlement, regardless of whether you act or do not act. **Read this notice carefully.**

<b>Your Legal Rights and Options</b>	
<b>You can:</b>	<b>That Means:</b>
<b>Submit a Claim Form Either Online at <a href="http://www.strategicclaims.net/pldt/">www.strategicclaims.net/pldt/</a> no later than 11:59 P.M. PT on June 25, 2024 or Postmarked no later than June 25, 2024</b>	You can show that you are a Class Member and can get payment from the Settlement. If the proposed Settlement is finally approved by the Court, you may share in the proceeds if your Claim is received, timely and valid, and you meet the other requirements of the Plan of Allocation described on pages 14 to 17 below. This is the <u>only</u> way to get a payment. You will be bound by the Judgment and release described below if you stay in the Class regardless of whether you submit a Claim Form. <i>See</i> Question 10 below for more details.
<b>Exclude Yourself by Submitting an opt Out by July 15, 2024</b>	You can ask to be excluded from the Class. If excluded, <u>you will get no payment</u> from this Settlement and will not be part of the Class, and you will not be bound by any Judgment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against the Defendants or the other Released Defendant Parties concerning the Released Claims. <i>See</i> Question 13 below for more details.
<b>Object by Filing a Written Objection with the Court no later than July 15, 2024</b>	If you remain part of the Class but have an objection to the Settlement, or some part of it, or the requested attorneys’ fees or litigation expenses or request for an award to Lead Plaintiff for his costs and expenses, you can write to the Court to explain why. <i>See</i> Question 16 below for more details.
<b>Go to a Hearing on August 5, 2024 at 1:30 p.m.</b>	If you remain part of the Class, you can write to the Court and ask to speak no later than July 15, 2024 at the Settlement Hearing on August 5, 2024 at 1:30 p.m. when the Court considers the fairness of the Settlement, the request for attorneys’ fees and reimbursement of litigation expenses of Lead Counsel and the request for an award to Lead Plaintiff for his costs and expenses. <i>See</i> Question 18 below for more details.
<b>Do Nothing</b>	You will get no payment and give up your rights to sue Defendants or the other Released Defendant Parties about the claims that are resolved by this Settlement. You will be bound by any Judgment entered by the Court.

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

While the Court in charge of this case has given preliminary approval to the Settlement, it still has to decide whether to give final approval of the Settlement (subject to any appeals) as fair, reasonable, and adequate. Payments will be made to all Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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**BASIC INFORMATION**

**1. Why did I get this Notice package?**

You or someone in your family may have purchased PLDT ADS during the period between January 1, 2019 and December 21, 2022.

The Court caused this Notice to be sent to you because you have a right to know about a proposed

Settlement of a class action lawsuit, a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains this Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. It is not an expression of any opinion by the Court with respect to the truth of the allegations of the litigation or the merits of the claims or defenses asserted.

The Court in charge of the case is the United States District Court for the Central District of California, and the case is known as *Douglas v. PLDT Inc., et al.*, Case No. 2:23-CV-00885-CJC-MAA. The Honorable Cormac J. Carney is the Judge in charge of this class action. The person who sued is called the “Lead Plaintiff.” The company being sued, PLDT Inc., and the persons who are being sued, PLDT’s current and former executive officers, Manuel V. Pangilinan, Alfred S. Panlilio, and Marilyn A. Victorio-Aquino (“Defendants”) as well as defendants Anabelle L. Chua, Ma. Lourdes C. Rausa-Chan, Gil Samson D. Garcia, June Cheryl A. Cabal-Revilla, and Jane Basas.

**2. What is this Action about?**

In the Action, Lead Plaintiff alleges that defendants named in the Action made materially false and misleading statements concerning material information relating to PLDT’s historical capital expenditures which caused the price of PLDT’s ADS to become artificially inflated during the Class Period. Lead Plaintiff alleges that the misleading nature of defendants’ scheme and statements remained hidden until December 19, 2022 when defendants revealed, *inter alia*, that, from 2019 to 2022, PLDT spent PHP 379 billion on capital expenditures, an overrun of PHP 48 billion (USD 866 million), on undocumented purchases. Defendants vigorously contest Lead Plaintiff’s allegations.

This Action was commenced on February 6, 2023 in the United States District Court for the Central District of California. On April 26, 2023, the Court appointed Dr. Kevin Douglas as Lead Plaintiff and approved Lead Plaintiff’s choice of the law firm Levi & Korsinsky, LLP as Lead Counsel (“Lead Counsel”) in the class action.

On July 7, 2023, after extensive investigation by Lead Counsel, Lead Plaintiff filed the Amended Complaint against PLDT and several individuals including the Individual Defendants alleging claims under the Exchange Act and Rule 10b-5. On October 10, 2023, Defendants moved to dismiss that Amended Complaint. On November 17, 2023, before briefing on the Motion to Dismiss was complete, Lead Plaintiff and Defendants engaged in intensive, arm’s-length settlement negotiations under the close supervision of an experienced mediator during the Mediation, at which the Parties reached an agreement in principle to settle the Action in its entirety as against all defendants. On February 16, 2024, the Settling Parties executed a Stipulation of Settlement memorializing the Settlement amount and other key terms to settle this Action.

**3. What is a class action?**

In a class action, the plaintiff is called the “Class Representative,” and he/she sues on behalf of numerous people who have similar claims. All these people with similar claims are called a “class,” and each one is a “class member.” The court resolves the claims of all class members, except for those who properly exclude themselves from the class.

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

Instead of litigating the Action through trial, Lead Plaintiff and Defendants, after an intensive, arm’s-

length negotiation under the supervision of an experienced mediator agreed to a compromise of the claims for \$3 million in cash. The Court did not decide in favor of Lead Plaintiff or Defendants. Lead Plaintiff believes it could have won at trial; the Defendants believe Lead Plaintiff would not have won anything at trial. But there was no trial. Instead, both sides agreed to a settlement. That way, they avoid the risks and costs of a trial and possible appeals, and Class Members affected will get compensation. The Lead Plaintiff, as Class Representative, and the Lead Counsel believe the Settlement is best for all Class Members.

Lead Plaintiff believes that the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class. In their motion to dismiss, Defendants raised a number of arguments and defenses (which they would continue to do through summary judgment and trial) including that the Company's capital expenditure disclosures and other disclosures at issue during the Class Period were accurate and that Plaintiff otherwise failed to adequately allege his claims (including because Lead Plaintiff failed to adequately allege that any defendants acted with the requisite state of mind). Defendants would also argue (among other things) that, even if Lead Plaintiff could establish liability, he could not show which part of the ADS-price decline was attributable to the alleged fraud (rather than other Company-specific or general market news). While Lead Plaintiff believes these arguments lack merit, there is no guarantee that Defendants would not prevail on one or more of these arguments. In the absence of a Settlement, the Settling Parties would present factual and expert testimony on each of these issues, and there is considerable risk that the Court or jury would resolve these issues against Lead Plaintiff and the Class.

Lead Counsel and Lead Plaintiff have thoroughly investigated and litigated the case prior to and since their appointment in 2023. Based upon their extensive investigation, consultation with experts, and evaluation of the claims asserted against the Defendants and defenses that might be asserted, Lead Counsel and Lead Plaintiff believe that the Settlement is fair, reasonable, adequate, and in the best interests of the Class. The Settlement provides an immediate and certain monetary recovery. By settling, Lead Plaintiff and Defendants avoid the cost, uncertainty, and delay of continued litigation. The Settling Parties engaged in extensive negotiations that led to the Settlement described in this Notice. Lead Counsel and Lead Plaintiff believe the Settlement is fair because there is no guarantee the Class would win on any of the claims and even if they did win, they might not be awarded any more money than the \$3 million Settlement plus interest, as provided for in the Stipulation, that Defendants have agreed to pay in order to settle the Action. Defendants' lawyers believe the Settlement is fair because even though Defendants deny Lead Plaintiff's claims, Defendants will avoid the cost of continued litigation and risk of losing at trial.

## WHO IS INCLUDED IN THE SETTLEMENT

### 5. How do I know if I am a Class Member?

For the purposes of settlement, with the few exceptions listed below, everyone who fits the following description is a Class Member: All persons who purchased or otherwise acquired PLDT Inc. American Depository Shares during the period from January 1, 2019, through December 21, 2022, inclusive.

### 6. Are there any exceptions to being included as a Class Member?

Yes. You are **not** a Class Member if **any** of the following applies to you:

- a. You are a defendant.
- b. You are one of the defendants' Immediate Family Members.
- c. You are a firm, trust, corporation, or other entity in which a defendant has or had a controlling interest.
- d. You are a subsidiary or affiliate of PLDT.
- e. You are an officer, director, and/or controlling person of PLDT.
- f. You are PLDT's directors' and officers' liability insurance carriers, or any affiliates or

subsidiaries thereof.

- g. You are a legal representative, affiliate, heir, successor in interest, or assign of any of the foregoing.
- h. You properly exclude yourself from the Class.

#### **7. I am still not sure if I'm included**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at (866) 274-4004 or email [info@strategicclaims.net](mailto:info@strategicclaims.net) or you can fill out the Claim Form described in question 10, to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed below. Please do not contact the Court, the Clerk of Court, Defendants, or Defendants' Counsel.

### **THE SETTLEMENT BENEFITS**

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

Defendants have paid or will pay \$3 million in cash into an escrow account that will earn interest, as provided for in the Stipulation, for the benefit of the Class (the "Settlement Fund"). After deduction of Taxes and Tax Expenses, Notice and Administration Expenses, litigation expenses, attorneys' fees, any award to Lead Plaintiff for his costs and expenses, and any other fees or expenses as may be approved by the Court, the balance (the "Net Settlement Fund") will be distributed to the Class Members in accordance with the Plan of Allocation, discussed at pages 14 to 17 below.

In exchange for Defendants' payment, the claims described in response to question number 12 below, "What am I giving up to get a payment or stay in the Class?" will be released, discharged, and dismissed with prejudice.

The proposed Settlement represents a compromise of disputed claims and does not mean that any of the defendants have been found liable for any claims asserted by Lead Plaintiff. Defendants specifically deny any liability and settled this case to avoid the expense of complex litigation.

#### **9. How much will my payment be?**

Your share of the Net Settlement Fund will depend on the number of valid and timely Claim Forms that Class Members send in, how many shares of PLDT ADS you bought, and when you bought and sold them. You should look at the Plan of Allocation that appears below on pages 14 to 17 of this Notice for a description of the calculations to be made by the Claims Administrator in computing the amounts to be paid to "Authorized Claimants," that is, those investors who submit valid and timely Claim Forms establishing they are Class Members.

#### **10. How can I get a payment?**

To qualify for payment, you must timely send in a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice. Read the Claim Form's instructions carefully, fill it out, submit to the Claims Administrator all the documents the Claim Form asks for, sign the Claim Form, and submit it postmarked no later than June 25, 2024, or you can submit the Claim Form online at [www.strategicclaims.net/pldt/](http://www.strategicclaims.net/pldt/) no later than 11:59 p.m. PT on June 25, 2024. Unless the Court orders otherwise, if you do not timely submit a Claim Form, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the final Judgment in the case.

#### **11. When would I get my payment?**

The Settlement is conditioned on two main events: (1) the entry of the Final Judgment by the Court, as

provided for in the Stipulation, after the Court holds a Settlement Hearing to decide whether to approve the Settlement; and (2) the expiration of the applicable period to file all appeals from the judgment. If the Settlement is approved, it is possible there may be an appeal by someone. There is always uncertainty as to how these appeals will be resolved, and resolving them can take time, perhaps more than a year. Also, if certain conditions of the Settlement described in the Stipulation are not met, the Settlement will be terminated and become null and void. In addition, the Claims Administrator will need time to process all of the timely claims before any distribution can be made.

## **12. What am I giving up to get a payment or stay in the Class?**

As a member of the Class, in consideration for the benefits of the Settlement, you will be bound by the terms of the Settlement, and you will release Defendants and the other Released Parties (collectively, the “Released Parties” as defined below) from the Released Claims as defined below.

“Released Defendant Parties” means (i) all defendants, regardless of whether the defendant is a Settling Party, and each and all of their present or former affiliates, predecessors, heirs, executors, administrators, successors and assigns, attorneys, accountants, insurers, financial advisors, commercial bank lenders, investment bankers, representatives, general and limited partners and partnerships, agents, spouses, associates, and assigns of each or any of them or any trust of which a defendant is the settlor or which is for the benefit of the defendant and any entity in which a defendant has a controlling interest, and (ii) each and all of the present and former parents, subsidiaries, divisions, affiliates, successors of PLDT and each and all of the present or former employees, officers, directors, attorneys, accountants, insurers, financial advisors, commercial bank lenders, investment bankers, representatives, general and limited partners and partnerships, agents, spouses, associates, and assigns of each or any of them.

“Released Plaintiff Parties” means (i) Lead Plaintiff, his attorneys, and all other Class Members; (ii) the current and former parents, officers, directors, affiliates, subsidiaries, successors, predecessors, assigns, assignees, and Immediate Family Members of each of the foregoing in part (i); and (iii) for each and every Person listed in part (i), their respective past, present, and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, associates, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employers, expert consultants, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, managing directors, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, spouses, subsidiaries (foreign or domestic), trustees, underwriters, and retained professionals, in their respective capacities as such.

“Released Claims” means any and all claims (including “Unknown Claims” as described below and in ¶1.43 of the Stipulation), debts, disputes, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, sums of money due, judgments, suits, amounts, matters, issues and charges of any kind whatsoever (including, but not limited to, any claims for interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, amounts, or liabilities whatsoever), whether fixed or contingent, asserted or unasserted, discoverable or undiscoverable, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether individual or class in nature, whether arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign (including Philippine law) or domestic, including those that are concealed or hidden, regardless of legal or equitable theory, that (i) arise out of, are based upon, are related to, or are in consequence of any of the facts, allegations, transactions, matters, events, filings, disclosures, non-disclosures, occurrences, representations, statements, acts or omissions or failures to act that were or could have been involved, set forth, referred to, or alleged by Plaintiff and any Class Member in the Action, whether arising under



federal, state, local, common, or foreign law (including Philippine law), or any other law, rule, or regulation, whether individual or class in nature; and (ii) that concern, arise out of, are based upon, or relate to the purchase, acquisition, holding, sale, or disposal of PLDT securities during the Class Period, or that otherwise would have been barred by res judicata had the Action been fully litigated to a final judgment.

“Released Defendants’ Claims” means all claims, including both known claims and Unknown Claims (as described below and in ¶1.43 of the Stipulation), demands, rights, liabilities, suits, debts, obligations, and causes of action of every nature and description, whether known or unknown, that could have been asserted in this action or could in the future be asserted in any forum, whether arising under federal, state, local, common, or foreign law (including Philippine law), by the defendants against Plaintiff or any of the Released Plaintiff Parties, including Lead Counsel and Class Members, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action, except for claims relating to the enforcement of the Settlement.

“Unknown Claims” means any and all Released Claims that Plaintiff or any other Class Members do not know or suspect to exist in their favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any defendant does not know or suspect to exist in their, his, her, or its favor, which if known by any of them, might have affected their, his, her, or its decision(s) to enter into this Settlement, execute this Stipulation, and agree to all the various releases set forth herein, or might have affected their, his, her, or its decision not to object to this Settlement or not exclude themselves, himself, herself, or itself from the Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Claims and Released Defendants’ Claims, the Released Parties stipulate and agree that, upon the Effective Date, Plaintiff and Class Members (as regards to the Released Claims) and defendants (as regards to the Released Defendants’ Claims) shall expressly waive and relinquish, and each Class Member shall be deemed to have, and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code §1542, or any law of any state or territory of the United States, or principle of common law or of international or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

The Released Parties may hereafter discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Action, but they stipulate and agree that, upon the Effective Date of the Settlement, the Released Parties shall expressly waive and by operation of the Judgment, or Alternative Judgment, if applicable, shall have, fully, finally, and forever settled and released, any and all Released Claims or Released Defendants’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that 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 that is negligent, intentional, with or without malice, or a breach of fiduciary duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiff and Defendants acknowledge, and each of the Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

If the Court approves the Settlement, all Class Members who have not excluded themselves in writing

will have fully, finally, and forever settled and released any and all Released Claims, contingent or non-contingent, that now exist, or heretofore have existed, upon any theory of law or equity that were asserted or could have been asserted in the Action.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

#### 13. How do I get out of the Settlement?

If you do not wish to be included in the Class and you do not wish to participate in the proposed Settlement described in this Notice, you may request to be excluded. To exclude yourself from the Class, you must transmit by United States Postal Service or e-mail a signed letter stating that you “request to be excluded from the Class in *Douglas v. PLDT Inc., et al.*, Case No. 2:23-CV-00885-CJC-MAA.” **You cannot exclude yourself by phone.** The request for exclusion must: (a) state the name, address, email address, and telephone number of the Person or Entity requesting exclusion; (b) identify the number of shares of PLDT ADS held immediately before the commencement of the Class Period and after the Class Period; (c) state the number of shares of PLDT ADS purchased, acquired, and/or sold during the Class Period, as well as the dates and prices of each such purchase, acquisition, and/or sale; (d) contain a statement that the Person wishes to be excluded from the Class; and (e) be signed by the Person or Representative of the Entity requesting exclusion. A request for exclusion must be **post-marked if by mail, or e-mailed, no later than July 15, 2024**, to:

EXCLUSIONS – Douglas v. PLDT Inc., et al.  
c/o Strategic Claims Services, Inc.  
600 N. Jackson Street, Suite 205  
Media, PA 19063  
Email: [info@strategicclaims.net](mailto:info@strategicclaims.net)

**Your exclusion must comply with these requirements in order to be valid, unless it is otherwise accepted by the Court.** If you ask to be excluded from the Class, you will not get any Settlement payment, and you cannot object to the Settlement. If you exclude yourself, you will not be legally bound by anything that happens in this Action. You may be able to sue (or continue to sue) PLDT, Defendants, and the other Released Defendants Parties in the future about the claims in this Action. If you have a pending lawsuit against any of the Released Defendant Parties, **please speak to your lawyer in the case immediately.**

### THE LAWYERS REPRESENTING YOU

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

Yes. The Court appointed the law firm Levi & Korsinsky, LLP as Lead Counsel to represent all Class Members. Lead Counsel may be contacted at the addresses and phone numbers listed below:

Shannon L. Hopkins  
Gregory M. Potrepka  
David C. Jaynes  
LEVI & KORSINSKY, LLP  
1111 Summer Street, Suite 403  
Stamford, CT 06905  
Telephone: (203) 992-4523

There is no need to retain your own lawyer, and you will not be separately charged for these lawyers. The Court will determine the amount of Lead Counsel’s fees and expenses, which will be paid from the Settlement Fund. 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?**

At the Settlement Hearing, Lead Counsel will ask the Court to approve payment of up to 25% of the Settlement Fund, or approximately \$750,000, to them for attorneys' fees and a payment of up to \$100,000 to them for reimbursement of litigation expenses. These fees and expenses would pay Lead Counsel for investigating the facts, litigating the case and negotiating the Settlement. Lead Plaintiff will also ask for the Court to approve up to \$5,000 in an award to pay the cost and expenses of Lead Plaintiff. The Court may award less than these amounts.

Additionally, at the Settlement Hearing, Lead Plaintiff will also ask the Court to approve payment of the Claims Administrator's expenses. Those expenses are estimated to be approximately \$125,000 based upon the submission of approximately 12,500 Claim Forms.

**OBJECTING TO THE SETTLEMENT**

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

You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement, Lead Counsel's request for fees and litigation expenses, or Plaintiff's request for reimbursement of cost and expenses must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number, *Douglas v. PLDT Inc., et al.*, Case No. 2:23-CV-00885-CJC-MAA, and (b) be submitted to the Court either by mailing them to the Clerk of Court, United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, California, 92701-4516, or by filing them in person at any location of the United States District Court for the Central District of California by July 15, 2024.

Any objection must further: (a) clearly identify the case name and number, *Douglas v. PLDT Inc., et al.*, Case No. 2:23-CV-00885-CJC-MAA; (b) include the full name, address, email address, and phone number of the objecting Class Member; (c) include a list of all of the Class Member's Class Period transactions in PLDT ADS including number of shares, date of the transactions, and the price of the transactions; (d) identify the number of shares of PLDT ADS held immediately before the commencement of the Class Period and after the Class Period; (e) identify all other class action settlements to which the objector and their, his, her or its counsel has previously objected, copies of any papers, briefs, or other documents upon which the objection is based, and contain the objector's signature, even if represented by counsel; and (f) include a written statement of all grounds for the objection.

If you wish to appear in person at the Settlement Hearing, you must submit to the Court with your objection a Notice of Intention to Appear. If you intend to appear at the Settlement Hearing through counsel, your objection must also state the identity of all attorneys who will appear at the Settlement Hearing and your counsel must submit a Notice of Intention to Appear with the objection.

Copies of any written objection, Notice of Intention to Appear, and all supporting papers and briefs, must be mailed by, or delivered by email such that it is *received* by, each of the following no later than July 15, 2024:

<p><b><i>Lead Counsel</i></b>  Shannon L. Hopkins  Levi &amp; Korsinsky, LLP  1111 Summer Street, Suite 403  Stamford, CT 06905  Email: shopkins@zlk.com</p>	<p><b><i>Defendants' Counsel</i></b>  Daniel M. Perry  Milbank LLP  55 Hudson Yards  New York, NY 10001-2163  Email: DPerry@milbank.com</p>
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If you do not make your objection in the manner provided above, you will be deemed to have waived such objection and forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement or any part thereof, or to Lead Counsel's request for fees and litigation expenses, or Lead Plaintiff's request for reimbursement of cost and expenses.

**17. What's the difference between objecting and being excluded from the Class?**

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

**THE COURT'S SETTLEMENT HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You do not need to attend that hearing, but are welcome to attend if you so desire.

**18. When and where will the Court decide whether to approve the Settlement?**

The Settlement Hearing will be held at 1:30 p.m. on August 5, 2024 before the Honorable Judge Cormac J. Carney, United States District Court for the Central District of California, either via telephonic or video conference, or in Courtroom 9B of the Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, California, 92701-4516. **THE SETTLEMENT HEARING DATE MAY CHANGE WITHOUT FURTHER NOTICE TO THE CLASS, SO PLEASE CHECK THE SETTLEMENT WEBSITE OR THE COURT'S PACER SYSTEM TO CONFIRM THE HEARING DATE.** At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate; whether the proposed plan to distribute the Settlement proceeds (the "Plan of Allocation" described on pages 14 to 17 below) is reasonable; whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of litigation expenses, and whether to approve the request for an award to Lead Plaintiff for his costs and expenses. If there are objections, the Court will consider them. The Court has discretion to listen to people who have made a written request to speak at the hearing. After the hearing, the Court will decide whether to approve the Settlement, the attorneys' fees and reimbursement of litigation expenses request, and the request for an award to Lead Plaintiff for his costs and expenses. We do not know how long these decisions will take.

**19. Do I have to come to the Settlement Hearing?**

No. Lead Counsel will answer questions the Judge 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**20. May I speak at the Settlement Hearing?**

Any Class Member who did not request to be excluded from the Class by July 15, 2024 is entitled to appear at the Settlement Hearing, in person or through a duly authorized attorney, and to show cause why the Settlement should not be approved as fair, reasonable, and adequate. However, you may not be heard

at the Settlement Hearing unless, on or before July 15, 2024, you file a Notice of Intention to Appear and a statement of the position that you will assert and the grounds for the position, together with copies of any supporting papers or brief with the Clerk of Court, United States District Court for the Central District of California, Ronald Reagan Federal Building and United States Courthouse, 411 West Fourth Street, Santa Ana, California, 92701-4516, as described in paragraph 16 above.

Only Class Members who have submitted written notices in this manner may be heard at the Settlement Hearing, unless the Court orders otherwise.

### IF YOU DO NOTHING

#### 21. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement, but you will be bound by the Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Defendant Parties about the legal issues in this case, ever again.

### GETTING MORE INFORMATION

#### 22. Are there more details about the Settlement?

Yes. This Notice summarizes the proposed Settlement. More details (including definitions of various terms used in this Notice) are contained in the pleadings and other papers in this Action, including the formal Stipulation, which have been filed with the Court. Lead Plaintiff's submissions in support of the Settlement, Lead Counsel's fee and expense application, and Lead Plaintiff's request for an award to pay the time and expenses of Lead Plaintiff will be filed with the Court prior to the Settlement Hearing. In addition, information about the Settlement will be posted on the website set up for this case: [www.strategicclaims.net/pldt/](http://www.strategicclaims.net/pldt/). If you have any further questions, you may contact Lead Counsel identified in paragraph 14 above. You also can call the Claims Administrator at (866) 274-4004 to find answers to common questions about the Settlement and obtain information about the status of the Settlement approval process.

### SPECIAL NOTICE TO NOMINEES

#### 23. Special Notice to Banks, Trustees, Brokerage Firms or Other Nominees

If you purchased or acquired PLDT ADS during the Class Period for the beneficial interest of a Person or Entity other than yourself, the Court has directed that **WITHIN TEN (10) CALENDAR DAYS OF RECEIPT OF A NOTICE, YOU MUST EITHER:** (a) provide to the Claims Administrator the name, last known address, and email address of each such beneficial owner; (b) request additional copies of the Postcard Notice from the Claims Administrator, which will be provided to you free of charge, and **WITHIN TEN (10) CALENDAR DAYS** of receipt, mail the Postcard Notice directly to all such beneficial owners, or (c) request the link of this Notice and Claim Form from the Claims Administrator, and **WITHIN TEN (10) CALENDAR DAYS** of receipt, email the link directly to all such beneficial owners. If they are available, you must also provide the Claims Administrator with the e-mails of the beneficial owners. If you choose to follow procedure (b) or (c), the Court has also directed that, upon making that mailing/emailing, **YOU MUST SEND A STATEMENT** to the Claims Administrator confirming that the mailing/emailing was made as directed **WITHIN TEN (10) CALENDAR DAYS** of receipt of the Postcard Notices from the Claims Administrator/link of the Notice and Claim Form and keep a record of the names and mailing addresses/email addresses used to deliver the Postcard Notice/link of the Notice and Claim Form to all such beneficial owners. Upon full and timely compliance with these directions, nominees may seek reimbursement of their reasonable expenses actually incurred, not to exceed (a) \$0.03 per name, mailing address and/or email address (to the extent available) provided to

Claims Administrator; (b) \$0.03 per email for emailing notice to a beneficial owner; or (c) \$0.03 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for mailing the Postcard Notice to a beneficial owner, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. All communications concerning the foregoing should be addressed to the Claims Administrator: Douglas v. PLDT Inc. et al., c/o Strategic Claims Services, Inc., 600 N. Jackson Street, Suite 205, Media, PA 19063.

## **UNDERSTANDING YOUR PAYMENT – THE PLAN OF ALLOCATION**

### **A. Introduction to the Plan of Allocation**

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market or industry-wide factors, or Company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula ("Recognized Loss") described below.

A Recognized Loss will be calculated for each share of PLDT American Depository Shares ("ADS") purchased or otherwise acquired during the Class Period.<sup>2</sup> The calculation of Recognized Loss will depend upon several factors, including when PLDT ADS were purchased or otherwise acquired during the Class Period (i.e., January 1, 2019 through December 21, 2022, inclusive) and in what amounts, and whether such ADS were sold and, if sold, when and for what amounts. The Recognized Loss is not intended to estimate the amount a Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and distribute the Net Settlement Fund equitably and to the extent it is economically feasible. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants.

The Plan of Allocation was created with the assistance of damages consultants and is based on the assumption that the price of PLDT ADS was artificially inflated throughout the Class Period until December 19, 2022 by \$6.22 per share, at which point thereafter the artificial inflation was \$0.00 per share. The computation of the estimated alleged artificial inflation in the price of PLDT ADS during the Class Period is based on the fraudulent courses of conduct alleged by Lead Plaintiff and the price changes in the ADS, net of market and industry-wide factors, in reaction to the public announcement issued on December 19, 2022 that allegedly corrected the fraud alleged by Lead Plaintiff. The Plan of Allocation takes into account that the relevant news on December 19, 2022 was issued prior to the market open and thus this disclosure removed artificial inflation from the price of PLDT ADS on December 19, 2022 (the "Corrective Disclosure Date").

The U.S. federal securities laws allow investors to recover losses caused by disclosures which corrected the Defendants' alleged fraudulent statements. Thus, in order to have recoverable damages, the corrective disclosure of the alleged fraud must be the cause of the decline in the price or value of PLDT ADS. Accordingly, if PLDT ADS was sold before December 19, 2022, the Recognized Loss for such ADS is \$0.00, and any loss suffered is not compensable under the federal securities laws.

The "90-Day Lookback" provision of the Private Securities Litigation Reform Act of 1995 ("PSLRA") is incorporated into the calculation of the Recognized Loss for PLDT ADS. The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on PLDT ADS purchased during the Class Period and held as of the end of the 90-day period subsequent to the Class Period (the "90-Day Lookback Period") cannot exceed the difference between the purchase price paid for

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<sup>2</sup> Throughout the Class Period, PLDT ADS was listed on the New York Stock Exchange under the symbol PHI.

such ADS and its average price during the 90-Day Lookback Period. The Recognized Loss on PLDT ADS purchased during the Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such ADS and its rolling average price during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

In the calculations below, all purchase and sale prices shall exclude any fees, taxes, and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in PLDT ADS executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session for the U.S. financial markets.

A Recognized Loss will be calculated as set forth below for each share of PLDT ADS purchased or otherwise acquired during the Class Period that is listed in the Claim Form and for which adequate documentation is provided.

Please note that the approval of the Settlement is separate from, and not conditioned on, the Court's approval of the Plan of Allocation. You do not need to make any of these calculations yourself. The Claims Administrator will make all of these calculations for you.

### **B. Calculating Recognized Loss for PLDT ADS**

For each share of PLDT ADS purchased or otherwise acquired during the Class Period through December 18, 2022, i.e., January 1, 2019 through December 18, 2022, inclusive, the Recognized Loss per share shall be calculated as follows:

- I. For each share of PLDT ADS purchased during the Class Period through December 18, 2022 that was subsequently sold prior to December 19, 2022, the Recognized Loss per share is \$0.00.
- II. For each share of PLDT ADS purchased during the Class Period through December 18, 2022 that was subsequently sold during the period December 19, 2022 through March 17, 2023, inclusive, (i.e., sold during the 90-Day Lookback Period), the Recognized Loss per share is the lesser of:
  - a. \$6.22 per share; or
  - b. the purchase price minus the sale price; or
  - c. the purchase price minus the "90-Day Lookback Value" on the date of sale provided in Table 1 below.
- III. For each share of PLDT ADS purchased during the Class Period through December 18, 2022 that was still held as of the close of trading on March 17, 2023, the Recognized Loss per share is the lesser of:
  - a. \$6.22 per share;
  - b. the purchase price minus the average closing price for PLDT ADS during the 90-Day Lookback Period, which is \$24.49 per share.
- IV. For each share of PLDT ADS purchased during the Class Period from December 19, 2022 through December 21, 2022, inclusive, the Recognized Loss per share is \$0.00.

Table 1					
90-Day Lookback Value by Sale/Disposition Date					
Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
12/19/2022	\$20.46	1/20/2023	\$24.03	2/21/2023	\$24.84
12/20/2022	\$20.61	1/23/2023	\$24.17	2/22/2023	\$24.83
12/21/2022	\$21.29	1/24/2023	\$24.30	2/23/2023	\$24.82
12/22/2022	\$21.52	1/25/2023	\$24.43	2/24/2023	\$24.80
12/23/2022	\$21.75	1/26/2023	\$24.53	2/27/2023	\$24.78
12/27/2022	\$21.82	1/27/2023	\$24.60	2/28/2023	\$24.75
12/28/2022	\$21.88	1/30/2023	\$24.65	3/1/2023	\$24.73
12/29/2022	\$21.98	1/31/2023	\$24.68	3/2/2023	\$24.71
12/30/2022	\$22.07	2/1/2023	\$24.72	3/3/2023	\$24.70
1/3/2023	\$22.23	2/2/2023	\$24.79	3/6/2023	\$24.70
1/4/2023	\$22.49	2/3/2023	\$24.84	3/7/2023	\$24.68
1/5/2023	\$22.68	2/6/2023	\$24.86	3/8/2023	\$24.67
1/6/2023	\$22.82	2/7/2023	\$24.87	3/9/2023	\$24.64
1/9/2023	\$22.95	2/8/2023	\$24.89	3/10/2023	\$24.61
1/10/2023	\$23.12	2/9/2023	\$24.89	3/13/2023	\$24.58
1/11/2023	\$23.28	2/10/2023	\$24.88	3/14/2023	\$24.56
1/12/2023	\$23.40	2/13/2023	\$24.89	3/15/2023	\$24.53
1/13/2023	\$23.52	2/14/2023	\$24.88	3/16/2023	\$24.51
1/17/2023	\$23.64	2/15/2023	\$24.87	3/17/2023	\$24.49
1/18/2023	\$23.76	2/16/2023	\$24.85		
1/19/2023	\$23.90	2/17/2023	\$24.85		

The Recognized Loss is equal to the Recognized Loss per share multiplied by the number of shares.

### C. General Provisions Applicable to the Plan of Allocation

The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible securities that participate in the Settlement, and when those securities were purchased and sold. The number of Claimants who send in Claims varies widely from case to case.

A purchase or sale of PLDT ADS shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

Acquisition by Gift, Inheritance or Operation of Law: If a Class Member acquired PLDT ADS during the Class Period by way of gift, inheritance, or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of transfer. To the extent that PLDT ADS were originally purchased prior to commencement of the Class Period, the Recognized Loss for that acquisition shall be deemed to be zero (\$0.00).

If a Class Member made more than one purchase/acquisition or sale of PLDT ADS during the Class Period or during the 90-Day Lookback Period, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. With respect to PLDT ADS, sales made during or after the Class Period will be matched first against any holdings as of the close of trading on December 31, 2018 (the last day before the Class Period begins), and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.



The date of covering a “short sale” of PLDT ADS is deemed to be the date of purchase of PLDT ADS. The date of a “short sale” of PLDT ADS is deemed to be the date of sale of PLDT ADS. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a claimant has a short position in PLDT ADS, the earliest subsequent Class Period purchases shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

The Claims Administrator will determine if the Claimant had a “Market Gain” or a “Market Loss” with respect to their, his, her, or its overall transactions in PLDT ADS<sup>3</sup> during the Class Period through December 18, 2022. For purposes of making this calculation, the Claims Administrator will determine the difference between: (i) the Claimant’s Total Purchase Amount<sup>4</sup> and (ii) the sum of the Claimant’s Total Sales Proceeds<sup>5</sup> and the Claimant’s Holding Value.<sup>6</sup> If the Claimant’s Total Purchase Amount minus the sum of the Claimant’s Total Sales Proceeds and the Holding Value is a positive number, that number will be the Claimant’s Market Loss; if the number is a negative number or zero, that number will be the Claimant’s Market Gain.

If a Claimant had a Market Gain with respect to their, his, her, or its overall transactions in PLDT ADS during the Class Period, the value of the Claimant’s Recognized Loss will be set to zero, and the Claimant will in any event be bound by the Settlement. If a Claimant suffered an overall Market Loss with respect to their, his, her, or its overall transactions in PLDT ADS during the Class Period, but that Market Loss was less than the Claimant’s Recognized Loss as calculated above, then the Claimant’s Recognized Loss will be limited to the amount of the Market Loss.

With respect to PLDT ADS purchased through the exercise of a call or put option,<sup>7</sup> the purchase date of the ADS shall be the exercise date of the option and the purchase price shall be the closing price of PLDT ADS on the exercise date. Any Recognized Loss arising from purchases of PLDT ADS acquired during the Class Period through the exercise of an option on PLDT ADS shall be computed as provided for other purchases of PLDT ADS in the Plan of Allocation.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a pro rata share of the Net Settlement Fund based on their, his, her or its total Recognized Losses as compared to the total Recognized Losses of all

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<sup>3</sup> Including transactions in PLDT ADS due to the assignment or exercise of options.

<sup>4</sup> The “Total Purchase Amount” is the total amount the Claimant paid (excluding any fees, commissions, and taxes) for all shares of PLDT ADS purchased/acquired during the Class Period through December 18, 2022. Purchases of ADS that match under FIFO to short positions held prior to the Class Period will be excluded from the calculation. The purchase amount for an assigned call option (i.e., the closing of a written call option due to exercise) shall be equal to the closing ADS price on the date of assignment less the exercise price.

<sup>5</sup> The “Total Sales Proceeds” will be the total amount received (not deducting any fees, commissions, and taxes) for sales of PLDT ADS that are made by the Claimant during the Class Period through December 18, 2022. Sales of ADS that match under FIFO to positions held prior to the Class Period will be excluded from the calculation. The sale amount for an exercised call option (i.e., the closing of a purchased call option due to exercise) shall be equal to the closing ADS price on the date of exercise less the exercise price.

<sup>6</sup> The Claims Administrator will ascribe a “Holding Value” of \$20.46 to each ADS of PLDT purchased/acquired during the Class Period through December 18, 2022 that was still held as of the close of trading on December 18, 2022. For ADS sold short during the Class Period through December 18, 2022 and still held as of the close of trading on December 18, 2022, the Claims Administrator will ascribe a holding value for that ADS as described above, but such holding value will be multiplied by -1 (i.e., equivalent to a closing purchase of such short position).

<sup>7</sup> Including (i) purchases of PLDT ADS as the result of the exercise of a call option on PLDT ADS; and (ii) purchases of PLDT ADS by the seller of a put option on PLDT ADS as a result of the buyer of such put option exercising that put option.

Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (i) first, to pay amounts mistakenly omitted from the initial disbursement (if any); (ii) second, to pay any additional settlement administration fees, costs, and expenses, including those of Lead Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if, in the discretion of Lead Counsel, such second distribution is economically feasible. At such time it is determined that redistribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance shall be contributed to an appropriate non-profit 501(c)(3) organization, to be recommended by Lead Counsel and approved by the Court.

Class Members who do not submit an acceptable Claim Form will not share in the Settlement proceeds. The Stipulation and Judgment dismissing this Action will nevertheless bind Class Members who do not submit a request for exclusion or submit an acceptable Claim Form.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility for, interest in, or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund (except insofar as Defendants' insurance carrier retains the right to a potential refund of the Settlement Amount and accrued interest thereon pursuant to the terms of ¶7.4 of the Stipulation), the Plan of Allocation, the determination, administration or calculation of Claims, the payment of any Claim, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent, Plaintiff's Counsel, or any Claims Administrator likewise will have no liability for their reasonable efforts to execute, administer and distribute the Settlement.

No Authorized Claimant will have any claim against Lead Plaintiff, Lead Counsel or the Claims Administrator, or any other agent designated by Lead Counsel based on the distributions made substantially in accordance with the Stipulation, the Plan of Allocation or further orders of the Court. In addition, in the interest of achieving substantial justice, Lead Counsel will have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claim Forms filed.

Date: March 6, 2024

THE HONORABLE CORMAC J. CARNEY  
United States District Court Judge for the  
Central District of California