

Exhibit A

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

ANTHONY DELAROSA, Individually and on
behalf of all others similarly situated,

Plaintiff,

v.

STATE STREET CORPORATION, JOSEPH L.
HOOLEY, EDWARD J. RESCH, and
MICHAEL W. BELL,

Defendants.

Case No: 1:17-cv-11155-NMG

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (together with all Exhibits thereto, the “Stipulation”), dated as of August 13, 2018, which is entered into by and among (i) the Lead Plaintiff Marlene Konkoly (“Konkoly”) and Plaintiff Anthony Delarosa (“Delarosa” and with Konkoly, “Plaintiffs”), on behalf of themselves and on behalf of the Settlement Class (as defined herein), and (ii) Defendants State Street Corporation (“State Street” or the “Company”), Joseph L. Hooley, Edward J. Resch, and Michael W. Bell (together with State Street, the “Defendants,” and with Plaintiffs, the “Parties”) by and through their undersigned attorneys, states all of the terms of the settlement and resolution of this matter by the Parties. This Stipulation is intended by the Parties to fully, finally, and forever compromise, settle, release, resolve, discharge, and dismiss with prejudice the Action (as defined herein) and all Released Claims (as defined herein) as against all Released Parties (as defined herein), subject to the final approval of the United States District Court for the District of Massachusetts (the “Court”).

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

WHEREAS:

I. The Action

A. On January 27, 2017, Plaintiff Delarosa filed a putative class action lawsuit in the United State District Court for the Central District of California alleging violations of the Securities Exchange Act of 1934 against Defendants (the “Action”) (Dkt. No. 1).

B. On February 27, 2017, the parties filed a stipulation agreeing that Defendants would file a motion to transfer after the appointment of a lead plaintiff and setting forth the schedule for the filing of an amended complaint and response thereto (Dkt. No. 14). On March 6, 2017, Judge Beverly Reid O’Connell entered the stipulation (Dkt. No. 15).

C. On March 28, 2017, Konkoly moved to be appointed lead plaintiff and for approval of The Rosen Law Firm, P.A. as lead counsel (Dkt. No. 22). On May 3, 2017, Judge Reid O’Connell appointed Konkoly as Lead Plaintiff and The Rosen Law Firm, P.A. as Lead Counsel (Dkt. No. 32).

D. On May 15, 2017, Defendants filed a motion to transfer the Action to the United States District Court for the District of Massachusetts (Dkt. No. 33). Defendants’ motion to transfer was fully briefed on June 12, 2017 (Dkt. No. 35). On June 21, 2017, Judge Reid O’Connell granted Defendants’ motion to transfer (Dkt. No. 37) and, on the following day, the Action was transferred to the District of Massachusetts (Dkt. No. 38) and assigned to Judge Nathaniel M. Gorton (Dkt. No. 39).

E. On August 21, 2017, Plaintiffs filed the Amended Class Action Complaint for Violations of the Federal Securities Law (Dkt. No. 54). After the Court entered a stipulation to

file a corrected complaint, on September 6, 2017, Plaintiffs filed the operative corrected Amended Class Action Complaint for Violations of the Federal Securities Law (“Amended Complaint”) (Dkt. No. 58).

F. On October 20, 2017, Defendants filed their motion to dismiss the Amended Complaint (Dkt. No. 62), which was opposed on December 1, 2017 (Dkt. No. 66). The motion to dismiss was fully briefed on December 22, 2017 (Dkt. No. 70).

G. With the motion to dismiss pending, the Parties began to engage in settlement discussions and ultimately reached a settlement.

II. Settlement Negotiations

H. The Parties attended a mediation session with the Hon. Faith Hochberg (Ret.) on April 19, 2018. Prior to the mediation session, the Parties exchanged detailed mediation statements. Although the mediation was unsuccessful, the Parties continued settlement talks with the aid of Judge Hochberg. On May 17, 2018, the Parties filed a Joint Motion to Stay which notified the Court that, on May 15, 2018, they reached a settlement in principle to resolve the Action, and requested that the Court enter a stay to allow time for the Parties to prepare a settlement agreement and a motion for preliminary approval of the settlement (Dkt. No. 72). On May 18, 2018, the Court granted the Parties’ Joint Motion to Stay (Dkt. No. 73). On July 11, 2018, the Court granted the Parties’ motion to continue the stay until August 9, 2018 (Dkt. No. 75).

III. Defendants’ Denial Of Wrongdoing And Liability

I. Throughout the course of this Action, Defendants have denied, and continue to deny, any and all fault, liability, or wrongdoing of any kind, and that the evidence developed supports in any way the claims asserted. Defendants also have denied and continue to deny each and all of the claims and contentions alleged by Plaintiffs on behalf of the Settlement Class.

Without limiting the generality of the foregoing in any way, Defendants have denied and continue to deny, *inter alia*, that any misstatements or materially misleading omissions were made, that Plaintiffs and the Settlement Class have suffered any damages, that the wrongdoing alleged in the Amended Complaint caused Plaintiffs and the Settlement Class any damages, and that Plaintiffs and the Settlement Class were harmed by the conduct alleged in the Action.

J. Defendants are entering into this Stipulation solely to eliminate the uncertainty, distraction, burden, and expense of further litigation and the length of continued proceedings necessary to defend the Action through trial and appeals. Defendants believe that it is desirable that the Action and any other current or future potential actions brought by any Settlement Class Member that relate in any way to the allegations raised by the Plaintiffs be settled upon the terms and conditions set for herein, in order to avoid the further expense and burden of protracted litigation.

K. This Stipulation, whether or not consummated, any proceedings relating to any settlement of the Action, or any of the terms of the settlement of the Action, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession by Defendants or any of the Released Parties with respect to any claim of any wrongdoing, fault, liability, or damages whatsoever, or any infirmity in any defense that Defendants have or could have asserted in the Action.

L. Defendants enter into this Stipulation to eliminate the uncertainties, burden and expense of further litigation. Nothing in this Stipulation shall be construed as an admission by either Defendants or any of the Released Parties of any wrongdoing, fault, liability, or damages whatsoever.

IV. Claims of Plaintiffs and Benefits of Settlement

M. Plaintiffs believe that the claims asserted in the Action have merit. Plaintiffs, however, recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Defendants through trial and appeals. Plaintiffs have also taken into account the uncertain outcome and the risk of any litigation. In particular, Plaintiffs have considered the inherent problems of proof and possible defenses to the federal securities law violations asserted in the Action, including the defenses asserted by Defendants during the litigation, in motions on the pleadings or during settlement negotiations. Plaintiffs have therefore determined that the Settlement set forth in this Stipulation is fair, adequate, reasonable, and in the best interests of the Settlement Class.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs, on behalf of themselves and on behalf of the Settlement Class, and Defendants, by and through their respective undersigned counsel that, subject to the final approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement, the Action and the Released Claims as against the Released Parties shall be fully, finally, and forever compromised, settled, released, resolved, discharged, and dismissed with prejudice upon and subject to the terms and conditions of this Stipulation, as follows.

1. Definitions

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

1.1. “Action” means the putative class action captioned *Delarosa v. State Street Corporation, et al*, Case No. 17-cv-11155-NMG (D. Mass.).

1.2. “Administrative Costs” means all costs and expenses associated with providing notice of the Settlement to the Settlement Class and otherwise administering or carrying out the terms of the Settlement. Such costs may include, without limitation: escrow agent costs, the costs of maintaining and administering the Escrow Account, the costs of publishing the Summary Notice, the costs of printing and mailing the Notice and Proof of Claim, as directed by the Court, and the costs of allocating and distributing the Net Settlement Fund to the Authorized Claimants. Such costs do not include legal fees and expenses.

1.3. “Alternate Judgment” means a form of final judgment that may be entered by the Court with the agreement of the Parties that is different from the Judgment attached hereto as Exhibit B.

1.4. “Amended Complaint” means the corrected Amended Class Action Complaint for Violations of the Federal Securities Law filed by Lead Plaintiff in the Action on September 6, 2017 (Dkt. No. 58).

1.5. “Authorized Claimant” means any Settlement Class Member who is a Claimant and whose claim for recovery has been allowed pursuant to the terms of this Stipulation, the exhibits hereto, and any order of the Court.

1.6. “Award to Plaintiffs” means the requested reimbursement to Plaintiffs for their reasonable costs and expenses (including lost wages) directly related to Plaintiffs’ representation of the Settlement Class in the Action.

1.7. “Business Day” means any day except Saturday or Sunday or any legal holiday, as defined in Rule 6(a)(6)(A) of the Federal Rules of Civil Procedure.

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

1.9. “Claims” means any and all manner of claims, demands, losses, costs, interest, penalties, fees, expert or consulting fees, expenses, rights, rights of recovery, causes of action, duties, obligations, judgments, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description including but not limited to whether known or unknown, direct, indirect, representative, class, individual, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, including both known and Unknown Claims, at law or equity, whether arising under federal, state, local, foreign, statutory, common, administrative, or any other law, statute, rule, or regulation.

1.10. “Claims Administrator” means Strategic Claims Services (“SCS”) or such other entity as the Court shall appoint to administer the Settlement.

1.11. “Defendants” means State Street, Joseph L. Hooley, Edward J. Resch, and Michael W. Bell.

1.12. “Defendants’ Counsel” means the law firm of Wilmer Cutler Pickering Hale and Dorr LLP.

1.13. “Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

1.14. “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 10.3 of this Stipulation have been met and have occurred or have been waived.

1.15. “Escrow Account” means an interest-bearing escrow account established by the Escrow Agent. The Escrow Account shall be managed by the Escrow Agent, subject to the Court’s supervisory authority, for the benefit of Plaintiffs and the Settlement Class in accordance with the terms of the Stipulation and any order of the Court.

1.16. The “Escrow Agent” is Strategic Claims Services. The Escrow Agent shall perform the duties as set forth in this Stipulation and any order of the Court.

1.17. “Final” means, with respect to any order of court, including but not limited to the Judgment, the Alternate Judgment, or any other court order, the latest to occur of the following: (i) the date as of which the time to seek review, alteration, or appeal of the Court’s order has expired without any review, alteration, or appeal having been sought or taken; or (ii) if an appeal, petition, motion, or other application for review, alteration or amendment is filed, sought or taken, the date as of which such appeal, petition, motion or other application shall have been finally determined in such a manner as to affirm the Court’s original order in all material respects and the time, if any, for seeking further review, including any petition for a writ of certiorari, has expired. Any proceeding or order, or any appeal or petition for a writ of certiorari or other form of review pertaining to the amount, payment or allocation of attorneys’ fees, the Plan of Allocation, or the provisions of ¶ 6.2 shall have no effect on finality for purposes of determining the date on which the Final Judgment or any Alternate Judgment becomes Final.

1.18. “Investment Vehicle” means any investment company, pooled investment fund, or customer account of a Defendant, including but not limited to mutual fund families, exchange-traded funds, fund of funds, and hedge funds, in which any Defendant has or may have a direct or indirect interest or as to which its affiliates may act as an investment advisor

or custodian but of which any Defendant or any of its respective affiliates is not a twenty percent (20%) or greater owner or does not hold a beneficial interest of twenty percent (20%) or more.

1.19. “Judgment” means the final order and judgment to be entered by the Court finally approving the Settlement and dismissing the Action with prejudice, materially in the form attached hereto as Exhibit B.

1.20. “Lead Counsel” means The Rosen Law Firm, P.A.

1.21. “Lead Plaintiff” means Marlene Konkoly, as identified in the opening paragraph of the Amended Complaint.

1.22. “Net Settlement Fund” means the Settlement Fund less: (a) Taxes; (b) Administrative Costs; (c) an Award to Plaintiffs as may be approved by the Court; and (d) such attorneys’ fees, costs and expenses as may be approved by the Court.

1.23. “Notice” means the “Notice of Pendency and Proposed Settlement of Class Action,” which is to be provided to Settlement Class Members substantially in the form attached hereto as Exhibit A-1.

1.24. “Opt-Out” means any one of, and “Opt-Outs” means all of, any Persons who otherwise would be Settlement Class Members and have timely and validly requested exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto.

1.25. “Party” means any one of, and “Parties” means all of, the parties to the Stipulation, namely Defendants (as defined herein) and Plaintiffs (on behalf of themselves and the Settlement Class).

1.26. “Person” means individual, corporation, fund, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns.

1.27. “Plaintiffs” means Marlene Konkoly and Anthony Delarosa.

1.28. “Plan of Allocation” means a plan or formula for allocating the Net Settlement Fund to Authorized Claimants pursuant to this Stipulation, and which, subject to approval of the Court, shall be substantially in the form described in the Notice.

1.29. “Post-Card Notice” means the form of notice to be mailed to Class Members, substantially in the form attached hereto as Exhibit A-4.

1.30. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement order (substantially in the form attached hereto as Exhibit A), approving dissemination of the Notice thereof to the Settlement Class, and scheduling the final approval.

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

1.32. “Released Claims” means, to the fullest extent permitted by law or equity, claims, demands, losses, costs, interest, penalties, fees, attorneys’ fees, expenses, rights, rights of recovery, causes of action, duties, obligations, judgments, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities of every nature and description, including Unknown Claims, whether known or unknown, direct or indirect, representative, class, individual, asserted or unasserted, matured or unmatured, accrued or unaccrued, foreseen or unforeseen, disclosed or undisclosed, contingent or fixed or vested, at law or equity, whether

arising under federal, state, local, foreign, statutory, common, administrative, or any other law, statute, rule, or regulation that the Releasing Parties: (a) asserted in the Action; (b) could have asserted or could in the future assert in this Action or any other action or in any forum, that arise from or out of, relate to, or are in connection with the claims, allegations, transactions, alleged or actual prohibited transactions or breaches of duty (including fiduciary duty), facts, events, acts, disclosures, matters or occurrences, errors, statements, representations, actions, failures to act or omissions involved, alleged, described, set forth, or referred to in the complaints filed in the Action or that arise from or out of, relate to, directly or indirectly, or are in connection with the holding, purchase, acquisition, or sale of State Street common stock during the Settlement Class Period (including, without limitation, claims for fraud and negligent misrepresentation); or (c) that arise out of, relate to, or are based on the settlement or resolution of the Action, *provided, however*, that Released Claims do not include claims to enforce this Stipulation. Released Claims also do not include any derivative claims that are or may be asserted by Anne Cutler in *Cutler v. Burnes*, Superior Court Department of the Trial Court of Massachusetts Civil Action No. SUCV2017-2359-BLS1.

1.33. “Released Parties” means (a) any and all of the Defendants and State Street Bank and Trust Company and any person, partnership, firm, corporation, limited liability company, trust, or other entity or organization in which any Defendant has a controlling interest or which is or was related to or affiliated with any of the Defendants; (b) with respect to each of the Persons in subsection (a), their respective past, present and future directors, officers, employees, managers, servants, insurers, co-insurers, reinsurers, attorneys, agents, partners, limited partners, principals, members, trustees, advisors, investment advisors, auditors, accountants, trustees, underwriters, investment bankers, consultants, subsidiaries, parents, any

other entity in which any such parent has a controlling interest or which is or was related to or affiliated with any such parent, successors, predecessors, heirs, immediate family members, and anyone acting or purporting to act for or on behalf of any of them or their successors; and (c) the legal representatives, predecessors, heirs, successors and assigns of any of the foregoing.

1.34. “Released Parties’ Claims” means all claims, demands, rights, remedies, liabilities, and causes of action of every nature and description whatsoever, whether based on federal, state, local, statutory, or common law, or any other law, rule, or regulation, including both known and Unknown Claims, that arise out of or relate in any way to the institution, prosecution, or Settlement of this Action, including but not limited to all claims for malicious prosecution or sanctions. “Released Parties’ Claims” do not include claims to enforce any of the terms of this Stipulation or the Judgment or Alternate Judgment, if applicable.

1.35. “Releasing Parties” means Plaintiffs, each and every Settlement Class Member and each of their respective parent entities, associates, affiliates, subsidiaries, predecessors, successors, assigns, attorneys, immediate family members, heirs, representatives, administrators, executors, devisees, legatees, and estates.

1.36. “Settlement” means the settlement contemplated by this Stipulation.

1.37. “Settlement Amount” means the sum of \$4,900,000 (Four Million Nine Hundred Thousand U.S. Dollars). The Settlement Amount includes all Administrative Costs, Plaintiffs’ Counsel’s attorneys’ fees and expenses (as allowed by the Court), Award to Plaintiffs (as allowed by the Court), Settlement Class Member benefits, as well as any other costs, expenses, or fees of any kind whatsoever associated with the Settlement.

1.38. “Settlement Class” means all Persons who purchased or otherwise acquired State Street common stock during the period from February 27, 2012 through January

18, 2017, both dates inclusive. Excluded from the Class (“Excluded Person”) are (a) Defendants; (b) members of the immediate families of the Defendants; (c) the subsidiaries and affiliates of State Street (*provided, however*, that no ERISA plan for the benefit of any employees of State Street shall be excluded); (d) any person who is a partner, chief executive officer, executive vice president, chief financial officer, principal accounting officer (of if there is no such accounting officer, the controller), director, members, or controlling person of State Street; (e) any entity in which any Excluded Person has a controlling interest; and (f) the legal representatives, heirs, successors, and assigns of any such excluded party; *provided, however*, that any Investment Vehicle shall not be excluded from the Settlement Class. Also excluded from the Settlement Class are those persons who file valid and timely requests for exclusion in accordance with the Court’s Preliminary Approval Order.

1.39. “Settlement Class Member” means any one of, and “Settlement Class Members” means all of, the members of the Settlement Class.

1.40. “Settlement Class Period” means the period from February 27, 2012 through January 18, 2017, inclusive.

1.41. “Settlement Fund” means the Settlement Amount and any interest or other income earned thereon.

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

1.43. “State Street” means State Street Corporation.

1.44. “Summary Notice” means the notice, substantially in the form attached hereto as Exhibit A-3, to be published as set forth in the Preliminary Approval Order.

1.45. “Taxes” means: (a) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; (b) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants and mailing and distribution costs and expenses or penalties relating to the filing or failure to file all necessary or advisable tax returns); and (c) all taxes imposed on payments by the Settlement Fund, including withholding taxes.

1.46. “Unknown Claims” means any Claims of every nature and description which Plaintiffs, any Settlement Class Member, or any Released Party does not know or suspect to exist in his, her, or its favor at the time of Effective Date which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Parties, Plaintiffs, or the Settlement Class, or might have affected his, her, or its decision with respect to the Settlement, or such party’s decision not to opt-out or object to this Settlement. With respect to any and all Released Claims or Released Parties’ Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Settlement Class Members and Released Parties shall be deemed to have waived, and by operation of the Judgment or Alternate Judgment, if applicable, shall have waived, the provisions, rights and benefits of California Civil Code § 1542, which provides:

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

Plaintiffs, the Released Parties, and/or one or more Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims or Released Parties' Claims, but the Defendants and Plaintiffs shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member and Released Party, upon the Effective Date, shall be deemed to have, and by operation of the Judgment or Alternate Judgment, if applicable, shall have, fully, finally, and forever settled and released, any and all Released Claims or Released Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of fiduciary duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and the Settlement Class Members and Released Parties shall be deemed by operation of the Judgment or Alternate Judgment, if applicable, to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

2. The Settlement Consideration

2.1. In consideration of the full and final release, settlement and discharge of all Released Claims against the Released Parties, State Street shall, within the later of fourteen (14) calendar days after (a) the date of entry of the Preliminary Approval Order or (b) receipt by State Street and its insurers of all information necessary to permit them to make payment by wire (payee, tax identification number, wire transfer instructions, and an executed Form W-9 for the recipient of the deposit), pay, or cause to be paid, the Settlement Amount, by wire transfer, to the Escrow Account, provided that State Street must, no later than two (2) business days after the filing

of the motion for preliminary approval of the Settlement, provide Lead Counsel, with the contact information (including email addresses) for the persons to whom the above-noted information is to be provided.

2.2. Payment of the Settlement Amount shall be Defendants' sole monetary obligation under the Settlement. Under no circumstances will Defendants or the Released Parties be required to pay, or cause payment of, more than the Settlement Amount pursuant to this Stipulation and the Settlement for any reason whatsoever, including, without limitation, as compensation to any Settlement Class Member or in payment of any fees or expenses incurred by any Settlement Class Member or Lead Counsel.

3. Handling And Disbursement Of Funds By The Escrow Agent

3.1. No monies will be disbursed from the Settlement Fund until after the Effective Date except:

- (a) As provided in ¶ 3.4 and ¶ 8.2 below;
- (b) As provided in ¶ 10.6 below, if applicable; and
- (c) To pay Taxes on the income earned by the Settlement Fund. Taxes shall be paid out of the Settlement Fund and shall be considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent without prior Order of the Court.

3.2. The Escrow Agent shall invest the Settlement Fund and all interest accrued thereon exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments), except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. The escrow agreement shall provide that, until the Escrow Agent receives joint notification from Lead Counsel and Defendants' Counsel that the Effective Date has occurred, all withdrawal instructions from the

Escrow Account, other than for the payment of Taxes, shall require a signature from Defendants' counsel. Defendants, Defendants' Counsel, and the other Released Parties shall have no responsibility for, interest in, or any liability whatsoever with respect to any investment or management decisions executed by the Escrow Agent. The Settlement Fund shall bear all risks related to the investments of the Settlement Amount in accordance with the guidelines set forth in this ¶ 3.2.

3.3. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation or by an order of the Court. Defendants shall have prompt access to records of the Escrow Account upon request.

3.4. The Escrow Agent may, without further approval from the Court, disburse at the direction of Class Counsel up to \$1,300,000 (one million, three hundred thousand U.S. Dollars) from the Settlement Fund for Administrative Costs. Of that amount, the Escrow Agent may disburse \$500,000 at any time after entry of this order and without approval from Defendants. The remaining \$800,000 may be disbursed prior to the Effective date only with the consent of Defendants, which shall not be unreasonably withheld, or after the Effective Date without further consent from Defendants. In the event that the Settlement is not consummated, money paid or incurred for Notice and Administration Costs, including any related fees, shall not be returned or repaid to State Street or its insurers. Any dispute concerning whether a failure to provide approval called for by the Settlement Agreement or this Stipulation was reasonable shall be submitted to the Court.

4. Taxes

4.1. The Parties agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. In addition,

Lead Counsel or their designee shall timely make such elections as necessary or advisable to carry out the provisions of this § 4, including the “relation-back election” (as defined in Treasury Regulation § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel or their designee to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.2. For purposes of § 468B of the Internal Revenue Code of 1986, as amended, and Treasury Regulation § 1.468B-2(k)(3) promulgated thereunder, the “administrator” shall be Lead Counsel or their designee. Lead Counsel or their designee shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including without limitation the returns described in Treasury Regulation § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 4.1) shall be consistent with this § 4 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund.

4.3. All Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and expenses and costs incurred in connection with the operation and implementation of this § 4 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses or penalties relating to filing (or failing to file) the returns described in ¶ 4.2), shall be paid out of the

Settlement Fund, as appropriate. Defendants, their counsel and the other Released Parties shall have no liability or responsibility for the Taxes. Taxes shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes (as well as any amounts that may be withheld under Treasury Regulation § 1.468B-2(1)(2)). Defendants, Defendants' Counsel, and the other Released Parties shall have no responsibility for, interest in, or any liability whatsoever with respect to the foregoing provided in this § 4. The Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the provisions of this § 4.

5. Preliminary Approval Order, Notice Order, And Settlement Hearing

5.1. Within ten (10) business days of the execution of this Stipulation, Lead Plaintiff will move for preliminary approval of the Settlement, certification of the Settlement Class for settlement purposes only, and the scheduling of a hearing for consideration of final approval of the Settlement ("Preliminary Approval Motion"). Lead Counsel shall submit this Stipulation and its exhibits to the Court and shall apply for entry of a preliminary approval order in the form of Exhibit A hereto, seeking, including among other things, approval (1) for the mailing of the Post Card Notice in the form of Exhibit A-4 hereto, or, in the alternative and to the extent available, the e-mailing of the Summary Notice in the form of Exhibit A-3 hereto, (2) for the posting of the Notice in the form of Exhibit A-1 hereto on the internet, (3) for the publication of Summary Notice in the form of Exhibit A-3 hereto, and (4) of the Proof of Claim form in the form attached as Exhibit A-2 hereto. The mailed or e-mailed Notice shall include the general terms of the

Settlement and the provisions of the Plan of Allocation, and shall set forth the procedure by which recipients of the Notice may object to the Settlement or the Plan of Allocation or request to be excluded from the Settlement Class. The date and time of the Settlement Hearing shall be added to the Notice before it is mailed or otherwise provided to Settlement Class Members. Defendants shall not object to, or have any responsibility for, Lead Counsel's proposed Plan of Allocation. Defendants are solely responsible for determining the form of notice to be provided for the purpose of satisfying the requirements of the Class Action Fairness Act, including its drafting and all costs related thereto. The Claims Administrator shall mail the CAFA Notice, at the expense of State Street, and shall submit an affidavit describing the efforts taken to effect such notice. Lead Plaintiff shall cooperate in good faith to address any comments or concerns of the Defendants with respect to the Preliminary Approval Motion.

5.2. To assist in dissemination of notice, State Street will cooperate in obtaining from the Company's transfer records, information concerning the identity of Settlement Class Members, including any names and addresses of Settlement Class Members and nominees or custodians that exists in such transfer records ("Settlement Class Information"). The Company shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Plaintiffs, within one hundred (100) calendar days prior to the date set by the Court for the final approval of the settlement, transfer records in electronic searchable form, such as Excel, containing the Settlement Class Information. The Parties acknowledge that any information provided to Lead Counsel by the Company pursuant to this Paragraph shall be treated as confidential and will be used by Lead Counsel solely to deliver the Notice and/or implement the Settlement, including the Plan of Allocation.

5.3. At the time of the submission described in ¶ 5.1 hereof, the Parties, through their counsel, shall jointly request that, after the Notice is provided, the Court hold the Settlement Hearing and (i) approve the Settlement as set forth herein and (ii) enter a Judgment substantially in the form of Exhibit B hereto, as promptly after the Settlement Hearing as possible.

5.4. The Settlement is expressly conditioned upon, among other things, the entry of a Judgment substantially in the form attached hereto as Exhibit B or an Alternate Judgment. Plaintiffs, by and through Lead Counsel, shall move for entry of the Judgment, including, among other things, the releases described herein.

6. Releases And Covenants Not To Sue

6.1. Upon the Effective Date, the Releasing Parties, on behalf of themselves, their past, present, and future heirs, executors, administrators, trustees, predecessors, successors and assigns, and any other Person claiming (now or in the future) to be acting on behalf of any of them, regardless of whether any such Releasing Party ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim, any disbursement from the Settlement Fund, (a) shall have and be deemed to have, and by operation of the Judgment, or Alternate Judgment, shall have, irrevocably and unconditionally, fully, finally, and forever released, waived, relinquished, discharged, and dismissed, with prejudice, all Released Claims against the Released Parties; (b) shall have and be deemed to have covenanted not to sue, directly or indirectly any Released Party with respect to any and all of the Released Claims; and (c) shall be forever and permanently barred and enjoined from directly or indirectly filing, commencing, instituting, continuing, asserting, intervening in, or prosecuting, or assisting any Person in instituting, continuing, asserting or prosecuting in any forum, any Released Claim, in any capacity, against any of the Released Parties. This release does not include any derivative claims that are or may

be asserted by Anne Cutler in *Cutler v. Burnes*, Superior Court Department of the Trial Court of Massachusetts Civil Action No. SUCV2017-2359-BLS1.

6.2. Upon the Effective Date, Defendants, on behalf of themselves, their heirs, executors, predecessors, successors, and assigns, shall be deemed to have, and by operation of the Judgment, or Alternate Judgment, shall have fully, finally, and forever released, waived, relinquished, and discharged Plaintiffs, Settlement Class Members and Lead Counsel from all Released Parties' Claims, and shall be permanently enjoined from prosecuting the Released Parties' Claims against Plaintiffs, Settlement Class Members, and Lead Counsel.

6.3. Nothing contained herein shall, however, bar the Releasing Parties, Defendants, or any Released Party from bringing any action or claim to enforce the terms of this Stipulation or the Judgment or Alternate Judgment, if applicable.

6.4. The releases and waivers contained in this Section were separately bargained for and are essential elements of this Settlement Agreement and the Class Settlement.

7. Administration And Calculation Of Claims, Final Awards And Supervision And Distribution Of The Settlement Fund

7.1. Under the supervision of Lead Counsel, acting on behalf of the Settlement Class, and subject to such supervision and direction of the Court as may be necessary or as circumstances may require, the Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. The Released Parties shall not have any role in, or responsibility or liability to any Person, including without limitation any Settlement Class Member, for the administration of the Settlement or the solicitation, review, or evaluation of Proofs of Claim, nor shall any discovery be taken of Defendants in connection therewith.

7.2. The Settlement Fund shall be applied as follows:

(a) To pay the Taxes described in § 4 above;

(b) To pay Administrative Costs;

(c) To pay Lead Counsel's attorneys' fees and expenses and Awards to Plaintiffs for reimbursement of their time and expenses pursuant to ¶ 8.1 below, to the extent allowed by the Court; and

(d) To distribute the balance of the Net Settlement Fund to the Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, or the Court.

7.3. Upon and after the Effective Date, the Net Settlement Fund shall be distributed to Authorized Claimants in accordance with the terms of the Plan of Allocation set forth in the Notice and any orders of the Court.

7.4. This is not a claims-made settlement, and if all conditions of the Stipulation are satisfied and the Judgment or Alternate Judgment becomes Final, no portion of the Settlement Fund will be returned to State Street. Defendants, their counsel and the other Released Parties shall have no responsibility for, involvement in, interest in, or liability whatsoever with respect to the investment or distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claims against Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel based on distribution determinations or claim rejections made substantially in accordance with this Stipulation and the Settlement contained herein, the Plan of Allocation, or orders of the Court. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proofs of Claim filed where doing so is in the interest of achieving substantial justice.

7.5. It is understood and agreed by the Parties that any proposed Plan of Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a condition of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating to the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Stipulation, or affect or delay the finality of the Judgment or Alternate Judgment and the releases contained therein, or any other orders entered pursuant to this Stipulation.

7.6. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Proofs of Claim submitted; (b) approving payment of any fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

7.7. Payment pursuant to the Distribution Order shall be final and conclusive against all Settlement Class Members. All Settlement Class Members whose Proofs of Claim are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants and the other Released Parties with respect to any and all of the Released Claims.

7.8. No person or entity shall have any claim against Plaintiffs, Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel, Defendants or the other Released Parties and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or any order of the Court. Plaintiffs and Defendants, and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

7.9. All proceedings with respect to the administration, processing, and determination of Proofs of Claim and determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Proofs of Claim, shall be subject to the jurisdiction of the Court. All Settlement Class Members and Parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

8. Lead Counsel's Attorneys' Fees And Reimbursement Of Expenses

8.1. Lead Counsel may submit an application or applications (the "Fee and Expense Application") for distributions from the Settlement Fund to Lead Counsel for (a) an award of attorneys' fees not to exceed one third of the Settlement Amount, (b) reimbursement of reasonable costs and expenses actually incurred, including the fees and expenses of experts and/or consultants, incurred in connection with prosecuting the Action, and (c) an Award to Plaintiffs of not more than Four Thousand Dollars (\$4,000.00) in total, or Two Thousand Dollars (\$2,000) to

each, for reimbursement of their time and expenses in connection with the Action (collectively, the “Fee and Expense Award”). Defendants shall take no position with respect to the Fee and Expense Application(s) or the Fee and Expense Award.

8.2. Except as otherwise provided in this paragraph, the Fee and Expense Award shall be paid to Lead Counsel from the Settlement Fund within two (2) Business Days after the date the Court enters the Judgment or Alternate Judgment, if applicable, and an order awarding such fees and expenses, notwithstanding any objections to or appeals of such order or of the Judgment or Alternate Judgment, if applicable. Lead Counsel may allocate the Fee and Expense Award among other plaintiffs’ counsel in a manner in which they in good faith believe reflects the contributions of such counsel to the initiation, prosecution and resolution of the Action. In the event that the Effective Date does not occur, or the Fee and Expense Award is reduced or reversed in whole or in part on appeal or further review, then Lead Counsel shall be obligated to refund to the Escrow Account, within ten (10) Business Days from receiving notice from Defendants’ Counsel or from a court of appropriate jurisdiction of such event, an amount consistent with such reduction or reversal, including accrued interest at the same rate as is earned by the Settlement Fund from the date of payment of the award until the date of refund. Lead Counsel, on behalf of itself and each partner and/or shareholder of The Rosen Law Firm, P.A., agrees that The Rosen Law Firm, P.A. and its partners and/or shareholders are subject to jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph, and each shall be jointly and severally liable for repayment of all attorneys’ fees and expenses awarded by the Court.

8.3. The procedure for, and allowance or disallowance by the Court of, the Fee and Expense Application are not a condition of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court’s consideration of the fairness,

reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order of or proceedings relating to the Fee and Expense Application or the Fee and Expense Award, or any objection to, motion regarding or appeal from any order or proceedings relating thereto or reversal or modification thereof, shall not operate to modify, terminate, or cancel this Stipulation, or affect or delay the finality of the Judgment or Alternate Judgment, if applicable, or the releases contained therein or any other orders entered pursuant to this Stipulation. None of the Parties may terminate or cancel the Settlement on the basis of the amount of any Fee and Expense Award.

8.4. Any award of attorneys' fees and/or expenses to Lead Counsel or Award to Plaintiffs shall be paid solely from the Settlement Fund and shall reduce the settlement consideration paid to the Settlement Class accordingly. No Defendant shall have any responsibility for payment of Lead Counsel's attorneys' fees and expenses or other awards to Plaintiffs beyond the obligation of State Street to fund the Settlement Amount as set forth in ¶ 2.1 above. The Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payments to Lead Counsel, Plaintiffs, the Settlement Class, and/or any other Person who receives payment from the Settlement Fund.

9. Class Certification

9.1. The Parties hereby stipulate, for purposes of the Settlement only, to: (a) certification of the Action as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure; (b) appointment of Plaintiffs as the class representatives; and (c) appointment of Lead Counsel as class counsel for the Settlement Class pursuant to Rule 23(g). In the event that the Judgment or Alternate Judgment, if applicable, does not become Final or the Settlement fails to become effective for any reason, the Parties reserve all their rights on all issues. In such an event, Defendants reserve all rights to object to and oppose class certification or challenge the

standing of Plaintiffs or any other intervening plaintiff, and this Stipulation shall not be offered as evidence of any agreement, admission, or concession that any class should be or remain certified in the Action or that any plaintiff has standing.

10. Conditions Of Settlement, Effect of Disapproval, Cancellation Or Termination

10.1. Plaintiffs, on behalf of the Settlement Class, and Defendants shall, each in their separate discretions, have the right to terminate the Settlement and Stipulation (a “Termination”) by providing written notice of their or its election to do so to all other Parties within thirty (30) calendar days of:

(i) the Court declining to enter the Preliminary Approval Order in any material respect;

(ii) the Court refusing to approve this Stipulation in any material respect;

(iii) the Court declining to enter the Judgment, or an Alternate Judgment acceptable to the Parties, in any material respect;

(iv) the date upon which the Final Judgment is modified or reversed by the Court, the United States Court of Appeals, or the United States Supreme Court in any material respect. However, any decision or proceeding after the Court enters the Judgment or Alternate Judgment, if applicable, whether in this Court or any appellate court, with respect to the Fee and Expense Application or the Plan of Allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement or Stipulation.

In the absence of any of the events enumerated in this ¶ 10.1, ¶ 10.2, or ¶ 10.5, no Party shall have the right to terminate the Agreement for any reason.

10.2. If the Settlement Amount is not paid into the Escrow Account in accordance with ¶ 2.1 of this Stipulation, then Plaintiffs, on behalf of the Settlement Class, and not

Defendants, shall have the right to, at any time prior to the Court's entry of the Final Judgment (a) terminate the Settlement and Stipulation by providing written notice to Defendants or (b) enforce the terms of the Settlement and this Stipulation and seek a judgment effecting the terms herein, subject to Defendants' right to cure any failure to pay within five (5) Business Days of receiving written notice of such deficiency.

10.3. The Effective Date of this Stipulation and the Settlement incorporated therein shall be the date on which all of the following events have occurred or been waived:

(a) the Court has entered the Preliminary Approval Order set forth in Exhibit A attached hereto;

(b) the Settlement Amount has been deposited into the Escrow Account, as set forth in ¶ 2.1;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(f) the Court has entered the Judgment, and the Judgment has become Final, or the Court has with the consent of the Parties entered an Alternate Judgment and none of the Parties seek to terminate the Alternate Judgment and it has become Final.

10.4. Upon the occurrence of the Effective Date, any and all interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, except as set forth in this Stipulation, and the releases herein shall be effective.

10.5. If prior to Judgment or Alternate Judgment, if applicable, Persons who otherwise would be Settlement Class Members have filed with the Court valid and timely requests for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order and the notice given pursuant thereto (“Opt-Outs”), and such Persons in the aggregate purchased securities during the Settlement Class Period in an amount greater than the amount specified in a separate Supplemental Agreement between the Parties (the “Supplemental Agreement”), then Defendants shall have, each in his or its sole and absolute discretion, the option to terminate this Stipulation and Settlement in strict accordance with the requirements and procedures set forth in the Supplemental Agreement (hereinafter the “Supplemental Termination Option”). The Supplemental Agreement shall not be filed with the Court unless and until a dispute among the Parties concerning its interpretation or application arises.

10.6. If the Settlement is terminated by Plaintiffs or Defendants, the Court does not approve the Settlement, the Judgment, or Alternate Judgment, if any, does not or cannot become Final, or the Effective Date otherwise fails to occur, then: (a) this Stipulation shall be without force and effect upon the rights of the Parties, and none of its terms (other than this ¶ 10.6 and ¶¶ 8.2, 11.1, 12.3, 12.5, 12.6, and 12.16) shall be effective or enforceable; (b) the Parties shall be restored to their respective positions in the Action immediately prior to the date of this Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice; (c) the terms and provisions of

this Stipulation, with the exception of this ¶ 10.6 and ¶¶ 8.2, 11.1, 12.3, 12.5, 12.6, and 12.16, shall have no further application with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, or Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; (d) within seven (7) Business Days (except as otherwise provided in the Supplemental Agreement) after the occurrence of such event, Plaintiffs shall return (or cause to be returned) to State Street any monies remaining in the Escrow Account, including any accrued interest thereon, but less any Administrative Costs that were reasonably and actually incurred and paid or payable from the Settlement Fund as of the date of termination and any Taxes actually incurred and paid or payable as of the date of termination, by check or wire transfer pursuant to written instructions from State Street. At the request of State Street, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, to State Street pursuant to written direction from State Street.

11. No Admission Of Liability Or Wrongdoing

11.1. This Stipulation (whether or not it is consummated or terminated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved any negotiations leading to the execution of proceedings or agreements relating to the Stipulation and the Settlement (including any arguments proffered in connection therewith)), all matters arising in connection with such negotiations, proceedings or agreements, and all acts performed or documents executed pursuant to or in furtherance of this Stipulation:

(a) do not constitute, and shall not be offered or received against Defendants or any other Released Party as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission of any kind;

(b) do not constitute, and shall not be offered or received against any of the Defendants as evidence of an admission by any of those Defendants with respect to the truth of any fact alleged in the Complaint or the validity of any Released Claim, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, damages, negligence, fault, or wrongdoing of the Defendants;

(c) do not constitute, and shall not be offered or received against Defendants or any other Released Party as evidence of a presumption, concession, or admission of any fault, misstatement, or omission with respect to any statement or written document approved or made by Defendants, or against the Plaintiffs, or any other Settlement Class Member as evidence of any infirmity in the claims or defenses that have been or could have been asserted in the Action;

(d) do not constitute, and shall not be offered or received against Defendants or any other Released Parties as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against Defendants or any other Released Parties in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; provided, however, that if this Stipulation is approved by the Court, the Released Persons may refer to it to effectuate the release of Released Claims and other liability protections granted them hereunder;

(e) do not constitute, and shall not be construed against Defendants or any other Released Parties 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;

(f) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Plaintiffs or any other Settlement Class Members that any of their claims are without merit or infirm or that damages recoverable in the Action would not have exceeded the Settlement Amount; and

(g) shall not, in the event the Settlement is terminated as described in this Stipulation, be used by any Party for any purpose in any trial in this Action.

11.2. The Parties may file or refer to this Settlement and the Judgment or Alternate Judgment, if applicable, to (a) effectuate the liability protection granted thereunder, including, without limitation, to support injunctive relief, or a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or (b) effectuate the liability protections granted them under any applicable insurance policies. The Parties may file this Stipulation, the Settlement and/or the Judgment or Alternate Judgment, if applicable, in any action that may be brought to enforce the Settlement or Final Judgment.

12. Miscellaneous Provisions

12.1. The Parties acknowledge that it is their intent to consummate the Settlement, and agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and use their best efforts to accomplish the terms and conditions of the Stipulation

12.2. The Parties and their counsel represent that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Settlement, the Plan of Allocation, or Lead Counsel's Fee and Expense Application.

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

12.4. Plaintiffs and Lead Counsel represent and warrant that none of the Plaintiffs' Claims or causes of action against one or more Defendants in the Action, or referred to in this Stipulation, or that could have been alleged against one or more Defendants in the Action, have been assigned, encumbered, conveyed, given, granted or in any manner transferred in whole or in part.

12.5. This Stipulation, together with its exhibits and the Supplemental Agreement constitutes the entire agreement between the Parties related to the Settlement and supersedes any prior agreements. In the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party concerning this Stipulation, other than the representations, warranties, and covenants expressly set forth herein and in the Supplemental Agreement. Plaintiffs, on behalf of themselves and the Settlement Class, acknowledge and agree that any and all other representations and warranties of any kind or nature, express or implied, are specifically disclaimed and were not relied upon in connection with this Stipulation.

12.6. The Parties agree that no Party was or is a “prevailing party” in the Action. Except as otherwise provided herein, each Party shall bear its own costs.

12.7. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and Defendants’ Counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith nor will they deny that the Action is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiffs and their counsel and Defendants and Defendants’ Counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

12.9. This Stipulation shall be binding upon, and shall inure to the benefit of, the Parties and their respective agents, successors, executors, heirs, and assigns, including any Released Parties, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate or reorganize.

12.10. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

12.11. Each counsel or other Person executing this Stipulation and any documents prepared in furtherance of it on behalf of any Party hereto, hereby warrants that such Person has the full authority to do so.

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

12.13. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement, and the Settlement, and any all disputes arising out of or relating in any way to this Stipulation and Settlement, whether in contract, tort or otherwise, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of laws principles.

12.14. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

12.15. The Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

12.16. All agreements by, between or among the Parties, their counsel and their other advisors as to the confidentiality of information exchanged between or among them shall remain in full force and effect, and shall survive the execution and any termination of this

Stipulation and the final consummation of the Settlement, if finally consummated, without regard to any of the conditions of the Settlement.

12.17. The Parties shall not assert or pursue any action, claim, or rights that any party violated any provision of Rule 11 of the Federal Rules of Civil Procedure and/or the Private Securities Litigation Reform Act of 1995 in connection with the Action, the Settlement, the Stipulation, or the Supplemental Agreement. The Parties agree that the Action was resolved in good faith following arm's-length bargaining, and that the Action was brought and defended in full compliance with applicable requirements of good faith litigation under the Securities Exchange Act of 1934, Rule 11 of the Federal Rules of Civil Procedure and/or the Private Securities Litigation Reform Act of 1995.

12.18. Any failure by any of the Parties to insist upon the strict performance by any other Party of any of the provisions of the Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by the other Parties to this Stipulation.

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

12.20. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are

the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties have executed this Stipulation by their undersigned counsel effective as of the date set forth below.

Dated: October 31, 2018

THE ROSEN LAW FIRM, P.A.

By: /s/ Laurence M. Rosen
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Lead Counsel for Lead Plaintiffs

Dated: October 31, 2018

**WILMER CUTLER PICKERING HALE AND
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