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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated May 9, 2025 (the “Stipulation”), is made and entered into by and among: (i) Lead Plaintiff International Trading Group, Inc. (“Lead Plaintiff”), on behalf of itself and each Class Member,¹ by and through its counsel of record in *Luo v. Spectrum Pharmaceuticals, Inc., et al.*, Case No. 2:21-cv-01612-CDS-BNW (D. Nev.) (the “Litigation”); and (ii) Spectrum Pharmaceuticals, Inc. (“Spectrum” or the “Company”),² Joseph W. Turgeon, Kurt A. Gustafson, Francois J. Lebel, and Thomas J. Riga (collectively, “Individual Defendants” and together with Spectrum, the “Defendants”), by and through their counsel of record in the Litigation. The Lead Plaintiff and the Defendants are referred to herein as the “Parties” or “Settling Parties.” The Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Litigation and the Released Plaintiff’s Claims, subject to the approval of the Court and the terms and conditions set forth in this Stipulation.

I. THE LITIGATION

The Litigation is currently pending before Judge Cristina D. Silva in the United States District Court for the District of Nevada (the “Court”). The initial complaint in the Litigation was filed on August 31, 2021. On July 28, 2022, the Court appointed International Trading Group, Inc. as Lead Plaintiff and Robbins Geller Rudman & Dowd LLP as Lead Counsel.

On September 26, 2022, Lead Plaintiff filed the Amended Consolidated Class Action Complaint (the “Complaint”) alleging violations of §§10(b), 20(a), and 20A of the Securities Exchange Act of 1934 (the “Exchange Act”). On November 30, 2022, Defendants moved to dismiss the Complaint. Lead Plaintiff filed its opposition to the motion on January 27, 2023, and Defendants filed their reply on February 27, 2023. The Court held a hearing on Defendants’ motion to dismiss on February 6, 2024, and granted the motion without prejudice.

On March 29, 2024, Lead Plaintiff filed the Second Amended Consolidated Class Action Complaint (the “Amended Complaint”). Defendants moved to dismiss the Amended Complaint on May 13, 2024. Lead Plaintiff filed its opposition to the motion to dismiss on June 27, 2024, and

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in §IV.1 herein.

² Spectrum was acquired by Assertio Holdings, Inc. on July 31, 2023.

1 Defendants filed their reply brief on July 22, 2024. On October 7, 2024, the Court issued an order
2 granting in part and denying in part Defendants' motion to dismiss the Amended Complaint.

3 On October 23, 2024, Lead Plaintiff and Defendants filed their joint proposed discovery plan
4 and proposed schedule, which was entered on October 24, 2024.

5 The Court's October 7, 2024 Order also referred the case to a magistrate judge for a
6 mandatory settlement conference pursuant to Local Rule 16-5. Magistrate Judge Brenda Weksler
7 scheduled a settlement conference for January 22, 2025.

8 The Parties thereafter agreed to engage a private mediator and on January 10, 2025,
9 Magistrate Judge Weksler entered an order granting the Parties' Joint Motion to Abate the
10 Settlement Conference and Amend Scheduling Order.

11 Lead Plaintiff and Defendants participated in a voluntary confidential mediation session with
12 David M. Murphy (of Phillips ADR), an experienced mediator, on March 20, 2025. The mediation
13 session was preceded by the submission and exchange of opening and reply mediation statements by
14 both Lead Plaintiff and Defendants. The Parties engaged in good-faith negotiations, but did not
15 reach a settlement at the mediation session. Following additional settlement discussions with Mr.
16 Murphy, on March 26, 2025, the Parties accepted a mediator's proposal to settle the Litigation in
17 return for a cash payment of \$15.95 million to be paid by Defendants and/or their insurers on behalf
18 of Defendants for the benefit of the Class, subject to the negotiation of the terms of a stipulation of
19 settlement and approval by the Court. This Stipulation (together with the Exhibits hereto) has been
20 duly executed by the undersigned signatories on behalf of their respective clients, and reflects the
21 final and binding agreement among the Settling Parties.

22 **II. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

23 Throughout this Litigation, Defendants have denied, and continue to deny, any and all of the
24 claims alleged in the Litigation, including any allegations of fault, liability, wrongdoing, or damages
25 whatsoever. Specifically, Defendants expressly have denied, and continue to deny, that they have
26 committed any act or made any materially misleading statement giving rise to any liability under the
27 federal securities laws. Defendants expressly have denied, and continue to deny, that they have
28 committed any wrongdoing or violations of law as alleged in any complaint in the Litigation or that

1 could have been alleged in the Litigation, and Defendants maintain that their conduct was at all times
2 proper and in compliance with applicable provisions of law. Defendants also have denied, and
3 continue to deny, that they made any material misstatement or omission or engaged in any fraudulent
4 schemes; that the price of Spectrum common stock was artificially inflated during the Class Period
5 as a result; that any Class Member, including Lead Plaintiff, suffered any damages; or that any Class
6 Member, including Lead Plaintiff, was harmed by any conduct alleged in the Litigation or that could
7 have been alleged therein. Defendants maintain that they have meritorious defenses to all claims
8 alleged in the Litigation.

9 As set forth below, neither the Settlement nor any of the terms of this Stipulation shall be
10 construed or deemed to be evidence of or constitute an admission, concession, or finding with
11 respect to any claim or allegation of any fault, liability, wrongdoing, or damage whatsoever, or any
12 infirmity in the defenses that Defendants have, or could have, asserted. Defendants are entering into
13 this Stipulation solely to eliminate the burden, expense, and uncertainty of further litigation.
14 Defendants have determined that it is desirable and beneficial to them that the Litigation be settled in
15 the manner and upon the terms and conditions set forth in this Stipulation.

16 **III. LEAD PLAINTIFF'S CLAIMS AND THE BENEFITS OF SETTLEMENT**

17 Lead Plaintiff and Lead Counsel believe that the claims asserted in the Litigation have merit
18 and that the evidence developed to date supports the claims asserted therein. However, Lead
19 Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued
20 proceedings necessary to prosecute the Litigation through trial and through appeals. Lead Plaintiff
21 and Lead Counsel also have taken into account the uncertain outcome and the risks of any litigation,
22 especially in a complex action such as this Litigation, as well as the difficulties and delays inherent
23 in this Litigation. Lead Plaintiff and Lead Counsel also are mindful of the inherent problems of
24 proof under and possible defenses to the securities law violations asserted in the Litigation. Lead
25 Plaintiff and Lead Counsel believe that the Settlement set forth in this Stipulation confers substantial
26 benefits upon the Class. Based on their own investigation and evaluation, Lead Plaintiff and Lead
27 Counsel have determined that the Settlement set forth in this Stipulation is in the best interests of
28 Lead Plaintiff and the Class.

IV. TERMS OF THE STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, without any concession by Lead Plaintiff that the Litigation lacks merit, and without any concession by Defendants of any liability, wrongdoing, fault, damages, or lack of merit in the defenses asserted, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiff (on behalf of itself and the Class Members) and Defendants, by and through their respective counsel, that, subject to the 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 Litigation, and the Released Plaintiff's Claims shall be finally, fully, and forever compromised, settled, and released, and the Litigation shall be dismissed with prejudice upon and subject to the terms and conditions of this Stipulation, as follows:

1. Definitions

As used in this Stipulation and in any Exhibits attached hereto and made a part hereof, the following terms, when capitalized, have the meanings specified below:

1.1 "Authorized Claimant" means any Class Member who submits a valid Claim to the Claims Administrator that is accepted for payment pursuant to the Court-approved Plan of Allocation.

1.2 "Claim(s)" means a paper claim submitted on a Proof of Claim and Release form or an electronic claim that is submitted to the Claims Administrator.

1.3 "Claims Administrator" means the firm retained by Lead Plaintiff and Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

1.4 "Class" means all Persons who purchased or otherwise acquired Spectrum common stock between March 7, 2018, and August 5, 2021, inclusive. Excluded from the Class are: (i) Defendants and members of the Individual Defendants' immediate families; (ii) the officers and directors of Spectrum during the Class Period, and members of their immediate families; (iii) the legal representatives, heirs, successors, or assigns of any of the foregoing; and (iv) any entity in

1 which any Defendant has or had a controlling interest. Also excluded from the Class is any Person
2 who properly excludes himself, herself, itself, or themselves from the Class by submitting a valid
3 and timely request for exclusion. To the extent any Spectrum employee benefit plan receives a
4 distribution from the Net Settlement Fund, no portion shall be allocated to any Person who is
5 excluded from the Class by definition.

6
7 1.5 “Class Member” or “Member of the Class” mean a Person who falls within the
8 definition of the Class as set forth in ¶1.4 above.

9 1.6 “Class Period” means the period between March 7, 2018, and August 5, 2021,
10 inclusive.

11 1.7 “Defendants’ Counsel” means Baker Botts L.L.P. and Pisanelli Bice PLLC.

12 1.8 “Effective Date,” or the date upon which this Settlement becomes “Effective,” means
13 the first date by which all of the events and conditions specified in ¶7.1 of this Stipulation have been
14 met and have occurred or have been waived.

15
16 1.9 “Escrow Account” means an interest-bearing account established by the Escrow
17 Agent. The Escrow Account shall be managed by the Escrow Agent, subject to the Court’s
18 supervisory authority, for the benefit of Lead Plaintiff and the Class in accordance with the terms of
19 this Stipulation and any order of the Court.

20 1.10 “Escrow Agent” means the law firm of Robbins Geller Rudman & Dowd LLP or its
21 successor(s).

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23 1.11 “Final” means, with respect to any order or Judgment of the Court, that such order or
24 Judgment represents a final and binding determination of all issues within its scope and has not been
25 reversed, vacated, or modified in any way and is no longer subject to appellate review, either
26 because of disposition on appeal and conclusion of the appellate process or because of passage,
27 without action, of time for seeking appellate review. Without limitation, an order or Judgment
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1 becomes Final when either: (a) no appeal therefrom has been filed and the time has passed for any
2 notice of appeal to be timely filed therefrom; or (b) an appeal from the Judgment or order has been
3 filed and either: (i) the court of appeals has either affirmed the order or Judgment or dismissed that
4 appeal and the time for any reconsideration or further appellate review has passed; or (ii) a higher
5 court has granted further appellate review and that court has either affirmed the underlying order or
6 Judgment or affirmed the court of appeals' decision affirming the Judgment or dismissing the appeal.
7 For purposes of this paragraph, an "appeal" shall include any motion for reconsideration or petition
8 for a writ of *certiorari* or other writ that may be filed in connection with approval or disapproval of
9 this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an
10 order issued with respect to: (a) attorneys' fees, costs, or expenses; (b) the Plan of Allocation (as
11 submitted or subsequently modified); or (c) the procedures for determining Authorized Claimants'
12 recognized Claims, shall not in any way delay, affect, or preclude the time set forth above for the
13 Judgment to become Final, or otherwise preclude the Judgment from becoming Final.
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16 1.12 "Individual Defendants" means, collectively, Joseph W. Turgeon, Kurt A. Gustafson,
17 Francois J. Lebel, and Thomas J. Riga.

18 1.13 "Judgment" means the Final Judgment and Order of Dismissal with Prejudice to be
19 rendered by the Court, substantially in the form attached hereto as Exhibit B, to be entered by the
20 Court.
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22 1.14 "Lead Counsel" means the law firm of Robbins Geller Rudman & Dowd LLP.

23 1.15 "Lead Plaintiff" means International Trading Group, Inc.

24 1.16 "Lead Plaintiff's Counsel" means any attorney or firm who has appeared in the
25 Litigation on behalf of any plaintiff or proposed class.
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1 1.17 “Litigation” means the lawsuit pending in the United States District Court for the
2 District of Nevada captioned *Luo v. Spectrum Pharmaceuticals, Inc., et al.*, No. 2:21-cv-01612-
3 CDS-BNW.

4 1.18 “Net Settlement Fund” means the Settlement Fund less: (a) any Court-awarded
5 attorneys’ fees, expenses, and interest thereon; (b) Notice and Administration Expenses; (c) Taxes
6 and Tax Expenses; and (d) other Court-approved deductions.

7 1.19 “Notice and Administration Expenses” means actual notice and administration
8 expenses, including reasonable costs and expenses actually incurred with providing notice of the
9 Settlement to the Class by mail, email, publication, and other means, locating potential Class
10 Members, assisting with the submission of Claims, processing Proofs of Claim, administering the
11 Settlement, and paying escrow taxes, fees and costs, if any.

12 1.20 “Person(s)” means an individual, corporation (including all divisions and
13 subsidiaries), limited liability corporation, professional corporation, partnership, limited partnership,
14 limited liability partnership, limited liability company, professional corporation, joint venture, fund,
15 association, joint stock company, estate, legal representative, trust, unincorporated association,
16 government or any political subdivision or agency thereof, and any business or legal entity, and all
17 of their respective spouses, heirs, beneficiaries, trustees, transferees, executors, administrators,
18 predecessors, successors, representatives, or assignees.

19 1.21 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement
20 Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of
21 Allocation is not part of this Stipulation and neither Defendants nor the Released Defendant Parties
22 shall have any responsibility or liability with respect thereto. Any order of the Court modifying or
23 rejecting the Plan of Allocation will not affect the finality or binding nature of the Settlement.
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1 1.22 “Postcard Notice” means the notice, as approved by the Court and as described in
2 ¶3.1 and in the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A-4,
3 which is to be emailed or mailed to potential Class Members informing them of the Settlement
4 contemplated by this Stipulation.

5 1.23 “Preliminary Approval Order” means an order entered by the Court, substantially in
6 the form of Exhibit A attached hereto, granting, *inter alia*: (i) preliminary approval of the Settlement
7 set forth in this Stipulation; (ii) certification of the Class solely for purposes of the Settlement; and
8 (iii) approval for the mailing and emailing of the Postcard Notice, publication of the Summary
9 Notice, and the posting of the Notice of Pendency and Proposed Settlement of Class Action
10 (“Notice”) and Proof of Claim and Release form on the case-designated website, substantially in the
11 forms of Exhibits A-1 through A-4 attached hereto.

12 1.24 “Proof of Claim” means the Proof of Claim and Release form for submitting a Claim.
13 Subject to approval of the Court, the Proof of Claim shall be substantially in the form attached hereto
14 as Exhibit A-2, which a Class Member must complete and submit should that Class Member seek to
15 share in a distribution of the Net Settlement Fund.

16 1.25 “Released Plaintiff’s Claims” means all claims and causes of action of every nature
17 and description, whether known or unknown, including Unknown Claims (as defined below),
18 whether arising under federal, state, local, common, statutory, administrative or foreign law, or any
19 other law, rule or regulation, at law or inequity, whether class or individual in nature, whether
20 accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead
21 Plaintiff or any other Class Member has or could have asserted in any court or forum, based on,
22 arising out of, or in connection with: (i) any purchase or acquisition of Spectrum common stock
23 during the period between March 7, 2018, and August 5, 2021, inclusive; and (ii) the allegations,
24 acts, facts, matters, occurrences, transactions, disclosures, filings, representations, statements, or
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omissions that were or could have been alleged by Lead Plaintiff or any other Member of the Class in the Litigation. Released Plaintiff's Claims do not include: (i) any claims related to the enforcement of the Settlement; (ii) any claims asserted in the actions styled: (a) *Christiansen v. Spectrum Pharmaceuticals, Inc.*, Case No. 1:22-cv-10292-VEC (S.D.N.Y.); (b) *Ayoub v. Spectrum Pharmaceuticals, Inc.*, Case No. 1:24-cv-8138-VEC (S.D.N.Y.); (c) *Changyoung Jung, derivatively on behalf of Spectrum Pharmaceuticals, Inc. and Assertio Holdings, Inc. v. Francois Lebel, et al.*, Case No. 2024-0821 (Del. Ch.); or (d) *Changyoung Jung, derivatively on behalf of Spectrum Pharmaceuticals, Inc. and Assertio Holdings, Inc. v. Joseph Turgeon, et al.*, Case No. 2024-0822 (Del. Ch.); (iii) any claims arising out of ERISA; or (iv) any claims of any Person who or which submits a request for exclusion from the Class that is accepted by the Court.

1.26 "Released Defendants' Claims" means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (as defined in ¶1.36), whether arising under federal, state, common, or foreign law, against the Releasing Plaintiff Parties (as defined below) that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Litigation. Released Defendants' Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against any Person who or which submits a request for exclusion from the Class that is accepted by the Court.

1.27 "Released Defendant Party" or "Released Defendant Parties" or "Defendants' Released Persons" mean any or all of Defendants and/or any or all of their current, former, or future parents, affiliates, subsidiaries, business units, divisions, or controlling shareholders; and each and all of their and Defendants' respective current, former, or future officers, directors, employees, members, managers, partners, principals, controlling shareholders, agents, advisors, accountants, auditors, insurers, reinsurers, and attorneys; and the predecessors, successors, estates, assigns,

1 assignees, immediate family members, spouses, heirs, executors, trusts, trustees, administrators,
2 agents, legal or personal representatives of each of them, in their capacities as such.

3 1.28 “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” mean Lead Plaintiff, all
4 other plaintiffs in the Litigation, their respective attorneys, and all other Class Members, and each
5 and all of their respective current, former, or future parents, affiliates, subsidiaries, business units,
6 divisions, or controlling shareholders; each and all of their respective current, former, or future
7 officers, directors, employees, members, managers, partners, principals, controlling shareholders,
8 agents, advisors, accountants, auditors, insurers, reinsurers, and attorneys; and the predecessors,
9 successors, estates, assigns, assignees, immediate family members, spouses, heirs, executors, trusts,
10 trustees, administrators, agents, legal or personal representative of each of them, in their capacities as
11 such.
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13 1.29 “Releases” means the releases set forth in ¶¶4.1-4.6 of this Stipulation.
14

15 1.30 “Settlement” means the resolution of the Litigation in accordance with the terms and
16 provisions of this Stipulation.

17 1.31 “Settlement Amount” means Fifteen Million Nine Hundred and Fifty Thousand U.S.
18 Dollars (U.S. \$15,950,000.00) to be paid by wire transfer(s) or check(s) to the Escrow Agent
19 pursuant to ¶2.2 of this Stipulation.
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21 1.32 “Settlement Fund” means the Settlement Amount plus all interest and accretions
22 thereto.

23 1.33 “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the
24 Federal Rules of Civil Procedure to consider final approval of the Settlement.

25 1.34 “Settling Parties” means, collectively, Defendants and Lead Plaintiff, on behalf of
26 itself and the Class.
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1 1.35 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and
 2 other charges of any kind (together with any and all interest, penalties, additions to tax and
 3 additional amounts imposed with respect thereto) imposed by any governmental authority, including,
 4 but not limited to, any local, state, and federal taxes.

5 1.36 “Unknown Claims” means: (a) any and all Released Plaintiff’s Claims that any of the
 6 Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the
 7 release of such claims; and (b) any and all Released Defendants’ Claims that any of the Released
 8 Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of
 9 such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with
 10 respect to this Settlement. With respect to: (a) any and all Released Plaintiff’s Claims against the
 11 Released Defendant Parties; and (b) any and all Released Defendants’ Claims against the Releasing
 12 Plaintiff Parties, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling
 13 Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall
 14 be deemed to have, and by operation of the Judgment shall have expressly waived, any and all
 15 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or
 16 principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil
 17 Code §1542, which provides:

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

22 The Settling Parties shall fully, finally, and forever expressly waive any and all provisions, rights,
 23 and benefits conferred by any law of any state or territory of the United States or any other
 24 jurisdiction, or principle of common law, which is similar, comparable, or equivalent to California
 25 Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that
 26 they may hereafter discover facts, legal theories, or authorities in addition to or different from those
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1 which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter
2 of the Released Plaintiff's Claims or Released Defendants' Claims, but: (a) the Releasing Plaintiff
3 Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish,
4 and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised,
5 settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the
6 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
7 finally, and forever, any and all Released Plaintiff's Claims against the Released Defendant Parties,
8 known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued,
9 whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter
10 exist, upon any theory of law or equity now existing or coming into existence in the future,
11 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
12 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
13 different or additional facts, legal theories, or authorities; and (b) the Released Defendant Parties
14 shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and
15 release, and each Released Defendant Party shall be deemed to have waived, compromised, settled,
16 discharged, extinguished, and released, and upon the Effective Date, and by operation of the
17 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
18 finally, and forever, any and all Released Defendants' Claims against Lead Plaintiff, the Class, and
19 Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected, contingent or non-
20 contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon
21 any theory of law or equity now existing or coming into existence in the future, including, but not
22 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty,
23 law or rule, without regard to the subsequent discovery or existence of such different or additional
24 facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff
25 Parties and Released Defendant Parties shall be deemed by operation of law to have acknowledged,
26 that the foregoing waiver was separately bargained for and a key element of the Settlement of which
27 this release is a part.

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1 **2. The Settlement**

2 2.1 The obligations incurred pursuant to the Stipulation are: (a) subject to approval by the
3 Court and the Judgment, reflecting such approval, becoming Final; and (b) in full and final
4 disposition of the Litigation, and any and all Released Plaintiff's Claims and Released Defendants'
5 Claims upon and subject to the terms and conditions set forth herein.

6 **a. The Settlement Amount**

7 2.2 In full and final settlement of the claims asserted in the Litigation and in
8 consideration of the Releases specified in ¶¶4.1-4.6 herein, Defendants' insurers shall pay or cause
9 to be paid their portion of the Settlement Amount (of no less than \$13,200,000.00) into the Escrow
10 Account by wire transfer(s) or check(s) within fifteen (15) business days after the later of: (a) the
11 date of entry by the Court of an order preliminarily approving the Settlement; or (b) the provision to
12 Defendants' Counsel of all information necessary to effectuate a transfer of funds, including, but not
13 limited to, complete mailing instructions or wire instructions, payment address, the bank name and
14 ABA routing number, account name and number, the name and telephone contact information for a
15 person with whom Defendants' insurers can verify the payment instructions, and a signed W-9
16 reflecting the taxpayer identification number for the Settlement Fund. Defendants shall pay or cause
17 to be paid their portion of the Settlement Amount (of the remaining amount needed, in addition to
18 the insurers' payment described above, to total the full Settlement Amount) into the Escrow Account
19 by wire transfer(s) or check(s) no later than the later of (a) five (5) business days after the date of
20 entry by the Court of an order preliminarily approving the Settlement; or (b) July 1, 2025. The
21 Escrow Agent shall deposit the Settlement Amount plus any accrued interest in the Escrow Account.
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23 2.3 The Settlement Amount represents the entirety of Defendants' financial obligations
24 under this Stipulation and in connection with this Settlement. Other than the Defendants' obligation
25 to pay or cause to be paid the Settlement Amount into the Escrow Account set forth in ¶2.2 herein,
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1 the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever
2 with respect to: (a) any act, omission, or determination by Lead Counsel, the Escrow Agent, or the
3 Claims Administrator, or any of their respective designees, in connection with the administration of
4 the Settlement or otherwise; (b) the management, investment, or distribution of the Settlement Fund;
5 (c) the Plan of Allocation; (d) the determination, administration, calculation, or payment of any
6 Claims asserted against the Settlement Fund; (e) any loss suffered by, or fluctuation in value of, the
7 Settlement Fund; or (f) the payment or withholding of any Taxes, expenses, and/or costs incurred in
8 connection with the taxation of the Settlement Fund, distributions or other payments from the
9 Escrow Account, or the filing of any federal, state, or local returns.

11 2.4 If the entire Settlement Amount is not timely deposited into the Escrow Account,
12 Lead Counsel may terminate the Settlement, but only if: (a) Lead Counsel has notified Defendants’
13 Counsel in writing of Lead Counsel’s intention to terminate the Settlement; and (b) the entire
14 Settlement Amount is not transferred to the Escrow Account within three (3) business days after
15 Lead Counsel has provided such written notice.

17 2.5 Other than the obligation to cause the payment of the Settlement Amount in
18 accordance with the terms of ¶2.2 and the fees, costs, and expenses associated with providing notice
19 pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §1715 *et seq.* (“CAFA”) (as discussed
20 below in ¶5.1), the Released Defendant Parties shall have no obligation to make any other payments
21 pursuant to this Stipulation.

23 **b. The Escrow Agent**

24 2.6 The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and
25 Administration Expenses; (c) any litigation expenses awarded by the Court; (d) any attorneys’ fees
26 awarded by the Court; and (e) any award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4)

1 awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement
2 Fund, shall be distributed to Authorized Claimants as provided in ¶¶5.4-5.10.

3 2.7 Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund
4 shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent
5 shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the
6 Court until such time as the funds shall be distributed or returned pursuant to the terms of this
7 Stipulation and/or further order of the Court.

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9 2.8 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.2
10 hereof in United States Agency or Treasury Securities or other instruments backed by the full faith
11 and credit of the United States Government or an agency thereof, or fully insured by the United
12 States Government or an agency thereof, or in money funds holding only instruments backed by the
13 full faith and credit of the United States Government or an agency thereof, and shall reinvest the
14 proceeds of these instruments as they mature in similar instruments at their then-current market rates.
15 All costs and risks related to the investment of the Settlement Fund in accordance with the
16 investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and the
17 Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with
18 respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by
19 the Escrow Agent. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each
20 of the Released Defendant Parties and their counsel harmless for the actions of the Escrow Agent.
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23 2.9 The Escrow Agent shall not disburse the Settlement Fund except as provided in this
24 Stipulation, by an order of the Court, or with the prior written agreement of Defendants' Counsel.

25 2.10 Subject to further order(s) and/or directions as may be made by the Court, or as
26 provided in this Stipulation, the Escrow Agent is authorized to execute such transactions as are
27 consistent with the terms of this Stipulation. The Released Defendant Parties shall have no
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1 responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent,
2 or any transaction executed by the Escrow Agent. The Escrow Agent, through the Settlement Fund,
3 shall indemnify and hold each of the Released Defendant Parties and their counsel harmless for any
4 transaction executed by the Escrow Agent.

5 2.11 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
6 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
7 funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

8 2.12 Notwithstanding the fact that the Effective Date of the Settlement has not yet
9 occurred, Lead Counsel may pay, without further approval from Defendants and/or order of the
10 Court, all reasonable costs and expenses actually incurred in connection with providing notice of the
11 Settlement by mail, publication, and other means, locating potential Class Members, assisting with
12 the submission of Claims, processing Proofs of Claim, administering the Settlement, and paying
13 escrow taxes, fees, and costs, if any (“Notice and Administration Expenses”).

14 2.13 It shall be Lead Counsel’s responsibility to disseminate the Postcard Notice, Notice,
15 Proof of Claim, and Summary Notice to potential Class Members in accordance with this Stipulation
16 and as ordered by the Court. The Released Defendant Parties shall have no responsibility for or
17 liability whatsoever with respect to the Notice and Administration Expenses, nor shall they have any
18 responsibility or liability whatsoever for any claims with respect thereto. The Escrow Agent,
19 through the Settlement Fund, shall indemnify and hold each of the Released Defendant Parties and
20 their counsel harmless for any Notice and Administration Expenses.

21 **c. Taxes**

22 2.14 The Settling Parties agree as follows:

23 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund
24 as being at all times a “qualified settlement fund” within the meaning of Treasury Regulation
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1 §1.468B-1, and the regulations promulgated thereunder. The Settling Parties and the Escrow Agent
2 further agree that the Settlement Fund shall be established pursuant to the Court's subject matter
3 jurisdiction within the meaning of Treasury Regulation §1.468B-1(c)(1). In addition, the Escrow
4 Agent shall timely make such elections as necessary or advisable to carry out the provisions of this
5 ¶2.14, including the "relation-back election" (as defined in Treasury Regulation §1.468B-1) back to
6 the earliest permitted date. Such elections shall be made in compliance with the procedures and
7 requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to
8 timely and properly prepare and deliver the necessary documentation for signature by all necessary
9 parties, and thereafter to cause the appropriate filing to occur.

11 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as
12 amended, and the regulations promulgated thereunder, the "administrator" (as defined in Treasury
13 Regulation §1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and
14 properly file all informational and other federal, state, or local tax returns necessary or advisable
15 with respect to the earnings on the Settlement Fund (including, without limitation, the returns
16 described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the elections described in
17 ¶2.14(a) hereof) shall be consistent with this ¶2.14 and in all events shall reflect that all Taxes
18 (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund
19 shall be paid out of the Settlement Fund as provided in ¶2.14(c) hereof.

22 (c) All: (a) Taxes (including any estimated Taxes, interest, or penalties) arising
23 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that
24 may be imposed upon the Released Defendant Parties or their counsel with respect to any income
25 earned by the Settlement Fund for any period, after the deposit of the Settlement Amount, during
26 which the Settlement Fund does not qualify as a "qualified settlement fund" for federal or state
27 income tax purposes; and (b) expenses and costs incurred in connection with the operation and
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1 implementation of this ¶2.14 (including, without limitation, expenses of tax attorneys and/or
2 accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the
3 returns described in this ¶2.14) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all
4 events, the Released Defendant Parties and their counsel shall have no liability or responsibility
5 whatsoever for the Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund,
6 shall indemnify and hold each of the Released Defendant Parties and their counsel harmless for
7 Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such
8 indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost
9 of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the
10 Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized
11 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized
12 Claimants any funds necessary to pay such amounts, including the establishment of adequate
13 reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be
14 withheld under Treasury Regulation §1.468B-2(l)(2)); neither the Released Defendant Parties nor
15 their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The
16 Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys
17 and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.14.

20 2.15 This is not a claims-made settlement. As of the Effective Date, the Released
21 Defendant Parties, and/or any other Person funding the Settlement on their behalf, shall not have any
22 right to the return of the Settlement Fund or any portion thereof for any reason, and shall not have
23 liability should Claims made exceed the amount available in the Settlement Fund for payment of
24 such Claims. The Released Defendant Parties shall not be liable for the loss of any portion of the
25 Settlement Fund, nor have any liability, obligation, or responsibility for the payment of Claims,
26 Taxes, legal fees, or any other expenses payable from the Settlement Fund.
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2.16 All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Defendant Parties shall have no responsibility or liability for the acts or omissions of Lead Counsel or its agents with respect to the payment of Taxes, as described herein.

d. Termination of Settlement

2.17 In the event that this Stipulation is not approved or the Settlement is not approved, or is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, including, without limitation, in the event the Judgment is reversed or vacated or altered following any appeal taken therefrom, or is successfully collaterally attacked, the Settlement Fund less Notice and Administration Expenses, Taxes and Tax Expenses paid, incurred, or due and owing pursuant to ¶¶2.12 and 2.14 hereof in connection with the Settlement provided for herein, shall be refunded pursuant to written instructions from Defendants' Counsel in accordance with ¶7.3 herein.

3. Preliminary Approval Order and Settlement Hearing

3.1 Promptly after execution of this Stipulation, Lead Counsel shall submit this Stipulation together with its Exhibits to the Court and shall apply for entry of an order (the "Preliminary Approval Order"), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, preliminary approval of the Settlement set forth in this Stipulation pursuant to Federal Rule of Civil Procedure 23(e)(2), certification of the Class for settlement purposes only, and approval for the distribution of the Postcard Notice and publication of a summary notice ("Summary Notice"), substantially in the forms of Exhibits A-4 and A-3, respectively, attached hereto. The Postcard Notice shall direct Class Members to the Settlement website to access the Notice, which

1 shall contain the general terms of the Settlement set forth in this Stipulation, the proposed Plan of
2 Allocation, the general terms of the Fee and Expense Application, as defined in ¶6.1 hereof, and the
3 date of the Settlement Hearing, as defined in ¶1.33 and below.

4 3.2 Defendants shall provide or cause to be provided to the Claims Administrator within
5 ten (10) calendar days after entry of the Preliminary Approval Order, at no cost to Lead Plaintiff or
6 the Class, a list in electronic format, containing the names and addresses and email addresses, if
7 available, of record holders of Spectrum common stock during the Class Period, as set forth in the
8 records of Spectrum's transfer agent. It shall be solely Lead Counsel's responsibility to disseminate
9 the Postcard Notice and Summary Notice to the Class in accordance with this Stipulation and as
10 ordered by the Court. Class Members shall have no recourse as to the Released Defendant Parties
11 with respect to any claims they may have that arise from any failure or deficiency of the notice
12 process.
13

14 3.3 Lead Counsel shall request that, after notice is given and not earlier than ninety (90)
15 calendar days after the later of the dates on which the appropriate Federal official and the appropriate
16 State officials are provided with notice, at Defendants' expense, pursuant to CAFA, the Court hold a
17 hearing (the "Settlement Hearing") and approve the Settlement of the Litigation as set forth herein.
18 At or after the Settlement Hearing, Lead Counsel also will request that the Court approve the
19 proposed Plan of Allocation and the Fee and Expense Application.
20
21

22 **4. Releases**

23 4.1 The obligations incurred pursuant to this Stipulation are in consideration of: (a) the
24 full and final disposition of the Litigation as against Defendants; and (b) the Releases provided for
25 herein.

26 4.2 Upon the Effective Date, as defined in ¶1.8 hereof, Lead Plaintiff and each other
27 Member of the Class shall have, and each and every Releasing Plaintiff Party shall be deemed to
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1 have, and by operation of law and of the Judgment shall have, to the fullest extent permitted by law,
2 fully, finally, and forever compromised, settled, resolved, waived, released, relinquished, discharged,
3 and dismissed each and every one of the Released Plaintiff's Claims against each and every one of
4 the Released Defendant Parties and shall be deemed to have covenanted not to sue any Released
5 Defendant Parties on the basis of any Released Plaintiff's Claims. The foregoing release is given
6 regardless of whether Lead Plaintiff or any Class Member has: (a) executed and delivered a Proof of
7 Claim; (b) received the Notice; (c) participated in the Settlement Fund; (d) filed an objection to the
8 Settlement, the proposed Plan of Allocation, or any application by Lead Plaintiff's Counsel for
9 attorneys' fees and expenses; or (e) had their claims approved or allowed. Nothing contained herein
10 shall bar any action or claim to enforce the terms of this Stipulation or the Judgment. Claims to
11 enforce the terms of this Stipulation or the Judgment are not released.
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13
14 4.3 Upon the Effective Date, as defined in ¶1.8 hereof, the Released Defendant Parties
15 shall be deemed to have, and by operation of law and of the Judgment shall have, to the fullest extent
16 permitted by the law, fully, finally, and forever compromised, settled, resolved, waived, released,
17 relinquished, and discharged each and every one of Released Defendants' Claims against the
18 Releasing Plaintiff Parties, and shall be deemed to have covenanted not to sue any Releasing
19 Plaintiff Parties on the basis of the Released Defendants' Claims against any of the Releasing
20 Plaintiff Parties. This release shall not apply to any Person who or which submits a request for
21 exclusion from the Class that is accepted by the Court. Nothing contained herein shall bar any
22 action or claim to enforce the terms of this Stipulation or the Judgment. Claims to enforce the terms
23 of this Stipulation or the Judgment are not released.
24

25 4.4 Any Proof of Claim that is executed by a Class Member shall acknowledge the
26 release of all Released Plaintiff's Claims against the Released Defendant Parties pursuant to this
27 Stipulation and shall be substantially in the form contained in Exhibit A-2 attached hereto.
28

1 4.5 Upon the Effective Date, to the extent allowed by law, this Stipulation shall operate
 2 conclusively as an estoppel and full defense in the event, and to the extent, of any claim, demand,
 3 action, or proceeding brought by the Class or a Class Member against any of the Released Defendant
 4 Parties with respect to any Released Plaintiff's Claims, or brought by a Released Defendant Party
 5 against any of the Releasing Plaintiff Parties with respect to any Released Defendants' Claim.
 6

7 4.6 Notwithstanding ¶¶4.1-4.5 above, nothing in the Judgment shall bar any action by any
 8 of the Settling Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

9 **5. Administration and Calculation of Claims, Final Awards, and**
 10 **Supervision and Distribution of the Settlement Fund**

11 5.1 As part of the Preliminary Approval Order, Lead Plaintiff shall seek appointment of a
 12 Claims Administrator. The Claims Administrator, subject to such supervision and direction of Lead
 13 Counsel and the Court as may be necessary or as circumstances may require, shall administer and
 14 calculate the Claims submitted by Class Members and shall oversee distribution of the Net
 15 Settlement Fund to Authorized Claimants. With the exception that Defendants shall be responsible
 16 for providing any required notice under CAFA, including the costs and expenses thereof, the
 17 Released Defendant Parties and Defendants' Counsel shall have no responsibility for or interest
 18 whatsoever in the administration of the Settlement or the actions or decisions of the Claims
 19 Administrator, and shall have no liability whatsoever to the Releasing Plaintiff Parties, including
 20 Lead Plaintiff, any other Class Members, or Lead Plaintiff's Counsel, in connection with such
 21 administration, including, but not limited to: (a) any act, omission, or determination by Lead
 22 Counsel, the Escrow Agent, and/or the Claims Administrator, or any of their respective designees or
 23 agents, in connection with the administration of the Settlement or otherwise; (b) the management or
 24 investment of the Settlement Fund or the Net Settlement Fund, or the distribution of the Net
 25 Settlement Fund; (c) the Plan of Allocation; (d) the determination, administration, calculation, or
 26 payment of any Claims asserted against the Settlement Fund; (e) any losses suffered by, or
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1 fluctuations in value of, the Settlement Fund; or (f) the payment or withholding of any Taxes,
2 expenses, and/or costs incurred with the taxation of the Settlement Fund or the filing of any federal,
3 state, or local returns.

4 5.2 The Settlement Fund shall be applied as follows:

- 5 (a) to pay all Notice and Administration Expenses;
6 (b) to pay the Taxes and Tax Expenses;
7 (c) to pay attorneys' fees and expenses of Lead Plaintiff's Counsel and to pay any
8 award to Lead Plaintiff for its reasonable costs and expenses (including lost wages) pursuant to 15
9 U.S.C. §78u-4(a)(4), if and to the extent allowed by the Court (the "Fee and Expense Award"); and
10 (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized
11 Claimants as provided by this Stipulation, the Plan of Allocation, or orders of the Court.
12

13 5.3 After the Effective Date, and in accordance with the terms of this Stipulation, the Plan
14 of Allocation, or such further approval and further order(s) of the Court as may be necessary or as
15 circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants,
16 subject to and in accordance with the following provisions of this Stipulation.
17

18 5.4 Within ninety (90) calendar days after the dissemination of the Postcard Notice or
19 such other time as may be set by the Court, each Class Member shall be required to submit to the
20 Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached
21 hereto, signed under penalty of perjury and supported by such documents as are specified in the
22 Proof of Claim.
23

24 5.5 Except as otherwise ordered by the Court, all Class Members who fail to timely
25 submit a valid Proof of Claim within such period, or such other period as may be ordered by the
26 Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to this
27 Stipulation and the Settlement set forth herein, but will, in all other respects, be subject to and bound
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1 by the provisions of this Stipulation, the Releases contained herein, and the Judgment, and will be
2 barred from bringing any action against the Released Defendant Parties concerning the Released
3 Plaintiff's Claims. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not
4 an obligation) to accept late-submitted Claims for processing by the Claims Administrator so long as
5 the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed
6 thereby. No Person shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, the Claims
7 Administrator, or any Class Member by reason of the exercise or non-exercise of such discretion.

9 5.6 Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator,
10 under the supervision of Lead Counsel, who shall determine, in accordance with this Stipulation and
11 the approved Plan of Allocation, the extent, if any, to which each Claim shall be allowed, subject to
12 review by the Court pursuant to ¶5.8 below.

13
14 5.7 Proofs of Claim that do not meet the submission requirements may be rejected. Prior
15 to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall communicate with
16 the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the
17 Proof of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall
18 notify, in a timely fashion and in writing, all claimants whose Claims the Claims Administrator
19 proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and
20 shall indicate in such notice that the claimant whose Claim is to be rejected has the right to a review
21 by the Court if the claimant so desires and complies with the requirements of ¶5.8 below.

22
23 5.8 If any claimant whose timely Claim has been rejected in whole or in part for curable
24 deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after
25 the date of mailing of the notice required in ¶5.7 above, or a lesser period of time if the Claim was
26 untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the
27 claimant's grounds for contesting the rejection along with any supporting documentation, and
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1 requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise
2 resolved, Lead Counsel shall thereafter present the claimant's request for review to the Court.

3 5.9 Each claimant who does not request to be excluded from the Class shall be deemed to
4 have submitted to the jurisdiction of the Court with respect to the claimant's Claim, including, but
5 not limited to, all Releases provided for herein and in the Judgment, and the Claim will be subject to
6 investigation and discovery under the Federal Rules of Civil Procedure, provided that such
7 investigation and discovery shall be limited to the claimant's status as a Class Member and the
8 validity and amount of the claimant's Claim. In connection with processing the Proofs of Claim, no
9 discovery shall be allowed on the merits of the Litigation or the Settlement. All proceedings with
10 respect to the administration, processing, and determination of Claims and the determination of all
11 controversies relating thereto, including disputed questions of law and fact with respect to the
12 validity of Claims, shall be subject to the jurisdiction of the Court, but shall not, in any event, delay
13 or affect the finality of the Judgment. All Class Members, other claimants, and parties to this
14 Settlement expressly waive trial by jury (to the extent any such right may exist) with respect to such
15 determinations.

16 5.10 Following the Effective Date, the Net Settlement Fund shall be distributed to the
17 Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice
18 and approved by the Court. No distributions will be made to Authorized Claimants who would
19 otherwise receive a distribution of less than \$10.00. If there is any balance remaining in the Net
20 Settlement Fund after a reasonable period of time after the date of the distribution of the Net
21 Settlement Fund, Lead Counsel shall, if feasible, reallocate such balance among Authorized
22 Claimants who negotiated the checks sent in the initial distribution and who would receive a
23 minimum of \$10.00. These redistributions shall be repeated until the balance remaining in the Net
24 Settlement Fund is *de minimis*. Any *de minimis* balance that still remains in the Net Settlement Fund
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1 after such reallocation(s) and payments, which is not feasible or economical to reallocate, shall be
2 donated to an appropriate non-sectarian, non-profit charitable organization(s) serving the public
3 interest selected by Lead Counsel.

4 5.11 The Released Defendant Parties shall have no responsibility for, interest in, or
5 liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of
6 Allocation, the determination, administration, or calculation of Claims, the payment or withholding
7 of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any
8 claim of any kind against the Released Defendant Parties with respect to the matters set forth in
9 ¶¶5.1-5.13 hereof; and the Releasing Plaintiff Parties release the Released Defendant Parties from
10 any and all liability and claims arising from or with respect to the administration, investment, or
11 distribution of the Settlement Fund.
12

13 5.12 No Person shall have any claim against the Released Defendant Parties, Lead
14 Plaintiff, Lead Plaintiff's Counsel, the Claims Administrator, or any other Person designated by
15 Lead Counsel based on determinations or distributions made substantially in accordance with this
16 Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the
17 Court.
18

19 5.13 It is understood and agreed by the Settling Parties that any proposed Plan of
20 Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an
21 Authorized Claimant's Claim set forth therein, is not a part of this Stipulation and is to be considered
22 by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy
23 of the Settlement set forth in this Stipulation, and any order or proceeding relating to the Plan of
24 Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Court's
25 Judgment approving this Stipulation and the Settlement set forth herein, or any other orders entered
26 pursuant to the Stipulation.
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1 **6. Lead Plaintiff's Counsel's Attorneys' Fees and Expenses**

2 6.1 Lead Counsel may submit an application or applications (the "Fee and Expense
3 Application") on behalf of Lead Plaintiff's Counsel for an award from the Settlement Fund for:
4 (a) attorneys' fees; plus (b) expenses or charges in connection with prosecuting the Litigation; plus
5 (c) any interest earned on such attorneys' fees and expenses/charges at the same rate and for the
6 same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. Any
7 such fees and expenses awarded shall be paid from the Settlement Fund. Any application for fees
8 and expenses may include a request for reimbursement of Lead Plaintiff's reasonable costs and
9 expenses in connection with its representation of the Class pursuant to 15 U.S.C. §78u-4(a)(4). Lead
10 Counsel reserves the right to make additional applications for fees and expenses incurred.

11
12 6.2 The amount of attorneys' fees and expenses awarded by the Court is within the sole
13 discretion of the Court. Any fees and expenses, as awarded by the Court, shall be paid to Lead
14 Counsel from the Settlement Fund, as ordered, immediately after the Court executes the Judgment
15 and an order awarding such fees and expenses, notwithstanding the existence of any timely filed
16 objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the
17 Settlement or any part thereof. Lead Counsel shall thereafter allocate the attorneys' fees among
18 Lead Plaintiff's Counsel in a manner in which it in good faith believes reflects the contribution of
19 such counsel to the initiation, prosecution, and resolution of the Litigation.
20

21 6.3 In the event that the Effective Date does not occur, or the Judgment or the order
22 making the Fee and Expense Award is reversed or modified, or this Stipulation is canceled or
23 terminated for any other reason, and such reversal, modification, cancellation, or termination
24 becomes Final and not subject to review, and in the event that the Fee and Expense Award has been
25 paid to any extent, then Lead Counsel, including its partners and/or shareholders, and such other
26 Lead Plaintiff's Counsel, including their law firms, partners, and/or shareholders, and Lead Plaintiff
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1 who have received any portion of the Fee and Expense Award shall, within ten (10) business days
2 from receiving notice from Defendants' Counsel or from a court of appropriate jurisdiction, refund
3 to the Settlement Fund all such fees and expenses previously paid to them from the Settlement Fund
4 plus interest thereon in an amount consistent with such reversal, modification, cancellation, or
5 termination. Any refunds required pursuant to this ¶6.3 shall be the several obligation of Lead
6 Plaintiff's Counsel, including their law firms, partners, and/or shareholders, and Lead Plaintiff if it
7 received fees or expenses to make appropriate refunds or repayments to the Settlement Fund. Each
8 such Lead Plaintiff's Counsel or Lead Plaintiff receiving fees and expenses, as a condition of
9 receiving such fees and expenses, on behalf of themselves and each of their partners and/or
10 shareholders, agrees that: (a) such Person and its partners, shareholders, and/or members are subject
11 to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph; and (b)
12 are severally liable for the full amount of all fees, expenses, and costs paid from the Settlement
13 Fund.
14
15

16 6.4 The procedure for and the allowance or disallowance by the Court of any applications
17 by any Lead Plaintiff's Counsel for attorneys' fees and expenses to be paid out of the Settlement
18 Fund is not part of the Settlement set forth in this Stipulation, and is to be considered by the Court
19 separately from the Court's consideration of the fairness, reasonableness, and adequacy of the
20 Settlement set forth in this Stipulation, and shall have no effect on the terms of the Stipulation or on
21 the validity or enforceability of this Settlement. The approval of the Settlement, and it becoming
22 Final, shall not be contingent on the award of attorneys' fees and expenses, any award to Lead
23 Plaintiff, Lead Counsel, or Lead Plaintiff's Counsel, nor any appeals from such awards. Any order
24 or proceeding relating to the Fee and Expense Application, or any appeal from any order relating
25 thereto or reversal or modification thereof, shall not operate to terminate or cancel this Stipulation, or
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1 affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the
 2 Litigation set forth therein, or any other orders entered pursuant to this Stipulation.

3 6.5 Any fees and/or expenses awarded by the Court shall be paid solely from the
 4 Settlement Fund. With the sole exception of Defendants' obligation to cause the Settlement Amount
 5 to be paid into the Escrow Account as provided for in ¶2.2 and Defendants' own fees, costs, and
 6 expenses associated with providing notice under CAFA, as provided in ¶5.1, the Released Defendant
 7 Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of
 8 attorneys' fees and/or expenses (including Taxes) to Lead Plaintiff's Counsel, including their law
 9 firms, partners, and/or shareholders, or any other counsel or Person who receives payment from the
 10 Settlement Fund.
 11

12 6.6 The Released Defendant Parties shall have no responsibility for, and no liability
 13 whatsoever with respect to, the allocation among Lead Plaintiff's Counsel and/or any other Person
 14 who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the
 15 Litigation.
 16

17 6.7 The Released Defendant Parties shall have no responsibility for, and no liability
 18 whatsoever with respect to, any attorneys' fees, costs, or expenses (including Taxes) incurred by or
 19 on behalf of any Class Member, whether or not paid from the Escrow Account.
 20

21 **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

22 7.1 The Effective Date of the Settlement shall be conditioned on the occurrence of all of
 23 the following events:

24 (a) the Court has entered the Preliminary Approval Order directing notice to the
 25 Class, as required by ¶3.1 hereof;
 26

27 (b) the Settlement Amount has been deposited into the Escrow Account;
 28

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

3 (d) Lead Plaintiff has not exercised its option to terminate the Settlement pursuant
4 to the provisions of this Stipulation;

5 (e) the Court has entered the Judgment, or a judgment substantially in the form of
6 Exhibit B attached hereto; and

7 (f) the Judgment has become Final, as defined in ¶1.11 hereof.

8
9 7.2 Upon the Effective Date, any and all remaining interest or right of Defendants in or to
10 the Settlement Fund, if any, shall be absolutely and forever extinguished, and the Releases herein
11 shall be effective. The Released Defendant Parties shall not have any liability, obligation, or
12 responsibility for the payment of Claims, Taxes, legal fees, or any other expenses payable from the
13 Settlement Fund. If the conditions specified in ¶7.1 hereof are not met, then the Settlement shall be
14 canceled and terminated subject to ¶¶7.3-7.5 hereof unless the Settling Parties mutually agree in
15 writing to proceed with the Settlement. For avoidance of doubt, no order of the Court or
16 modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the
17 amount of any attorneys' fees, expenses, and interest awarded by the Court to Lead Counsel or
18 expenses to Lead Plaintiff shall operate to terminate or cancel this Stipulation or constitute grounds
19 for cancellation or termination of the Stipulation.
20

21
22 7.3 Unless otherwise ordered by the Court, in the event this Stipulation is not approved or
23 this Stipulation or the Settlement is terminated, or canceled, or the Effective Date otherwise fails to
24 occur for any reason, including, without limitation, in the event: (a) the Judgment is reversed or
25 vacated or altered following any appeal taken therefrom, or is successfully collaterally attacked;
26 (b) either party exercises any other ground for termination set forth in ¶7.4 of this Stipulation; or
27 (c) Defendants exercise their right under the terms and within the time limit set forth in the Settling
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Parties' supplemental agreement (the "Supplemental Agreement") to terminate the Settlement in their sole discretion if the opt-out threshold defined in the Supplemental Agreement is exceeded and not cured in accordance with the terms of the Supplemental Agreement, within ten (10) business days after written notification of such event is sent by Defendants' Counsel or Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest), less Taxes, Tax Expenses, and Notice and Administration Expenses which have either been disbursed pursuant to ¶¶2.12 and/or 2.14 hereof, or are chargeable to the Settlement Fund pursuant to ¶¶2.12 and/or 2.14 hereof, shall be fully refunded by the Escrow Agent to the entities that paid the Settlement Fund on behalf of Defendants in proportion to their respective contribution. Such refunds shall be pursuant to written instructions from Defendants' Counsel. The Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund to the entities that paid the Settlement Fund on behalf of Defendants. Such payments shall be pursuant to written instructions from Defendants' Counsel.

7.4 Lead Plaintiff and Defendants shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so ("Termination Notice") to all other parties hereto within thirty (30) calendar days of: (a) the Court's refusal to enter the Preliminary Approval Order; (b) the Court's refusal to approve this Stipulation; (c) the Court's refusal to enter the Judgment; (d) the date upon which the Judgment is reversed or vacated or altered following any appeal taken therefrom, or is successfully collaterally attacked; or (e) the failure of the Effective Date to occur for any reason. For avoidance of doubt, no order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, expenses, and interest awarded by the Court to Lead Counsel or expenses to Lead

1 Plaintiff shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or
 2 termination of the Stipulation.

3 7.5 In the event that this Stipulation is not approved or this Stipulation or the Settlement
 4 is terminated, canceled, or the Effective Date otherwise fails to occur for any reason, the Settling
 5 Parties shall not forfeit or waive any factual or legal defense or contention in the Litigation and shall
 6 be restored to their respective positions in the Litigation as of March 26, 2025. In such event, the
 7 terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.36, 2.10-2.17, 6.3, 7.3-7.6, 8.1,
 8 and 9.4 hereof, shall have no further force and effect with respect to the Settling Parties and shall not
 9 be used in this Litigation or in any other proceeding for any purpose, and any judgment or order
 10 entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc*
 11 *pro tunc*.

12
 13 7.6 If the Effective Date does not occur, or if this Stipulation is terminated pursuant to its
 14 terms, neither Lead Plaintiff nor Lead Plaintiff's Counsel shall have any obligation to repay any
 15 amounts disbursed pursuant to ¶¶2.12 or 2.14. In addition, any amounts already incurred pursuant to
 16 ¶¶2.12 or 2.14 hereof at the time of such termination or cancellation but which have not been paid,
 17 shall be paid by the Escrow Agent in accordance with the terms of this Stipulation prior to the
 18 balance being refunded in accordance with ¶¶2.17 and 7.3 hereof.

20 **8. No Admission of Wrongdoing**

21 8.1 Neither the Settlement, this Stipulation (whether or not consummated), including the
 22 Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may
 23 be approved by the Court), the negotiations leading to the execution of this Stipulation and the
 24 Settlement, nor any acts, proceedings, communications, drafts, documents, or agreements taken
 25 pursuant to or in connection with this Stipulation, and/or approval of the Settlement (including any
 26 arguments proffered in connection therewith):
 27
 28

1 (a) shall be offered or received against or to the prejudice of any of the Released
2 Defendant Parties as evidence of or construed as or deemed to be evidence of any presumption,
3 concession, or admission by any Released Defendant Party of the truth of any allegations by Lead
4 Plaintiff or any Member of the Class or the validity of any claim that has been or could have been
5 asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted
6 in the Litigation or in any other litigation, including, but not limited to, litigation of the Released
7 Plaintiff's Claims, or of any liability, negligence, fault, or wrongdoing of any kind of any of the
8 Released Defendant Parties or in any way referred to for any other reason as against any of the
9 Released Defendant Parties, in any civil, criminal, or administrative action or proceeding, other than
10 such proceedings as may be necessary to effectuate the provisions of this Stipulation;
11

12 (b) shall be offered or received against or to the prejudice of Lead Plaintiff or any
13 Class Member as evidence that Lead Plaintiff's claims in any way lack merit or the validity of any
14 affirmative defense that has been or could have been asserted in the Litigation, including, but not
15 limited to, litigation of the Released Plaintiff's Claims;
16

17 (c) shall be offered or received against or to the prejudice of any Released
18 Defendant Party as evidence of a presumption, concession, or admission of any fault,
19 misrepresentation, scheme, or omission with respect to any statement or written document approved
20 or made by any Released Defendant Party, or against Lead Plaintiff or any Member of the Class as
21 evidence of any infirmity in the claims of Lead Plaintiff and the Class;
22

23 (d) shall be offered or received against or to the prejudice of any Released
24 Defendant Party as evidence of a presumption, concession, or admission of any liability, negligence,
25 fault, or wrongdoing, or in any way referred to for any other reason as against any of the parties to
26 this Stipulation, in any other civil, criminal, or administrative action or proceeding; provided,
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1 however, that if this Stipulation is approved by the Court, the Released Defendant Parties may refer
2 to it to effectuate the release granted them hereunder; or

3 (e) shall be construed against the Released Defendant Parties, Lead Plaintiff, or
4 the Class as evidence of a presumption, concession, or admission that the consideration to be given
5 hereunder represents the amount which could be or would have been recovered after trial or in any
6 proceeding other than this Settlement.
7

8 **9. Miscellaneous Provisions**

9 9.1 The Settling Parties: (a) acknowledge that it is their intent to consummate this
10 Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and
11 implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish
12 the foregoing terms and conditions of this Stipulation.
13

14 9.2 The Settling Parties intend this Settlement to be a final and complete resolution of all
15 disputes between them with respect to the Litigation. The Settlement compromises all claims that
16 were or are contested and shall not be deemed an admission by any Settling Party as to the merits of
17 any claim or defense. Pursuant to 15 U.S.C. §78u-4(c)(1), the Settling Parties agree that the
18 Judgment will contain a finding that, during the course of the Litigation, the Settling Parties and their
19 respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure
20

21 11. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement
22 were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached
23 voluntarily after consultation with competent legal counsel. None of the Settling Parties shall
24 disparage the others in their statements concerning the Litigation or the Settlement. For the
25 avoidance of doubt, neither describing the allegations in the Amended Complaint nor denying the
26 allegations in the Amended Complaint shall be considered disparagement within the meaning of this
27 paragraph. Notwithstanding the foregoing, the Settling Parties reserve their right to rebut, in a
28

1 manner that such Party determines to be appropriate, any contention made in any public forum that
2 the Litigation was brought or defended in bad faith or without a reasonable basis.

3 9.3 Defendants and/or the Released Defendant Parties may file this Stipulation and/or the
4 Judgment from this Litigation in any other action that may be brought against them in order to
5 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
6 statute of limitations, statute of repose, good faith settlement, judgment bar or reduction, or any
7 theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any
8 liability protection under any applicable insurance policy. The Settling Parties may file this
9 Stipulation and/or the Judgment in any action that may be brought to enforce the terms of this
10 Stipulation and/or the Judgment. All Settling Parties submit to the jurisdiction of the Court for
11 purposes of implementing and enforcing the Settlement.
12

13 9.4 All agreements made and orders entered during the course of the Litigation relating to
14 the confidentiality of information shall survive this Stipulation.
15

16 9.5 All of the Exhibits to this Stipulation are material and integral parts hereof and are
17 fully incorporated herein by this reference. Notwithstanding the foregoing, in the event that there
18 exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit
19 attached hereto, the terms of the Stipulation shall prevail.
20

21 9.6 This Stipulation, along with its Exhibits, may be amended or modified only by a
22 written instrument signed by or on behalf of all Settling Parties or their respective successors-in-
23 interest.

24 9.7 This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement
25 constitute the entire agreement among the Settling Parties hereto as to the subject matter hereof and
26 supersede any prior or contemporaneous written or oral agreements or understandings between the
27 Settling Parties. No representations, warranties, or inducements have been made to any party
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1 concerning this Stipulation, or its Exhibits, or the Supplemental Agreement, other than the
2 representations, warranties, and covenants contained and memorialized in such documents.

3 9.8 Except as otherwise provided herein, each party shall bear his, her, or its own fees
4 and costs.

5 9.9 Lead Counsel, on behalf of the Class, is expressly authorized by Lead Plaintiff to take
6 all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation to
7 effectuate its terms and also is expressly authorized to enter into any modifications or amendments to
8 this Stipulation on behalf of the Class which it deems appropriate.

9 9.10 Each counsel or other Person executing this Stipulation, its Exhibits, the
10 Supplemental Agreement, or any related Settlement document, on behalf of any party hereto hereby
11 warrants that such Person has the full authority to do so, and that they have the authority to take
12 appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its
13 terms, without requiring additional consent, approval, or authorization of any other Person, board,
14 entity, tribunal, or other regulatory or governmental authority.

15 9.11 This Stipulation may be executed in one or more counterparts. All executed
16 counterparts and each of them shall be deemed to be one and the same instrument. A complete set of
17 executed counterparts shall be filed with the Court. Signatures sent by facsimile or pdf via e-mail
18 shall be deemed originals.

19 9.12 All notices, requests, demands, claims, and other communications hereunder shall be
20 in writing and shall be deemed duly given when delivered personally to the recipient, including via
21 email with confirmation of receipt and addressed to the intended recipient as set forth below:
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24
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If to Lead Plaintiff or to Lead Counsel:

ROBBINS GELLER RUDMAN
& DOWD LLP
ELLEN GUSIKOFF STEWART
655 West Broadway, Suite 1900
San Diego, CA 92101
elleng@rgrdlaw.com

If to Defendants or to Defendants' Counsel:

BAKER BOTTS L.L.P.
JOHN B. LAWRENCE
2001 Ross Avenue, Suite 900
Dallas, TX 75201
john.lawrence@bakerbotts.com

9.13 This Stipulation shall be binding upon, and inure to the benefit of, the successors, heirs, and assigns of the Settling Parties.

9.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and matters related to the Settlement.

9.15 Any waiver of any of the terms of this Stipulation must be in writing, signed by the party against whom the waiver is sought to be enforced. The waiver by one Settling Party of any breach of this Stipulation by any other party shall not be deemed a waiver by any other Settling Party or a waiver of any other prior or subsequent breach of this Stipulation.

9.16 Pending approval of the Court of this Stipulation and its Exhibits, all proceedings in this Litigation shall be stayed and all Members of the Class shall be barred and enjoined from prosecuting any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

9.17 This Stipulation and its Exhibits and the Supplemental Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Nevada and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Nevada without

1 giving effect to its choice-of-law principles, except to the extent that federal law requires that federal
2 law govern.

3 9.18 Any action arising under or to enforce this Stipulation or any portion thereof shall be
4 commenced and maintained only in the Court.

5 9.19 The headings herein are used for the purpose of convenience only and are not meant
6 to have legal effect.

7 9.20 This Stipulation shall not be construed more strictly against one party than another
8 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of
9 the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the
10 Settling Parties and the Settling Parties have contributed substantially and materially to the
11 preparation of this Stipulation.

12 9.21 Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall
13 be deemed to constitute a waiver of any applicable privilege or immunity, including, without
14 limitation, attorney-client privilege, joint defense privilege, or work product protection.

15 9.22 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of
16 time to carry out any of the provisions of this Stipulation without further order of the Court.

17 IN WITNESS HEREOF, the parties hereto have caused this Stipulation to be executed, by
18 their duly authorized attorneys, dated May 9, 2025.

19
20
21 ROBBINS GELLER RUDMAN
22 & DOWD LLP
23 ELLEN GUSIKOFF STEWART
24 RYAN A. LLORENS
25 JEFFREY J. STEIN
26 JOHN M. KELLEY
27 SARAH A. FALLON
28 JESSICA E. ROBERTSON


JEFFREY J. STEIN

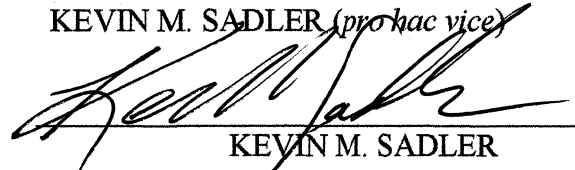
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Counsel for Defendant Spectrum
Pharmaceuticals, Inc.

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INDEX OF EXHIBITS TO STIPULATION OF SETTLEMENT

DOCUMENT	EXHIBIT
[Proposed] Order Preliminarily Approving Settlement and Providing for Notice	A
Notice of Pendency and Proposed Settlement of Class Action	A-1
Proof of Claim and Release	A-2
Summary Notice of Pendency and Proposed Settlement of Class Action	A-3
Postcard Notice	A-4
[Proposed] Final Judgment and Order of Dismissal with Prejudice	B

EXHIBIT A

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Lead Counsel for Lead Plaintiff
International Trading Group, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

[PROPOSED] ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE

EXHIBIT A

1 WHEREAS, an action is pending before this Court entitled *Luo v. Spectrum*
2 *Pharmaceuticals, Inc., et al.*, No. 2:21-cv-01612-CDS-BNW (D. Nev.) (the “Litigation”);

3 WHEREAS, Lead Plaintiff International Trading Group, Inc. having made application,
4 pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the
5 Settlement of this Litigation, in accordance with a Stipulation of Settlement dated May 9, 2025 (the
6 “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions
7 for a proposed Settlement of the Litigation and for dismissal of the Litigation with prejudice upon
8 the terms and conditions set forth therein, and the Court having read and considered the Stipulation
9 and the Exhibits annexed thereto;

10 WHEREAS, the Settling Parties having consented to the entry of this Order;

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

13 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

14 1. The Court hereby preliminarily approves the Settlement set forth in the Stipulation,
15 and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely
16 be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate
17 to the Class, subject to further consideration at the Settlement Hearing described below.

18 2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for
19 purposes of this Settlement only, this Litigation is hereby preliminarily certified as a class action on
20 behalf of all Persons who purchased or otherwise acquired Spectrum Pharmaceuticals, Inc.
21 (“Spectrum”) common stock between March 7, 2018, and August 5, 2021, inclusive. Excluded from
22 the Class are: (i) Defendants and members of the Individual Defendants’ immediate families; (ii) the
23 officers and directors of Spectrum during the Class Period, and members of their immediate families;
24 (iii) the legal representatives, heirs, successors, or assigns of any of the foregoing; and (iv) any entity
25 in which any Defendant has or had a controlling interest. Also excluded from the Class is any
26 Person who properly excludes himself, herself, itself, or themselves from the Class by submitting a
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1 valid and timely request for exclusion. To the extent any Spectrum employee benefit plan receives a
2 distribution from the Net Settlement Fund, no portion shall be allocated to any Person who is
3 excluded from the Class by definition.

4 3. The Court finds, for the purposes of the Settlement only, that the prerequisites for a
5 class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied
6 in that: (a) the number of Class Members is so numerous that joinder of all members is
7 impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Lead
8 Plaintiff are typical of the claims of the Class it seeks to represent; (d) Lead Plaintiff and Lead
9 Counsel have and will fairly and adequately represent the interests of the Class; (e) the questions of
10 law and fact common to the Class Members predominate over any questions affecting only
11 individual Class Members; and (f) a class action is superior to other available methods for the fair
12 and efficient adjudication of the controversy.
13

14 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of
15 the Settlement only, Lead Plaintiff is preliminarily certified as Class Representative and Lead
16 Counsel Robbins Geller Rudman & Dowd LLP is preliminarily certified as Class Counsel.
17

18 5. The Court preliminarily finds that the proposed Settlement should be approved as:
19 (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a
20 range of reasonableness warranting final approval; (c) having no obvious deficiencies; (d) being fair,
21 reasonable, and adequate to the Class; and (e) warranting notice of the proposed Settlement to Class
22 Members and further consideration of the Settlement at the Settlement Hearing described below.
23

24 6. A hearing (the "Settlement Hearing") shall be held before this Court on
25 _____, 2025, at _____.m. (a date that is at least 100 calendar days from entry of this Order),
26 at the United States District Court for the District of Nevada, Lloyd D. George Federal Courthouse,
27 333 Las Vegas Boulevard South, Las Vegas, NV 89101, to determine: (a) whether the proposed
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1 Settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair,
2 reasonable, and adequate to the Class and should be approved by the Court; (b) whether a Judgment,
3 as provided in ¶1.13 of the Stipulation, should be entered; (c) whether the proposed Plan of
4 Allocation is fair, reasonable, and adequate and should be approved; (d) the amount of fees and
5 expenses that should be awarded to Lead Counsel and Lead Plaintiff; and (e) any such other matters
6 as the Court may deem appropriate. The Court may adjourn the Settlement Hearing without further
7 notice to the Members of the Class, and retains jurisdiction to consider all further applications
8 arising out of or connected with the proposed Settlement. The Court may approve the proposed
9 Settlement with such modifications as the Settling Parties may agree to, if appropriate, without
10 further notice to the Class.
11

12 7. The Court approves, as to form and content, the Notice of Pendency and Proposed
13 Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of
14 Claim”), the Summary Notice of Pendency and Proposed Settlement of Class Action (the “Summary
15 Notice”), and the Postcard Notice annexed hereto as Exhibits 1, 2, 3, and 4, respectively, and finds
16 that the mailing and distribution of the Postcard Notice, publishing of the Summary Notice, and
17 posting of the Notice and Proof of Claim on the Settlement-dedicated website, substantially in the
18 manner and form set forth in ¶9 of this Order, meet the requirements of Federal Rule of Civil
19 Procedure 23, the Private Securities Litigation Reform Act of 1995, and due process, and is the best
20 notice practicable under the circumstances and shall constitute due and sufficient notice to all
21 Persons entitled thereto.
22

23 8. Other than the fees, costs, and expenses of providing notice pursuant to the Class
24 Action Fairness Act, 28 U.S.C. §1715, *et seq.*, which shall be paid by Defendants, and the costs
25 associated with providing the record holder information required pursuant to ¶9(a) of this Order, all
26 fees, costs, and expenses incurred in identifying and notifying potential Class Members shall be paid
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1 from the Settlement Fund as set forth in the Stipulation, and in no event shall any of the Released
2 Defendant Parties or Releasing Plaintiff Parties bear any responsibility for such fees, costs, or
3 expenses.

4 9. The firm of Verita Global (“Verita” or “Claims Administrator”) is hereby appointed
5 to supervise and administer the notice procedure as well as the processing of Claims as more fully
6 set forth below:

7 (a) Defendants shall provide or cause to be provided to the Claims Administrator,
8 not later than ten (10) calendar days after entry by this Court of this Order, at no cost to Lead
9 Plaintiff or the Class, a list in electronic format, containing the names and addresses and email
10 addresses, if available, of record holders of Spectrum common stock during the Class Period, as set
11 forth in the records of Spectrum’s transfer agent;

12 (b) Not later than _____, 2025 (the “Notice Date”) (a date twenty-one (21)
13 calendar days after entry by this Court of this Order), the Claims Administrator shall cause a copy of
14 the Postcard Notice, substantially in the form annexed hereto, to be emailed or mailed by First-Class
15 Mail (where an email is unavailable) to all potential Class Members at the addresses set forth in the
16 records provided by Defendants, or who otherwise can be identified with reasonable effort, shall
17 cause a copy of the Postcard Notice to be mailed to nominees, and shall post the Stipulation, Notice,
18 and Proof of Claim on the website established for this Litigation at
19 www.SpectrumPharmaceuticalsSecuritiesSettlement.com. For all notices returned as undeliverable,
20 the Claims Administrator shall use its best efforts to locate updated addresses;

21 (c) Not later than _____, 2025 (a date seven (7) calendar days after the Notice
22 Date), the Claims Administrator shall cause the Summary Notice to be published once in the national
23 edition of *The Wall Street Journal* and once over a national newswire service; and
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1 (d) Not later than seven (7) calendar days prior to the Settlement Hearing, Lead
2 Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or
3 declaration, of such emailing, mailing, and publishing.

4 10. Nominees who purchased or otherwise acquired Spectrum common stock during the
5 Class Period for beneficial owners who are Class Members are directed to: (a) request within seven
6 (7) calendar days of receipt of the Postcard Notice sufficient copies of the Postcard Notice from the
7 Claims Administrator to forward to all such beneficial owners; or (b) send a list of the names and
8 addresses (including email addresses if available) of such beneficial owners to the Claims
9 Administrator within seven (7) calendar days after receipt of the Postcard Notice. If a nominee
10 elects to send the Postcard Notice to beneficial owners, such nominee is directed to email or mail
11 (where an email is unavailable) the Postcard Notice within seven (7) calendar days of receipt of
12 those documents from the Claims Administrator, and upon such emailing or mailing, the nominee
13 shall send a statement to the Claims Administrator confirming that the emailing or mailing was made
14 as directed, and the nominee shall retain the list of names and addresses for use in connection with
15 any possible future notice to the Class. Upon full compliance with these instructions, including the
16 timely emailing or mailing of the Postcard Notice to beneficial owners, such nominees may seek
17 reimbursement of their reasonable expenses actually incurred in complying with these instructions
18 by providing the Claims Administrator with proper documentation supporting the expenses for
19 which reimbursement is sought and reflecting compliance with these instructions. Reasonable out
20 of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 for
21 providing names, addresses, and email addresses to the Claims Administrator per record; up to a
22 maximum of \$0.03 per Postcard Notice mailed by nominee, plus postage at the rate used by the
23 Claims Administrator; or \$0.03 per Postcard Notice sent by email. Such properly documented
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1 expenses incurred by nominees in compliance with the terms of these instructions will be paid from
2 the Settlement Fund.

3 11. Class Members shall be bound by all determinations and judgments in the Litigation
4 concerning the Settlement, including, but not limited to, the Releases provided for therein, whether
5 favorable or unfavorable to the Class, whether or not such Class Members submit Proofs of Claim or
6 otherwise seek or obtain by any means any distribution from the Net Settlement Fund.

7
8 12. Class Members who wish to participate in the Settlement shall complete and submit a
9 Proof of Claim in accordance with the instructions contained therein. Unless the Court orders
10 otherwise, all Proofs of Claim must be mailed or submitted electronically no later than _____,
11 2025 (a date ninety (90) calendar days from the Notice Date). Any Class Member who does not
12 timely submit a Proof of Claim within the time provided for shall be barred from sharing in the
13 distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but
14 will in all other respects be subject to and bound by the provisions of the Stipulation and the
15 Judgment, if entered. Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept
16 late-submitted Claims for processing by the Claims Administrator so long as distribution of the Net
17 Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have
18 any claim against Lead Plaintiff, Lead Plaintiff's Counsel, or the Claims Administrator by reason of
19 the decision to exercise such discretion whether to accept late-submitted Claims.
20

21
22 13. Any Class Member may enter an appearance in the Litigation, at his, her, its, or their
23 own expense, individually or through counsel of their own choice. Any Class Member who does not
24 enter an appearance will be represented by Lead Counsel.

25 14. Any Member of the Class who wishes to exclude himself, herself, itself, or
26 themselves from the Class must request exclusion in writing within the time and in the manner set
27 forth herein. Any such Person must submit to the Claims Administrator a signed request for
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1 exclusion (“Request for Exclusion”) such that it is postmarked no later than _____, 2025 (a
2 date twenty-one (21) calendar days prior to the Settlement Hearing). A Request for Exclusion must
3 provide: (a) the name, address, email address, and telephone number of the Person requesting
4 exclusion; (b) a list identifying the dates and the number of shares of Spectrum common stock
5 purchased or otherwise acquired and sold during the Class Period and the price paid for each such
6 purchase or acquisition and received for each such sale; and (c) a statement that the Person wishes to
7 be excluded from the Class, signed by the person or entity requesting exclusion or an authorized
8 representative. All Persons who submit valid and timely Requests for Exclusion in the manner set
9 forth in this paragraph and the Notice shall have no rights under the Settlement, shall not share in the
10 distribution of the Net Settlement Fund, and shall not be bound by the Settlement or any final
11 Judgment. Unless otherwise ordered by the Court, any Person who purchased or otherwise acquired
12 Spectrum common stock during the Class Period who fails to timely request exclusion from the
13 Class in compliance with each of the provisions in this paragraph shall be: (a) deemed to have
14 waived his, her, its, or their right to be excluded from the Class; (b) barred from requesting exclusion
15 from the Class; (c) bound by the provisions of the Stipulation and the Settlement and all proceedings,
16 determinations, orders, and judgments in the Litigation relating thereto, including, without
17 limitation, the Judgment, if applicable, and the Releases provided for therein, whether favorable or
18 unfavorable to the Class; and (d) barred from commencing, maintaining, or prosecuting any of the
19 Released Plaintiff’s Claims against each and all of the Released Defendant Parties, as more fully
20 described in the Stipulation and Notice. Notwithstanding the foregoing, late Proofs of Claim may be
21 accepted for processing as set forth in ¶12. Any Person or entity who or which timely and validly
22 requests exclusion in compliance with the terms stated in this Order and is excluded from the Class
23 shall not be a Class Member, shall not be bound by the terms of the Settlement or any orders or
24 judgments in the Litigation, and shall not receive any payment out of the Net Settlement Fund.
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1 15. Lead Counsel or the Claims Administrator shall cause to be provided to Defendants’
2 Counsel copies of all Requests for Exclusion, promptly upon receipt and as expeditiously as
3 possible, but in no event later than three (3) calendar days from receipt thereof, and in any event, not
4 less than fourteen (14) calendar days prior to the Settlement Hearing.

5 16. Any Class Member who or which does not request exclusion from the Class may file
6 a written objection to the Settlement and show cause why the Settlement of the Litigation should or
7 should not be approved as fair, reasonable, and adequate, why a judgment should or should not be
8 entered thereon, why the Plan of Allocation should or should not be approved, or why the requested
9 amount of attorneys’ fees and expenses should or should not be awarded to Lead Plaintiff’s Counsel
10 or to Lead Plaintiff, provided, however, that no Class Member or any other Person shall be heard or
11 entitled to contest such matters, unless that Person has delivered by hand or sent by First-Class Mail
12 written objections and copies of any papers and briefs such that they are received, not simply
13 postmarked, on or before _____, 2025 (a date that is twenty-one (21) calendar days prior to the
14 Settlement Hearing), by Robbins Geller Rudman & Dowd LLP, Attn: Ellen Gusikoff Stewart, 655
15 West Broadway, Suite 1900, San Diego, CA 92101; Baker Botts L.L.P., Attn: John B. Lawrence,
16 2001 Ross Avenue, Suite 900, Dallas, TX 75201, and filed said objections, papers, and briefs with
17 the Clerk of the United States District Court for the District of Nevada, on or before _____,
18 2025 (a date that is twenty-one (21) calendar days prior to the Settlement Hearing). Any Class
19 Member who does not make his, her, its, or their objection in the manner provided herein shall be
20 deemed to have waived such objection and shall forever be foreclosed from making any objection to
21 the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of
22 Allocation, or to the request for attorneys’ fees and expenses to Lead Plaintiff’s Counsel or expenses
23 of Lead Plaintiff, unless otherwise ordered by the Court. Attendance at the Settlement Hearing is not
24 necessary. However, Persons wishing to be heard orally in opposition to the approval of the
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1 Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses to Lead
2 Plaintiff's Counsel or Lead Plaintiff are required to indicate in their written objection their intention
3 to appear at the Settlement Hearing. Class Members do not need to appear at the Settlement Hearing
4 or take any action if they do not oppose any aspect of the Settlement.

5 17. Any objections, filings, and other submissions by an objecting Class Member must:
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7 (a) state the name, address, email address, and telephone number of the Person objecting and must be
8 signed by the objector, even if the objector is represented by counsel; (b) contain a statement of the
9 Class Member's objection or objections, and the specific reasons for each objection, including any
10 legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether
11 the objection applies only to the objector, a specific subset of the Class, or to the entire Class;
12 (c) include documents sufficient to prove membership in the Class, including the objecting Class
13 Member's purchases, other acquisitions, and sales of Spectrum common stock during the Class
14 Period, including the dates and the number of shares purchased, acquired, or sold, and the price paid
15 or received for each such purchase, acquisition, or sale; and (d) identify all class action settlements
16 to which the objector or his, her, its, or their counsel have previously objected.

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18 18. Any Class Member who does not object to the Settlement, the Plan of Allocation, or
19 the application for an award of attorneys' fees, costs, charges, and expenses in the manner prescribed
20 herein shall be deemed to have waived such objection, and shall forever be foreclosed from making
21 any objection to the fairness, adequacy, or reasonableness of the proposed Settlement, this Order,
22 and the Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the
23 application by Lead Counsel for an award of attorneys' fees together with costs, charges, and
24 expenses.
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1 19. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia*
2 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
3 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

4 20. All opening briefs and supporting documents in support of the Settlement, the Plan of
5 Allocation, and any application by Lead Counsel for attorneys' fees and expenses, including an
6 award to Lead Plaintiff pursuant to 15 U.S.C. §78u-4(a)(4), shall be filed and served no later than
7 _____, 2025 (a date that is thirty-five (35) calendar days prior to the Settlement Hearing).
8 Replies to any objections shall be filed and served no later than _____, 2025 (a date that is
9 seven (7) calendar days prior to the Settlement Hearing).

10 21. Neither the Released Defendant Parties nor Defendants' Counsel shall have any
11 responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted
12 by Lead Counsel or Lead Plaintiff, and such matters will be considered separately from the fairness,
13 reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Plan of
14 Allocation or any application for attorneys' fees or expenses, or any appeal from any order relating
15 thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or
16 affect or delay the finality of the Judgment and the settlement of the Litigation.

17 22. At or after the Settlement Hearing, the Court shall determine whether the Plan of
18 Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of
19 expenses shall be approved.

20 23. All reasonable expenses incurred in identifying and notifying potential Class
21 Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation.
22 In the event the Settlement is not approved by the Court, or otherwise fails to become effective,
23 neither Lead Plaintiff nor any of its counsel shall have any obligation to repay any amounts incurred
24 and properly disbursed pursuant to ¶¶2.12 or 2.14 of the Stipulation.

1 24. Lead Counsel is authorized and directed to prepare any tax returns and any other tax
2 reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes
3 owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to
4 Taxes and any reporting or filings in respect thereof without further order of the Court in a manner
5 consistent with the provisions of the Stipulation.
6

7 25. Neither this Order, the Stipulation (whether or not consummated), including the
8 exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may
9 be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any
10 proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement
11 (including any arguments proffered in connection therewith): (a) shall be offered against any of the
12 Released Defendant Parties with respect to the truth of any fact alleged by Lead Plaintiff or the
13 validity of any claim that was or could have been asserted or the deficiency of any defense that has
14 been or could have been asserted in this Litigation or in any other action, or of any liability, fault, or
15 other wrongdoing of any kind of any of the Released Defendant Parties or in any way referred to for
16 any other reason as against any of the Released Defendant Parties, in any civil, criminal, or
17 administrative action or proceeding, other than such proceedings as may be necessary to effectuate
18 the provisions of the Stipulation; (b) shall be offered against any of the Releasing Plaintiff Parties, as
19 evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission
20 by any of the Releasing Plaintiff Parties that any of their claims are without merit, that any of the
21 Released Defendant Parties had meritorious defenses, or that damages recoverable under the
22 Amended Complaint would not have exceeded the Settlement Amount or with respect to any
23 liability, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against
24 any of the Releasing Plaintiff Parties, in any civil, criminal, or administrative action or proceeding,
25 other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or
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(c) shall be construed against any of the Releasing Plaintiff Parties or Released Defendant Parties as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; provided, however, that if the Stipulation is approved by the Court, the Released Defendant Parties, the Releasing Plaintiff Parties, and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement. The Released Defendant Parties, the Releasing Plaintiff Parties, and each of their counsel may file the Stipulation, this Order, and/or the Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

26. If the Stipulation and the Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation. This Order, the Stipulation, and the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* as of March 26, 2025.

27. Unless otherwise ordered by the Court, all proceedings in the Litigation are stayed, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation or other agreement of the Settling Parties. Pending final determination of whether the proposed Settlement should be approved, neither Lead Plaintiff nor any Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the Released

1 Defendant Parties, any action or proceeding in any court or tribunal asserting any of the Released
2 Plaintiff's Claims.

3 IT IS SO ORDERED.

4 DATED: _____

5 THE HONORABLE CRISTINA D. SILVA
6 UNITED STATES DISTRICT JUDGE
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EXHIBIT A-1

CAMPBELL & WILLIAMS
J. COLBY WILLIAMS (5549)
710 South Seventh Street, Suite A
Las Vegas, Nevada 89101
Telephone: 702/382-5222
702/382-0540 (fax)
jcw@cwlawlv.com

Local Counsel for Lead Plaintiff
International Trading Group, Inc.

ROBBINS GELLER RUDMAN
& DOWD LLP
ELLEN GUSIKOFF STEWART
RYAN A. LLORENS
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Lead Counsel for Lead Plaintiff
International Trading Group, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF CLASS ACTION

EXHIBIT A-1

TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED SPECTRUM PHARMACEUTICALS, INC. (“SPECTRUM”) COMMON STOCK BETWEEN MARCH 7, 2018, AND AUGUST 5, 2021, INCLUSIVE (THE “CLASS PERIOD”)

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE (AT WWW.SPECTRUMPHARMACEUTICALSSECURITIESSETTLEMENT.COM) ON OR BEFORE _____, 2025.**

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION.

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been issued pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Nevada (the “Court”). The purpose of this Notice is to inform you of: (i) the pendency of this class action (the “Litigation”) between International Trading Group, Inc. (“Lead Plaintiff”) and Spectrum,¹ Joseph W. Turgeon, Kurt A. Gustafson, Francois J. Lebel, and Thomas J. Riga (“Defendants”); (ii) the proposed \$15.95 million cash settlement reached therein (the “Settlement”); and (iii) the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated May 9, 2025 (the “Stipulation”), by and between Lead Plaintiff and Defendants (the “Parties” or “Settling Parties”). This Notice describes what steps you may take in relation to the Settlement and this class action.²

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of the Defendants or the merits of the claims or defenses asserted by or against the Defendants. This Notice is solely to advise you of the pendency of the Litigation, the proposed Settlement of the Litigation, and your rights in connection therewith.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A PROOF OF CLAIM	The only way to be eligible to receive a payment from the Settlement. Proofs of Claim must be postmarked or submitted online on or before _____, 2025.
EXCLUDE YOURSELF FROM THE CLASS	Get no payment. This is the only option that <i>potentially</i> allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert.

¹ Spectrum was acquired by Assertio Holdings, Inc. on July 31, 2023.

² All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation, which is available on the website www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

	including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Requests for exclusion must be postmarked on or before _____, 2025.
OBJECT	Write to the Court about why you do not like the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a Member of the Class. Objections must be <i>received</i> by the Court and counsel on or before _____, 2025. If you submit a written objection, you may (but do not have to) attend the Settlement Hearing.
GO TO THE SETTLEMENT HEARING ON _____, 2025	Ask to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. Requests to speak at the Settlement Hearing must be <i>received</i> by the Court and counsel on or before _____, 2025.
DO NOTHING	Receive no payment. You will, however, still be a Member of the Class, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$15.95 million cash settlement fund has been established. Based on Lead Plaintiff's estimate of the number of allegedly damaged shares eligible to recover under the Settlement, the average distribution per share of Spectrum common stock under the Plan of Allocation is approximately \$0.06, before deduction of any taxes on the income earned on the Settlement Amount, notice and administration costs, and the attorneys' fees and expenses as determined by the Court. **Class Members should note, however, that this is only an estimate.** A Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that claimant's claim as compared to the total claims of all Class Members who submit acceptable Proofs of Claim. An individual Class Member may receive more or less than this estimated average distribution amount. Please see the Plan of Allocation set forth and discussed at pages ____ through ____ below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each or any claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any damages. The issues on which the Settling Parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Spectrum common stock was allegedly artificially inflated (if at all) during the relevant period; and (4) the amount, if any, by which the price of Spectrum common stock was allegedly artificially inflated (if at all) during the relevant period.

Statement of Attorneys' Fees and Expenses Sought

Since the Litigation's inception, Lead Plaintiff's Counsel have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class, they would be paid from such recovery. Lead Counsel will apply to the Court on behalf of all Lead Plaintiff's Counsel for an award of attorneys' fees not to exceed 30% of the Settlement Amount, plus expenses not to exceed \$200,000, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. If the amounts requested are approved by the Court, the average cost per Spectrum common share will be approximately \$0.02. In addition, Lead Plaintiff may seek an award not to exceed \$12,000 in connection with its representation of the Class.

Further Information

For further information regarding the Litigation, this Notice, or to review the Stipulation, please contact the Claims Administrator toll-free at 1-____-____-_____, or visit the website, www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

You may also contact a representative of counsel for the Class: Greg Wood, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 800/449-4900, settlementinfo@rgrdlaw.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

Reasons for the Settlement

Lead Plaintiff's principal reason for entering into the Settlement is the benefit to the Class now, without further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery – or, indeed, no recovery at all – might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Litigation. Defendants have concluded that further conduct of this Litigation could be protracted and distracting.

BASIC INFORMATION

1. What is the purpose of this Notice?

The Court has directed the issuance of this Notice to inform potential Class Members about the Litigation and the proposed Settlement and their options in connection therewith before the Court rules on the Settlement. Additionally, Class Members have the right to understand how this class action lawsuit may generally affect their legal rights.

This Notice explains the class action lawsuit, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

1 The Court in charge of the Litigation is the United States District Court for the District of
 2 Nevada, and the case is known as *Luo v. Spectrum Pharmaceuticals, Inc., et al.*, No. 2:21-cv-01612-
 3 CDS-BNW. The case has been assigned to the Honorable Cristina D. Silva. The entity representing
 the Class is the “Lead Plaintiff,” and the company and individuals it sued and who have now settled
 are called the “Defendants.”

4 The issuance of this Notice is not an expression of any opinion by the Court concerning the
 5 merits of any claim in the Litigation, and the Court still has to decide whether to approve the
 Settlement. If the Court approves the Settlement and a plan of allocation, then payments to
 6 Authorized Claimants will be made after any appeals are resolved and after the completion of all
 claims processing. Please be patient, as this process can take some time to complete.

8 **2. What is this lawsuit about?**

9 The Litigation is currently pending before Judge Cristina D. Silva in the United States
 District Court for the District of Nevada (the “Court”). The initial complaint in the Litigation was
 10 filed on August 31, 2021. On July 28, 2022, the Court appointed International Trading Group, Inc.
 as Lead Plaintiff and Robbins Geller Rudman & Dowd LLP as Lead Counsel.

11 On September 26, 2022, Lead Plaintiff filed the Amended Consolidated Class Action
 12 Complaint (the “Complaint”) alleging violations of §§10(b), 20(a), and 20A of the Securities
 Exchange Act of 1934 (the “Exchange Act”). On November 30, 2022, Defendants moved to dismiss
 13 the Complaint. Lead Plaintiff filed its opposition to the motion on January 27, 2023, and Defendants
 filed their reply on February 27, 2023. The Court held a hearing on Defendants’ motion to dismiss
 14 on February 6, 2024, and granted the motion without prejudice.

15 On March 29, 2024, Lead Plaintiff filed the Second Amended Consolidated Class Action
 16 Complaint (the “Amended Complaint”). Defendants moved to dismiss the Amended Complaint on
 17 May 13, 2024. Lead Plaintiff filed its opposition to the motion to dismiss on June 27, 2024, and
 Defendants filed their reply brief on July 22, 2024. On October 7, 2024, the Court issued an order
 18 granting in part and denying in part Defendants’ motion to dismiss the Amended Complaint.

19 On October 23, 2024, Lead Plaintiff and Defendants filed their joint proposed discovery plan
 and proposed schedule, which was entered on October 24, 2024.

20 The Court’s October 7, 2024 Order also referred the case to a magistrate judge for a
 21 mandatory settlement conference pursuant to Local Rule 16-5. Magistrate Judge Brenda Weksler
 22 scheduled a settlement conference for January 22, 2025.

23 The Parties thereafter agreed to engage a private mediator and on January 10, 2025,
 Magistrate Judge Weksler entered an order granting the Parties’ Joint Motion to Abate the
 24 Settlement Conference and Amend Scheduling Order.

25 Lead Plaintiff and Defendants participated in a voluntary confidential mediation session with
 26 David M. Murphy (of Phillips ADR), an experienced mediator, on March 20, 2025. The mediation
 session was preceded by the submission and exchange of opening and reply mediation statements by
 27 both Lead Plaintiff and Defendants. The Parties engaged in good-faith negotiations, but did not
 reach a settlement at the mediation session. Following additional settlement discussions with Mr.
 28 Murphy, on March 26, 2025, the Parties accepted a mediator’s proposal to settle the Litigation in

return for a cash payment of \$15.95 million to be paid by Defendants and/or their insurers on behalf of Defendants for the benefit of the Class, subject to the negotiation of the terms of a stipulation of settlement and approval by the Court. The Stipulation (together with the Exhibits thereto) was duly executed by counsel for Lead Plaintiff and for the Defendants on behalf of their respective clients, and reflects the final and binding agreement among the Settling Parties.

3. Why is there a settlement?

The Court has not decided in favor of Defendants or Lead Plaintiff. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Lead Plaintiff agreed to the Settlement in order to ensure that Class Members will receive compensation.

If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its remaining claims against Defendants, neither Lead Plaintiff nor the other Members of the Class would recover anything from Defendants. Also, if Defendants proved any of their defenses at summary judgment, trial, or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

WHO IS IN THE SETTLEMENT

4. How do I know if I am a Member of the Class?

The Court directed that everyone who fits this description is a Class Member: all Persons who purchased or otherwise acquired Spectrum common stock between March 7, 2018, and August 5, 2021, inclusive. Excluded from the Class are: (i) Defendants and members of the Individual Defendants' immediate families; (ii) the officers and directors of Spectrum during the Class Period, and members of their immediate families; (iii) the legal representatives, heirs, successors, or assigns of any of the foregoing; and (iv) any entity in which any Defendant has or had a controlling interest. Also excluded from the Class is any Person who properly excludes himself, herself, itself, or themselves from the Class by submitting a valid and timely request for exclusion. To the extent any Spectrum employee benefit plan receives a distribution from the Net Settlement Fund, no portion shall be allocated to any Person who is excluded from the Class by definition.

Please Note: Receipt of this Notice or the Postcard Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of the proceeds from the Settlement, you are required to submit a Proof of Claim and the required supporting documentation as set forth therein postmarked or submitted online on or before _____, 2025.

5. What if I am still not sure if I am included in the Class?

If you are still not sure whether you are included in the Class, you can ask for free help. You can contact the Claims Administrator toll-free at 1-____-____-_____, or you can fill out and return the Proof of Claim to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Plaintiff's Claims (defined below) and dismissal of the Litigation, Defendants have agreed to pay or cause to be paid \$15.95 million in cash to be distributed after Taxes, Tax Expenses, Notice and Administration Expenses, and Court approved attorneys' fees and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total dollar amount of claims represented by the valid Proofs of Claim that Class Members submit, compared to the dollar amount of your claim, all as calculated under the Plan of Allocation discussed below.

HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim. A Proof of Claim may be downloaded at www.SpectrumPharmaceuticalsSecuritiesSettlement.com. Read the instructions contained in the Proof of Claim carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail** (to *Spectrum Pharmaceuticals Securities Settlement*, c/o Verita Global, Claims Administrator, P.O. Box 90030-1171, Los Angeles, CA 90030-1171) or **submit it online at www.SpectrumPharmaceuticalsSecuritiesSettlement.com so that it is postmarked or received no later than _____, 2025.**

9. When will I get my payment?

The Court will hold a Settlement Hearing on _____, 2025, at _____.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it will take to resolve them. It also takes time for all the Proofs of Claim to be processed. Please be patient.

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

If you are a Class Member, unless you timely and validly exclude yourself from the Class, you will remain a Class Member, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Defendant Parties about the Released Plaintiff's Claims (as defined below) in this Litigation. It also means that all of the Court's orders will apply to you and legally bind you. If you remain a Class Member, and if the Settlement is approved, you will give up all "Released Plaintiff's Claims" (as defined below), including "Unknown Claims" (as defined below), against the "Defendants' Released Persons" (as defined below):

- 1 • “Released Plaintiff’s Claims” means all claims and causes of action of every nature
2 and description, whether known or unknown, including Unknown Claims (as defined
3 below), whether arising under federal, state, local, common, statutory, administrative
4 or foreign law, or any other law, rule or regulation, at law or inequity, whether class
5 or individual in nature, whether accrued or unaccrued, whether liquidated or
6 unliquidated, whether matured or unmatured, that Lead Plaintiff or any other Class
7 Member has or could have asserted in any court or forum, based on, arising out of, or
8 in connection with: (i) any purchase or acquisition of Spectrum common stock during
9 the period between March 7, 2018, and August 5, 2021, inclusive; and (ii) the
10 allegations, acts, facts, matters, occurrences, transactions, disclosures, filings,
11 representations, statements, or omissions that were or could have been alleged by
12 Lead Plaintiff or any other Member of the Class in the Litigation. Released
13 Plaintiff’s Claims do not include: (i) any claims related to the enforcement of the
14 Settlement; (ii) any claims asserted in the actions styled: (a) *Christiansen v. Spectrum*
15 *Pharmaceuticals, Inc.*, Case No. 1:22-cv-10292-VEC (S.D.N.Y.); (b) *Ayoub v.*
16 *Spectrum Pharmaceuticals, Inc.*, Case No. 1:24-cv-8138-VEC (S.D.N.Y.); (c)
17 *Changyoung Jung, derivatively on behalf of Spectrum Pharmaceuticals, Inc. and*
18 *Assertio Holdings, Inc. v. Francois Lebel, et al.*, Case No. 2024-0821 (Del. Ch.); or
19 (d) *Changyoung Jung, derivatively on behalf of Spectrum Pharmaceuticals, Inc. and*
20 *Assertio Holdings, Inc. v. Joseph Turgeon, et al.*, Case No. 2024-0822 (Del. Ch.);
21 (iii) any claims arising out of ERISA; or (iv) any claims of any Person who or which
22 submits a request for exclusion from the Class that is accepted by the Court.
- 23 • “Released Defendants’ Claims” means any and all claims and causes of action of
24 every nature and description whatsoever, including both known claims and Unknown
25 Claims (as defined below), whether arising under federal, state, common, or foreign
26 law, against Releasing Plaintiff Parties (as defined below) that arise out of or relate in
27 any way to the institution, prosecution, or settlement of the claims against
28 Defendants in the Litigation. Released Defendants’ Claims do not include: (i) any
claims relating to the enforcement of the Settlement; or (ii) any claims against any
Person who or which submits a request for exclusion from the Class that is accepted
by the Court.
- “Released Defendant Party” or “Released Defendant Parties” or “Defendants’
Released Persons” mean any or all of Defendants and/or any or all of their current,
former, or future parents, affiliates, subsidiaries, business units, divisions, or
controlling shareholders; and each and all of their and Defendants’ respective
current, former, or future officers, directors, employees, members, managers,
partners, principals, controlling shareholders, agents, advisors, accountants, auditors,
insurers, reinsurers, and attorneys; and the predecessors, successors, estates, assigns,
assignees, immediate family members, spouses, heirs, executors, trusts, trustees,
administrators, agents, legal or personal representatives of each of them, in their
capacities as such.
- “Releasing Plaintiff Party” or “Releasing Plaintiff Parties” mean Lead Plaintiff, all
other plaintiffs in the Litigation, their respective attorneys, and all other Class
Members, and each and all of their respective current, former, or future parents,
affiliates, subsidiaries, business units, divisions, or controlling shareholders; each and

all of their respective current, former, or future officers, directors, employees, members, managers, partners, principals, controlling shareholders, agents, advisors, accountants, auditors, insurers, reinsurers, and attorneys; and the predecessors, successors, estates, assigns, assignees, immediate family members, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representative of each of them, in their capacities as such.

- “Unknown Claims” means: (a) any and all Released Plaintiff’s Claims that any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of such claims; and (b) any and all Released Defendants’ Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to: (a) any and all Released Plaintiff’s Claims against the Released Defendant Parties; and (b) any and all Released Defendants’ Claims against the Releasing Plaintiff Parties, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

The Settling Parties shall fully, finally, and forever expressly waive any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiff’s Claims or Released Defendants’ Claims, but: (a) the Releasing Plaintiff Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiff’s Claims against the Released Defendant Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities; and (b) the Released Defendant Parties shall expressly, fully, finally, and

forever waive, compromise, settle, discharge, extinguish, and release, and each Released Defendant Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Lead Plaintiff, the Class, and Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Defendant Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue Defendants and the other Released Defendant Parties, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Class. This is called excluding yourself – or is sometimes referred to as “opting out.” If you are requesting exclusion from the Class because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose. If requests for exclusion exceed a certain amount, as set forth in a separate confidential agreement between the Settling Parties, Defendants shall have, in their discretion, the option to terminate the Settlement in accordance with the procedures set forth in the Supplemental Agreement.

11. How do I get out of the Class and the proposed Settlement?

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Spectrum Pharmaceuticals Securities Settlement*.” Your letter must include your purchases, acquisitions, and sales of Spectrum common stock during the Class Period, including the dates and number of shares of Spectrum common stock purchased, acquired, or sold, and the price paid for each such purchase or acquisition and received for each such sale. In addition, you must include your name, address, email address, telephone number, and your signature. You must mail your exclusion request so that it is **postmarked no later than _____, 2025** to:

Spectrum Pharmaceuticals Securities Settlement
Claims Administrator
c/o Verita Global
EXCLUSIONS
P.O. Box 5100
Larkspur, CA 94977-5100

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and

you may be able to sue Defendants and the other Released Defendant Parties about the Released Plaintiff's Claims in the future, if such claims are not time-barred.

12. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself from the Class, you give up any rights you may potentially have to sue Defendants and the other Released Defendant Parties for any and all Released Plaintiff's Claims. If you have a pending lawsuit against any of the Released Defendant Parties, speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to continue your own lawsuit. Remember, the exclusion deadline is _____, 2025.

13. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself from the Class, you should not send in a Proof of Claim to ask for any money from the Settlement. But you may have the right to potentially sue or be part of a different lawsuit against Defendants and/or the Released Defendant Parties.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins Geller Rudman & Dowd LLP represents the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel, on behalf of Lead Plaintiff's Counsel, will apply to the Court for an award of attorneys' fees not to exceed 30% of the Settlement Amount and for expenses, costs, and charges in an amount not to exceed \$200,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, Lead Plaintiff may seek reimbursement for its time and expenses incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

16. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment on or object to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's fee and expense application. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *Spectrum Pharmaceuticals Securities Settlement*. Include your name, address, email address, telephone number, and your signature (even if you are represented by counsel), identify the date(s), price(s), and number of shares of Spectrum common stock purchased, acquired, or sold during the Class Period, and state with specificity your comments or the reasons

why you object to the Settlement, Plan of Allocation, and/or fee and expense application, including any legal and evidentiary support for such objection. Any objection must state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class. In addition, the objector must identify all class action settlements to which the objector or his, her, or its counsel have previously objected. You must also include copies of documents demonstrating your purchases, other acquisitions, and/or sales of Spectrum common stock during the Class Period. Your comment or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is ***received no later than*** _____, **2025:**

COURT	LEAD COUNSEL	DEFENDANTS' COUNSEL
CLERK OF THE COURT UNITED STATES DISTRICT COURT DISTRICT OF NEVADA Lloyd D. George Federal Courthouse 333 Las Vegas Boulevard South Las Vegas, NV 89101	ROBBINS GELLER RUDMAN & DOWD LLP Attn: Ellen Gusikoff Stewart 655 West Broadway, Suite 1900 San Diego, CA 92101	BAKER BOTTS L.L.P. Attn: John B. Lawrence 2001 Ross Avenue, Suite 900 Dallas, TX 75201

17. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object **only** if you stay in the Class.

Excluding yourself is telling the Court that you do not want to be paid and do not want to release any claims you think you may have against Defendants and the other Released Defendant Parties. If you exclude yourself from the Class, you cannot object to the Settlement because it does not affect you.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend the hearing and speak, but you do not have to.

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

The Court will hold a Settlement Hearing at _____.m., on _____, **2025**, in the Courtroom of the Honorable Cristina D. Silva, at the United States District Court for the District of Nevada, Lloyd D. George Federal Courthouse, 333 Las Vegas Boulevard South, Las Vegas, NV 89101. At the hearing, the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if the objectors do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide the amount of attorneys' fees and expenses to award Lead Counsel and Lead Plaintiff. At or after the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date, time, and location of the Settlement Hearing without another notice being sent to Class Members.

There exists the possibility that the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by telephone or video conference, without further written notice to the Class. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members (who wish to attend the hearing) must or may participate by telephone or video, it is important that you monitor the Court's docket or the website, www.SpectrumPharmaceuticalsSecuritiesSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the hearing will be posted to the Settlement website. Accordingly, please continue to check the Settlement website for important updates.

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

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

20. May I speak at the Settlement Hearing?

If you object to the Settlement, the Plan of Allocation, and/or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* question 16 above) a statement saying that it is your "Notice of Intention to Appear in the *Spectrum Pharmaceuticals Securities Settlement*." Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys' fees and expenses to be awarded to Lead Plaintiff's Counsel or Lead Plaintiff and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be ***received no later than*** _____, **2025**, and addressed to the Clerk of Court, Lead Counsel, and Defendants' Counsel, at the addresses listed above in question 16.

You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

21. What happens if I do nothing?

If you do nothing, you will not receive any money from this Settlement. In addition, unless you exclude yourself from the Class, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Defendant Parties about the Released Plaintiff's Claims in this case.

GETTING MORE INFORMATION

22. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-____-____-____ or by email at info@SpectrumPharmaceuticalsSecuritiesSettlement.com. Reference is also made to the Stipulation, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement related papers filed in the Litigation, which are posted on the Settlement website at www.SpectrumPharmaceuticalsSecuritiesSettlement.com, and which may be inspected at the Office of the Clerk of the United States District Court for the District of Nevada, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

THE PROPOSED PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

23. How will my claim be calculated?

As discussed above, the Settlement provides \$15.95 million in cash for the benefit of the Class. The Settlement Amount and any interest it earns constitute the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Expenses, Taxes, and any other fees, expenses, or amounts approved by the Court, is the “Net Settlement Fund.” If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*, Members of the Class who timely submit valid Proofs of Claim that are accepted for payment by the Court – in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. Class Members who do not timely submit valid Proofs of Claim will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

1. The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Members of the Class who submit acceptable Proofs of Claim (“Authorized Claimants”) based on their respective alleged economic losses resulting from violations of the federal securities laws alleged in this Litigation. The Plan of Allocation reflects Lead Plaintiff’s damages expert’s analysis undertaken to that end, including a review of publicly available information regarding Spectrum and statistical analysis of the price movements of Spectrum common stock and the price performance of relevant market and peer indices during the Class Period. The Plan of Allocation, however, is not a formal damages analysis.

2. The calculations made pursuant to this Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making equitable allocations of the Net Settlement Fund.

3. All purchases and acquisitions of Spectrum common stock during the Class Period (March 7, 2018 through August 5, 2021, both dates inclusive) are potentially eligible for compensation based on claims asserted under the Exchange Act.³

4. A “Recognized Loss Amount” will be calculated as set forth below for each purchase or acquisition of Spectrum common stock during the Class Period that is listed in the Proof of Claim and for which adequate documentation is provided. To the extent that the calculation of a Recognized Loss Amount results in a negative number, that number shall be set to zero.

5. As detailed below, the Net Settlement Fund will be allocated on a *pro rata* basis to Authorized Claimants.

I. Recognized Loss Amount Calculations on Spectrum Common Stock

6. In this case, Lead Plaintiff alleges that Defendants made false statements and omitted material facts during the Class Period, which had the effect of artificially inflating the trading price of Spectrum common stock. Lead Plaintiff further alleges that corrective information released to the market removed alleged artificial inflation (deflation) from the share prices of Spectrum common stock on December 20, 2018, December 26, 2019, December 23, 2020, and August 6, 2021 (the “corrective disclosures”).

7. Recognized Loss Amounts are based primarily on the difference in the amount of alleged artificial inflation in the prices of Spectrum common stock at the time of purchase and at the time of sale.⁴

8. For each share of exchange traded Spectrum common stock purchased or otherwise acquired from March 7, 2018, through and including August 5, 2021, and:

(a) Sold before December 20, 2018, the Recognized Loss Amount will be \$0.00.

(b) Sold from December 20, 2018, through and including the close of trading on August 5, 2021, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share on the date of purchase as stated in Table A below ***minus*** the amount of artificial inflation per share on the date of sale as stated in Table A below; or (ii) the purchase price ***minus*** the sale price, subject to clauses (e) and (f) below.

³ Any transactions in Spectrum common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

⁴ Based on analyses by Lead Plaintiff’s damages expert, the following per share amounts of artificial inflation were dissipated by the corrective disclosures: \$3.70 on December 20, 2018, \$5.17 on December 26, 2019, \$0.43 on December 23, 2020, and \$0.60 on August 6, 2021. Lead Plaintiff’s damages expert discounted damages on purchases between March 7, 2018 and May 2, 2018 by 90%, discounted damages on purchases between December 20, 2018 and December 22, 2020 by 50%, and discounted the final corrective disclosure and related artificial inflation estimate by 90%, to account for the significant litigation risk and low probability of recovering damages in light of the Court’s October 7, 2024 Order on Defendants’ motion to dismiss. As a result, Table A below reflects \$0.06 of artificial inflation dissipated upon the final corrective disclosure.

(c) Sold from August 6, 2021, through and including the close of trading on November 3, 2021, the Recognized Loss Amount will be ***the least of***: (i) the amount of artificial inflation per share on the date of purchase as stated in Table A below; (ii) the purchase price ***minus*** the average closing price between August 6, 2021 and the date of sale as stated in Table B below; and (iii) the purchase price ***minus*** the sale price, subject to clauses (e) and (f) below.

(d) Held as of the close of trading on November 3, 2021, the Recognized Loss Amount will be ***the lesser of***: (i) the amount of artificial inflation per share on the date of purchase as stated in Table A below; or (ii) the purchase price ***minus*** \$2.19, subject to clauses (e) and (f) below.⁵

(e) For each share of exchange traded Spectrum common stock purchased from March 7, 2018, through and including May 2, 2018, the Recognized Loss Amount calculated above shall be multiplied by 10%.

(f) For each share of exchange traded Spectrum common stock purchased from December 20, 2018, through and including December 22, 2020, the Recognized Loss Amount calculated above shall be multiplied by 50%.

ADDITIONAL PROVISIONS

9. **Calculation of Claimant's "Recognized Claim"**: A claimant's "Recognized Claim" will be the sum of his, her, or its Recognized Loss Amounts as calculated above with respect to Spectrum common stock. If a claimant had a market gain with respect to their overall transactions in Spectrum common stock during the Class Period, the value of the claimant's Recognized Claim will be zero. If a claimant suffered an overall market loss with respect to their overall transactions in Spectrum common stock during the Class Period, but that market loss was less than the claimant's total Recognized Claim, their Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain, or suffered a market loss, with respect to a claimant's overall transactions of Spectrum common stock during the Class Period, the Claims Administrator will determine the difference between, the claimant's (i) Total Purchase Amount⁶ and (ii) the sum of the Total Sales Proceeds⁷ and Holding Value.⁸

⁵ Pursuant to Section 21D(e)(1) of the Exchange Act, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Spectrum common stock during the "90-day look-back period," August 6, 2021, through and including November 3, 2021. The mean (average) closing price for Spectrum common stock during this 90-day look-back period was \$2.19.

⁶ The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Spectrum common stock purchased during the Class Period.

⁷ The Claims Administrator will match any sales of Spectrum common stock from the start of the Class Period through and including the close of trading on November 3, 2021, first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other

1 10. **FIFO Matching:** If a Class Member made more than one purchase, acquisition, or
 2 sale of Spectrum common stock during the Class Period, all purchases, acquisitions, and sales will
 3 be matched on a First In, First Out (“FIFO”) basis, beginning with the earliest purchase of the
 security.

4 11. **“Purchase/Sale” Prices:** For the purposes of calculations under this Plan of
 5 Allocation, “purchase price” means the actual price paid, excluding all fees, taxes, and commissions,
 and “sale price” means the actual amount received, not deducting any fees, taxes, and commissions.

6 12. **“Purchase/Sale” Dates:** Purchases, acquisitions, and sales of Spectrum common
 7 stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the
 8 “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of
 9 Spectrum common stock shall not be deemed a purchase, acquisition, or sale of Spectrum common
 10 stock for the calculation of a claimant’s Recognized Loss Amount, nor shall the receipt or grant be
 11 deemed an assignment of any claim relating to the purchase, acquisition, or sale of Spectrum
 12 common stock unless (i) the donor or decedent purchased, acquired, or sold those shares of Spectrum
 common stock between March 7, 2018, and November 3, 2021 (both dates inclusive); (ii) the
 instrument of gift or assignment specifically provides that it is intended to transfer such rights; and
 (iii) no other duplicative Claim was submitted by or on behalf of the donor, on behalf of the
 decedent, or by anyone else with respect to such shares of Spectrum common stock.

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

15 14. In the event that a claimant establishes a short position during the Class Period, the
 16 earliest subsequent Class Period purchase shall be matched against such short position on a FIFO
 basis and will not be entitled to a recovery.

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

20 16. **Determination of Distribution Amount:** If the sum total of Recognized Claims of
 21 all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is
 22 greater than the Net Settlement Fund, each Authorized Claimant shall receive the claimants’
 authorized share of the Net Settlement Fund as provided by this Plan of Allocation. That share will
 23 be the Authorized Claimant’s Recognized Claim divided by the total of Recognized Claims of all
 Authorized Claimants, multiplied by the total amount of the Net Settlement Fund.

24
 25 charges) for the remaining sales of Spectrum common stock sold from the start of the Class Period
 through and including the close of trading on November 3, 2021 will be the “Total Sales Proceeds.”

26 ⁸ The Claims Administrator will ascribe a “Holding Value” for the securities equal to \$2.22 (the
 27 closing price of Spectrum common stock on November 3, 2021) for each share of Spectrum common
 28 stock purchased during the Class Period and still held as of the close of trading on November 3,
 2021.

17. If an Authorized Claimant's *pro rata* share of the Net Settlement Fund calculates to less than \$10.00, no distribution will be made to that Authorized Claimant.

18. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, Lead Plaintiff's damages expert, Defendants, Defendants' Counsel, any of the other Class Members, the Claims Administrator, or other agent designated by Lead Plaintiff's Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court.

19. Class Members who do not submit acceptable Proofs of Claim will not share in the distribution of the Net Settlement Fund, however they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Litigation unless they have timely and validly sought exclusion.

20. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.

21. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's Claim and Proof of Claim.

TABLE A
Estimated Inflation in Spectrum Common Stock
March 7, 2018 through August 5, 2021

Date Range	Inflation Per Share of Spectrum Common Stock
March 7, 2018 – December 19, 2018	\$9.36
December 20, 2018 – December 25, 2019	\$5.66
December 26, 2019 – December 22, 2020	\$0.49
December 23, 2020 – August 5, 2021	\$0.06

TABLE B
90-Day Look-back Table for Spectrum Common Stock
Closing Price and Average Closing Price
August 6, 2021 through November 3, 2021

Date	Closing Price	Average Closing Price Between August 6, 2021 and Date Shown	Date	Closing Price	Average Closing Price Between August 6, 2021 and Date Shown
8/6/2021	\$2.55	\$2.55	9/22/2021	\$2.31	\$2.32
8/9/2021	\$2.57	\$2.56	9/23/2021	\$2.40	\$2.32
8/10/2021	\$2.39	\$2.50	9/24/2021	\$2.37	\$2.32
8/11/2021	\$2.35	\$2.47	9/27/2021	\$2.42	\$2.33
8/12/2021	\$2.35	\$2.44	9/28/2021	\$2.32	\$2.33
8/13/2021	\$2.26	\$2.41	9/29/2021	\$2.23	\$2.32
8/16/2021	\$2.27	\$2.39	9/30/2021	\$2.18	\$2.32
8/17/2021	\$2.33	\$2.38	10/1/2021	\$2.20	\$2.32
8/18/2021	\$2.21	\$2.36	10/4/2021	\$2.06	\$2.31
8/19/2021	\$2.18	\$2.35	10/5/2021	\$2.01	\$2.30
8/20/2021	\$2.27	\$2.34	10/6/2021	\$1.95	\$2.29
8/23/2021	\$2.34	\$2.34	10/7/2021	\$2.00	\$2.29
8/24/2021	\$2.38	\$2.34	10/8/2021	\$1.97	\$2.28
8/25/2021	\$2.43	\$2.35	10/11/2021	\$1.99	\$2.27
8/26/2021	\$2.35	\$2.35	10/12/2021	\$1.94	\$2.27
8/27/2021	\$2.38	\$2.35	10/13/2021	\$1.97	\$2.26
8/30/2021	\$2.30	\$2.35	10/14/2021	\$2.02	\$2.26
8/31/2021	\$2.35	\$2.35	10/15/2021	\$1.96	\$2.25
9/1/2021	\$2.40	\$2.35	10/18/2021	\$2.00	\$2.25
9/2/2021	\$2.39	\$2.35	10/19/2021	\$2.05	\$2.24
9/3/2021	\$2.28	\$2.35	10/20/2021	\$1.96	\$2.24
9/7/2021	\$2.21	\$2.34	10/21/2021	\$1.99	\$2.23
9/8/2021	\$2.19	\$2.34	10/22/2021	\$1.99	\$2.23
9/9/2021	\$2.20	\$2.33	10/25/2021	\$1.96	\$2.22
9/10/2021	\$2.21	\$2.33	10/26/2021	\$1.89	\$2.22
9/13/2021	\$2.24	\$2.32	10/27/2021	\$1.80	\$2.21
9/14/2021	\$2.15	\$2.32	10/28/2021	\$1.94	\$2.21
9/15/2021	\$2.27	\$2.31	10/29/2021	\$1.83	\$2.20
9/16/2021	\$2.33	\$2.31	11/1/2021	\$1.93	\$2.19
9/17/2021	\$2.43	\$2.32	11/2/2021	\$2.06	\$2.19
9/20/2021	\$2.32	\$2.32	11/3/2021	\$2.22	\$2.19
9/21/2021	\$2.34	\$2.32			

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

Nominees who purchased or acquired Spectrum common stock during the Class Period for beneficial owners who are Class Members are directed to: (i) request within seven (7) calendar days of receipt of the Postcard Notice sufficient copies of the Postcard Notice from the Claims Administrator to forward to all such beneficial owners; or (ii) send a list of the names and addresses (including email addresses if available) of such beneficial owners to the Claims Administrator within seven (7) calendar days after receipt of the Postcard Notice. If a nominee elects to send the Postcard Notice to beneficial owners, such nominee is directed to email or mail (where an email is unavailable) the Postcard Notice within seven (7) calendar days of receipt of those documents from the Claims Administrator, and upon such emailing or mailing, the nominee shall send a statement to the Claims Administrator confirming that the emailing or mailing was made as directed, and the nominee shall retain the list of names and addresses for use in connection with any possible future notice to the Class. Upon full compliance with these instructions, including the timely emailing or mailing of the Postcard Notice to beneficial owners, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with these instructions by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought and reflecting compliance with these instructions. Reasonable out of-pocket expenses actually incurred in connection with the foregoing includes up to \$0.03 per record for providing names, addresses, and email addresses to the Claims Administrator; up to a maximum of \$0.03 per Postcard Notice mailed by you, plus postage at the rate used by the Claims Administrator; or \$0.03 per Postcard Notice sent by email. Such properly documented expenses incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund. Copies of this Notice may also be obtained by calling toll-free _____, and may be downloaded from the Settlement website, www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

Spectrum Pharmaceuticals Securities Settlement

Claims Administrator

c/o Verita Global

P.O. Box 301171

Los Angeles, CA 90030-1171

DATED: _____

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

EXHIBIT A-2

CAMPBELL & WILLIAMS
J. COLBY WILLIAMS (5549)
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Las Vegas, Nevada 89101
Telephone: 702/382-5222
702/382-0540 (fax)
jcw@cwlawlv.com

Local Counsel for Lead Plaintiff
International Trading Group, Inc.

ROBBINS GELLER RUDMAN
& DOWD LLP
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Lead Counsel for Lead Plaintiff
International Trading Group, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

PROOF OF CLAIM AND RELEASE

EXHIBIT A-2

I. GENERAL INSTRUCTIONS

1. To recover as a Class Member based on the claims in the Litigation,¹ you must complete and, on page ____ hereof, sign this Proof of Claim. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

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

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **ON OR BEFORE _____, 2025**, ADDRESSED AS FOLLOWS:

Spectrum Pharmaceuticals Securities Settlement
Claims Administrator
c/o Verita Global
P.O. Box 301171
Los Angeles, CA 90030-1171
Online Submissions:
www.SpectrumPharmaceuticalsSecuritiesSettlement.com

If you are NOT a Class Member, as defined in the Notice of Pendency and Proposed Settlement of Class Action (“Notice”), DO NOT submit a Proof of Claim.

4. If you are a Class Member and you do not timely request exclusion from the Class, you will be bound by the terms of any judgment entered in the Litigation, including the Releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

5. If you are a Class Member, you will be bound by the terms of any judgments or orders entered in the Litigation **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM**, unless you submit a request for exclusion from the Class. Thus, if you are a Class Member, the Judgment

¹ This Proof of Claim and Release form (“Proof of Claim”) incorporates by reference the definitions in the Stipulation of Settlement dated May 9, 2025 (“Stipulation”), which can be obtained at www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

1 will release the Released Defendant Parties from all Released Plaintiff's Claims, and you will be
2 forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute
3 any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative
4 forum asserting any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

5
6 6. You are eligible to participate in the distribution of the Net Settlement Fund only if
7 you are a Member of the Class and if you complete and return this form as specified below. If you
8 fail to submit a timely, properly addressed, and completed Proof of Claim with the required
9 documentation, your claim may be rejected and you may be precluded from receiving any
10 distribution from the Net Settlement Fund.

11
12 7. Submission of this Proof of Claim does not guarantee that you will share in the
13 proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the
14 Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of
15 allocation approved by the Court.

16 **II. CLAIMANT IDENTIFICATION**

17 You are a Member of the Class if you purchased or otherwise acquired the common stock of
18 Spectrum Pharmaceuticals, Inc. ("Spectrum") between March 7, 2018, and August 5, 2021, inclusive
19 (the "Class Period"), and are not otherwise excluded from the Class.

20 Use Part I of this form entitled "Claimant Identification" to identify each purchaser or
21 acquirer of record ("nominee") of the Spectrum common stock that forms the basis of this claim.
22 THIS PROOF OF CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S)
23 OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR
24 ACQUIRER(S) OF SPECTRUM COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

25 All joint purchasers or acquirers must sign this Proof of Claim. If you purchased or
26 otherwise acquired Spectrum common stock during the Class Period and held the securities in your
27 name, you are the beneficial owner as well as the record owner and you must sign this Proof of
28 Claim to participate in the Settlement. If, however, you purchased or otherwise acquired Spectrum

1 common stock during the Class Period and the shares were registered in the name of a third party,
2 such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party
3 is the record owner. The beneficial owner, not the record owner, must sign this Proof of Claim.

4 Executors, administrators, guardians, conservators, and trustees must complete and sign this
5 Proof of Claim on behalf of Persons represented by them and their authority must accompany this
6 claim and their titles or capacities must be stated. Specifically, they must: (i) expressly state the
7 capacity in which they are acting; (ii) identify the name, account number, last four digits of the
8 Social Security Number (or full taxpayer identification number), address, and telephone number of
9 the beneficial owner of (or other Person or entity on whose behalf they are acting with respect to) the
10 Spectrum common stock; and (iii) furnish herewith evidence of their authority to bind to the Proof of
11 Claim the Person or entity on whose behalf they are acting. (Authority to complete and sign a Proof
12 of Claim cannot be established by stockbrokers demonstrating only that they have discretionary
13 authority to trade stock in another Person's accounts.)

14 The last four digits of the Social Security Number (or full Taxpayer Identification Number)
15 and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide
16 the foregoing information could delay verification of your claim or result in the rejection of the
17 claim.

18 You are required to submit genuine and sufficient documentation for all of your transactions
19 and holdings in the Spectrum common stock set forth in the "Schedule of Transactions" in Part II of
20 this Proof of Claim. Documentation may consist of copies of brokerage confirmation slips or
21 monthly brokerage account statements, or an authorized statement from your broker containing the
22 transactional and holding information found in a broker confirmation slip or account statement. The
23 Settling Parties and the Claims Administrator do not independently have information about your
24 investments in Spectrum common stock. IF SUCH DOCUMENTS ARE NOT IN YOUR
25 POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS
26 DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION
27 MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL
28

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

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

By submitting a signed Proof of Claim, you will be swearing that you: (i) own(ed) the Spectrum common stock you have listed in the Proof of Claim; or (ii) are expressly authorized to act on behalf of the owner thereof.

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

If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after the completion of all claims processing. This could take substantial time. Please be patient.

If you have questions concerning the Proof of Claim, or need additional copies of the Proof of Claim or the Notice, you may contact the Claims Administrator, c/o Verita Global at P.O. Box 301171, Los Angeles, CA 90030-1171 or by email at info@SpectrumPharmaceuticalsSecuritiesSettlement.com, or by toll-free phone at 1-____-____, or you may download the documents from the Settlement website, www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in Spectrum Common Stock" to supply all required details of your transaction(s). If you need more space or additional schedules,

1 attach separate sheets giving all of the required information in substantially the same form. Sign and
 2 print or type your name on each additional sheet.

3 On the schedules, provide all of the requested information with respect to *all* of your
 4 purchases, acquisitions, and sales of Spectrum common stock that took place between March 7, 2018
 5 and November 3, 2021, inclusive, whether such transactions resulted in a profit or a loss.² You must
 6 also provide all of the requested information with respect to the number of shares of Spectrum
 7 common stock you held at the close of trading on March 6, 2018, August 5, 2021, and November 3,
 8 2021. Failure to report all such transactions may result in the rejection of your claim.

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

12 The date of covering a “short sale” is deemed to be the date of purchase or other acquisition
 13 of Spectrum common stock. The date of a “short sale” is deemed to be the date of sale of Spectrum
 14 common stock.

16 COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR
 17 TRANSACTIONS IN SPECTRUM COMMON STOCK SHOULD BE ATTACHED TO YOUR
 18 PROOF OF CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY
 19 VERIFICATION OF YOUR CLAIM OR RESULT IN THE REJECTION OF YOUR CLAIM.
 20 **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN**
 21 **SPECTRUM COMMON STOCK.**

23 PLEASE NOTE: As set forth in the Plan of Allocation contained in the Notice, each
 24 Authorized Claimant shall receive his, her, its, or their *pro rata* share of the Net Settlement Fund. If

26 ² Information requested about your purchases/acquisitions on August 6, 2021 through and
 27 including the close of trading on November 3, 2021 is needed only for the Claims Administrator to
 28 confirm that you have reported all relevant transactions. Purchases/acquisitions during this period
 are not eligible for a recovery because they are outside the Class Period.

1 the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be
2 included in the calculation and no distribution will be made to that Authorized Claimant.

3 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
4 transactions may request, or may be requested, to submit information regarding their transactions in
5 electronic files. This is different from the online submission process that is available at
6 www.SpectrumPharmaceuticalsSecuritiesSettlement.com. All claimants MUST submit a manually
7 signed paper Proof of Claim whether or not they also submit electronic copies. If you have a large
8 number of transactions and wish to file your claim electronically, you must contact the Claims
9 Administrator at edata@veritaglobal.com to obtain the required file layout. Any file not in
10 accordance with the required electronic filing format will be subject to rejection. Only one claim
11 should be submitted for each separate legal entity, and the complete name of the beneficial owner(s)
12 of the securities must be entered where called for. Distribution payments must be made by check or
13 electronic payment payable to the Authorized Claimant (beneficial account owner). The third party
14 filer shall not be the payee of any distribution payment or electronic distribution payment. No
15 electronic files will be considered to have been properly submitted unless the Claims Administrator
16 issues to the claimant a written acknowledgment of receipt and acceptance of electronically
17 submitted data.
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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Luo v. Spectrum Pharmaceuticals, Inc., et al.

No. 2:21-cv-01612-CDS-BNW

PROOF OF CLAIM AND RELEASE**Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:**

_____, 2025

Please Type or Print

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN SPECTRUM COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN THE REJECTION OF YOUR CLAIM.

PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/>		<input type="text"/>
Email Address		
<input type="text"/>		

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART II: SCHEDULE OF TRANSACTIONS IN SPECTRUM COMMON STOCK

A. Number of shares of Spectrum common stock held at the close of trading on March 6, 2018. If none, write "0" or "zero." ____

B. Purchases or other acquisitions of Spectrum common stock between March 7, 2018 and November 3, 2021, inclusive:

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Otherwise Acquired	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

IMPORTANT: If any purchase listed covered a "short sale," please mark Yes: ☐ Yes

C. Sales of Spectrum common stock between March 7, 2018 and November 3, 2021, inclusive:

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

D. Number of shares of Spectrum common stock held at the close of trading on August 5, 2021: ____

Proof of Position Enclosed: ☐ Yes ☐ No

E. Number of shares of Spectrum common stock held at the close of trading on November 3, 2021: ____

Proof of Position Enclosed: ☐ Yes ☐ No

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

**IV. SUBMISSION TO JURISDICTION OF COURT AND
ACKNOWLEDGMENTS**

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

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, release, relinquish, discharge, and dismiss from the Released Plaintiff's Claims each and all of the "Released Defendant Parties," defined as any or all of Defendants and/or any or all of their current, former, or future parents, affiliates, subsidiaries, business units, divisions, or controlling shareholders; and each and all of their and Defendants' respective current, former, or future officers, directors, employees, members, managers, partners, principals, controlling shareholders, agents, advisors, accountants, auditors, insurers, reinsurers, and attorneys; and the predecessors, successors, estates, assigns, assignees, immediate family members, spouses, heirs, executors, trusts, trustees, administrators, agents, legal or personal representatives of each of them, in their capacities as such.

2. "Released Plaintiff's Claims" means all claims and causes of action of every nature and description, whether known or unknown, including Unknown Claims (as defined below), whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or inequity, whether class or individual in nature, whether

1 accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Lead
 2 Plaintiff or any other Class Member has or could have asserted in any court or forum, based on,
 3 arising out of, or in connection with: (i) any purchase or acquisition of Spectrum common stock
 4 during the period between March 7, 2018, and August 5, 2021, inclusive; and (ii) the allegations,
 5 acts, facts, matters, occurrences, transactions, disclosures, filings, representations, statements, or
 6 omissions that were or could have been alleged by Lead Plaintiff or any other Member of the Class
 7 in the Litigation. Released Plaintiff's Claims do not include: (i) any claims related to the
 8 enforcement of the Settlement; (ii) any claims asserted in the actions styled: (a) *Christiansen v.*
 9 *Spectrum Pharmaceuticals, Inc.*, Case No. 1:22-cv-10292-VEC (S.D.N.Y.); (b) *Ayoub v. Spectrum*
 10 *Pharmaceuticals, Inc.*, Case No. 1:24-cv-8138-VEC (S.D.N.Y.); (c) *Changyoung Jung, derivatively*
 11 *on behalf of Spectrum Pharmaceuticals, Inc. and Assertio Holdings, Inc. v. Francois Lebel, et al.*,
 12 Case No. 2024-0821 (Del. Ch.); or (d) *Changyoung Jung, derivatively on behalf of Spectrum*
 13 *Pharmaceuticals, Inc. and Assertio Holdings, Inc. v. Joseph Turgeon, et al.*, Case No. 2024-0822
 14 (Del. Ch.); (iii) any claims arising out of ERISA; or (iv) any claims of any Person who or which
 15 submits a request for exclusion from the Class that is accepted by the Court.
 16
 17

18 3. "Unknown Claims" means: (a) any and all Released Plaintiff's Claims that any of the
 19 Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the
 20 release of such claims; and (b) any and all Released Defendants' Claims that any of the Released
 21 Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of
 22 such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with
 23 respect to this Settlement. With respect to: (a) any and all Released Plaintiff's Claims against the
 24 Released Defendant Parties; and (b) any and all Released Defendants' Claims against the Releasing
 25 Plaintiff Parties, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling
 26 Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall
 27
 28

1 be deemed to have, and by operation of the Judgment shall have expressly waived, any and all
2 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or
3 principle of common law or foreign law, that is similar, comparable, or equivalent to California Civil
4 Code §1542, which provides:

5
6 A general release does not extend to claims that the creditor or releasing party
7 does not know or suspect to exist in his or her favor at the time of executing the
8 release and that, if known by him or her, would have materially affected his or her
9 settlement with the debtor or released party.

10 The Settling Parties shall fully, finally, and forever expressly waive any and all provisions, rights,
11 and benefits conferred by any law of any state or territory of the United States or any other
12 jurisdiction, or principle of common law, which is similar, comparable, or equivalent to California
13 Civil Code §1542. The Releasing Plaintiff Parties and Released Defendant Parties acknowledge that
14 they may hereafter discover facts, legal theories, or authorities in addition to or different from those
15 which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter
16 of the Released Plaintiff's Claims or Released Defendants' Claims, but: (a) the Releasing Plaintiff
17 Parties shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish,
18 and release, and each Releasing Plaintiff Party shall be deemed to have waived, compromised,
19 settled, discharged, extinguished, and released, and upon the Effective Date, and by operation of the
20 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
21 finally, and forever, any and all Released Plaintiff's Claims against the Released Defendant Parties,
22 known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued,
23 whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter
24 exist, upon any theory of law or equity now existing or coming into existence in the future,
25 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a
26 breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such
27 different or additional facts, legal theories, or authorities; and (b) the Released Defendant Parties

1 shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and
2 release, and each Released Defendant Party shall be deemed to have waived, compromised, settled,
3 discharged, extinguished, and released, and upon the Effective Date, and by operation of the
4 Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully,
5 finally, and forever, any and all Released Defendants' Claims against Lead Plaintiff, the Class, and
6 Lead Plaintiff's Counsel, known or unknown, suspected or unsuspected, contingent or non-
7 contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon
8 any theory of law or equity now existing or coming into existence in the future, including, but not
9 limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty,
10 law or rule, without regard to the subsequent discovery or existence of such different or additional
11 facts, legal theories, or authorities. The Settling Parties acknowledge, and the Releasing Plaintiff
12 Parties and Released Defendant Parties shall be deemed by operation of law to have acknowledged,
13 that the foregoing waiver was separately bargained for and is a key element of the Settlement of
14 which this release is a part.

17 4. These Releases shall be of no force or effect unless and until the Court approves the
18 Stipulation and the Settlement becomes effective on the Effective Date.

19 CERTIFICATION

20 By signing and submitting this Proof of Claim, the claimant(s) or the Person(s) who
21 represent(s) the claimant(s) certifies (certify), as follows:

22 1. that I (we) read and understand the contents of the Notice and this Proof of Claim,
23 including the Releases provided for in the Settlement and the terms of the Plan of Allocation;

24 2. that the claimant(s) is a (are) Class Member(s), as defined in the Notice and on page
25 ___ of this Proof of Claim, and is (are) not excluded from the Class by definition or pursuant to
26 request as set forth in the Notice;
27
28

1 3. that I (we) own(ed) the Spectrum common stock identified in the Proof of Claim and
2 have not assigned the claim against the Released Defendant Parties to another, or that, in signing and
3 submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;

4 4. that the claimant(s) has (have) not submitted any other claim covering the same
5 purchases/acquisitions of Spectrum common stock, and knows (know) of no other Person having
6 done so on the claimant's (claimants') behalf;

7 5. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to
8 claimant's (claimants') claim and for purposes of enforcing the Releases set forth herein;

9 6. that I (we) agree to furnish such additional information with respect to this Proof of
10 Claim as Lead Counsel, the Claims Administrator, or the Court may require;

11 7. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and
12 agree(s) to the Court's summary disposition of the determination of the validity and amount of the
13 claim made by means of this Proof of Claim;

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

16 9. that the claimant(s) is (are) NOT subject to backup withholding under the provisions
17 of Section 3406(a)(1)(C) of the Internal Revenue Code because: (i) the claimant(s) is (are) exempt
18 from backup withholding; or (ii) the claimant(s) has (have) not been notified by the IRS that
19 he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends; or
20 (iii) the IRS has notified the claimant(s) that he/she/it is no longer subject to backup withholding. If
21 the IRS has notified the claimant(s) that he, she, or it is subject to backup withholding, please strike
22 out the language in the preceding sentence indicating that the claim is not subject to backup
23 withholding in the certification above.
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1 UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE
2 INFORMATION PROVIDED BY ME (US) ON THIS PROOF OF CLAIM IS TRUE, CORRECT,
3 AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HERewith ARE TRUE
4 AND CORRECT COPIES OF WHAT THEY PURPORT TO BE EXECUTED THIS ____ DAY OF

5 _____ in _____
6 (Month/Year) (City) (State/Country)

7 _____
8 (Sign your name here)

9 _____
10 (Type or print your name here)

11 _____
12 (Capacity of Person(s) signing,
13 e.g., Beneficial Purchaser or Acquirer,
14 Executor or Administrator)

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

Reminder Checklist:

1. Please sign the above release and acknowledgment.
2. Remember to attach copies of supporting documentation.
3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO
LATER THAN _____, 2025, ADDRESSED AS FOLLOWS:**

Spectrum Pharmaceuticals Securities Settlement
Claims Administrator
c/o Verita Global
P.O. Box 301171
Los Angeles, CA 90030-1171
Online Submissions:
www.SpectrumPharmaceuticalsSecuritiesSettlement.com

EXHIBIT A-3

CAMPBELL & WILLIAMS
J. COLBY WILLIAMS (5549)
710 South Seventh Street, Suite A
Las Vegas, Nevada 89101
Telephone: 702/382-5222
702/382-0540 (fax)
jcw@cwlawlv.com

Local Counsel for Lead Plaintiff
International Trading Group, Inc.

ROBBINS GELLER RUDMAN
& DOWD LLP
ELLEN GUSIKOFF STEWART
RYAN A. LLORENS
JEFFREY J. STEIN
JOHN M. KELLEY
SARAH A. FALLON
JESSICA E. ROBERTSON
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)
elleng@rgrdlaw.com
ryanl@rgrdlaw.com
jstein@rgrdlaw.com
jkelley@rgrdlaw.com
sfallon@rgrdlaw.com
jrobertson@rgrdlaw.com

Lead Counsel for Lead Plaintiff
International Trading Group, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

SUMMARY NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS
ACTION

EXHIBIT A-3

1 **TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED**
2 **SPECTRUM PHARMACEUTICALS, INC. (“SPECTRUM”) COMMON STOCK**
3 **BETWEEN MARCH 7, 2018, AND AUGUST 5, 2021, INCLUSIVE (THE “CLASS**
4 **PERIOD”)**

5 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
6 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

7 **YOU ARE HEREBY NOTIFIED**, pursuant to Rule 23 of the Federal Rules of Civil
8 Procedure and an Order of the United States District Court for the District of Nevada (“Court”), that
9 the above-captioned action (“Litigation”) has been certified as a class action, except for certain
10 Persons and entities who are excluded from the Class by definition as set forth in the Stipulation of
11 Settlement dated May 9, 2025 (“Stipulation”) and the detailed Notice of Pendency and Proposed
12 Settlement of Class Action (“Notice”). The Stipulation and Notice can be viewed at
13 www.SpectrumPharmaceuticalsSecuritiesSettlement.com.

14 **YOU ARE ALSO HEREBY NOTIFIED** that International Trading Group, Inc. (“Lead
15 Plaintiff”), and defendants Spectrum, Joseph W. Turgeon, Kurt A. Gustafson, Francois J. Lebel, and
16 Thomas J. Riga (“Defendants”) have reached a proposed settlement of the Litigation on behalf of the
17 Class for \$15.95 million in cash (“Settlement”). If approved by the Court, the Settlement will
18 resolve all claims in the Litigation.

19 **YOU ARE ALSO HEREBY NOTIFIED** that a hearing will be held on _____,
20 2025, at __: __ .m., before the Honorable Cristina D. Silva at the United States District Court,
21 District of Nevada, Lloyd D. George Federal Courthouse, 333 Las Vegas Boulevard South, Las
22 Vegas, NV 89101, to determine whether: (1) the Settlement of the above-captioned Litigation as set
23 forth in the Stipulation for \$15.95 million in cash should be approved by the Court as fair,
24 reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered
25 dismissing the Litigation with prejudice; (3) to award Lead Plaintiff’s Counsel attorneys’ fees and
26 expenses out of the Settlement Fund (as defined in the Notice) and, if so, in what amounts; (4) to
27 award Lead Plaintiff its costs and expenses in representing the Class out of the Settlement Fund and,
28 if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair,
reasonable, and adequate.

1 The Court may decide to change the date and/or time of the Settlement Hearing, conduct the
 2 hearing by video or telephonic conference, or otherwise allow Class Members to appear at the
 3 hearing by telephone or videoconference, without further written notice to the Class. It is important
 4 that you check the Settlement website, www.SpectrumPharmaceuticalsSecuritiesSettlement.com,
 5 before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement
 6 Hearing, including any changes to the date or time of the hearing or updates regarding in-person or
 7 telephonic appearances at the hearing, will be posted to the Settlement website. Also, if the Court
 8 requires or allows Class Members to participate in the hearing by telephone or videoconference, the
 9 access information will be posted to the website.

10 IF YOU PURCHASED OR OTHERWISE ACQUIRED SPECTRUM COMMON STOCK
 11 BETWEEN MARCH 7, 2018, AND AUGUST 5, 2021, INCLUSIVE, YOUR RIGHTS ARE
 12 AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.

13 To share in the distribution of the Net Settlement Fund, you must establish your rights by
 14 submitting a Proof of Claim and Release form (“Proof of Claim”) by mail (**postmarked no later**
 15 **than _____, 2025**) or electronically via the Settlement website (**no later than _____,**
 16 **2025**). Failure to submit your Proof of Claim by _____, 2025, will subject your claim to rejection
 17 and preclude you from receiving any of the recovery in connection with the Settlement of this
 18 Litigation. If you are a Class Member and do not request exclusion from the Class (as described
 19 below), you will be bound by the Settlement and any judgment and release entered in the Litigation,
 20 including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.

21 The Notice, which more completely describes the Settlement and your rights thereunder
 22 (including your right to object to the Settlement), the Proof of Claim, the Stipulation (which, among
 23 other things, contains definitions for the capitalized terms used in this Summary Notice), and other
 24 important documents, may be accessed online at
 25 www.SpectrumPharmaceuticalsSecuritiesSettlement.com, or by writing to:

26 *Spectrum Pharmaceuticals Securities Settlement*
 27 Claims Administrator
 28 c/o Verita Global
 P.O. Box 301171
 Los Angeles, CA 90030-1171

1 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

2 Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Lead
3 Counsel:

4 ROBBINS GELLER RUDMAN & DOWD LLP
5 Ellen Gusikoff Stewart
6 655 West Broadway, Suite 1900
7 San Diego, CA 92101
8 Telephone: 800/449-4900
9 settlementinfo@rgrdlaw.com

10 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A
11 REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY _____, 2025,**
12 IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. IF YOU PROPERLY
13 EXCLUDE YOURSELF FROM THE CLASS, YOU WILL NOT BE BOUND BY ANY
14 RELEASES, JUDGMENTS, OR ORDERS ENTERED BY THE COURT IN THE LITIGATION
15 AND YOU WILL NOT RECEIVE ANY BENEFITS FROM THE SETTLEMENT. EXCLUDING
16 YOURSELF FROM THE CLASS IS THE ONLY OPTION THAT MAY ALLOW YOU TO BE
17 PART OF ANY OTHER CURRENT OR FUTURE LAWSUIT AGAINST DEFENDANTS
18 CONCERNING THE CLAIMS BEING RESOLVED BY THE SETTLEMENT.

19 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
20 SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY LEAD COUNSEL FOR AN
21 AWARD OF ATTORNEYS' FEES NOT TO EXCEED 30% OF THE \$15.95 MILLION
22 SETTLEMENT AMOUNT AND EXPENSES NOT TO EXCEED \$200,000, PLUS INTEREST ON
23 BOTH AMOUNTS, AND/OR THE REQUEST FOR AN AWARD TO LEAD PLAINTIFF
24 PURSUANT TO 15 U.S.C. §78u-4(a)(4). ANY OBJECTIONS MUST BE FILED WITH THE
25 COURT AND SENT TO LEAD COUNSEL AND DEFENDANTS' COUNSEL **BY**
26 _____, **2025,** IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

27 DATED:

28

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

EXHIBIT A-4

LEGAL NOTICE

Luo v. Spectrum Pharmaceuticals, Inc., et al.,

No. 2:21-cv-01612-CDS-BNW

c/o Verita Global

P.O. Box 301171

Los Angeles, CA 90030-1171

www.SpectrumPharmaceuticalsSecuritiesSettlement.com

Court-Ordered Legal Notice
(Forwarding Service Requested)

This notice contains important information about a securities class action settlement.

You may be entitled to a payment. This notice may affect your legal rights.

Please read this notice carefully.

[INCLUDE BARCODE FOR WEBSITE]

THIS POSTCARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.
VISIT WWW.SPECTRUMPHARMACEUTICALSSECURITIESSETTLEMENT.COM OR CALL 1-____-____-____ FOR MORE
INFORMATION.

If you purchased or otherwise acquired Spectrum Pharmaceuticals, Inc. (“Spectrum”) common stock between March 7, 2018, and August 5, 2021, inclusive, you could be entitled to a payment from a proposed settlement (“Settlement”) reached in the above-captioned action (“Litigation”). Your rights may be affected by this Litigation and the Settlement. A hearing will be held on _____, 2025, at ____:____.m., at the United States District Court, District of Nevada, Lloyd D. George Federal Courthouse, 333 Las Vegas Boulevard South, Las Vegas, NV 89101 (“Settlement Hearing”), before the Honorable Cristina D. Silva, to determine whether the proposed Settlement of the Litigation against Defendants Spectrum, Joseph W. Turgeon, Kurt A. Gustafson, Francois J. Lebel, and Thomas J. Riga for \$15.95 million in cash and the Plan of Allocation should be approved as fair, reasonable, and adequate; whether the Litigation should be dismissed with prejudice against Defendants, as set forth in the Stipulation of Settlement (“Stipulation”) filed with the Court; and whether Lead Counsel’s application for an award of attorneys’ fees of up to 30% of the Settlement Amount, and expenses not to exceed \$200,000, plus interest on both amounts, and an award to Lead Plaintiff, should be granted.

If approved, the Settlement will resolve a putative class action lawsuit alleging that, in violation of the U.S. federal securities laws, the Defendants misled investors by making materially false and misleading statements and failing to disclose material information, which caused Spectrum’s stock to trade at artificially inflated prices until the nature of the alleged wrongdoing was revealed, causing Spectrum’s stock price to fall. Defendants deny the allegations and any liability or wrongdoing of any kind. For a full description of the proposed Settlement and your rights, and to make a claim, you may obtain the Stipulation, long-form Notice of Pendency and Proposed Settlement of Class Action (“Notice”), and the Proof of Claim and Release form (“Claim Form”) by visiting the website: www.SpectrumPharmaceuticalsSecuritiesSettlement.com (“Website”) or you may request copies of the documents from the Claims Administrator by: (i) mail: *Spectrum Pharmaceuticals Securities Settlement*, c/o Verita Global, P.O. Box 301171, Los Angeles, CA 90030-1171, or (ii) toll-free call: 1-____-____-____.

To qualify for a payment from the Settlement, you must submit a valid Claim Form, with supporting documentation, postmarked or submitted online no later than _____, 2025. Your *pro rata* share of the Settlement will depend on the number of valid claims, and the number, size, and timing of your transactions in Spectrum common stock. The estimated average distribution per share of Spectrum common stock is approximately \$0.06, before deducting any Court-approved fees and expenses. Your actual share of the Settlement will be determined pursuant to the proposed Plan of Allocation set forth in the Notice, or other plan approved by the Court.

You will be bound by any judgment or order entered in the Litigation, regardless of whether you submit a Claim Form, unless you exclude yourself from the Class. If you exclude yourself from the Class, you cannot get money from this Settlement. If you are a Class Member and do

not exclude yourself from the Class, you may object to the proposed Settlement, Plan of Allocation, and/or request for award of attorneys' fees and expenses and award to Lead Plaintiff no later than _____, 2025. The long-form Notice and the Website explain how to exclude yourself from the Class or how to object.

Lead Plaintiff and the Class are represented by Lead Counsel: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 800-449-4900, settlementinfo@rgrdlaw.com. You may, but do not have to, attend the Settlement Hearing to be heard. The Court reserves the right to hold the Settlement Hearing telephonically or by other virtual means and/or change its date and/or time. Please check the Website for updates.

EXHIBIT B

CAMPBELL & WILLIAMS
J. COLBY WILLIAMS (5549)
710 South Seventh Street, Suite A
Las Vegas, Nevada 89101
Telephone: 702/382-5222
702/382-0540 (fax)
jcw@cwlawlv.com

Local Counsel for Lead Plaintiff
International Trading Group, Inc.

ROBBINS GELLER RUDMAN
& DOWD LLP
ELLEN GUSIKOFF STEWART
RYAN A. LLORENS
JEFFREY J. STEIN
JOHN M. KELLEY
SARAH A. FALLON
JESSICA E. ROBERTSON
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619/231-1058
619/231-7423 (fax)
elleng@rgrdlaw.com
ryanl@rgrdlaw.com
jstein@rgrdlaw.com
jkelley@rgrdlaw.com
sfallon@rgrdlaw.com
jrobertson@rgrdlaw.com

Lead Counsel for Lead Plaintiff
International Trading Group, Inc.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOSE CHUNG LUO, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

SPECTRUM PHARMACEUTICALS, INC., et
al.,

Defendants.

No. 2:21-cv-01612-CDS-BNW

CLASS ACTION

[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH PREJUDICE

EXHIBIT B

1 This matter came before the Court pursuant to the Order Preliminarily Approving Settlement
2 and Providing for Notice (“Preliminary Approval Order”) dated _____, 2025, on the
3 application of Lead Plaintiff International Trading Group, Inc. for approval of the Settlement set
4 forth in the Stipulation of Settlement dated May 9, 2025 (the “Stipulation”). Due and adequate
5 notice having been given to the Class as required in said Preliminary Approval Order, and the Court
6 having considered all papers filed and proceedings had herein and otherwise being fully informed in
7 the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND
8 DECREED that:

9 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
10 capitalized terms used herein shall have the same meanings as set forth in the Stipulation, unless
11 otherwise set forth herein.

12 2. This Court has jurisdiction over the subject matter of the Litigation and over all
13 parties to the Litigation, including all Members of the Class.

14 3. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court
15 hereby affirms its determination in the Preliminary Approval Order and finally certifies, for purposes
16 of this Settlement only, this Litigation as a class action on behalf of all Persons who purchased or
17 otherwise acquired Spectrum Pharmaceuticals, Inc. (“Spectrum”) common stock between March 7,
18 2018, and August 5, 2021, inclusive. Excluded from the Class are: (i) Defendants and members of
19 the Individual Defendants’ immediate families; (ii) the officers and directors of Spectrum during the
20 Class Period, and members of their immediate families; (iii) the legal representatives, heirs,
21 successors, or assigns of any of the foregoing; and (iv) any entity in which any Defendant has or had
22 a controlling interest. Also excluded from the Class is any Person who properly excluded himself,
23 herself, itself, or themselves from the Class by submitting a valid and timely request for exclusion, as
24 identified in Exhibit 1 hereto. To the extent any Spectrum employee benefit plan receives a
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1 distribution from the Net Settlement Fund, no portion shall be allocated to any Person who is
2 excluded from the Class by definition.

3 4. The Court finds that for purposes of the Settlement only: (a) Class Members are so
4 numerous that joinder of all Class Members in the Class is impracticable; (b) there are questions of
5 law and fact common to the Class which predominate over any individual question; (c) the claims of
6 Lead Plaintiff are typical of the claims of the Class; (d) Lead Plaintiff and its counsel have fairly and
7 adequately represented and protected the Class Members; and (e) a class action is superior to other
8 available methods for the fair and efficient adjudication of the controversy, considering: (i) the
9 interests of the Class Members in individually controlling the prosecution with separate actions;
10 (ii) the extent and nature of any litigation concerning the controversy already commenced by Class
11 Members; (iii) the desirability or undesirability of concentrating the litigation of these claims in this
12 particular forum; and (iv) the difficulties likely to be encountered in the management of the class
13 action.
14

15
16 5. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the
17 Settlement set forth in the Stipulation and finds that:

18 (a) said Stipulation and the Settlement contained therein are, in all respects, fair,
19 reasonable, and adequate and in the best interest of the Class;

20 (b) there was no collusion in connection with the Stipulation;

21 (c) the Stipulation was the product of informed, arm's-length negotiations among
22 competent, able counsel; and
23

24 (d) the record is sufficiently developed and complete to have enabled Lead
25 Plaintiff and Defendants to have adequately evaluated and considered their respective positions.

26 6. Accordingly, the Court authorizes and directs implementation and performance of all
27 the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to
28

1 any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and
2 timely requested exclusion from the Class, the Court hereby dismisses the Litigation and all claims
3 asserted therein with prejudice. The Settling Parties are to bear their own costs, except as and to the
4 extent provided in the Stipulation and herein.

5
6 7. The terms of the Stipulation and of this Judgment shall be forever binding on the
7 Released Defendant Parties, Lead Plaintiff, and all other Class Members (regardless of whether or
8 not any individual Class Member submits a Proof of Claim or seeks or obtains a distribution from
9 the Net Settlement Fund), as well as their respective successors and assigns.

10 8. Upon the Effective Date, and as provided in the Stipulation, Lead Plaintiff shall have,
11 and each and every Releasing Plaintiff Party shall be deemed to have, and by operation of this
12 Judgment shall have, fully, finally, and forever waived, released, resolved, compromised, settled,
13 relinquished, discharged, and dismissed each and every one of the Released Plaintiff's Claims
14 (including Unknown Claims) against each and every one of the Released Defendant Parties, whether
15 or not such Class Member executes and delivers the Proof of Claim or shares in the Net Settlement
16 Fund. Claims to enforce the terms of the Stipulation are not released.

17
18 9. Upon the Effective Date, and as provided in the Stipulation, the Releasing Plaintiff
19 Parties will be forever barred and enjoined from commencing, instituting, maintaining, prosecuting,
20 or continuing to prosecute any action or other proceeding in any forum (including, but not limited to,
21 any state or federal court of law or equity, arbitration tribunal, or administrative forum), asserting
22 any of the Released Plaintiff's Claims against any of the Released Defendant Parties.

23
24 10. Upon the Effective Date, the Releasing Plaintiff Parties shall be deemed to have
25 covenanted not to sue any Released Defendant Parties on the basis of any Releasing Plaintiff's
26 Claims or, unless compelled by operation of law, to assist any person in commencing or maintaining
27 any suit relating to any Released Plaintiff's Claim against any Released Defendant Parties. The
28

1 foregoing release is given regardless of whether Lead Plaintiff or any Class Member: (i) executed
2 and delivered a Proof of Claim; (ii) received the Notice; (iii) participated in the Settlement Fund;(iv)
3 filed an objection to the Settlement, the proposed Plan of Allocation, or any application by Lead
4 Plaintiff's Counsel for attorneys' fees and expenses; or (v) had their claims approved or allowed.
5 Nothing contained herein shall bar any action or claim to enforce the terms of the Stipulation or this
6 Judgment.
7

8 11. Upon the Effective Date, and as provided in the Stipulation, each of the Released
9 Defendant Parties shall be deemed to have, and by operation of this Judgment shall have, fully,
10 finally, and forever released, resolved, compromised, settled, relinquished, and discharged all
11 Released Defendants' Claims (including Unknown Claims) against the Releasing Plaintiff Parties.
12 Claims to enforce the terms of the Stipulation or this Judgment are not released.
13

14 12. The Court finds and concludes that the Settling Parties and their respective counsel
15 have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil
16 Procedure in connection with the institution, prosecution, defense, and settlement of the Litigation.

17 13. Neither this Judgment nor the Stipulation (whether or not consummated), including
18 the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that
19 may be approved by the Court), the negotiations leading to the execution of the Stipulation, nor any
20 proceedings taken pursuant to or in connection with the Stipulation, and/or approval of the
21 Settlement (including any arguments proffered in connection therewith) shall be offered against the
22 Released Defendant Parties or the Releasing Plaintiff Parties as evidence of, or construed as, or
23 deemed to be evidence of any presumption, concession, or admission by any of the parties as to the
24 truth of any facts alleged, validity, merit, or deficiency of any claim or defense that was or could
25 have been asserted in this Litigation, that damages recoverable under the Amended Complaint would
26 not have exceeded the Settlement Amount, or with respect to any liability, fault, or wrongdoing of
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1 any kind, or in any way referred to for any other reason as against any of the parties, in any civil,
2 criminal or administrative action or proceeding, other than such proceedings as may be necessary to
3 effectuate the provisions of the Stipulation.

4 14. The notice of the pendency and proposed Settlement of the Litigation given to the
5 Class was the best notice practicable under the circumstances, including the individual notice to all
6 Members of the Class who could be identified through reasonable effort. Said notice provided the
7 best notice practicable under the circumstances of those proceedings and of the matters set forth
8 therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such
9 notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the
10 requirements of due process. No Class Member is relieved from the terms of the Settlement,
11 including the Releases provided for therein, based upon the contention or proof that such Class
12 Member failed to receive actual or adequate notice. A full opportunity has been offered to Class
13 Members to object to the proposed Settlement and to participate in the hearing thereon. The Court
14 further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully
15 discharged and that the statutory waiting period has elapsed. Thus, the Court hereby determines that
16 all Class Members are bound by this Judgment.

17
18
19 15. The Escrow Agent shall maintain the Settlement Fund in accordance with the
20 requirements set forth in the Stipulation. No Released Defendant Party shall have any liability,
21 obligation, or responsibility whatsoever for the administration of the Settlement or disbursement of
22 the Net Settlement Fund.

23
24 16. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding
25 any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall
26 be considered separate from this Judgment.

1 17. Neither the Stipulation nor the Settlement contained therein, nor any act performed or
2 document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is, or may
3 be deemed to be, or may be used as an admission of, or evidence of, the validity of any Released
4 Plaintiff's Claim, or of any wrongdoing or liability of the Defendants or Defendants' Released
5 Persons; (b) is, or shall be deemed to be, or shall be used as an admission of any fault or omission of
6 any Released Defendant Party in any statement, release, or written documents issued, filed, or made;
7 or (c) is, or may be deemed to be, or may be used as an admission of, or evidence of, any fault or
8 omission of any of the Defendants or Defendants' Released Persons in any civil, criminal, or
9 administrative proceeding in any court, administrative agency, or other tribunal. Released Defendant
10 Parties may file the Stipulation and/or this Judgment from this Litigation in any other action that
11 may be brought against them in order to support a defense or counterclaim based on principles of *res*
12 *judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory
13 of claim preclusion or issue preclusion or similar defense or counterclaim.
14

15 18. Without affecting the finality of this Judgment in any way, this Court hereby retains
16 continuing jurisdiction over: (a) implementation of this Settlement and any award or distribution of
17 the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund;
18 (c) hearing and determining applications for attorneys' fees, expenses, and interest in the Litigation;
19 and (d) hearing and determining applications for approval of the Plan of Allocation; and (e) all
20 parties herein for the purpose of construing, enforcing, and administering the Stipulation.
21

22 19. Separate orders shall be entered regarding approval of a plan of allocation and the
23 motion of Lead Counsel for an award of attorneys' fees and litigation expenses. Such orders shall in
24 no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of
25 the Settlement.
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1 20. The Court's orders entered during the course of the Litigation relating to the
2 confidentiality of information shall survive this Settlement.

3 21. In the event that the Settlement does not become effective in accordance with the
4 terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement
5 Fund, or any portion thereof, is returned to Defendants or their insurers, then this Judgment shall be
6 rendered null and void to the extent provided by and in accordance with the Stipulation and shall be
7 vacated and, in such event, all orders entered and Releases delivered in connection herewith shall be
8 null and void to the extent provided by and in accordance with the Stipulation, and the Settling
9 Parties shall revert to their respective positions in the Litigation as of March 26, 2025, as provided in
10 the Stipulation.
11

12 22. Without further order of the Court, the Settling Parties may agree to reasonable
13 extensions of time to carry out any of the provisions of the Stipulation.
14

15 23. The Court directs immediate entry of this Judgment by the Clerk of the Court.

16 IT IS SO ORDERED.

17 DATED: _____

THE HONORABLE CRISTINA D. SILVA
UNITED STATES DISTRICT JUDGE

Exhibit 1

List of Persons Excluded from the Class Pursuant to Request

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