

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

ADAM S. LEVY on behalf of himself and all others similarly situated,

Plaintiff,

v.

THOMAS GUTIERREZ, RICHARD J. GAYNOR, RAJA BAL, J.
MICHAL CONAWAY, KATHLEEN A. COTE, ERNEST L. GODSHALK,
MATTHEW E. MASSENGILL, MARY PETROVICH, ROBERT E.
SWITZ, NOEL G. WATSON, THOMAS WROE, JR., MORGAN
STANLEY & CO. LLC, GOLDMAN, SACHS & CO., CANACCORD
GENUITY INC., AND APPLE INC.,

Defendants.

No. 1:14-cv-00443-JL

ECF CASE

NOTICE OF (I) CERTIFICATION OF CLASS; (II) PROPOSED SETTLEMENT WITH APPLE INC.; (III) MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES; AND (IV) SETTLEMENT FAIRNESS HEARING

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF SETTLEMENT: Please be advised that the Court-appointed Lead Plaintiff Douglas Kurz ("Lead Plaintiff") and plaintiff Palisade Strategic Master Fund (Cayman) Limited (the "Securities Act Plaintiff" and, collectively with Lead Plaintiff, "Plaintiffs" or the "Class Representatives"), on behalf of themselves and the Court-certified Class (as defined in ¶ 34 below and also referred to as the "Apple Class"), have reached a proposed settlement with defendant Apple Inc. ("Apple") for \$3,500,000 in cash (the "Settlement" or "Apple Settlement"). The currently proposed Settlement is in addition to two other partial settlements with other non-Apple defendants previously approved by the Court, resulting in an aggregate recovery of \$40,200,000 in cash.¹ The Apple Settlement, if approved, will resolve all claims in the above-captioned securities class action (the "Action") pending in the United States District Court for the District of New Hampshire (the "Court") against Apple. The claims asserted against Apple are the only remaining claims in this Action and, thus, if the Apple Settlement is approved, the Action will be completely resolved.

NOTICE OF CERTIFICATION OF CLASS: Please also be advised that the Action has been certified by the Court to proceed as a class action with respect to the claims asserted against Apple. Your rights may be affected if, during the period from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive (the "Class Period"), you purchased or otherwise acquired publicly traded GT Advanced Technologies Inc. ("GTAT") common stock ("GTAT Common Stock") and/or publicly traded GTAT 3.00% Convertible Senior Notes Due 2020 ("GTAT Senior Notes"), purchased or otherwise acquired publicly traded call options on GTAT common stock ("GTAT Call Options"), and/or sold (wrote) publicly traded put options on GTAT common stock ("GTAT Put Options," and together with GTAT Common Stock, GTAT Senior Notes, and GTAT Call Options, "GTAT Securities"), and were damaged thereby.²

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of cash from the proposed Settlement. If you are a member of the Apple Class,³ your legal rights will be affected whether or not you act.

If you have any questions about this Notice, the proposed Apple Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, GTAT, Apple, any other Defendant, or their counsel. All questions should be directed to Class Counsel or the Claims Administrator (see ¶ 71 below).

¹ Those earlier achieved settlements were: (i) the settlement with defendants Thomas Gutierrez, Richard Gaynor, Kanwardev Raja Singh Bal, Hoil Kim, Daniel W. Squiller, J. Michal Conaway, Kathleen A. Cote, Ernest L. Godshalk, Matthew E. Massengill, Mary Petrovich, Robert E. Switz, Noel G. Watson, and Thomas Wroe, Jr. (collectively, the "GTAT Individual Defendants"), on behalf of the Individual Defendant Settlement Class, for \$27,000,000 in cash (the "Individual Defendant Settlement"); and (ii) the settlement with defendants Morgan Stanley & Co. LLC, Goldman, Sachs & Co. LLC (f/k/a Goldman Sachs & Co.), and Canaccord Genuity Inc. (collectively, the "Underwriter Defendants"), on behalf of the Underwriter Defendant Settlement Class, for \$9,700,000 in cash (the "Underwriter Defendant Settlement," and together with the Individual Defendant Settlement, the "Earlier Settlements"). The Earlier Settlements were approved by the Court on July 27, 2018. Notice of the Earlier Settlements was disseminated to potential members of the respective settlement classes beginning in March 2018.

² Any capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement with Defendant Apple Inc. dated January 10, 2020 (the "Stipulation" or "Apple Stipulation"), which is available at www.GTATSecuritiesLitigation.com.

³ Members of the Apple Class are referred to as "Apple Class Members" or "Class Members."

1. **Description of the Action and the Class:** This Notice relates to an additional proposed Settlement in a pending securities class action brought by investors alleging that Defendants violated the federal securities laws by, among other things, making false and misleading statements regarding GTAT or were statutorily liable for false and misleading statements in GTAT's offering materials for GTAT's secondary public offering of common stock and initial public offering of GTAT Senior Notes in December 2013 (respectively, "Common Stock Secondary Offering" and "Senior Notes Offering"). Apple and its employees were not alleged to have made any false or misleading statements; rather, they were alleged to have been statutorily liable for certain of GTAT's alleged misstatements. A more detailed description of the Action and the claims asserted against Apple is set forth in ¶¶ 11-33 below. The Apple Settlement, if approved by the Court, will settle all of the remaining claims of the Class in the Action, which are the claims asserted against Apple.

2. **Statement of the Class's Recovery:** Subject to Court approval, the Class Representatives, on behalf of themselves and the other Class Members, have agreed to settle with Apple in exchange for a payment of \$3,500,000 in cash (the "Settlement Amount" or "Apple Settlement Amount"), to be deposited into an escrow account for the benefit of the Class. The "Net Settlement Fund" or "Net Apple Settlement Fund" (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund" or "Apple Settlement Fund") less (i) any Taxes, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses awarded by the Court, and (iv) any attorneys' fees awarded by the Court) will be distributed to Class Members.

3. **Estimate of Average Amount of Recovery Per Share, Note, or Option:** Lead Plaintiff's damages expert estimates that the conduct at issue in the Action affected approximately 153,104,782 shares of GTAT Common Stock, approximately 219,474 GTAT Senior Notes, and approximately 101,793,200 GTAT Call Options purchased, and approximately 81,674,600 GTAT Put Options sold (written), during the Class Period.⁴ Assuming the Settlement is approved, if all eligible Class Members elect to participate in the Settlement, the estimated average recovery from the Settlement (before the deduction of the amounts set forth in ¶ 2 above) would be: (i) approximately \$0.02 per affected share of GTAT Common Stock; (ii) approximately \$1.35 per each affected \$1,000 GTAT Senior Note; (iii) approximately \$0.001 per affected GTAT Call Option; and (iv) approximately \$0.005 per affected GTAT Put Option. Class Members should note, however, that the foregoing average recovery per share, note, or option is only an estimate. Some Class Members may recover more or less than these estimated amounts depending on, among other factors, which GTAT Securities they purchased/acquired or sold, when and at what prices they purchased/acquired or sold their GTAT Securities, and the total number of valid Claim Forms submitted. Distributions to eligible Class Members will be made based on the Plan of Allocation previously approved by the Court as discussed in ¶ 49 below.

4. **Statement of Potential Outcome of Case and Potential Damages:** The Settling Parties do not agree on the average amount of damages per share, note, or option that would be recoverable if the Class Representatives were to prevail on the claims asserted in the Action against Apple. Among other things, Apple does not agree with the Class Representatives' assertions that: (i) they violated the federal securities laws; (ii) that the GTAT Individual Defendants made false or misleading statements; (iii) that the GTAT Individual Defendants made any allegedly false or misleading statements with the requisite state of mind; (iv) that Apple exerted control over GTAT or the GTAT Individual Defendants as required by the federal securities laws; or (v) damages were suffered by Class Members as a result of their alleged conduct.

5. **Attorneys' Fees and Expenses:** In connection with the Settlement, Court-appointed Lead Counsel, Bernstein Litowitz Berger & Grossmann LLP ("Lead Counsel" or "Class Counsel"), will apply to the Court for an award of attorneys' fees on behalf of all Plaintiffs' Counsel in the amount of 20% of the Apple Settlement Fund. In addition, Lead Counsel will apply for reimbursement of Litigation Expenses which were incurred in the Action and which were not applied for in connection with the Earlier Settlements in an amount not to exceed \$800,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by the Class Representatives directly related to their representation of the Class. Any fees and expenses awarded by the Court will be paid from the Apple Settlement Fund. Class Members are not personally liable for any such fees or expenses. If the Court approves Lead Counsel's fee and expense application, the average cost per share, note, or option for attorneys' fees and Litigation Expenses would be: (i) approximately \$0.0075 per affected share of GTAT Common Stock; (ii) approximately \$0.58 per each affected \$1,000 GTAT Senior Note; (iii) approximately \$0.0005 per affected GTAT Call Option; and (iv) approximately \$0.002 per affected GTAT Put Option.

6. **Identification of Attorneys' Representative:** The Class Representatives and the Class are represented by Lauren A. Ormsbee, Esq., of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, NY 10020, 1-800-380-8496, settlements@blbglaw.com.

7. **Reasons for the Settlement:** The Class Representatives' principal reason for entering into the Settlement is the immediate cash benefit for the Class without the risk or the delays inherent in further litigation of the remaining claims against Apple following resolution of the Earlier Settlements. Moreover, the cash benefit provided under the proposed Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – against Apple might be achieved after further contested motions, a trial of the Action, and likely appeals that would follow a trial, a process that could be expected to last several years. Apple denies all allegations of wrongdoing or liability whatsoever and is entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further protracted litigation.

⁴ All options-related amounts in this paragraph are per share of the underlying security (*i.e.*, 1/100 of a contract).

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT

<p>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN JUNE 29, 2020, IF YOU HAVE NOT ALREADY SUBMITTED ONE</p>	<p><u>If you previously submitted a valid Claim Form and are eligible to participate in the Earlier Settlements, you do not need to take further action to be eligible to participate in the Apple Settlement.</u> If you have NOT previously submitted a valid Claim Form, in order to be eligible to share in the proceeds of the Apple Settlement, you must submit one, postmarked no later than June 29, 2020. This is the only way to be eligible to receive a payment from the proceeds of the Apple Settlement. You can obtain a copy of the Claim Form at www.GTATSecuritiesLitigation.com, by calling 1-866-562-8790, or emailing info@GTATSecuritiesLitigation.com.</p> <p>If you are a Class Member and you remain in the Class, you will be bound by the Apple Settlement as approved by the Court and you will give up any Released Plaintiffs' Claims (defined in ¶ 42 below) that you have against Apple and the other Apple Releasees (defined in ¶ 43 below), so it is in your interest to submit a Claim Form if you have not already submitted one.</p>
<p>EXCLUDE YOURSELF FROM THE APPLE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN MAY 25, 2020.</p>	<p>If you request to be excluded from the Apple Class, you will not be eligible to receive any payment from the Apple Settlement Fund. Requesting exclusion is the only option that allows you ever to be part of any other lawsuit against Apple or any of the Apple Releasees concerning the Released Plaintiffs' Claims.</p>
<p>OBJECT TO THE APPLE SETTLEMENT OR THE REQUEST FOR ATTORNEYS' FEES AND EXPENSES BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN MAY 25, 2020.</p>	<p>If you do not like the proposed Apple Settlement or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Apple Settlement unless you are a Class Member and do not exclude yourself from the Class.</p>
<p>PARTICIPATE IN A HEARING ON JUNE 15, 2020 AT 10:00 A.M. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN MAY 25, 2020.</p>	<p>Filing a written objection and notice of intention to appear by May 25, 2020 allows you to speak in Court, at the discretion of the Court, about the fairness of the Apple Settlement and/or the request for attorneys' fees and Litigation Expenses if you are a Class Member. If you submit a written objection, you may (but you do not have to) participate in the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>
<p>DO NOTHING.</p>	<p>If you are a Class Member and have not already submitted a valid Claim Form or do not submit a valid Claim Form in connection with the Apple Settlement, you will not be eligible to receive any payment from the Apple Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims against Apple that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action with respect to the Apple Settlement.</p>

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WHY DID I GET THIS NOTICE?

8. The Court directed that this Notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or otherwise acquired GTAT Common Stock, GTAT Senior Notes, and/or GTAT Call Options, and/or sold (wrote) GTAT Put Options, during the Class Period. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement and to understand how this class action lawsuit may generally affect your legal rights.

9. The purpose of this Notice is to inform you of the existence of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Class if you wish to so do. It is also being sent to inform you of the terms of the proposed Settlement and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement and the motion by Class Counsel for an award of attorneys' fees and Litigation Expenses (the "Settlement Fairness Hearing"). See ¶¶ 58-59 below for details about the Settlement Fairness Hearing, including the date and location of the hearing.

10. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the proposed Settlement.

WHAT IS THIS CASE ABOUT?

11. This is a securities class action brought against certain of the executive officers and directors (the "GTAT Individual Defendants") of technology company GT Advanced Technologies Inc. ("GTAT" or the "Company"); the underwriters of the Company's public offering of 3.00% Convertible Senior Notes Due 2020 (the "Senior Notes Offering") and its secondary public offering of common stock (the "Common Stock Secondary Offering"), both conducted on or about December 4, 2013; and against Apple. The Action alleges, among other things, that during the Class Period and/or in the offering materials for the Offerings, the GTAT Individual Defendants misled investors about the true nature, progress, and success of GTAT's joint venture agreement with Apple for the production of sapphire material. The Action further alleges, in connection with Apple, that Apple is liable, in whole or in part, for GTAT's alleged misrepresentations to investors under the "control person" provisions of the federal securities laws. The Action further alleges that GTAT investors suffered economic harm when the truth about the Apple agreement was revealed upon the Company's filing for Chapter 11 bankruptcy protection on October 6, 2014.⁵

12. This litigation was commenced on or about October 9, 2014, with the filing of multiple putative securities class action complaints in the United States District Court for the District of New Hampshire (the "Court"). By Order dated February 4, 2015, the Court consolidated the related actions into the above-captioned Action.

13. Pursuant to the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1 and 78u-4, as amended (the "PSLRA"), notice to the public was issued setting forth the deadline by which putative class members could move the Court to be appointed to act as lead plaintiff. On May 20, 2015, the Court entered an Order appointing Douglas Kurz as Lead Plaintiff in the Action, and approving Lead Plaintiff's selection of Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel and Orr & Reno as Local Counsel.

14. On July 20, 2015, Lead Plaintiff filed and served the Consolidated Class Action Complaint (the "Complaint"), which included Vance K. Opperman ("Opperman"), the Securities Act Plaintiff, and Highmark Limited, in respect of its Segregated Account Highmark Fixed Income 2 ("Highmark Limited") as additional named plaintiffs. The Complaint asserted (i) claims under § 10(b) of the Securities Exchange Act of 1934 (the "Exchange Act"), and Rule 10b-5 promulgated thereunder, against Defendants Kanwardev Raja Singh Bal ("Bal"), Richard Gaynor ("Gaynor"), Thomas Gutierrez ("Gutierrez"), Hoil Kim ("Kim"), and Apple; (ii) claims under § 20(a) of the Exchange Act against Defendants Bal, Gaynor, Gutierrez, Kim, Daniel W. Squiller ("Squiller"), and Apple; (iii) claims under § 11 of the Securities Act of 1933 (the "Securities Act") against Defendants Gaynor, Bal, Gutierrez, J. Michal Conaway ("Conaway"), Kathleen A. Cote ("Cote"), Ernest L. Godshalk ("Godshalk"), Matthew E. Massengill ("Massengill"), Mary Petrovich ("Petrovich"), Robert E. Switz ("Switz"), Noel G. Watson ("Watson"), Thomas Wroe, Jr. ("Wroe"), and the Underwriter Defendants; (iv) claims under § 12(a)(2) of the Securities Act against the Underwriter Defendants; and (v) claims under § 15 of the Securities Act against Defendants Gaynor, Kim, Gutierrez, Squiller, Conaway, Cote, Godshalk, Massengill, Petrovich, Switz, Watson, Wroe, and Apple.

15. On October 7, 2015, Apple and the other Defendants filed and served motions to dismiss the Complaint. On December 18, 2015, Lead Plaintiff filed and served his papers in opposition to the motions to dismiss; on March 2, 2016, Apple and the other Defendants filed and served reply papers; and, on March 22, 2016, Lead Plaintiff filed his sur-reply.

16. On March 17, 2017, Lead Plaintiff, the Securities Act Plaintiff, former named plaintiff Highmark Limited, and the Underwriter Defendants entered into a Memorandum of Understanding memorializing their agreement in principle to settle the Action as against the Underwriter Defendants for \$9,700,000 in cash (the "Underwriter Defendant Settlement").

17. On May 4, 2017, the Court entered its Memorandum Opinion denying in part and granting in part the motions to dismiss filed by the GTAT Individual Defendants and Apple, and denying the Underwriter Defendants' motion to dismiss without prejudice to their

⁵ As a result of the Company's filing for bankruptcy protection, GTAT was not named as a defendant in this Action.

ability to re-submit the motion if necessary. Lead Plaintiff's remaining claims following the Court's ruling on Defendants' Motions to Dismiss included: (i) claims under Section 10(b) of the Exchange Act against Defendants Bal, Gaynor, and Gutierrez; (ii) claims under Section 20(a) of the Exchange Act against Defendants Bal, Gaynor, Gutierrez, Kim, and Squiller; (iii) a claim under Section 20(a) of the Exchange Act against Apple; (iv) claims under Section 11 of the Securities Act against Defendants Gaynor, Bal, Gutierrez, Conaway, Cote, Godshalk, Massengill, Petrovich, Switz, Watson, Wroe, and the Underwriter Defendants; (v) claims under Section 12(a)(2) of the Securities Act against the Underwriter Defendants; (vi) claims under Section 15 of the Securities Act against Defendants Gutierrez, Gaynor, Kim, and Squiller; and (vii) a claim under Section 15 of the Securities Act against Apple.

18. On August 18, 2017, Lead Plaintiff, the Securities Act Plaintiff, former named plaintiff Highmark Limited, and the Underwriter Defendants entered into the Stipulation and Agreement of Settlement with Settling Underwriter Defendants (the "Underwriter Defendant Stipulation") setting forth the final terms and conditions of the Underwriter Defendant Settlement.

19. On October 2, 2017, Lead Counsel and counsel for the GTAT Individual Defendants and Apple participated in a full day mediation session before retired United States District Court Judge Layn R. Phillips (the "Mediator"). In advance of that session, the parties exchanged detailed mediation statements and exhibits to the Mediator, which addressed the issues of both liability and damages. As a result of extensive, arm's-length negotiations at the mediation session, Lead Plaintiff and the GTAT Individual Defendants reached an agreement in principle to settle the Action as against the GTAT Individual Defendants for \$27,000,000 in cash (the "Individual Defendant Settlement"). Lead Plaintiff and Apple were unable to reach a settlement at that time.

20. On October 13, 2017, Lead Plaintiff and the GTAT Individual Defendants entered into a Settlement Term Sheet memorializing the agreement in principle to settle the Action as against the GTAT Individual Defendants, subject to the negotiation of the terms of a formal, final stipulation of settlement and approval of the Court.

21. On January 26, 2018, Lead Plaintiff, the Securities Act Plaintiff, former named plaintiff Highmark Limited, and the GTAT Individual Defendants entered into the Stipulation and Agreement of Settlement with Individual Defendants (the "Individual Defendant Stipulation") setting forth the final terms and conditions of the Individual Defendant Settlement.

22. On February 13, 2018, the Court granted preliminary approval of the Individual Defendant Settlement and Underwriter Defendant Settlement. The Court entered judgments approving the Individual Defendant Settlement and Underwriter Defendant Settlement on July 27, 2018.

23. Lead Plaintiff continued to prosecute his case against Apple. Fact discovery commenced in March 2018 and was substantially completed in April 2019. Lead Plaintiff sought, received, and reviewed 400,972 documents, totaling 2,317,704 pages, including documents from Apple (196,014 documents, totaling 790,851 pages); non-party GTAT (190,961 documents, totaling 1,454,786 pages);⁶ the Underwriter Defendants (13,481 documents, totaling 69,240 pages); and the GTAT Individual Defendants and several former individual employees of GTAT (290 documents, totaling 2,216 pages). Apple also sought discovery of the Class Representatives. In sum, the Class Representatives produced 20,106 documents, totaling 198,296 pages. The Class Representatives also prepared hundreds of pages of written discovery in response to Apple's requests.

24. Fact depositions commenced in December 2018 and closed in May 2019. The parties collectively deposed more than twenty (20) fact witnesses, including the GTAT Individual Defendants in the Action, several of the Director Defendants, various current and former employees of GTAT and Apple who were involved in the project at issue in the Action, Lead Plaintiff, and three representatives of Palisade Strategic Master Fund (Cayman) Limited.

25. On September 20, 2018, Lead Plaintiff filed his Motion for Class Certification and Appointment of Class Representatives and Class Counsel. Attached to the Motion was the Expert Report of Chad Coffman, CFA, who opined that the markets for GTAT Securities were efficient throughout the Class Period and that damages for each of the GTAT Securities could be calculated using a common class-wide methodology. On December 21, 2018, Apple filed a brief in opposition to Lead Plaintiff's Motion and attached an expert report challenging certain of Mr. Coffman's opinions. Lead Plaintiff filed a reply on February 22, 2019, which was accompanied by a rebuttal expert report authored by Mr. Coffman. Apple filed a brief sur-reply on March 8, 2019.

26. Lead Plaintiff and Apple had commenced merits expert discovery in Summer 2019. Lead Plaintiff submitted another Expert Report of Chad Coffman, CFA, who opined on the issues of loss causation and damages. Apple submitted four rebuttal Expert Reports, one in response to Mr. Coffman's report, and three related to various defenses to liability in this Action. Apple deposed Mr. Coffman and Lead Plaintiff deposed Apple's four expert witnesses.

27. The Court heard oral argument on the Motion for Class Certification on July 23, 2019. On September 30, 2019, after months of briefing and a full hearing, the Court granted Lead Plaintiff's Motion, finding that the Apple Class satisfied each of the Federal Rules of Civil Procedure 23(a) and 23(b)(3) requirements, and appointing Lead Plaintiff and the Securities Act Plaintiff as Class Representatives and Bernstein Litowitz Berger & Grossmann LLP as Class Counsel.

28. On September 27, 2019, Apple filed a Motion for Summary Judgment. In support of this Motion, Apple filed two memoranda: one arguing that Apple was not liable as a control person under the federal securities laws and the other disputing GTAT's primary liability under the federal securities laws. Apple also filed a related motion and memorandum to exclude the opinions of Lead Plaintiff's expert, Chad Coffman. Opposition to these motions was due on November 25, 2019.

⁶ Certain of these documents were subpoenaed by Apple.

29. Following extensive arm's-length negotiations in September, October, and November 2019, the Class Representatives and Apple reached an agreement in principle to settle the remaining control-person claims asserted in the Action against Apple.

30. On November 22, 2019, the Class Representatives and Apple filed a Joint Notice of Settlement and Motion to Stay Summary Judgment Schedule, which the Court so-ordered on November 25, 2019.

31. On January 10, 2020, the Class Representatives and Apple entered into the Stipulation, which sets forth the final terms and conditions of the Apple Settlement. The Stipulation is available at www.GTATSecuritiesLitigation.com.

32. Apple has entered into the Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Apples denies any wrongdoing.

33. On March 3, 2020, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Class Members, and scheduled the Settlement Fairness Hearing to consider whether to grant final approval to the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE APPLE SETTLEMENT? WHO IS INCLUDED IN THE APPLE CLASS?

34. If you are a member of the Apple Class, you are subject to the terms of the Apple Settlement, unless you timely request to be excluded.

The Apple Class certified by the Court on September 30, 2019 consists of:

all persons and entities who or which from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive (the "Class Period") purchased or otherwise acquired publicly traded GTAT common stock ("GTAT Common Stock") and/or publicly traded GTAT 3.00% Convertible Senior Notes Due 2020 ("GTAT Senior Notes"), purchased or otherwise acquired publicly traded call options on GTAT common stock ("GTAT Call Options"), and/or sold (wrote) publicly traded put options on GTAT common stock ("GTAT Put Options"), and were damaged thereby.

Excluded from the Apple Class by definition are:

Defendants; GTAT; the affiliates and subsidiaries of the Underwriter Defendants, GTAT, and Apple; the Officers,⁷ directors, and partners of the Underwriter Defendants, GTAT, and Apple during the Class Period; members of the Immediate Family⁸ of any excluded person; the heirs, successors, and assigns of any excluded person or entity; and any entity in which any excluded person or entity has or had during the Class Period a controlling interest; *provided, however*, that any Investment Vehicle⁹ shall not be deemed an excluded person or entity by definition. Also excluded from the Apple Class are any persons or entities who or which exclude themselves by submitting a request for exclusion from the Apple Class in accordance with the requirements set forth in this Notice. See "What if I Do Not Want To Be A Member Of The Apple Class? How Do I Exclude Myself," on page 9 below.

RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.

IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU MUST SUBMIT A CLAIM FORM. PLEASE NOTE: IF YOU SUBMITTED A VALID CLAIM FORM IN CONNECTION WITH THE EARLIER SETTLEMENTS, DO NOT SUBMIT ANOTHER CLAIM FORM.

WHAT ARE THE CLASS REPRESENTATIVES' REASONS FOR THE PROPOSED SETTLEMENT?

35. The Class Representatives and Class Counsel believe that the control person claims asserted against Apple have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their remaining claims against Apple through trial and appeals, as well as the very substantial risks they would face in establishing liability and damages. For example, in order for Apple to be held liable under §20(a) of the Exchange Act or §15 of the Securities Act, the Class Representatives would first

⁷ "Officer" means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

⁸ "Immediate Family" means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this definition, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

⁹ "Investment Vehicle" means any investment company or pooled investment fund, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, and hedge funds, in which any of the Underwriter Defendants have, has, or may have a direct or indirect interest, or as to which any of their respective affiliates may act as an investment advisor but of which any of the Underwriter Defendants or any of their respective affiliates is not a majority owner or does not hold a majority beneficial interest. This definition of Investment Vehicle does not bring into the Class any of the Underwriter Defendants themselves.

have to establish that the controlled persons, *i.e.*, GTAT and the GTAT Individual Defendants, were liable under §10(b) of the Exchange Act and §11 of the Securities Act, respectively. With respect to claims under § 10(b) of the Exchange Act, the Class Representatives faced significant risks in proving that the alleged false statements made by the GTAT Individual Defendants during the Class Period were intentionally or recklessly made. Also, with respect to claims under § 11 of the Securities Act, the Class Representatives faced significant challenges associated with establishing that there were material misstatements and omissions in the public securities offering documents at issue. In addition, the Class Representatives faced challenges with respect to proving loss causation and class-wide damages. Moreover, the Class Representatives, assuming they could prove primary liability under §10(b) and/or §11, then faced significant challenges with respect to proving “control person” liability against Apple, *i.e.*, that Apple had both the power to control GTAT and actually exercised that control over GTAT. The Class Representatives would also have to rebut Apple’s defense that its actions were in good faith, a showing that would defeat the control person claims. Furthermore, the Class Representatives would have to prevail at several additional stages in this litigation – motions for summary judgment, trial, and if they prevailed on those, on the appeals that were likely to follow. Thus, there were very significant risks attendant to the continued prosecution of the claims against Apple.

36. In light of these risks, the amount of Settlement, and the certainty of recovery to the Class, the Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. The Class Representatives and Class Counsel believe that the Settlement provides an additional benefit to the Class, namely \$3.5 million in cash (less the various deductions described in this Notice), in addition to the earlier settlements totaling \$36.7 million in cash (less the various deductions approved by the Court), as compared to the risk that the claims in the Action against Apple might produce a smaller recovery, or no recovery, after summary judgment, trial, and appeals.

37. Apple has denied the claims asserted against it in the Action and denies having engaged in any wrongdoing or violation of law of any kind whatsoever. Apple has agreed to the Settlement solely to eliminate the uncertainty, burden, and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Apple.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT WITH APPLE?

38. If there were no Settlement and the Class Representatives failed to establish any essential legal or factual element of their claims against Apple, neither the Class Representatives nor the other members of the Class would recover anything from Apple. Also, if Apple were successful in proving any of its defenses, either at summary judgment, at trial, or on appeal, the Class could recover substantially less than the amount provided under the Settlement, or nothing at all.

HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION AND THE APPLE SETTLEMENT?

39. If you are a Class Member, you are represented by the Class Representatives and Class Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Apple Settlement?,” below.

40. If you are a Class Member and you do not exclude yourself from the Apple Class, you will be bound by any orders issued by the Court relating to the Settlement. If you are Class Member and do not wish to remain a member of the Apple Class, you may exclude yourself from the Apple Class by following the instructions in the section entitled, “What If I Do Not Want To Be A Member Of The Apple Class? How Do I Exclude Myself?,” below.

41. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Apple and will provide that, upon the Effective Date of the Apple Settlement, the Class Representatives and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 42 below) (including Unknown Claims, as defined in ¶ 44 below) against Apple and the other Apple Releasees (as defined in ¶ 43 below) and will forever be barred and enjoined from commencing, maintaining, or prosecuting any or all of the Released Plaintiffs’ Claims against any of the Apple Releasees.

42. “Released Plaintiffs’ Claims” means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that Plaintiffs or any other member of the Apple Class (a) asserted in the Action, or (b) could have asserted in the Action or in any other forum that both (i) arise out of, are based upon, or relate to the allegations, transactions, acts, facts, claims, matters, transactions, events, occurrences, disclosures, statements, representations, omissions, or failures to act involved, set forth, or referred to in the Complaint and (ii) relate to any purchase, acquisition, disposition, sale, or holding of GTAT publicly traded Common Stock, GTAT Senior Notes, GTAT Call Options, or GTAT Put Options during the Class Period. Released Plaintiffs’ Claims do not cover or include: (i) any claims by any

governmental entity arising out of any governmental investigation of Apple or any of Apple's respective former or current officers or directors relating to the wrongful conduct alleged in the Action;¹⁰ (ii) any claims asserted in the Action against any of the GTAT Individual Defendants or Underwriter Defendants; (iii) any claims of any person or entity who or which submits a request for exclusion from the Apple Class that is accepted by the Court; and (iv) any claims relating to the enforcement of the Settlement.

43. "Apple Releasees" means Apple and Apple's Counsel, and each of their respective past or present subsidiaries, parents, affiliates, principals, successors, predecessors, assigns, officers, directors, underwriters, trustees, partners, members, agents, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial or investment advisors or consultants, investment bankers, personal or legal representatives, any entity in which Apple has a controlling interest, and each of the predecessors, successors, and assigns of the foregoing, in their capacities as such; *provided, however*, that the Apple Releasees do not include the Individual Defendants or Underwriter Defendants.

44. "Unknown Claims" means any Released Plaintiffs' Claims which Plaintiffs or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Apple Claims that Apple does not know or suspect to exist in 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 any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Apple shall expressly waive, and each of the other Class Members shall be deemed to have waived, 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, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

The Settling Parties acknowledge that they may hereafter discover facts 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 Claims, but, upon the Effective Date of the Settlement, the Settling Parties shall expressly settle and release, and each Class Member shall be deemed to have, and by operation of the Judgment shall have, settled and released any and all Released Claims without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Apple acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

45. The Judgment will also provide that, upon the Effective Date of the Apple Settlement, Apple, on behalf of itself, and its respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Apple Claim (as defined in ¶ 46 below) (including Unknown Claims) against the Class Representatives and the other Plaintiff Releasees (as defined in ¶ 47 below), and will forever be barred and enjoined from commencing, maintaining, or prosecuting any or all of the Released Apple Claims against any of the Plaintiff Releasees.

46. "Released Apple Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Apple. Released Apple Claims do not include: (i) any claims against any person or entity who or which submits a request for exclusion from the Apple Class that is accepted by the Court; and (ii) any claims relating to the enforcement of the Settlement.

47. "Plaintiff Releasees" means (i) Plaintiffs, their attorneys, and all other Class Members; (ii) the past or present subsidiaries, parents, affiliates, principals, successors, predecessors, assigns, officers, directors, underwriters, trustees, partners, members, agents, employees, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial or investment advisors or consultants, investment bankers, and personal or legal representatives of each of the foregoing in (i), and any entity in which any of the foregoing in (i) has a controlling interest; and (iii) the current and former officers, directors, Immediate Family members, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, agents, affiliates, insurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, attorneys, advisors, and associates of the each of the foregoing in (i) and (ii), in their capacities as such.

¹⁰ For the avoidance of doubt, the above-referenced exclusion for claims by any governmental entity is set forth above only to clarify that the Released Plaintiffs' Claims do not affect the rights that any governmental entity may have to assert a claim against any of the Apple Releasees, and it does not preserve for any Apple Class Member any right to assert a claim on the basis of that exclusion from the Released Plaintiffs' Claims. To the best of Plaintiffs' and Apple's knowledge, there are no claims by any governmental entity arising out of any governmental investigation of Apple or any of Apple's respective former or current officers or directors relating to the wrongful conduct alleged in the Action.

**HOW MUCH WILL MY PAYMENT FROM THE APPLE SETTLEMENT BE? HOW DO I PARTICIPATE IN THE SETTLEMENT?
WHAT DO I NEED TO DO?**

48. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from Apple Settlement.

49. The proceeds of the Apple Settlement will be distributed in accordance with the Plan of Allocation that was previously mailed to Class Members in connection with notice of the Earlier Settlements achieved with the GTAT Individual Defendants and Underwriter Defendants and which was approved by the Court on July 27, 2018. The Claims of Apple Class Members will be calculated under the Court-approved Plan of Allocation in the same manner that the Claims of members of the Individual Defendant Settlement Class are calculated under the Plan of Allocation. A copy of the Plan of Allocation may be downloaded from www.GTATSecuritiesLitigation.com, by calling the Claims Administrator at 1-866-562-8790, or by emailing the Claims Administrator at info@GTATSecuritiesLitigation.com.

50. To be eligible for a payment from the proceeds of the Apple Settlement, you must be a member of the Apple Class and must have either (i) submitted a valid Claim to the Claims Administrator on or before November 6, 2019 that is approved by the Court for payment from the Individual Defendant Settlement; or (ii) submitted or now submit a valid Claim to the Claims Administrator after November 6, 2019 that is approved by the Court for payment from the Net Apple Settlement Fund. If you have not yet submitted a Claim Form to the Claims Administrator, you must complete and return a Claim Form postmarked no later than June 29, 2020. You may obtain a Claim Form at www.GTATSecuritiesLitigation.com, by calling the Claims Administrator at 1-866-562-8790, or by emailing the Claims Administrator at info@GTATSecuritiesLitigation.com. If you request exclusion from the Apple Class, you will not be eligible to receive a payment from the Apple Settlement.

51. **PLEASE NOTE:** If you submitted a valid Claim Form in connection with the Earlier Settlements, DO NOT submit another form.¹¹

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING IN CONNECTION WITH THE APPLE SETTLEMENT?
HOW WILL THE LAWYERS BE PAID?**

52. Before final approval of the Apple Settlement, Class Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 20% of the Apple Settlement Fund. At the same time, Lead Counsel also intends to apply for reimbursement of Litigation Expenses which were incurred in the Action and which were not applied for in connection with the Earlier Settlements in an amount not to exceed \$800,000, which may include an application for reimbursement of the reasonable costs and expenses incurred by the Class Representatives directly related to their representation of the Class. Such sums as may be approved by the Court will be paid from the Apple Settlement Fund. Class Members are not personally liable for any such fees or expenses.

WHAT IF I DO NOT WANT TO BE A MEMBER OF THE APPLE CLASS? HOW DO I EXCLUDE MYSELF?

53. Each Class Member will be bound by the determinations, orders, and judgments in this Action relating to the Apple Settlement, whether favorable or unfavorable, unless such person or entity submits a written request for exclusion from the Apple Class that is accepted by the Court.

54. Each request for exclusion must be in writing and must be mailed or delivered to GTAT Securities Litigation, APPLE SETTLEMENT EXCLUSIONS, c/o Claims Administrator, P.O. Box 10463, Dublin, OH 43017-4063, **with a copy emailed to Class Counsel at settlements@blbglaw.com**, such that it is **received no later than May 25, 2020**. You will not be able to exclude yourself from the Apple Class after that date. Each request for exclusion must: (i) state the name, address, and telephone number of the person or entity requesting exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such person or entity "requests exclusion from the Apple Class in *Levy v. Gutierrez, et al.*, Case No. 1:14-cv-00443-JL (GTAT Securities Litigation)"; (iii) state the amount of each GTAT Security (in terms of number of shares of GTAT Common Stock, GTAT Call Options, GTAT Put Options, and/or face value of GTAT Senior Notes) that the person or entity requesting exclusion purchased/acquired and/or sold during the Class Period (*i.e.*, from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive), as well as the dates and prices of each such purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

¹¹ As noted above, if you are and remain a Class Member, you will be bound by the terms of the Apple Settlement, including the Releases provided for under the Settlement, whether or not you submit a Claim Form. The release of the Apple Releasees is further memorialized by the Release and Certification set forth in the Claim Form. If you submit a Claim Form now or you previously submitted a Claim Form in connection with the Earlier Settlements and do not request exclusion from the Class, the release signed by you or on your behalf in that Claim Form will be deemed to include, and by operation of law and of the Judgment will include, a release of all Released Plaintiffs' Claims against the Apple Releasees.

55. If you do not want to be part of the Apple Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiffs' Claim against any of the Apple Releasees. Excluding yourself from the Class is the only option that allows you to be part of any other lawsuit against Apple or any of the other Apple Releasees concerning the Released Plaintiffs' Claims. Please note, however, if you decide to exclude yourself from the Class, you may be time-barred from asserting the claims asserted in the Action against Apple by a statute of repose that has possibly expired for claims under the federal securities laws.

56. If you are excluded from the Class, you will not be eligible to receive any payment out of the Net Apple Settlement Fund.

57. Apple has the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by the Class Representatives and Apple.

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE APPLE SETTLEMENT? DO I HAVE TO PARTICIPATE IN THE HEARING? HOW DO I OBJECT? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

58. **Class Members do not need to participate in the Settlement Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not participate in the hearing. Class Members can participate in the Settlement without participating in the Settlement Fairness Hearing. Please Note: The date and time of the Settlement Fairness Hearing may change without further written notice to the Class. Also, in response to the recent outbreak of Coronavirus Disease 2019 (COVID-19), the United States District Court for the District of New Hampshire has issued a Standing Order directing that the Settlement Fairness Hearing be conducted by teleconference or videoconference. Any Class Member wishing to access the Settlement Fairness Hearing may contact the Clerk's Office at 603-225-1423 in advance of the hearing to obtain the access information for the teleconference/videoconference. Also, instructions for joining the teleconference/videoconference will be posted to the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com, and Class Counsel's website, www.blbglaw.com. You should monitor the Court's docket and the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com, before making plans to participate in the Settlement Fairness Hearing. You may also confirm the date and time of the Settlement Fairness Hearing by contacting Class Counsel by phone at 1-800-380-8496 or by email at settlements@blbglaw.com.**

59. The Settlement Fairness Hearing will be held on **Monday, June 15, 2020 at 10:00 a.m.**, before the Honorable Joseph N. Laplante at the United States District Court for the District of New Hampshire, Courtroom 2 of the Warren B. Rudman United States Courthouse, 55 Pleasant Street, Concord, NH 03301-3941. As noted in ¶ 58 above, the Settlement Fairness Hearing is currently scheduled to be conducted via teleconference or videoconference. Please note, however, that Judge Laplante has the discretion to postpone the Settlement Fairness Hearing and/or reschedule the Settlement Fairness Hearing for an in-court hearing at the Rudman Courthouse, without further written notice to the Class. Any updates regarding the Settlement Fairness Hearing, including any changes to the date or time of the hearing or updates regarding in-person appearances at the hearing, will be posted to the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com, and Class Counsel's website, www.blbglaw.com. Also, the Court reserves the right to approve the Settlement and Class Counsel's motion for an award of attorneys' fees and Litigation Expenses, and/or any other related matter, at or after the Settlement Fairness Hearing, without further notice to Class Members.

60. Any Class Member who or which does not request exclusion may object to the proposed Settlement and/or Class Counsel's motion for an award of attorneys' fees and reimbursement of expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the District of New Hampshire at the address set forth below **on or before May 25, 2020**. You must also mail the papers to Class Counsel and Apple's Counsel as well at the addresses set forth below so that the papers are **received on or before May 25, 2020**. **Also, a copy of your written objection, together with copies of all other papers and briefs supporting the objection, must be emailed to Class Counsel at settlements@blbglaw.com on or before May 25, 2020.**

Clerk's Office

U.S. District Court
District of New Hampshire
Clerk of the Court
55 Pleasant Street, Room 110
Concord, NH 03301-3941

Class Counsel

**Bernstein Litowitz Berger
& Grossmann LLP**
Lauren A. Ormsbee, Esq.
1251 Avenue of the Americas, 44th Floor
New York, NY 10020

Apple's Counsel

Latham & Watkins LLP
Jason C. Hegt, Esq.
885 Third Avenue
New York, NY 10022

61. Any objection: (i) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (ii) must state with specificity the grounds for the Class Member's objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (iii) must include documents sufficient to prove membership in the Class, including the amount of each GTAT Security (in terms of number of shares of GTAT Common Stock, GTAT Call Options, GTAT Put Options, and/or face value of GTAT Senior Notes) that the objecting Class Member purchased/acquired and/or sold during the Class Period (*i.e.*, from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive), as well as the dates and prices of each such

purchase/acquisition and sale. Documentation establishing membership in the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement. You may not object to the Settlement or Class Counsel's motion for attorneys' fees and reimbursement of expenses if you exclude yourself from the Class or if you are not a member of the Class.

62. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

63. If you wish to be heard orally at the hearing, you must also file a notice of appearance with the Clerk's Office and serve it on Class Counsel and Apple's Counsel at the addresses set forth in ¶ 60 above, **with a copy emailed to Class Counsel at settlements@blbglaw.com**, so that it is **received on or before May 25, 2020**. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

64. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Class Counsel and Apple's Counsel at the addresses set forth in ¶ 60 above, **with a copy emailed to Class Counsel at settlements@blbglaw.com**, so that it is **received on or before May 25, 2020**.

65. **Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement or Class Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Class Members do not need to appear at the Settlement Fairness Hearing or take any other action to indicate their approval.**

WHAT IF I BOUGHT GTAT SECURITIES ON SOMEONE ELSE'S BEHALF?

66. **If you previously provided the names and addresses of persons and entities on whose behalf you, during the period from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive, purchased or otherwise acquired GTAT Common Stock and/or GTAT Senior Notes, purchased or otherwise acquired GTAT Call Options, and/or sold (wrote) GTAT Put Options, in connection with the previously disseminated notice concerning the Earlier Settlements in this Action which was mailed beginning in March 2018 (the "March 2018 Settlement Notice"), and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, you need do nothing further at this time.** The Claims Administrator will mail a copy of this Notice to the beneficial owners whose names and addresses were previously provided in connection with March 2018 Settlement Notice.

67. **If you elected to mail the March 2018 Settlement Notice directly to beneficial owners of GTAT Securities**, you were advised that you must retain your mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator is forwarding to you the same number of copies of this Notice for you to send to the beneficial owners. The Court has ordered that, **WITHIN FOURTEEN (14) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE**, you must forward copies of the Notice to the beneficial owners. If you need more copies of this Notice than you previously requested in connection with the March 2018 Settlement Notice mailing, please contact the Claims Administrator at GTAT Securities Litigation, c/o Claims Administrator, P.O. Box 10463, Dublin, OH 43017-4063, by telephone at 1-866-562-8790, or by email at info@GTATSecuritiesLitigation.com, and let them know how many copies of the Notice you require. You must mail the Notices to the beneficial owners within fourteen (14) calendar days of your receipt of this Notice.

68. **If you have additional or updated name and address information or have not already provided information regarding persons and entities on whose behalf you, during the period from November 5, 2013 through 9:40 a.m. Eastern Standard Time on October 6, 2014, inclusive, purchased or otherwise acquired GTAT Common Stock and/or GTAT Senior Notes, purchased or otherwise acquired GTAT Call Options, and/or sold (wrote) GTAT Put Options, then the Court has ordered that you must, WITHIN FOURTEEN (14) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE**, either: (i) send a list of the additional or updated names and addresses of such beneficial owners to the Claims Administrator at GTAT Securities Litigation, c/o Claims Administrator, P.O. Box 10463, Dublin, OH 43017-4063, or by email at info@GTATSecuritiesLitigation.com, in which event the Claims Administrator shall promptly mail copies of this Notice to such beneficial owners; or (ii) request a sufficient number of copies of this Notice from the Claims Administrator, and forward them to the beneficial owners within fourteen (14) calendar days of receipt. **As stated above, if you have already provided this information in connection with the March 2018 Settlement Notice, unless that information has changed (e.g., beneficial owner has changed address), it is unnecessary to provide such information again.**

69. Upon full and timely compliance with these directions, nominees who mail this Notice to beneficial owners may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

70. Copies of this Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-866-562-8790, or by emailing the Claims Administrator at info@GTATSecuritiesLitigation.com.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

71. This Notice contains only a summary of the terms of the Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Apple Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the District of New Hampshire, 55 Pleasant Street, Concord, NH 03301. Additionally, copies of the Apple Stipulation, and any related orders entered by the Court, will be posted on the website maintained by the Claims Administrator, www.GTATSecuritiesLitigation.com.

Requests for the Notice Packet should be made to:

GTAT Securities Litigation
c/o Claims Administrator
P.O. Box 10463
Dublin, OH 43017-4063
1-866-562-8790
info@GTATSecuritiesLitigation.com
www.GTATSecuritiesLitigation.com

Inquiries, other than requests for the Notice Packet, should be made to Class Counsel:

Lauren A. Ormsbee, Esq.
BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP
1251 Avenue of the Americas, 44th Floor
New York, NY 10020
1-800-380-8496
settlements@blbglaw.com

DO NOT CALL OR WRITE THE COURT, GTAT, APPLE, ANY OTHER DEFENDANT, OR THEIR COUNSEL REGARDING THIS NOTICE.

Dated: March 31, 2020

By Order of the Court
United States District Court
District of New Hampshire