

1 WHEREAS, on November 14, 2016, the Court (a) consolidated the respective actions
2 originally brought by plaintiffs Jesse Bauer and Kenneth Raczewski, (b) appointed Bauer and
3 Raczewski as “lead plaintiffs” in the resulting consolidated Action (the “Action”); and (c)
4 appointed their respective counsel, Scott+Scott Attorneys at Law LLP and Levi & Korsinsky, LLP
5 as co-lead counsel in the Action;

6 WHEREAS, Lead Plaintiffs filed their Consolidated Complaint against all Defendants on
7 December 2, 2016.

8 WHEREAS, on January 17, 2017, the EndoChoice Defendants and the Underwriter
9 Defendants filed separate motions to dismiss and accompanying papers in support thereof;

10 WHEREAS, on February 14, 2017, the Action was transferred to the Business Division of
11 the Court;

12 WHEREAS, on February 24, 2017, Lead Plaintiffs filed their papers in opposition to the
13 Defendants’ motions to dismiss, and the EndoChoice Defendants and the Underwriter Defendants
14 filed reply papers in further support of their motions to dismiss on March 24, 2017;

15 WHEREAS, following oral argument on April 18, 2017, on May 2, 2017, the Court issued
16 a 16-page Order that denied Defendants’ respective motions to dismiss;

17 WHEREAS, on May 26, 2017, Lead Plaintiffs filed their Motion for Class Certification;

18 WHEREAS, after a four-month period during which the Parties conducted discovery
19 relating to class certification (including the taking of the depositions of both Lead Plaintiffs), on
20 November 2, 2017 the EndoChoice Defendants and the Underwriter Defendants both filed papers
21 in opposition to the motion for class certification, and the Lead Plaintiffs filed reply papers in
22 further support of their motion for class certification on December 22, 2017;

23 WHEREAS, following oral argument on January 24, 2018, on February 14, 2018 the Court
24 issued a 20-page Order (the “February 2018 Order”) that granted Lead Plaintiffs’ motion for class
25 certification, except that it narrowed the certified class to include only those who purchased
26 EndoChoice common stock through August 3, 2016;

1 WHEREAS, on March 12, 2018, all Defendants filed a Notice of Appeal (the “Appeal”) to
2 the Georgia Court of Appeals of the Court’s February 2018 Order granting class certification;

3 WHEREAS, the EndoChoice Defendants and the Underwriter Defendants filed their
4 respective briefs in support of their Appeal on August 29, 2018; Lead Plaintiffs filed their papers
5 in opposition to the Defendants’ Appeal on September 25, 2018; and the EndoChoice Defendants
6 and the Underwriter Defendants filed reply papers in further support of their Appeal on October
7 15, 2018;

8 WHEREAS, following oral argument on December 12, 2018, on June 28, 2019, the
9 Georgia Court of Appeals issued an opinion (published at *EndoChoice Holdings, Inc. v. Raczewski*,
10 830 S.E.2d 597 (Ga. Ct. App. 2019)) that affirmed the Court’s February 2018 Order granting class
11 certification;

12 WHEREAS, the remittiturs from the Georgia Court of Appeals were docketed with the
13 Court on July 31, 2019, thereby lifting the automatic stay of non-class certification related
14 discovery that had previously been in effect in the Action pursuant to O.C.G.A. §9-11-23(f)(2) &
15 (g);

16 WHEREAS, on August 22, 2019, Lead Plaintiffs commenced formal merits discovery by
17 serving Defendants with their first sets of Requests for Production of Documents and
18 Interrogatories;

19 WHEREAS, following negotiation among the Parties, the Court entered a stipulated Case
20 Management Order (CMO) on September 24, 2019, which (among other things) established the
21 following deadlines (a) substantial completion of document production by January 17, 2020; (b)
22 completion of all fact discovery (including depositions) by June 2, 2020; and (c) completion of all
23 expert discovery by August 28, 2020;

24 WHEREAS, following entry of the CMO, Lead Plaintiffs and the EndoChoice Defendants
25 agreed, *inter alia*, on the use of a 6-page, single-spaced list of electronic search terms to be used
26 to help identify emails and other electronic documents (“ESI”) responsive to the 64 separate
27 document requests that Lead Plaintiffs had served to date;

1 WHEREAS, shortly after Lead Plaintiffs had served their first set of discovery requests in
2 late August 2019, counsel for the EndoChoice Defendants and Class Counsel engaged in
3 discussions as to whether it might be productive to engage a mediator to explore the possibility of
4 reaching a negotiated settlement of the claims at issue. The Parties thereafter agreed in October
5 2019 to try to reach a mediated resolution of the claims at issue under the auspices of a highly
6 experienced mediator of complex litigation and securities class actions, Robert M. Meyer, Esq., of
7 JAMS (the "Mediator"). However, this agreement was subject to the understanding that, unless
8 and until any mediation process resulted in an actual agreement to settle, merits discovery under
9 the terms of the CMO would continue to proceed and the CMO's litigation deadlines would remain
10 in place;

11 WHEREAS, while continuing to vigorously litigate various discovery matters (which
12 included the exchange of dozens of emails and letters relating to Lead Plaintiffs' discovery
13 demands and the Defendants' objections thereto, and the submission of certain unresolved
14 discovery disputes to the Court with accompanying letter briefing), in November and early
15 December 2019 the Parties also proceeded with the preparation and submission of opening and
16 reply mediation briefs (and accompanying exhibits) that addressed both merits-related and
17 damages-related issues;

18 WHEREAS, on December 6, 2019, all Parties participated in a full day, arms'-length and
19 face-to-face private mediation session at JAMS's offices in New York under the auspices of the
20 Mediator;

21 WHEREAS, the Parties were unable to reach an agreement at the December 6, 2019
22 mediation session, but at the end of the mediation the Mediator made a mediator's proposal to
23 settle all securities claims that were or could have been asserted in the Action for \$8.5 million in
24 cash;

25 WHEREAS, after further post-mediation communications with the Mediator, the Parties
26 were ultimately able to reach an agreement (subject to approval by the Court) to resolve the Action
27 consistent with the Mediator's proposal to settle all claims for \$8.5 million. On December 11,

1 2019, the Parties entered into a Memorandum of Understanding setting forth the material terms of
2 their settlement (subject to Court approval), and notified the Court that they had reached a proposed
3 settlement that same day;

4 WHEREAS, after considering the uncertainties, risks and likely costs and expenses of
5 further litigation in this complex securities action, Lead Plaintiffs and Class Counsel believe that
6 the settlement set forth herein is fair, reasonable, and in the best interests of the Class Members
7 (as defined herein);

8 WHEREAS, Defendants have denied and continue to deny each and all of the claims
9 alleged by Lead Plaintiffs in the Action, including all charges of wrongdoing or liability against
10 them arising out of any of the conduct, statements, acts or omissions alleged, or that could have
11 been alleged, in the Action, but have nonetheless concluded that further litigation of the Action
12 could be protracted and expensive, and, after also taking into account the expense, distraction,
13 uncertainties and risks of further litigation, have therefore determined to fully and finally resolve
14 the Action in the manner and upon the terms and conditions set forth herein;

15 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the
16 Lead Plaintiffs and the Defendants, by and through their respective attorneys of record, that the
17 Action (subject to the approval of the Court) shall be dismissed with prejudice as to all Defendants
18 and all Released Claims as against the Released Defendants' Parties and all Released Defendants'
19 Claims as against the Released Plaintiffs' Parties shall be settled and released upon and subject to
20 the terms and conditions of this Stipulation, as set forth below:

21 **I. DEFINITIONS**

22 1. As used in this Stipulation, the following terms have the meanings specified below.
23 In the event of any inconsistency between any definitions set forth below and any definitions set
24 forth in any document attached as an exhibit to this Stipulation, the definition set forth below shall
25 control.

1 1.1 “Action” means the above-captioned consolidated *In re EndoChoice*
2 *Holdings, Inc. Securities Litigation* matter, which includes both the matter bearing Civil Action
3 No. 2016 CV 277772 and Civil Action No. 2016 CV 281193 as filed in the Court.

4 1.2 “Authorized Claimant” means any Class Member who, in accordance with
5 the terms of this Stipulation, is entitled to a distribution from the Settlement Fund pursuant to any
6 Plan of Allocation or any order of the Court.

7 1.3 “Claims Administrator” means KCC Class Action Services LLC, or such
8 other claims administration firm as may be approved by Class Counsel and the Court, which shall
9 administer the Settlement.

10 1.4 “Class” means all Persons who purchased shares of EndoChoice common
11 stock pursuant or traceable to EndoChoice’s Offering Materials on or before August 3, 2016, and
12 who were damaged thereby, but excluding Defendants; the past and current officers and directors
13 of EndoChoice and the Underwriter Defendants; the legal representatives, parents, subsidiaries,
14 heirs, immediate family members, successors and assigns of any excluded Person; and any entity
15 in which any of the above excluded Persons has or had a controlling equity interest. Also excluded
16 will be any Person that validly requests exclusion from the Class in accordance with the procedures
17 to be established or approved by the Court in connection with the approval of this Stipulation and
18 the Settlement.

19 1.5 “Class Counsel” means the law firms of Scott + Scott Attorneys at Law LLP
20 and Levi & Korsinsky, LLP.

21 1.6 “Class Member” means a Person who falls within the definition of the Class
22 as set forth above.

23 1.7 “Company” means EndoChoice Holdings, Inc.

24 1.8 “Court” means the Superior Court of the State of Georgia for Fulton County.

25 1.9 “Defendants” means and includes (a) EndoChoice; (b) each of the
26 Individual Defendants; and (c) each of the “Underwriter Defendants”.

1 1.10 “Effective Date” means the date on or by which the events and conditions
2 specified in ¶43 below have been met and have occurred.

3 1.11 “EndoChoice” means EndoChoice Holdings, Inc.

4 1.12 “EndoChoice Defendants” means and includes (a) EndoChoice and (b) each
5 of the Individual Defendants;

6 1.13 “Escrow Account” means the segregated and separate escrow account to be
7 established with the Escrow Agent (subject to judicial oversight), into which the Settlement
8 Amount will be deposited for the benefit of Class Members.

9 1.14 “Escrow Agent” means Huntington National Bank or its successor.

10 1.15 “Lead Plaintiffs” means Jesse L. Bauer and Kenneth T. Raczewski.

11 1.16 “Fee and Expense Application” and “Fee and Expense Award” have the
12 meanings given to those terms below in ¶36 and ¶25(c), respectively.

13 1.17 “Final” means, with respect to any order or judgment of a court, including
14 without limitation the Court’s Judgment and order of dismissal, that such judgment or order
15 represents a final and binding determination of all issues within its scope and is not subject to
16 further review on appeal or otherwise. Without limitation, an order becomes “Final” when the last
17 of the following has occurred: (a) the expiration of the time to file a motion to reconsider, alter,
18 or amend the judgment or order without any such motion having been filed; (b) the time in which
19 to appeal the judgment or order has passed without any appeal having been taken; and (c) if a
20 motion to reconsider, alter, or amend is filed or if an appeal is taken, immediately after the
21 determination of that motion or appeal so that it is no longer subject to any further judicial review
22 or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time,
23 voluntary dismissal of an appeal or otherwise in such a manner as to permit the consummation of
24 the settlement substantially in accordance with the terms and conditions of this Stipulation. For
25 purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other
26 writ that may be filed in connection with approval or disapproval of this settlement, but shall not
27 include any appeal which concerns only the issue of attorneys’ fees and expenses, the Plan of

1 Allocation of the Net Settlement Fund (as those terms are defined below), or the procedures for
2 determining or approving Authorized Claimants' recognized claims. Any proceeding or order, or
3 any appeal or petition for a writ of certiorari pertaining solely to any plan of allocation, Fee and
4 Expense Application or application for a service award to any Lead Plaintiff, shall not in any way
5 delay or preclude the Judgment from becoming Final.

6 1.18 "Individual Defendants" means and includes each of the following current
7 or former EndoChoice officers and/or directors: Mark G. Gilreath, David N. Gill, R. Scott
8 Huennekens, James R. Balkcom, Jr., J. Scott Carter, D. Scott Davis, David L. Kaufman, and Rurik
9 G. Vandevenne.

10 1.19 "Judgment" means the Judgment to be rendered and entered by the Court,
11 substantially in the form attached hereto as Exhibit B.

12 1.20 "Net Settlement Fund" means the Settlement Fund less any attorneys' fees
13 and expenses (and less any award to any plaintiff for their time and expenses incurred in connection
14 with their representation of the Class) provided for herein or approved by the Court, and less Notice
15 and Administration Expenses, Taxes and Tax Expenses, and any other Court-approved deductions.

16 1.21 "Notice" means the Notice of Proposed Settlement of Class Action, which,
17 subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

18 1.22 "Notice and Administration Expenses" means the reasonable costs and
19 expenses incurred in connection with locating Class Members, providing notice to Class Members,
20 soliciting the submission of proofs of claims, assisting with the submission of proofs of claims,
21 processing Proof of Claim and Release forms, administering and distributing the Net Settlement
22 Fund to Authorized Claimants, and paying escrow fees and costs, if any.

23 1.22A "Offering Materials" means the May 5, 2015 registration statement filed by
24 EndoChoice with the SEC on Form S-1, three amendments thereto filed on Form S-1/A, the last
25 of which was dated June 3, 2015 and declared effective June 4, 2015 collectively, the
26 ("Registration Statement"), and the incorporated final prospectus dated June 5, 2015 (the

1 “Prospectus”), together with certain road show and other materials deemed to be incorporated
2 therein as a matter of law.

3 1.23 “Parties” means, collectively, Lead Plaintiffs and all Defendants.

4 1.24 “Person” means an individual, corporation, limited liability corporation,
5 professional corporation, partnership, limited partnership, limited liability partnership, association,
6 joint stock company, joint venture, estate, legal representative, trust, unincorporated association,
7 government or any political subdivision or agency thereof, and any business or legal entity, and
8 including any of their heirs, successors, representatives, or assigns.

9 1.25 “Plaintiffs’ Counsel” refers collectively to Class Counsel and any other
10 counsel who represented any Lead Plaintiff in connection with the Action.

11 1.26 “Plan of Allocation” means a plan or formula of allocation of the Net
12 Settlement Fund pursuant to which the Net Settlement Fund shall be distributed to Authorized
13 Claimants. Any Plan of Allocation is not part of the Stipulation, and neither Defendants nor their
14 Related Parties shall have any responsibility or liability with respect thereto. Any order or
15 proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this
16 Stipulation or affect the finality of the Judgment.

17 1.27 “Preliminary Approval Order” means the Order Preliminarily Approving
18 Settlement and Providing for Notice, as approved and entered by the Court, substantially in the
19 form attached hereto as Exhibit A.

20 1.28 “Proof of Claim and Release” (or “Proof of Claim and Release form” or
21 “Claim Form”) means a proof of claim and release which, subject to approval of the Court, shall
22 be substantially in the form attached hereto as Exhibit A-2.

23 1.29 “Related Parties”, when used in reference to a Person, refers to and includes
24 (i) the Person; (ii) for natural persons, each of that Person’s respective immediate family members
25 and any trust of which the Person is the settler or which is for the benefit of any such Person and/or
26 member of his or her family, and, for non-natural persons, each of their direct or indirect parents
27 or subsidiaries, and (iii) for any of the persons listed in sub-parts (i) or (ii) of this definition, their

1 respective past, present, and future general partners, limited partners, principals, controlling
2 shareholders, joint venturers, members, officers, directors, managers, managing directors,
3 employees, contractors, consultants, auditors, accountants, financial advisors, professional
4 advisors, investment bankers, legal representatives, insurers, trustees, trustors, agents, attorneys,
5 predecessors, successors, assigns, heirs, executors, administrators, and any controlling person
6 thereof, in their capacities as such, and any entity in which any such Person has a controlling
7 interest.

8 1.30 “Released Claims” means all claims (including Unknown Claims as defined
9 in ¶1.42 herein), demands, rights and causes of action of any kind that have been or could have
10 been asserted in the Action, or could in the future be asserted in any forum, whether arising under
11 federal, state, common, statutory, or foreign law, or any other rule or regulation, by any Lead
12 Plaintiff, any Class Member, or any of their Related Parties against any Released Defendants’
13 Party, which both (a) arise out of or relate in any way to any of the allegations, acts, transactions,
14 facts, events, matters, occurrences, statements, representations or omissions set forth, alleged or
15 referred to in the Action, or which could have been alleged in the Action; and (b) arise out of or
16 relate to the purchase, acquisition, holding, disposition or sale of any shares of EndoChoice
17 common stock issued in or pursuant to the IPO. Notwithstanding the foregoing, “Released
18 Claims” does not, however, include any claims to enforce the Settlement.

19 1.31 “Released Defendants’ Claims” means all claims (including “Unknown
20 Claims” as defined in ¶1.42 herein), demands, rights, and causes of action of any kind by any
21 Released Defendants’ Party against Lead Plaintiffs, any Class Members, or any of their Related
22 Parties (including any Plaintiffs’ Counsel), which arise out of or relate in any way to the institution,
23 prosecution, assertion, settlement, or resolution of the Action (except for claims to enforce the
24 Settlement).

25 1.32 “Released Defendants’ Parties” (each a “Released Defendant Party”) means
26 each Defendant and each of their respective Related Parties.

1 1.33 “Released Plaintiffs’ Parties” (each a Released Plaintiffs’ Party”) means (i)
2 Lead Plaintiffs and the Class Members, and (ii) each of their respective Related Parties.

3 1.34 “Settlement” refers generally to the proposed settlement set forth in this
4 Stipulation.

5 1.35 “Settlement Amount” means the sum of eight and one-half million U.S.
6 dollars (\$8,500,000.00) in cash to be paid to the Escrow Agent as referenced in ¶¶2-4 of this
7 Stipulation.

8 1.36 “Settlement Fund” means the Settlement Amount plus all interest thereon
9 and accretions thereto, and which may be reduced by payments or deductions as provided herein
10 or by Court order.

11 1.37 “Settlement Hearing” means the hearing to be held by the Court after
12 issuance of the Notice to determine whether the proposed settlement is fair, reasonable, and
13 adequate and should be approved.

14 1.38 “Stipulation” refers to this Stipulation of Settlement.

15 1.39 “Summary Notice” means the Summary Notice, to be published and
16 disseminated as provided in the Preliminary Approval Order, which, subject to approval of the
17 Court, shall be substantially in the form attached hereto as Exhibit A-3.

18 1.40 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs,
19 imposts, and other charges of any kind (together with any and all interest, penalties, additions to
20 tax and additional amounts imposed with respect thereto) imposed by any governmental authority,
21 including those referenced in ¶16(c) below.

22 1.41 “Underwriter Defendants” means and includes each of the following
23 entities that served as underwriters in connection with the IPO: J.P. Morgan Securities LLC,
24 Merrill Lynch, Fenner & Smith Incorporated, William Blair & Company, L.L.C. and Stifel,
25 Nicolaus & Company, Incorporated.

26 1.42 “Unknown Claims” means any and all Released Claims of every nature and
27 description against the Released Defendants’ Parties which any Lead Plaintiff or any Class

1 Member does not know or suspect to exist in his, her or its favor at the time of their release of the
2 Released Claims, and any and all Released Defendants' Claims of every nature and description
3 against the Released Plaintiffs' Parties which any Defendant or any of their Related Parties does
4 not know or suspect to exist in his, her or its favor at the time of their release of the Released
5 Defendants' Claims, and including without limitation those which, if known by such Lead
6 Plaintiff, Class Member or Defendant, might have affected his, her or its decisions with respect to
7 the Settlement or the releases. With respect to any and all Released Claims and Released
8 Defendants' Claims, the Parties agree that, upon the Effective Date, Lead Plaintiffs and each
9 Defendant shall expressly waive, and each Class Member shall be deemed to have waived, and by
10 operation of the Judgment shall have waived, any and all rights and benefits conferred by any law
11 of any state or territory of the United States, or any principle of common law, which is similar,
12 comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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

17 **II. THE SETTLEMENT AMOUNT**

18 2. In exchange for the settlement of all claims at issue in the Action and the releases
19 specified herein, EndoChoice agrees to cause US \$8,500,000.00 in cash (the "Settlement
20 Amount") to be timely paid into the Escrow Account. The Settlement Amount includes all
21 attorneys' fees and costs, any service awards to any plaintiff, and all costs associated with
22 providing notice to the Class and administering the Settlement Fund and the settlement claims
23 process. The Underwriter Defendants shall not be required to make any payments under the
24 Settlement.

25 3. The Escrow Agent will furnish to EndoChoice's undersigned counsel instructions
26 for payment of the Settlement Amount into the Escrow Account, including wire transfer and
27 related payment instructions, telephone and e-mail contact information and a physical address for
28 the Escrow Agent, and a completed IRS Form W-9 for the Settlement Fund, including an address
29 and tax ID number.

1 4. Within 30 calendar days following the later of: (i) entry of the Preliminary Approval
2 Order; or (ii) receipt by EndoChoice's undersigned counsel of the payment instructions consisting
3 of wire transfer and related payment instructions, telephone and e-mail contact information and a
4 physical address for the Escrow Agent, and a completed IRS Form W-9 for the Settlement Fund,
5 including an address and tax ID number as referenced in ¶3, EndoChoice will pay, or cause to be
6 paid, the entirety of the Settlement Amount on behalf of all Defendants into the Escrow Account,
7 in accordance with those instructions.

8 5. If the entire Settlement Amount is not timely paid to the Escrow Agent, Lead
9 Plaintiffs may terminate the Settlement but only if: (a) Class Counsel has notified Defendants'
10 counsel in writing of Class Counsel's intention to terminate the Settlement; and (b) the entire
11 Settlement Amount is not transferred to the Escrow Agent within 10 calendar days after Class
12 Counsel have provided such written notice. Failure by Class Counsel and/or the Escrow Agent to
13 timely furnish adequate payment instructions to EndoChoice shall not be a basis for termination
14 under this section, and any delay in providing such instructions shall instead simply extend the
15 period in which the Settlement Amount must be paid by an equivalent number of days.

16 6. Upon receipt, the Escrow Agent shall deposit the Settlement Amount into a
17 segregated Escrow Account maintained by the Escrow Agent.

18 7. Other than the obligation of EndoChoice to cause the payment of the Settlement
19 Amount pursuant to ¶¶2-4, the Defendants shall have no obligation to make any other payments
20 into the Escrow Account or to any Class Member or to any Plaintiffs' Counsel pursuant to this
21 Stipulation. The Settlement Amount includes all attorneys' fees and costs, any court-approved
22 award to any plaintiff, and all costs associated with providing notice to the Class and administering
23 the settlement fund and the settlement claims process.

24 8. This Settlement is made on a non-recapture basis, *i.e.*, it is not a claims-made
25 settlement. If the Settlement embodied by this Stipulation obtains final judicial approval and
26 becomes Final and the Effective Date occurs, no Defendant nor any Defendant's insurer shall have
27 any ability to get back any of the Settlement Amount.

1 **III. THE ESCROW AGENT**

2 9. The Escrow Agent shall invest the Settlement Amount deposited into the Escrow
3 Account pursuant to ¶2 hereof in United States Agency or Treasury Securities or other instruments
4 backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully
5 insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of
6 these instruments as they mature in similar instruments at their then-current market rates. All risks
7 related to the investment of the Settlement Fund in accordance with the investment guidelines set
8 forth in this paragraph shall be borne by the Settlement Fund, and the Released Defendants' Parties
9 shall have no responsibility for, interest in, or liability whatsoever with respect to investment
10 decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

11 10. The Escrow Agent shall permit Lead Counsel or the Claims Administrator to
12 withdraw from the Escrow Account the reasonable and necessary costs of administration, notice
13 to Class Members, and relevant Taxes without further order of the Court as set forth in ¶¶14 and
14 16 below. Other than amounts disbursed for providing notice to the Class, customary
15 administration costs, Taxes and Tax Expenses, and for paying the Fee and Expense Award (subject
16 to ¶37), no portion of the Settlement Fund shall be disbursed or distributed until after the
17 occurrence of the Effective Date.

18 11. Subject to further order(s) and/or directions as may be made by the Court, or as
19 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are
20 consistent with the terms of the Stipulation. The Released Defendants' Parties shall have no
21 responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow
22 Agent, or any transaction executed by the Escrow Agent in its capacity as such.

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

26 13. Upon the occurrence of the Effective Date, no Defendant, or any other person or
27 entity who or which paid any portion of the Settlement Amount, shall have any right to the return

1 of the Settlement Fund or any portion thereof for any reason whatsoever (including, without
2 limitation, the number of Proof of Claim and Release forms submitted, the collective amount of
3 recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts
4 to be paid to Authorized Claimants from the Net Settlement Fund), except as set forth in ¶49 below.

5 **IV. PAYMENT FOR AND RESPONSIBILITY FOR NOTICE**

6 14. Prior to the Effective Date, and without further order of the Court, up to \$250,000
7 of the Settlement Fund may be used by Class Counsel to pay, from the Escrow Account, reasonable
8 Notice and Administration Expenses actually incurred. After the Effective Date, Class Counsel
9 may cause the Escrow Agent to pay reasonable Notice and Administration Expenses from the
10 Settlement Fund without further order of the Court.

11 15. Dissemination of the Notice and Summary Notice to Class Members in accordance
12 with this Stipulation and as ordered by the Court shall be the responsibility of the Claims
13 Administrator.

14 **V. TAXES**

15 16. (a) The Parties and the Escrow Agent shall treat the Settlement Fund as a
16 “qualified settlement fund” for purposes of §468B of the Internal Revenue Code of 1986, as
17 amended, and the Treasury Regulations promulgated thereunder. In addition, the Escrow Agent
18 shall timely make such elections as necessary or advisable to carry out the provisions of this
19 paragraph, including, without limitation, the “relation-back election” (as defined in Treas. Reg.
20 §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with
21 the procedures and requirements contained in such regulations. It shall be the responsibility of the
22 Escrow Agent to timely and properly prepare and deliver the necessary documentation for
23 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

24 (b) For the purposes of §468B of the Internal Revenue Code of 1986, as
25 amended, and the Treasury Regulations promulgated thereunder, the “administrator” shall be the
26 Escrow Agent as that term is used in Treas. Reg. §1.468B-2. As administrator, the Escrow Agent
27 shall timely and properly file all informational and other tax returns necessary or advisable with

1 respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg.
2 §1.468B-2(k)). Such returns (as well as the election described in ¶16(a)) shall be consistent with
3 this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest
4 or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund
5 as provided in ¶16(c) hereof.

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

1 **VI. PRELIMINARY APPROVAL ORDER AND SETTLEMENT HEARING**

2 17. Promptly after execution of the Stipulation, Lead Plaintiffs shall submit the
3 Stipulation together with its Exhibits to the Court and shall apply for entry of the Preliminary
4 Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*: (a)
5 the preliminary approval of the settlement as set forth in this Stipulation; (b) the setting of deadlines
6 for the mailing of the Notice and dissemination of the Summary Notice; (c) the setting of deadlines
7 for Class Members to submit Proofs of Claim, requests for exclusion from the Class (“opt-out”
8 requests), or objections to the proposed Settlement, Plan of Allocation and/or the Fee and Expense
9 Application; (d) setting the date for the Settlement Hearing; (e) approval of Class Counsel’s choice
10 of Claims Administrator; and (f) approval of the form and content of the Notice, the Proof of Claim
11 and Release, and the Summary Notice, respectively, substantially in the forms of Exhibits A-1, A-
12 2, and A-3 attached hereto.

13 18. Any Class Member who wishes to opt out of the Settlement must submit a timely
14 written request for exclusion (including any required documentation) on or before the opt out date,
15 in accordance with the Court’s Preliminary Approval Order and the Notice (a “Request for
16 Exclusion”). Group opt-outs, including “mass” or “class” opt outs, are not permitted. Any Class
17 Member who does not submit a timely written request for exclusion will be bound by all Court
18 proceedings, orders and judgments, whether or not he, she, or it timely submits a Proof of Claim
19 and Release.

20 19. Any Class Member who wishes to object to the fairness, reasonableness or
21 adequacy of this settlement or to any aspect of the Fee and Expense Application must do so in the
22 manner specified and within the deadlines specified in the Preliminary Approval Order and the
23 Notice.

24 20. As part of the motion for preliminary approval, Lead Plaintiffs shall request that
25 the Court hold the Settlement Hearing, on a date to occur after notice to Class Members has been
26 given, for the purposes of considering whether to approve the proposed settlement as set forth
27 herein, the proposed Plan of Allocation, and any Fee and Expense Application.

VII. MUTUAL RELEASES

21. Upon the Effective Date, Lead Plaintiffs and the Class Members (on behalf of themselves and their Related Parties), to the maximum extent permitted by law, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims against the Released Defendants' Parties. Upon the Effective Date, Lead Plaintiffs and each of their Related Parties will similarly be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal or administrative forum that asserts the Released Claims against any of the Released Defendants' Parties. In exchange for the mutual releases and other consideration set forth herein, including full payment of the Settlement Amount by or on behalf of Defendants, Lead Plaintiffs will, as provided for in the Judgment, also consent to the dismissal with prejudice of the Action as set forth herein.

22. Upon the Effective Date, each of the Defendants (on behalf of themselves and their Related Parties), to the maximum extent permitted by law, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Defendants' Claims against the Released Plaintiffs' Parties. Upon the Effective Date, Defendants and each of their Related Parties will similarly be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Defendants' Claims against any of the Released Plaintiffs' Parties (including any Plaintiffs' Counsel).

23. The Parties agree that the Court shall retain exclusive and continuing jurisdiction over the Parties and the Class Members to interpret and enforce the terms, conditions, and obligations under this Stipulation.

VIII. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS AND SUPERVISION AND DISTRIBUTION OF THE SETTLEMENT FUND

24. The Claims Administrator, subject to such supervision and direction of the Court as may be necessary or as circumstances may require, shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

25. The Court shall have and retain exclusive jurisdiction over the Settlement Fund, which shall be applied as follows:

- (a) to pay all Notice and Administration Expenses;
- (b) to pay any Taxes and Tax Expenses described in ¶16 hereof;
- (c) to pay attorneys' fees and expenses of Plaintiffs' Counsel (the "Fee and Expense Award"), including any award to any Lead Plaintiff for their service on behalf of the Class, if and to the extent allowed by the Court; and
- (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

26. Following the Effective Date, the Net Settlement Fund shall be distributed to Authorized Claimants in accordance with the terms of the Stipulation (including ¶¶27-31 below), and the Plan of Allocation.

27. Within 120 days after the mailing of the Notice or such other time as may be set by the Court, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim and Release.

28. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a valid Proof of Claim and Release within such period, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to the Stipulation and the settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the

1 Judgment. Notwithstanding the foregoing, Class Counsel shall have the discretion (but not an
2 obligation) to instruct the Claims Administrator to accept late-submitted claims for processing by
3 the Claims Administrator so long as the distribution of the Net Settlement Fund to Authorized
4 Claimants is not materially delayed thereby. Class Counsel shall also have the right, but not the
5 obligation, to advise the Claims Administrator to waive what Class Counsel deem to be *de minimis*
6 or formal or technical defects in any Proof of Claim and Release submitted.

7 29. Proofs of Claim and Release that do not meet the submission requirements may be
8 rejected. Prior to rejecting a Proof of Claim and Release in whole or in part, the Claims
9 Administrator shall attempt to communicate with the claimant in writing to give the claimant the
10 chance to remedy any curable deficiencies in the Proof of Claim and Release submitted. The
11 Claims Administrator shall notify, in a timely fashion and in writing, all claimants whose claims
12 the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting
13 forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be
14 rejected has the right to a review by the Court if the claimant so desires and complies with the
15 requirements of ¶30 below.

16 30. If any claimant whose timely claim has been rejected in whole or in part for curable
17 deficiency desires to contest such rejection, the claimant must, within 20 calendar days after the
18 date of mailing of the notice of the rejection of the claim required in ¶29 above, or a lesser period
19 of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of
20 reasons indicating the claimant's grounds for contesting the rejection along with any supporting
21 documentation, and requesting a review thereof by the Court.

22 31. The Net Settlement Fund shall be distributed to the Authorized Claimants
23 substantially in accordance with the Plan of Allocation set forth in the Notice, which shall be
24 prepared and proposed (subject to approval by the Court) solely by Class Counsel. If there is any
25 balance remaining in the Net Settlement Fund after six months after the date of the initial
26 distribution of the Net Settlement Fund, Class Counsel shall, if feasible, after payment of any
27 outstanding administrative fees or expenses, reallocate (which reallocation may occur on multiple

1 occasions) such balance among Authorized Claimants in an equitable and economic fashion.
2 Thereafter, any balance which remains in the Net Settlement Fund shall be donated to Georgia
3 Legal Services Program Inc., a §501(c)(3) non-profit organization, or to another 501(c)(3) non-
4 profit organization that is unaffiliated with any Plaintiffs' Counsel and approved by the Court.

5 32. Neither the Defendants nor their counsel shall have any responsibility for, interest
6 in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel,
7 the Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in
8 connection with the administration of the settlement or otherwise; (ii) the management,
9 investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the
10 determination, administration, or calculation of claims to be paid from the Settlement Fund; or (v)
11 the payment or withholding of Taxes or Tax Expenses, or any expenses or losses incurred in
12 connection therewith. Defendants will have no involvement in reviewing or challenging claims or
13 in preparing the Plan of Allocation, nor shall Defendants have any liability for any aspect of the
14 selection of the Claims Administrator, the claims administration process, or the Plan of Allocation.

15 33. No Person shall have any claim against Lead Plaintiffs or any Plaintiffs' Counsel,
16 or the Claims Administrator, based on determinations or distributions made substantially in
17 accordance with this Stipulation and the settlement contained herein, the Plan of Allocation, or
18 further order(s) of the Court.

19 34. The Parties agree that any proposed Plan of Allocation of the Net Settlement Fund,
20 including any adjustments made to any Authorized Claimant's claim pursuant thereto, is not a part
21 of the Stipulation and is to be considered by the Court separately from the Court's consideration
22 of the fairness, reasonableness, and adequacy of the settlement set forth in the Stipulation, and any
23 order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the
24 Stipulation or affect the finality of the Court's Judgment approving the Stipulation and the
25 settlement set forth therein, or any other orders entered pursuant to the Stipulation.

IX. PROVISION OF TRANSFER AGENT AND PURCHASE RECORDS

35. For the purpose of identifying and giving notice to the Class, at its expense EndoChoice shall within 10 days following the Court's entry of an order preliminarily approving the Settlement make available, or cause to be made available, to the Claims Administrator the last known names and addresses of potential Class Members (including nominees who hold or held on behalf of potential Class Members) or other identifying information that is available from the Underwriter Defendants' records of Persons who purchased EndoChoice shares from them in the IPO, and from EndoChoice's transfer agent's stock transfer records for EndoChoice common stock for the June 5, 2015 through August 3, 2016 (inclusive) time period.

X. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES

36. Plaintiffs' Counsel may submit an application or applications (the "Fee and Expense Application") to the Court for distributions from the Settlement Fund for: (a) an award of attorneys' fees; (b) reimbursement of expenses, costs or charges incurred by Plaintiffs' Counsel in connection with prosecuting the Action; and (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. In addition, each Lead Plaintiff may apply to the Court for an award of up to \$15,000 from the Settlement Fund for their service to the Class, and Defendants shall take no position on any such application(s) for a service award.

37. Any award of attorneys' fees and expenses to Class Counsel (for allocation among themselves and, as may be appropriate, other Plaintiffs' Counsel in accordance with ¶38) shall be paid solely from the Settlement Fund immediately upon award, subject to Court approval, notwithstanding the existence of any timely filed objections thereto, or potential for appeal or collateral attack on the Settlement or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund (including any interest earned on such amounts) if and when, as a result of any appeal or otherwise, the fee or expense award is lowered or if the Settlement does not become Effective.

38. Following the Court's award of any attorneys' fees, Class Counsel shall distribute the fees as they have agreed or may agree, and may also allocate a portion of the award of

1 attorneys' fees to other Plaintiffs' Counsel in a manner in which Class Counsel believe in good
2 faith reflects the contributions of such counsel to the initiation, prosecution, and resolution of the
3 Action.

4 39. In the event that the Effective Date does not occur, or the Judgment or the order
5 granting (in whole or in part) the Fee and Expense Award is reversed or modified, or this
6 Stipulation is canceled or terminated for any other reason and such reversal, modification,
7 cancellation, or termination becomes Final and not subject to review, then, to the extent that the
8 Fee and Expense Award has been paid, Class Counsel shall, within 10 business days from
9 receiving notice from EndoChoice's counsel or from a court of appropriate jurisdiction, refund to
10 the Settlement Fund such fees and expenses previously paid to it from the Settlement Fund plus
11 interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with
12 such reversal or modification.

13 40. The procedure for and the allowance or disallowance by the Court of any
14 applications by any Plaintiff's Counsel for attorneys' fees and expenses (or by any Lead Plaintiff
15 for an award for their time and expenses directly related to their representation of the Class) to be
16 paid out of the Settlement Fund, are not part of the settlement set forth in this Stipulation, and are
17 to be considered by the Court separately from the Court's consideration of the fairness,
18 reasonableness and adequacy of the settlement set forth in the Stipulation, and any order or
19 proceeding relating to the Fee and Expense Application, including any application for an award
20 by any Plaintiff, or any appeal from any order relating thereto or reversal or modification thereof,
21 shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the
22 Judgment approving the Stipulation and the settlement of the Action set forth therein.

23 41. Defendants and their Related Parties shall have no responsibility for, and no
24 liability whatsoever with respect to, any payment to any Plaintiffs' Counsel from the Settlement
25 Fund, or the allocation among Plaintiffs' Counsel and/or any other person who may assert some
26 claim thereto of any Fee and Expense Award approved by the Court.

XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION

1 42. In the event that the Stipulation is not approved or the Stipulation is terminated,
2 canceled, or fails to become effective for any reason, the Settlement Fund (including accrued
3 interest), less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or
4 due and owing in connection with the settlement provided for herein, shall be refunded pursuant
5 to written instructions from counsel for EndoChoice in accordance with ¶47 herein.

6 43. The Effective Date of the Stipulation shall occur on the first date when each of the
7 following events or conditions has occurred:

- 8 (a) the Settlement Amount has been deposited into the Escrow Account;
- 9 (b) the Court has entered the Preliminary Approval Order, substantially in the
10 form of Exhibit A hereof;
- 11 (c) the Court has entered the Judgment, or a judgment substantially in the form
12 of Exhibit B attached hereto;
- 13 (d) Defendants have not exercised their option to terminate the Stipulation
14 pursuant to ¶46 hereof; and
- 15 (e) the Judgment has become Final, as defined in ¶1.17 hereof.

16 44. Upon the Effective Date, any and all remaining interest or right of the Defendants
17 in or to the Settlement Fund, if any, shall be absolutely and forever extinguished.

18 45. If the events or conditions specified in ¶43 hereof are not met, then the Stipulation
19 shall be canceled and terminated subject to ¶47 hereof, unless Class Counsel and counsel for
20 EndoChoice mutually agree in writing to proceed with the Stipulation.

21 46. Defendant EndoChoice shall have the option in its sole discretion, subject to and as
22 set forth in a separate agreement executed between Lead Plaintiffs and the EndoChoice Defendants
23 (the "Supplemental Agreement"), to terminate the Settlement if, prior to the Settlement Hearing
24 before the Court, Persons who would otherwise be Class Members and who have aggregate
25 recognized claims equal to or greater than the threshold set forth in the Supplemental Agreement
26 seek to exclude themselves from this Settlement. Class Counsel shall, however, have an

1 opportunity to seek retraction of any request for exclusion until the deadline for such retractions
2 as set forth in the Supplemental Agreement. The Supplemental Agreement will not be filed with
3 the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the
4 Supplemental Agreement otherwise be disclosed unless ordered by the Court. If the Court requires
5 that the Supplemental Agreement be filed, the Parties shall request that it be filed under seal or
6 redacted.

7 47. Unless otherwise ordered by the Court, in the event the Stipulation is validly
8 terminated or canceled, or fails to become Final or Effective, within 14 business days after written
9 notification of such event or failure is sent by counsel for EndoChoice or Lead Plaintiffs to the
10 Escrow Agent, the Escrow Agent shall refund the Settlement Fund (including accrued interest),
11 less expenses which have either been disbursed or are chargeable to the Settlement Fund pursuant
12 to ¶¶10, 14 or 16 hereof, pursuant to written instructions from EndoChoice's counsel. The Escrow
13 Agent or its designee shall apply for any tax refund owed on the Settlement Amount and pay the
14 proceeds, after deduction of any fees or expenses incurred in connection with such application(s)
15 for refund, pursuant to written instructions from EndoChoice's counsel.

16 48. In the event that the Stipulation is not approved by the Court or the Settlement set
17 forth herein is validly terminated or fails to become Effective in accordance with its terms, the
18 Parties shall be restored to their respective positions in the Action as of December 11, 2019. In
19 such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.42, 9-11, 14-
20 16(a-c), 39, 42, 46, 47, 48, 49, and 57 hereof, shall be null and void, have no further force and
21 effect, and shall not be used in the Action or in any other proceeding for any purpose, and any
22 judgment or order entered by the Court in accordance with the terms of the Stipulation shall be
23 treated as vacated, *nunc pro tunc*, and shall not be used in the Action or in any other proceeding
24 for any purpose. No order of the Court or modification or reversal on appeal of any order of the
25 Court concerning the Plan of Allocation or the amount of any service award, or any attorneys'
26 fees, costs, expenses, and interest awarded by the Court to any Plaintiffs' Counsel shall operate to

1 terminate or cancel this Stipulation or constitute grounds for cancellation or termination of the
2 Stipulation.

3 49. If the Effective Date does not occur, or if the Stipulation is terminated pursuant to
4 its terms, neither Lead Plaintiffs nor any of their counsel shall have any obligation to repay any
5 amounts disbursed pursuant to ¶¶10, 14 or 16. In addition, any expenses already incurred pursuant
6 to ¶¶10, 14 or 16 hereof at the time of such termination or cancellation but which have not been
7 paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to
8 the balance being refunded in accordance with ¶47 hereof.

9 50. EndoChoice, by and through its parent and Released Party Boston Scientific
10 Corporation, warrants and represents that it is not “insolvent” within the meaning of 11 U.S.C.
11 §101(32) as of the time the Stipulation is executed and will not be as of the time the payment of
12 the Settlement Amount is actually (or have been) transferred or made as reflected in the Stipulation.
13 In the event of a final order of a court of competent jurisdiction, not subject to any further
14 proceedings, determining the transfer of the Settlement Amount to the Settlement Fund, or any
15 portion thereof, by EndoChoice or its insurers to be a voidable preference, voidable transfer,
16 fraudulent transfer, or similar transaction under Title 11 of the United States Code (Bankruptcy),
17 or applicable state law, and any portion thereof is required to be refunded, then the Parties shall
18 jointly move the Court to vacate and set aside the releases given and the Judgment entered in favor
19 of the Defendants, the Parties shall be restored to their litigation positions as of December 11,
20 2019, and the Settlement Fund (less any amounts disbursed pursuant to ¶¶10, 14 or 16) shall be
21 promptly returned.

22 **XII. MISCELLANEOUS PROVISIONS**

23 51. The Parties: (a) acknowledge that it is their intent to consummate this Stipulation;
24 and (b) agree to use their best efforts to effectuate and implement all terms and conditions of the
25 Stipulation and to take all necessary steps to consummate the Settlement.

26 52. The Parties and their respective counsel agree that they will act in good faith and
27 will not engage in any conduct that could frustrate the purpose of this Stipulation.

1 53. Defendants have denied, and continue to deny, each and all of the claims and
2 contentions alleged by Lead Plaintiffs in the Action. The Defendants expressly have denied, and
3 continue to deny, all charges of wrongdoing or liability against them arising out of any of the
4 conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action.
5 Defendants also have denied, and continue to deny, *inter alia*, the allegations that any Lead
6 Plaintiff or Class Members have suffered damage, or were otherwise harmed by the conduct
7 alleged in the Action. Each Defendant asserts, and continues to assert, that any challenged
8 statements attributed to him or it, including the Offering Materials for EndoChoice's IPO,
9 contained no material misstatements or omissions. Defendants have asserted, and continue to
10 assert, that, at all times, they acted in good faith and in a manner reasonably believed to be in
11 accordance with all applicable rules, regulations, and laws.

12 54. Each Defendant reserves all defenses to any claims that may be filed by any opt-
13 outs.

14 55. The determination of the terms and conditions contained herein and the drafting of
15 the provisions of this Stipulation have been by mutual understanding after negotiation, with
16 consideration by, and participation of, the Parties and their counsel. This Stipulation shall not be
17 construed against any Party on the basis that it was the drafter or participated in the drafting. Any
18 statute or rule of construction that ambiguities are to be resolved against the drafting party shall
19 not be employed in the implementation of this Stipulation and the Parties agree that the drafting
20 of this Stipulation has been a mutual undertaking.

21 56. The Parties intend this settlement to be a final and complete resolution of all
22 disputes and claims between them with respect to the Action. The settlement resolves claims
23 which are contested and shall not be deemed an admission by any Party as to the merits of any
24 claim or defense. The Parties agree not to assert in any forum that any Party or its counsel violated
25 any rule, statute or law of Georgia or any other jurisdiction (including Federal Rule of Civil
26 Procedure 11) in connection the commencement, maintenance, defense, litigation and/or
27 resolution of the Action. The Parties further agree that the Settlement Amount and the other terms

1 of the settlement were negotiated in good faith by the Parties, and reflect a settlement that was
2 reached voluntarily after consultation with competent legal counsel. Defendants and Lead
3 Plaintiffs agree that they will not assert that the other (or their counsel) failed to act in good faith
4 with respect to the Action.

5 57. Neither this Stipulation nor the settlement contained herein, nor any act performed
6 or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or
7 may be deemed to be or may be used as an admission of, or evidence of, the validity of any
8 Released Claim, the truth of any of the allegations in the Action of any wrongdoing, fault, or
9 liability of the Defendants or Released Defendants' Parties, or that Lead Plaintiffs or any Class
10 Members have suffered any damages, harm, or loss; or (b) is or may be deemed to be or may be
11 used as an admission of, or evidence of, any fault or omission of any of the Defendants or their
12 respective Related Parties in any civil, criminal, or administrative proceeding in any court,
13 administrative agency, or other tribunal. Neither this Stipulation nor the Settlement, nor any act
14 performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement
15 shall be admissible in any proceeding for any purpose, except to enforce the terms of the
16 Settlement, except that the Defendants and Released Defendants' Parties may file the Stipulation
17 and/or the Judgment in any action that may be brought against them in order to support a defense
18 or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith
19 settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion
20 or similar defense or counterclaim.

21 58. All of the Exhibits to the Stipulation are material and integral parts hereof and are
22 fully incorporated herein by this reference.

23 59. The Stipulation may be amended or modified only by a written instrument signed
24 by or on behalf of all Parties or their respective successors-in-interest.

25 60. The Stipulation and the Exhibits attached hereto and the Supplemental Agreement
26 constitute the entire agreement among the parties hereto, and no representations, warranties or
27 inducements have been made to any party concerning the Stipulation or its Exhibits other than the

1 representations, warranties, and covenants contained and memorialized in such documents.
2 Except as otherwise provided herein, each party shall bear its own costs and expenses.

3 61. Each of the undersigned counsel executing this Stipulation represents and warrants
4 that it has full and valid authority to do so on behalf of their respective clients.

5 62. This Stipulation may be executed by exchange of faxed or scanned executed
6 signature pages, and any signature thereby transmitted for the purpose of executing this Stipulation
7 shall be deemed an original signature for purposes of this Stipulation having the same force and
8 effect as an original signature. This Stipulation may be executed in one or more counterparts, each
9 of which shall be deemed an original, but all of which, taken together, shall be deemed to constitute
10 one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

11 63. The Stipulation shall be binding upon, and inure to the benefit of, the successors
12 and assigns of the Parties hereto, including any corporation or other entity into or with which any
13 Party merges, consolidates, or reorganizes or has merged, consolidated, or reorganized.

14 64. The Court shall retain jurisdiction with respect to implementation and enforcement
15 of the terms of the Stipulation, and all Parties submit to the jurisdiction of the Court for purposes
16 of implementing and enforcing the Settlement embodied in the Stipulation and matters related to
17 the Settlement.

18 65. Pending approval of the Court of the Stipulation and its Exhibits the Parties agree
19 to (a) promptly and jointly ask the Court to stay all non-settlement related proceedings in the
20 Action, and to (b) refrain from taking any action to enforce any existing litigation deadlines in the
21 Action.

22 66. This Stipulation and the Exhibits hereto shall be considered to have been
23 negotiated, executed and delivered, and to be wholly performed, in the State of Georgia, and the
24 rights and obligations of the Parties hereto shall be construed and enforced in accordance with,
25 and governed by, the internal, substantive laws of the State of Georgia without giving effect to that
26 State's choice-of-law principles, except to the extent that federal law requires that federal law
27 controls.

1 IN WITNESS WHEREOF, the Parties hereto have caused the Stipulation to be executed,
2 by their duly authorized attorneys, as of January 30, 2020.

3 Dated: January 30, 2020

SCOTT+SCOTT ATTORNEYS AT LAW LLP

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[EXHIBIT A to ENDOCHOICE STIPULATION]

**IN THE SUPERIOR COURT OF FULTON COUNTY
BUSINESS CASE DIVISION
STATE OF GEORGIA**

IN RE ENDOCHOICE HOLDINGS, INC.
SECURITIES LITIGATION

Civil Action File No. 2016 CV 277772

(Consolidated with Civil Action No.
2016 CV 281193)

CLASS ACTION

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION
SETTLEMENT AND PROVIDING FOR ISSUANCE OF NOTICE**

WHEREAS, Lead Plaintiffs, on behalf of themselves and the Class (defined below), and Defendants have agreed to settle and dismiss with prejudice all claims asserted in this Action upon the terms and conditions set forth in the Stipulation of Settlement dated January 30, 2020 (the “Stipulation”), subject to approval of this Court¹;

WHEREAS, Lead Plaintiffs, in accordance with the Stipulation, have made a motion pursuant to O.C.G.A. §9-11-23(e) of the Georgia Civil Practice Act for an order preliminarily approving the settlement of the Action, and the Court having read and considered Lead Plaintiffs’ motion for preliminary approval and supporting papers, the Stipulation and the Exhibits annexed thereto;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Approval of the Settlement.** The Court does hereby preliminarily approve the Stipulation and the Settlement set forth therein, subject to further consideration at the Settlement Hearing described below. The Court further finds that: (a) the Stipulation resulted from arm’s-length negotiations; and (b) the Settlement is sufficiently fair, reasonable and adequate as to the Class Members to warrant giving notice of the Settlement to Class Members and holding a Settlement Hearing.

¹ For purposes of this Order, the Court adopts all defined terms as set forth in the Stipulation, and the terms used herein have the same meaning as in the Stipulation.

2. **Settlement Hearing.** The Settlement Hearing shall be held before this Court on _____, 2020, at ____:____.m. EDT² to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to the Class and should be approved by the Court; whether the Judgment as provided in the Stipulation should be entered herein; whether the proposed Plan of Allocation should be approved; whether to approve the Lead Plaintiffs' application for an award for their service to the Class; and to determine the amount of fees and expenses that should be awarded to Plaintiffs' Counsel.

3. The Court may adjourn the Settlement Hearing without further notice to Class Members and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

4. **Class Certification.** The Court, pursuant to O.C.G.A. §9-11-23(e), hereby confirms its prior Order in this Action, entered February 14, 2018 and subsequently affirmed *sub nom. EndoChoice Holdings., Inc. v. Raczewski*, 830 S.E. 2d 597 (Ga. Ct. App. 2019), which certified a Class as follows: All Persons who purchased shares of EndoChoice common stock pursuant or traceable to EndoChoice's IPO Offering Materials on or before August 3, 2016, and who were damaged thereby, but excluding Defendants; the past and current officers and directors of EndoChoice and the Underwriter Defendants, the legal representatives, parents, subsidiaries, heirs, immediate family members, successors and assigns of any excluded Person; and any entity in which any of the above excluded Persons has or had a controlling equity interest. Also excluded from the Class, pursuant to O.C.G.A. §9-11-23(c)(2)(A), will be any Person that validly requests exclusion from the Class in accordance with the procedures set forth below in this Order.

5. **Class Findings.** In certifying the Class, the Court similarly reaffirms that it finds that the Class satisfies the requirements of O.C.G.A. §9-11-23(a) and (b)(3) in that: (a) the number of Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Lead Plaintiffs Jesse Bauer

² The Parties requested that this date be approximately 100 days from the date of entry of this Order, which would be equal to 80 days from the Notice Date as defined in ¶8(b) below.

and Kenneth Raczewski (the Court-appointed class representatives) are typical of the claims of the Class they represent; (d) Lead Plaintiffs have, and will continue to, fairly and adequately represent the interests of the Class; (e) the questions of law and fact common to the Class Members predominate over any questions affecting only individual Class Members; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy. The Court also hereby reaffirms its appointment of Lead Plaintiffs as class representatives and of Class Counsel as counsel for the certified Class.

6. **Approval of Form and Content of the Notice.** The Court approves, as to form and content: (a) the Notice of Proposed Settlement of Class Action, Motion for Attorneys' Fees and Settlement Fairness Hearing (the "Notice"); (b) the Proof of Claim and Release form; and (c), the Summary Notice, respectively, which are annexed as Exhibits A-1, A-2 and A-3, respectively, to the Stipulation. The Court further finds that the mailing and distribution of the Notice and publishing of the Summary Notice substantially in the manner and form set forth in this Order meet the requirements of O.C.G.A. §9-11-23(c)(2) and Due Process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

7. **Retention of Claims Administrator and Manner of Giving Notice.** The Court appoints KCC Class Action Services LLC (the "Claims Administrator") to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) within 10 days of the date of entry of this Order, EndoChoice shall, at its own cost, provide to the Claims Administrator, in electronic format, the shareholder lists referenced in ¶35 of the Stipulation (consisting of names and addresses of Persons who purchased EndoChoice common stock in the IPO and/or held shares of its publicly traded common stock during the period June 5, 2015 through August 3, 2016, inclusive);

(b) not later than 20 days after the date of entry of this Order (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim and Release (the "Notice Packet"), substantially in the forms annexed as Exhibits A-1 and

A-2 to the Stipulation of Settlement and this Order, to be mailed by first class mail to all Class Members who can be identified with reasonable effort;

(c) contemporaneously with the mailing of the Notice Packet, the Claims Administrator shall cause the Stipulation and its Exhibits and a copy of the Notice to be posted on a website to be developed for the Settlement, from which copies of the Notice Packet can be downloaded;

(d) not later than 10 days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit A-3 to the Stipulation and this Order, to be published once in *Investors Business Daily*, and to be transmitted once over the *PR Newswire*; and

(e) Not later than seven days before the Settlement Hearing, Class Counsel shall cause to be filed with the Court proof, by affidavit or declaration, of such mailing, publishing and posting.

8. **Nominee Procedures.** Nominees who purchased or acquired EndoChoice's common stock pursuant to the IPO or purchased or acquired EndoChoice's publicly traded common stock between the close of trading at 4:00 p.m. EDT on June 4, 2015 through August 3, 2016, inclusive, are hereby directed to send the Notice and the Proof of Claim and Release to all beneficial owners of such common stock within 20 days after receipt thereof, or to send a list of the names and addresses of such beneficial owners to the Claims Administrator within 20 days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and the Proof of Claim and Release to such beneficial owners. If the Nominee chooses to mail the Notice and Proof of Claim and Release, upon such mailing, they must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses of the beneficial owners for any future mailings. Upon receiving appropriate supporting documentation, Class Counsel shall, if requested, reimburse out of the Settlement Fund banks, brokerage houses, or other nominees solely for their reasonable out-of-pocket expenses (not to exceed \$0.75 per unit mailed) incurred in providing the Notice to beneficial owners who are Class

Members, which expenses would not have been incurred except for the sending of such Notice, subject to further order of this Court with respect to any dispute concerning such reimbursement. If the Nominee chooses to provide a list of names and addresses of such beneficial owners to the Claims Administrator, upon receiving appropriate supporting documentation, Class Counsel shall, if requested, reimburse out of the Settlement Fund banks, brokerage houses, or other nominees solely for their reasonable out-of-pocket expenses (not to exceed \$0.15 per Class Member identified) incurred in identifying these beneficial owners, subject to further order of this Court with respect to any dispute concerning such reimbursement.

9. **Participation in Settlement.** Class Members (other than those Persons who may timely and validly request exclusion from the Class) who wish to participate in the settlement must complete and submit, or cause to be completed and submitted, a Proof of Claim and Release form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proof of Claim and Release forms must be postmarked no later than 120 calendar days after the Notice Date. Notwithstanding the foregoing, Class Counsel may, at its discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the Class. By submitting a Proof of Claim and Release, a Person shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its claim and the subject matter of the Settlement.

10. Each Proof of Claim and Release Form submitted must satisfy the following conditions: (a) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional and holding information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by Class Counsel or the Claims Administrator; (c) if the Person executing the Proof of Claim and Release Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Claimant must be

included in the Proof of Claim and Release Form to the satisfaction of Class Counsel or the Claims Administrator; and (d) the Proof of Claim and Release Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

11. Any Class Member that does not timely and validly submit a Proof of Claim and Release form or whose claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment, and the releases provided for therein, whether favorable or unfavorable to the Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Claims against each and all of the Released Defendants' Parties, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Proof of Claim and Release Forms may be accepted for processing as set forth in ¶9 above.

12. **Procedures for Class Members to Exclude Themselves from the Class.** Any Person falling within the definition of the Class may, upon timely request accepted by the Court, be excluded from the Class. Unless otherwise ordered by the Court, for the request for exclusion to be valid, any such Person must submit to the Claims Administrator a request for exclusion ("Request for Exclusion") in writing within the time and in the manner and form set forth in the Notice, which shall provide that (a) any such Request for Exclusion must be mailed or delivered such that it is received no later than 21 calendar days prior to the Settlement Hearing, to *EndoChoice Securities Litigation*, EXCLUSIONS, c/o EndoChoice, Inc. Securities Litigation, c/o KCC Class Action Services, 3301 Kerner Boulevard, San Rafael, CA 94901; and (b) any Request for Exclusion must (i) state the name, address, and telephone number of the Person requesting exclusion (and in the case of entities, the name and telephone number of the appropriate contact person); (ii) state that the Person "requests to be excluded from the Class in the *EndoChoice*

securities litigation, Case No. 2016 CV 277772”; (c) state the number of shares of EndoChoice common stock that such Person purchased and sold after the 4:00 p.m. EDT close of trading on the New York Stock Exchange (“NYSE”) on June 4, 2015 through the 4:00 p.m. EDT close of trading on the NYSE on August 3, 2016 (the “Relevant Period”), including the dates of purchase or sale, the number of shares purchased and/or sold, and the price paid or received per share for each such purchase or sale; and (d) be signed by the Person requesting exclusion or an authorized representative. A Person that requests exclusion from the Class must also include copies of documents sufficient to show the number of shares of EndoChoice common stock he, she or it purchased and sold during the Relevant Period, including the dates of purchase or sale, the number of shares purchased and/or sold, and the price paid or received per share for each such purchase or sale. A Request for Exclusion shall not be effective or valid unless it provides all the information required under this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

13. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in the preceding paragraph shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Settlement or the Judgment entered in this Action.

14. All Class Members (other than those Persons or entities who shall timely and validly request exclusion from the Class) shall be bound by all determinations and judgments in the Action concerning the settlement, whether favorable or unfavorable to the Class.

15. **Appearance and Objections at Settlement Hearing.** Any Member of the Class who does not request exclusion from the Class may enter an appearance in this Action, at his, her or its own expense, individually or through counsel of his, her or its own choice. If they do not enter an appearance, Class Counsel will represent them.

16. Any Member of the Class (other than those Persons or entities who timely and validly request exclusion from the Class) may appear and show cause, if he, she, or it has any reason why the proposed Settlement of the Action should or should not be approved as fair,

reasonable, and adequate, why a Judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and expenses should or should not be awarded to Plaintiffs' Counsel, or why any of the Lead Plaintiffs should or should not be granted an award for their service, including reasonable time and expenses incurred, in representing the Class Members. A Class Member or other Person who wishes to object to the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, or any aspect of Plaintiffs' Counsel's Fee and Expense Application or any proposed service award to Lead Plaintiffs must (a) file a written objection (together with any papers or briefs in support of their objection) with the Clerk of the Superior Court of the State of Georgia for Fulton County, Business Case Division, no later than 21 calendar days before the Settlement Hearing, and must also (b) serve copies of such objection (and any supporting papers) on representatives of Class Counsel and EndoChoice's Counsel at the addresses set forth below (and in the Notice) such that they are received no later than 21 calendar days before the Settlement Hearing.

For Class Counsel:

Scott + Scott Attorneys at Law LLP
Attn: William C. Fredericks, Esq.
The Helmsley Building
230 Park Avenue, 17th Floor
New York, NY 10169-1820

For EndoChoice's Counsel

King & Spalding, LLP
Attn: Benjamin Lee, Esq.
1180 Peachtree Street, NE
Suite 1600
Atlanta, GA 30309-3521

17. Any objections, filings and other submissions by an objecting Class Member: (a) must state the name, address, and telephone number of the Person making the objection (and in the case of entities, the name and telephone number of the appropriate contact person); (b) must contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention; (c) must include copies of documents sufficient to prove the objector's membership in the Class, including documents showing the number of shares of EndoChoice common stock that the objector purchased and sold during the Class Period, the dates of purchase or sale, the number of shares purchased and/or sold, and the price paid or received per share for each such purchase or sale; and (d) must be signed by the objector or an authorized representative.

Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection 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 at the Settlement Hearing.

18. Any Member of the Class who does not make his, her, or its objection in the manner set forth above shall be deemed to have waived such objection and shall forever be foreclosed from making any such objection, unless otherwise ordered by the Court.

19. **Stay and Temporary Injunction.** Pending final determination by the Court as to whether the Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate and should be finally approved, and whether the Judgment dismissing the Action with prejudice should be approved, no Class Member, either directly, representatively or in any other capacity, shall assert, commence, or prosecute against any of the Defendants or the Released Defendants' Parties, any of the Released Claims in this Action, or in any other proceeding or forum. Pending the Settlement Hearing, all further proceedings in this Action, other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation, are hereby stayed.

20. **Settlement Administration Fees and Expenses.** All reasonable expenses incurred in providing notice to Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation in an amount up to \$250,000 without further order of the Court. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Lead Plaintiffs nor Class Counsel (or any other Plaintiffs' Counsel) have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, as set forth in the Stipulation.

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

22. **Taxes.** Class Counsel is authorized and directed to prepare, or cause to be prepared, any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Settlement.

23. **Supporting Papers.** All papers in support of the Settlement, the proposed Plan of Allocation, the Fee and Expense Application, and the Lead Plaintiffs' application for a service award shall be filed and served not later than 35 calendar days prior to the Settlement Hearing; and reply papers, if any, in further support of the Settlement, the proposed Plan of Allocation, the Fee and Expense Application and any application for a service award to Lead Plaintiffs shall be filed and served no later than seven calendar days prior to the Settlement Hearing.

24. Defendants are responsible for funding the Settlement Amount as set forth in the Stipulation; however, neither the Defendants nor any of the Released Defendants' Parties shall have any responsibility for or liability with respect to any Plan of Allocation, Plaintiffs' Counsel's Fee and Expense Application, or the Lead Plaintiffs' application for a service award, and such matters will be considered separately from the fairness, reasonableness and adequacy of the Settlement.

25. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead Plaintiffs and any Fee and Expense Application (including Lead Plaintiffs' application for a service award) shall be approved.

26. **Use of this Order.** This Order, the Stipulation, any of its terms or provisions, any of the negotiations, proceedings or agreements relating to the Stipulation, and all acts performed or documents executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) shall not be construed as an admission or concession by any of the Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind; and (b) shall not be construed as, or deemed to be evidence of or an admission or concession that Lead Plaintiffs or any Class Members have suffered any damages, harm, or loss.

27. **Termination or Non-occurrence of Effective Date.** In the event that the Settlement does not become effective or is terminated in accordance with the terms of the Stipulation of Settlement or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants, then this Order shall be rendered null and void to the extent provided by, and in accordance with, the Stipulation and shall be vacated, and in such event all orders entered and Releases delivered or provided for in connection therewith shall be null and void to the extent provided by and in accordance with the Stipulation of Settlement.

28. **Retention of Jurisdiction.** The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

SO ORDERED this __ day of _____, 2020

HON. ELIZABETH E. LONG, SENIOR JUDGE
Superior Court of Fulton County
Business Case Division
Atlanta Judicial Circuit

a. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT¹

If you purchased common stock of EndoChoice Holdings, Inc. (“EndoChoice” or the “Company”) between the 4:00pm EDT close of U.S. trading markets on June 4, 2015 and August 3, 2016, inclusive, and were damaged thereby, you could receive a payment from a class action settlement.

*The Superior Court of the State of Georgia for Fulton County (the “Court”) authorized this notice.
This is not a solicitation from a lawyer.*

- The proposed Settlement, if approved by the Court, will provide \$8,500,000 in cash to pay claims of eligible Class Members who purchased EndoChoice common stock on or before August 3, 2016 pursuant or traceable to the Offering Materials issued in connection with EndoChoice’s June 5, 2015 Initial Public Offering (the “IPO”).
- “Offering Materials” means the May 5, 2015 registration statement filed by EndoChoice with the SEC on Form S-1 (including the amendments thereto filed on Form S-1/A through June 3, 2015) which was declared effective after the 4:00 p.m. EDT close of U.S. trading markets of June 4, 2015, together with the final prospectus dated June 5, 2015 (the “Prospectus”) and certain other materials deemed to be incorporated therein as a matter of law.
- The Settlement resolves the consolidated class action lawsuit captioned *In re EndoChoice Holdings, Inc. Securities Litig.*, C.A. No 2016 CV 277772 (the “Action”), which alleged that EndoChoice and the other named Defendants (defined below) made material misrepresentations, and failed to disclose material facts that they were required to disclose, in the Offering Materials.
- “Defendants” refers to, collectively, (i) EndoChoice; (ii) current or former EndoChoice officers and/or directors Mark G. Gilreath, David N. Gill, R. Scott Huennekens, James R. Balkcom, Jr., J. Scott Carter, D. Scott Davis, David L. Kaufman, and Rurik G. Vandevenne (the “Individual Defendants” and, collectively with EndoChoice, the “EndoChoice Defendants”); and (iii) J.P. Morgan Securities LLC, Merrill Lynch, Fenner & Smith Incorporated, William Blair & Company, L.L.C. and Stifel, Nicolaus & Company, Incorporated (collectively, the “Underwriter Defendants”).
- The Lead Plaintiffs and Defendants disagree on whether plaintiffs, on behalf of themselves and the certified Class (as defined below) would have won at trial, and if so, the amount of damages that they could have recovered. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them.
- 7,302,500 (7.3025 million) shares of EndoChoice common stock were issued pursuant or traceable to the Offering Materials. If valid claims are submitted for all of these 7.3025 million damaged shares, plus the roughly 1,890,000 (1.89 million) additional damaged shares representing investor short interest, the estimated distribution per damaged share will be approximately \$0.925 before deduction of Court-approved administrative costs and any attorneys’ fees and expenses awarded to Plaintiffs’ Counsel for their work on behalf of the Class.
- Plaintiffs’ Counsel, who have litigated the Action on a fully contingent basis and advanced all costs of litigation on behalf of the Class since it was filed in 2016, will submit a Fee and Expense Application asking the Court for an award of attorneys’ fees of up to one third of the Settlement amount (or \$0.31 per damaged share), and reimbursement of their expenses of up to \$190,000 (or \$0.02 per damaged share), for their work

¹ All capitalized terms used but not otherwise defined in the Notice have the same meaning as in the Stipulation of Settlement dated January 30, 2020 (the “Stipulation”), which can be reviewed at www.EndoChoiceSecuritiesLitigation.com.

in litigating and ultimately settling the Action, and the two Lead Plaintiffs may also apply for an award for their service to the Class not to exceed \$15,000 each. If approved, these awards will be payable and deducted from the \$8,500,000 Settlement Fund.

- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement, and after any appeals are resolved. Please be patient.
- **Your legal rights are affected whether you act or don't act. Read this Notice carefully.**

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
SUBMIT A PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") BY NO LATER THAN _____, 2020	The only way to get a payment if you have a Recognized Loss. Unless otherwise extended by the Court, properly completed Claim Forms must be postmarked on or before _____, 2020. See Response to Question 11 below.
EXCLUDE YOURSELF FROM THE CLASS BY NO LATER THAN _____, 2020	Get no payment. This is the only option that might allow you to ever be part of any other lawsuit against the Defendants and their Related Parties concerning the Released Claims at issue. See Response to Question 14 below.
OBJECT BY NO LATER _____, 2020	Write to the Court about why you do not like the Settlement, proposed Plan of Allocation, Fee and Expense Application, or any requested service award. You may, but are not required to, appear at the Settlement Hearing. See Response to Question 19 below.
GO TO A COURT HEARING ON WHETHER TO APPROVE THE SETTLEMENT AND RELATED APPLICATIONS (the "Settlement Hearing") ON _____, 2020	You may ask to speak in Court about the fairness of the Settlement and any related applications. See Response to Questions 21-23 below.
DO NOTHING	Get no payment. Give up rights.

The Court presiding over this Action must decide whether to approve the Settlement and related applications. Payments to Class Members will be made only if the Court approves the Settlement and any appeals are resolved, and only after the Claims Administrator has finished reviewing and processing all Claim Forms. Please be patient.

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

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

William C. Fredericks, Esq
SCOTT+SCOTT Attys at Law
LLP
230 Park Avenue, 17th Floor
New York, NY 10169-1820
Tel.: (212) 223-6444
Fax: (212) 223-6334
wfedericks@scott-scott.com

Shannon L. Hopkins, Esq.,
LEVI & KORSINSKY, LLP
1111 Summer St, Suite 403,
Stamford, CT 06905
Tel: (203) 992-4523
Fax: (212) 363-7171
shopkins@zlk.com

KCC Class Action Services
c/o EndoChoice Securities Litig.
PO Box 43034
Providence, RI 02940-3034
Tel.: (866) 610-7723
info@
EndoChoiceSecuritiesLitigation.com

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BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased EndoChoice common stock between the close of business on June 4, 2015 and August 3, 2016, pursuant or traceable to the Offering Materials issued in connection with EndoChoice’s IPO. The Court directed that this Notice be sent to potential Class Members because they have a right to know about a proposed settlement of this class action lawsuit, and about their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and any appeals are favorably resolved, the court-appointed Claims Administrator (KCC Class Action Services, LLC “KCC”) will make payments to eligible Class Members that have timely submitted valid Claim Forms, in accordance with the Plan of Allocation.

The Court in charge of the case is the Superior Court of the State of Georgia, Fulton County (Business Division), and the case is *In re EndoChoice Holdings, Inc. Securities Litig.*, C.A. No 2016 CV 27772 (the “Action”).

2. What is this lawsuit about?

At all relevant times, EndoChoice designed, manufactured and marketed products used by doctors and other gastrointestinal (“GI”) caregivers. Until 2013, EndoChoice’s business consisted of: (1) the sale of single-use therapeutic and infection control products; and (2) GI pathology services. Beginning in January 2013, the Company began to develop and manufacture endoscopes and related imaging equipment that were marketed as parts of an endoscopy system known as “FUSE.” FUSE endoscopes purportedly enabled a GI specialist to view more than twice the anatomy of a colon at any one time (as compared to competing colonoscopes) by offering a 330° view of the colon during a colonoscopy (as compared to the 140° to 170° view offered by competitors), and purportedly had the ability to detect more pre-cancerous polyps. EndoChoice began selling the first generation (Gen1) FUSE system in December 2013 and launched its second generation (Gen2) product in early 2015.

On or about June 5, 2015, pursuant to the Offering Materials, EndoChoice conducted its IPO at an IPO offering price of \$15.00 per share. EndoChoice's common stock thereafter traded on the New York Stock Exchange under the ticker symbol "GI."

The Consolidated Complaint ("Complaint"), filed December 2, 2016, alleges that the Offering Materials contained material misstatements and/or omitted material information concerning then-existing (1) defects with EndoChoice's FUSE endoscopy system; (2) deficiencies in the quality and capabilities of the Company's salesforce as of the IPO; (3) a shortage of "demo units" of the Gen2 FUSE, which were allegedly critical to the salesforce's ability to successfully market the FUSE system to prospective buyers; and (4) the inability of EndoChoice to increase the growth rate of its business, revenues and earnings. Lead Plaintiffs further allege that, as of the time of the IPO and thereafter, EndoChoice's stock price was artificially inflated, and that EndoChoice investors suffered losses as the truth about the Company's problems was eventually disclosed.

In particular, the Complaint identifies various partial corrective disclosure dates on which EndoChoice's share price fell following disclosure of adverse news about the Company. For example, on November 5, 2015, EndoChoice disclosed that sales of FUSE systems had declined in the 3rd quarter of 2015 (the first full quarter after the IPO) on a sequential basis from the previous quarter, and that its FUSE sales force was only then (5 months after the IPO) "coming together." Promptly after these disclosures, EndoChoice stock fell roughly 22%, from \$10.28 to \$8.01 per share. Similarly, on January 8, 2016, the Company again announced disappointing FUSE revenue and sales results, and its stock fell another 14%, from \$8.17 to \$7.03 per share. After markets closed on May 4, 2016, EndoChoice again announced disappointing FUSE sales for the 1st quarter of 2016 and plans to launch a more "reliable" third generation ("Gen3"); following these disclosures and related negative analyst commentary, EndoChoice's common stock fell another 11% from \$5.46 to \$4.83 per share on May 5, 2016. After trading markets closed on August 3, 2016, the Company again reported disappointing FUSE results, announcing reduced earnings guidance and a \$12.6 million writedown in its valuation of certain FUSE-related assets. The next day, August 4, 2016, EndoChoice's share price fell another 21%, closing at \$4.13 per share.

Each Lead Plaintiff filed a separate lawsuit in 2016 seeking money damages against the Defendants for their alleged violations of the Securities Act of 1933. Defendants deny all of Lead Plaintiffs' allegations, deny that they made any false or misleading statements or otherwise did anything wrong, and deny that anything they did caused damages to Lead Plaintiffs or the Class.

3. What has happened so far in the Action?

On January 17, 2017, the EndoChoice Defendants and the Underwriter Defendants filed separate motions to dismiss the Complaint. Lead Plaintiffs filed papers opposing these motions. Following oral argument, on May 2, 2017, the Court entered an order which denied Defendants' motions to dismiss, but also held that certain statements alleged in the Complaint to have been misleading were not actionable as a matter of law.

On May 26, 2017, Lead Plaintiffs filed their Motion for Class Certification. After four months of discovery relating to class certification (during which Defendants deposed both Lead Plaintiffs), and following full briefing and oral argument, on February 14, 2018 the Court issued an Order (the "February 2018 Order") that (a) certified the Class (except that it narrowed the Class to include only those who purchased EndoChoice common stock pursuant or traceable to EndoChoice's Offering Materials on or before August 3, 2016); (b) appointed the Lead Plaintiffs to serve as class representatives of the certified Class; and (c) appointed the Scott+Scott and Levi & Korsinsky firms to serve as Class Counsel. Defendants then appealed the February 2018 Order to the Georgia Court of Appeals. After further briefing and oral argument by the Parties, on June 28, 2019 the Court of Appeals issued an opinion (*see EndoChoice Holdings, Inc. v. Raczewski*, 830 S.E.2d 597 (Ga. Ct. App. 2019)) that affirmed the earlier February 2018 Order granting class certification.

In late July 2019, the Action was transferred back to the Court (from the appellate court), and the automatic stay of non-class certification related discovery that had previously been in effect was lifted. In August, Lead Plaintiffs served Defendants with their first sets of Requests for Production of Documents and Interrogatories. In September

2019, the Court entered a Case Management Order (CMO), which established deadlines for the completion of fact and expert discovery.

In August 2019, counsel for the Parties discussed whether it might be productive to engage an independent mediator to explore the possibility of negotiating a settlement. The Parties thereafter agreed in October 2019 to retain a highly experienced mediator of complex litigation and securities class actions, Robert M. Meyer, Esq., of JAMS (the “Mediator”), subject to the understanding that, unless and until any mediation process resulted in an actual agreement to settle, merits discovery under the terms of the CMO would continue and the CMO’s litigation deadlines would remain in place.

On November 27, 2019, the EndoChoice Defendants filed a motion to decertify the Class, arguing that individualized questions as to Class Members’ knowledge of the alleged misrepresentations and omissions at issue would predominate over questions common to all Class Members.

While continuing to vigorously litigate the case and various discovery matters (which included the submission of certain discovery disputes to the Court), in November and early December 2019 the Parties also prepared and exchanged detailed mediation briefs (and accompanying exhibits) that addressed both merits and damages issues. All Parties, by their counsel, then participated in a full day, arms’-length and face-to-face mediation session at JAMS’s offices in New York under the auspices of the Mediator. Although the Parties were unable to reach an agreement at the December 6, 2019 mediation session, at the end of the mediation the Mediator made a “mediator’s proposal” to settle the claims at issue for \$8.5 million in cash. Several days later, both Parties agreed (subject to approval by the Court) to resolve the Action consistent with the Mediator’s proposal. *See also* Response to Question 5 below (“Why is there a settlement?”).

4. Why is this a class action?

In a class action, one or more people called “Class Representatives” (here, Lead Plaintiffs Jesse L. Bauer and Kenneth T. Raczewski), sue on behalf of people who have similar claims. All persons with similar claims are called a “Class” or “Class Members.” Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class. Here, Judge Elizabeth E. Long of the Superior Court of Georgia, County of Fulton, is overseeing this Action.

5. Why is there a settlement?

The Court has not decided the claims at issue in favor of Lead Plaintiffs or Defendants. Instead, the Parties, with the assistance of the neutral third-party Mediator, have reached a negotiated settlement – based on the Mediator’s proposal after the Parties themselves had been unable to reach agreement – that both sides have agreed to. The Settlement allows both sides to avoid the risks and cost of lengthy, complex and uncertain litigation, trial, and appeals, and also permits Class Members to be compensated more quickly.

As described above, the proposed Settlement was only reached after (a) the Parties engaged in an arms’-length mediation process conducted under the auspices of the neutral and highly experienced Mediator, (b) the Parties had been unable to reach an agreement after a full-day, face-to-face mediation session, and (c) after the Mediator made a mediator’s proposal to settle the “Released Claims” (as defined in the accompanying Claim Form) against the Defendants and their Related Parties for \$8.5 million in cash. The proposed \$8.5 million Settlement reflects all Parties’ willingness to ultimately accept the independent Mediator’s settlement proposal.

After taking into account the uncertainties, risks and likely costs and expenses of further litigation in this complex securities action, Lead Plaintiffs and Class Counsel believe that the Settlement set forth herein is fair, reasonable, and in the best interests of the Class Members, and reflects a superior recovery when compared to other class action cases brought under the Securities Act.

Defendants have denied and continue to deny all of the claims alleged by Lead Plaintiffs in the Action, including

all charges of wrongdoing or liability arising out of any of the conduct, statements, acts or omissions alleged in the Action, but acknowledge that further litigation of the Action could prove lengthy and expensive, and, after taking into account the potential expense, burdens, and inherent uncertainties and risks of further litigation, have therefore also agreed to settle and finally resolve the Action on the terms set forth in the Stipulation.

WHO IS PART OF THE SETTLEMENT?

6. How do I know if I am part of the Settlement?

The Court previously certified the following Class: “All Persons who purchased shares of EndoChoice common stock pursuant or traceable to EndoChoice’s [IPO] Offering Materials on or before August 3, 2016, and who were damaged thereby.”

7. Are there exceptions to being included?

Yes. Excluded from the Class are Defendants; the past and current officers and directors of EndoChoice and the Underwriter Defendants; the legal representatives, parents, subsidiaries, heirs, immediate family members, successors and assigns of any excluded Person; and any entity in which any of the above excluded Persons has or had a controlling equity interest. Also excluded will be any Person that validly requests exclusion from the Class in accordance with the Court-approved procedures set forth in the Response to Question 14 below.

8. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator by writing to the address provided on page 2 above for more information.

WHAT ARE THE SETTLEMENT BENEFITS?

9. What does the Settlement provide?

EndoChoice has agreed to pay or cause to be paid \$8.5 million in cash (the “Settlement Fund”) on behalf of all Defendants. The Settlement Fund, plus interest earned from the date it is established, less costs, fees, and expenses (the “Net Settlement Fund”), will be divided among all “Authorized Claimants” (namely, those eligible Class Members who timely submit valid Proof of Claim and Release forms (“Claim Forms”). *See also* Response to Question 11 below. Costs, fees, and expenses include Court-approved attorneys’ fees and expenses; any service awards, certain Notice and Administration Costs (including the costs of printing and mailing this Notice and the costs of claims administration); and Taxes on any interest earned by the Settlement Fund.

In return, if the Settlement is approved and becomes effective, Lead Plaintiffs will dismiss the Action, and all Class Members who have not excluded themselves from the Class will be deemed to have released, relinquished and discharged all Released Claims against the Defendants and their Related Parties (collectively, the “Released Defendants’ Parties”), whether or not these Class Members execute and submit Claim Forms. *See also* Response to Question 13 below.

10. How much will my payment be?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of Authorized Claimants. Payments will be calculated on a *pro rata* basis, meaning that the Net Settlement Fund will be divided among the Authorized Claimants and distributed accordingly. You will not receive a payment, however, if your proportionate share of the Net Settlement Fund is less than \$10.00. Distributions will not be made until after (a) the deadline for submission of Claim Forms has passed, and (b) the Claims Administrator has finished the process of processing, reviewing and verifying the validity of all Claim Forms received.

If there is any balance remaining in the Net Settlement Fund after six months from the date of the initial distribution of the Net Settlement Fund, Class Counsel shall, if reasonably feasible, after paying any outstanding administrative fees or expenses, reallocate such balance among Authorized Claimants in an equitable and

economic fashion. Thereafter, any remaining balance shall be donated to a §501(c)(3) non-profit organization approved by the Court.

You can calculate your Recognized Claim in accordance with the formula shown below in the Plan of Allocation. The payment you receive will reflect your Recognized Claim in relation to the Recognized Claims of all persons submitting valid Claim Forms. Because the total of all Recognized Claims is expected to exceed the amount of the Net Settlement Fund, your Recognized Claim is *not* the amount of the payment that you can expect, but will (together with all other Class Members' Recognized Claim amounts) be used to calculate your (and each other eligible Authorized Claimant's) *pro rata* share of the Net Settlement Fund.

11. How can I get a payment?

To qualify for a payment, you must be an eligible Class Member and send in a valid and timely Proof of Claim and Release form ("Claim Form"). You may download a Claim Form from the settlement website, www.EndoChoiceSecuritiesLitigation.com or request one from the Claims Administrator by calling (866) 610-7723. Read the instructions carefully, fill out the Claim Form, include *copies* of all requested documents, sign the form, and then mail it so it is postmarked no later than _____, 2020 to: EndoChoice Securities Litigation, P.O. Box 43034, Providence, RI 02940-3034. Any Class Member who fails to submit a Proof of Claim and Release form by the _____, 2020 deadline shall be forever barred from receiving any distribution from the Net Settlement Fund (absent contrary order of the Court), but otherwise shall be bound by all of the terms of the Stipulation and the Judgment, including the releases therein, and will be permanently barred and enjoined from asserting any of the Released Claims against any of the Released Defendants' Parties.

12. When would I get my payment?

The Court will hold a hearing on _____, 2020 at ____:00 p.m. EDT, to decide whether to approve the Settlement and rule on related applications. If the Settlement is approved, the Claims Administrator will complete the administration process and determine how much each Authorized Claimant is entitled to receive. After the Claims Administration process is complete, Class Counsel will then seek permission from the Court to distribute the Net Settlement Fund on a *pro rata* basis to Authorized Claimants in accordance with the Plan of Allocation. This is necessarily a long process. Please be patient.

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

Unless you timely and validly exclude yourself from the Class by the _____, 2020 deadline, if you fit within the definition of the Class you will continue to be a Class Member, which means that you cannot sue, continue to sue, or be part of any other lawsuit that brings any of the Released Claims (including the claims asserted in this Action) against any of the Defendants or the other Released Defendants' Parties (as defined below). It also means that you will be bound by all of the Court's orders in the Action. If you remain a Class Member, and if the Settlement is approved, you and each of your "Related Parties" (as defined below) will give up all "Released Claims" (as defined below), including "Unknown Claims" (as defined below), that you may have against the "Released Defendants' Parties" (as defined below):

- "Released Claims" means all claims (including Unknown Claims), demands, rights and causes of action of any kind that have been or could have been asserted in the Action, or could in the future be asserted in any forum, whether arising under federal, state, common, statutory, or foreign law, or any other rule or regulation, by any Lead Plaintiff, any Class Member, or any of their Related Parties against any Released Defendants' Party, which both (a) arise out of or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations or omissions set forth, alleged or referred to in the Action, or which could have been alleged in the Action; and (b) arise out of or relate to the purchase, acquisition, holding, disposition or sale of any shares of EndoChoice common stock issued in or pursuant to the IPO. Notwithstanding the foregoing, "Released Claims" does not, however, include any claims to enforce the Settlement.

- “Released Defendants’ Parties” (each a “Released Defendant Party”) means each Defendant and each of their respective Related Parties.
- “Related Parties”, when used in reference to a Person, refers to and includes (i) the Person; (ii) for natural persons, each of that Person’s respective immediate family members and any trust of which the Person is the settler or which is for the benefit of any such Person and/or member of his or her family, and, for non-natural persons, each of their direct or indirect parents or subsidiaries, and (iii) for any of the persons listed in sub-parts (i) or (ii) of this definition, their respective past, present, and future general partners, limited partners, principals, controlling shareholders, joint venturers, members, officers, directors, managers, managing directors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, legal representatives, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which any such Person has a controlling interest.
- “Unknown Claims” [with respect to the Released Claims] means any and all Released Claims of every nature and description against the Released Defendants’ Parties which any Lead Plaintiff or any Class Member does not know or suspect to exist in his, her or its favor at the time of their release of the Released Claims, and including without limitation those which, if known by such Lead Plaintiff or Class Member, might have affected his, her or its decisions with respect to the Settlement or the releases. With respect to any and all Released Claims, the Parties agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive, and each Class Member shall be deemed to have waived, and by operation of the Judgment shall have waived, any and all rights and benefits conferred by any law of any state or territory of the United States, or any principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides that “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants or any Released Defendant Party on your own about the Released Claims, then you must take steps to exclude yourself—or as it is sometimes referred to, you must “opt out” of the Class.

14. How do I exclude myself (“Opt Out”) from the proposed Settlement?

To exclude yourself from the Class, you must send a letter by first class mail stating that you “request exclusion from the Class in *In re EndoChoice Holdings Securities Litigation*, C.A. No. 2016 CV 277772.” Your exclusion request must also legibly state the date(s), price(s) and number(s) of shares of all your purchases, acquisitions and sales of EndoChoice common stock between the 4:00 p.m. EDT close of U.S. trading markets on June 4, 2015 and August 3, 2016, inclusive, and append *copies* of supporting documentation (*i.e.* brokerage account statements). You must also include your name, mailing address, daytime telephone number, email address and your signature. Unless the deadline is otherwise extended by the Court, your request for exclusion must be received **no later than** by:

EndoChoice Securities Litigation
Attn: Requests for Exclusion
c/o KCC Class Action Services
3301 Kerner Boulevard
San Rafael, CA 94901

You cannot exclude yourself by telephone, by fax or by e-mail. If you ask to be excluded, you will not receive any payment or other benefit from the Settlement, and you cannot object to the Settlement.

15. If I do not exclude myself, can I sue EndoChoice, Defendants or the other Released Defendants' Parties later for the Released Claims?

No. Unless you exclude yourself, you give up any rights to sue Defendants and the other Released Defendants' Parties, or to enforce any existing judgments against any of the Released Defendants' Parties, for any and all Released Claims. If you have a pending lawsuit against Defendants or the other Released Defendants' Parties, speak to your lawyer in that case immediately to determine if you have to exclude yourself from *this* Class to continue your own lawsuit. Remember, the deadline for exclusion requests to be *received* is _____, 2020.

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

No. If you exclude yourself, do not send in a Proof of Claim and Release form to ask for any money.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed the law firms of Scott+Scott Attorneys at Law LLP and Levi & Korsinsky, LLP to represent all Class Members. These lawyers are called "Class Counsel." You will *not* be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Class Counsel will ask the Court to award attorneys' fees from the Settlement Fund in an amount not to exceed one third (33⅓%) of the Settlement Fund, and for reimbursement of their expenses in an amount not to exceed \$190,000, plus interest on such fees and expenses at the same rate as may be earned by the Settlement Fund.

The attorneys' fees and expenses requested will be the only payment that Class Counsel will receive for their efforts in achieving the Settlement and for the substantial risk they assumed in undertaking to represent the Class in this matter on a wholly contingent basis. To date, Class Counsel has not been paid anything for their services in litigating this Action since 2016 on behalf of Lead Plaintiffs and the Class, nor have they received any reimbursement for the substantial out-of-pocket expenses that they have advanced. The fees and expenses requested will compensate Class Counsel for their work in obtaining the Settlement Fund for the Class. In addition, each of the two Lead Plaintiffs may apply for a service award not to exceed \$15,000 for their service in representing the Class. The Court may, however, award less than these requested amounts, in which case the difference will remain in the Settlement Fund.

OBJECTING TO THE SETTLEMENT

19. How do I tell the Court that I do not like the proposed Settlement?

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, the application by Class Counsel for an award of fees and reimbursement of expenses, or the application for a service award to Lead Plaintiffs. Copies of the motions in support of the Settlement and Plaintiffs' Fee and Expense Application will be filed no later than _____, 2020 and will thereafter be available for review on the Settlement website at www.EndoChoiceSecuritiesLitigation.com. You may give reasons why you think the Court should not approve any or all of the settlement terms or related applications, and you may submit any documentation and authorities that you believe are appropriate. However, the Court will only consider your views if you file and mail a proper objection within the deadline identified and according to the following procedures.

To object, you must file a written objection (together with any papers or briefs in support of the objection) with the Clerk of the Superior Court of the State of Georgia for Fulton County, Business Case Division at the address listed below *on or before* _____, 2020. Your objection must state that you object to the proposed Settlement (or a related application) in *In re EndoChoice Holdings Securities Litigation*, C.A. No. 2016 CV 277772. You must include your name, mailing address, daytime phone number, email address and signature. In addition, your

objection must be accompanied by *copies* of documents showing the date(s), price(s) and number(s) of shares of all purchases and sales of EndoChoice common stock between the close of U.S. trading markets on June 4, 2015 and August 3, 2016, inclusive. Your objection must also state any reasons for your objection(s), and attach copies of any evidence that you wish the Court to consider. In addition to filing your objection with the Court, your objection must be mailed or delivered such that it is *received* by Class Counsel and counsel for the EndoChoice Defendants, at the addresses listed below, ***on or before*** _____, 2020:

<u>The Court</u>	<u>Class Counsel</u>
Clerk of Superior Court of Fulton Co., Business Division Attn: <i>In re EndoChoice Litig.</i> C.A. No. 2016 CV 277772 136 Pryor Street, S.W. Atlanta, Georgia 30303 Tel: 404-612-4570	William C. Fredericks, Esq SCOTT+SCOTT ATTYS AT LAW LLP 230 Park Avenue, 17th Floor New York, NY 10169-1820 Tel.: (212) 223-6444 wfredericks@scott-scott.com
<u>EndoChoice Defendants' Counsel</u>	
Michael R. Smith, Esq. Benjamin Lee, Esq. King & Spalding LLP 1180 Peachtree Street, NE Suite 1600 Atlanta, GA 30309-3521	

If you wish to speak in support of your objection at the Settlement Hearing (see Response to Question 23 below), you must also state in your written objection that you intend to do so.

20. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you cannot object to the Settlement.

THE COURT'S SETTLEMENT HEARING

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

The Court will hold a Settlement Hearing at ____:00 p.m. EDT on _____, 2020, before the Hon. Elizabeth E. Long in Courtroom ____, of the Georgia Superior Court, Fulton County, Business Division, at 136 Pryor Street, S.W., Atlanta, Georgia. At this hearing, the Court will consider whether the Settlement and the proposed Plan of Allocation are fair, reasonable and adequate. At this hearing, the Court will also consider Plaintiffs' Counsel's Fee and Expense Application and Lead Plaintiffs' application for a service award. The Court will take into consideration any written objections and will listen to Class Members who have submitted written requests to speak at the hearing. The Court may change the date and time of the Settlement Hearing without notice. Please check the Settlement website and also call or email Class Counsel before coming to be sure that the date and/or time of the Settlement Hearing has not changed.

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

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

23. May I speak at the Settlement Hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing by including in your written objection a statement that you “Intend to appear in *In re EndoChoice Holdings, Inc. Securities Litigation*, C.A. No. 2016 CV 277772.” Class Members who object to the Settlement, the Plan of Allocation, Plaintiffs’ Counsel’s Fee and Expense Application or Lead Plaintiffs’ request for a service award, and who wish to present evidence at the Settlement Hearing, must identify in their written objections any witnesses they propose to call to testify and include copies of any exhibits they intend to offer into evidence at the Settlement Hearing. You cannot speak at the Hearing if you exclude yourself from the Class or if you do not provide written notice of your intention to speak at the Hearing so that it is received by the _____, 2020 deadline.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will get no money from the Settlement and you will not be able to start a lawsuit, continue with a lawsuit or be part of another lawsuit against Defendants or the Released Defendants’ Parties that asserts any of the claims being released in the Settlement. Class Members who do not submit valid and timely Claim Forms shall be barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the terms of the Stipulation and any Judgment entered, including the releases set forth therein.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You may review and download a copy of the Stipulation (and other documents relating to the Action) at the settlement website, www.EndoChoiceSecuritiesLitigation.com. You may also request a copy of the Stipulation and additional Claim Forms from the Claims Administrator by phone, email or mail using the contact information provided on page 2, above. A complete set of the pleadings and other court filings in the Action are also available for inspection during regular business hours at the Office of the Clerk for the Metro Atlanta Business Case Division, Fulton County Courthouse, 136 Pryor Street, S.W, Suite C-956, Atlanta, Georgia 30303. You may also contact Class Counsel, listed above on page 2, with any questions.

***PLEASE DO NOT TELEPHONE THE COURT, DEFENDANTS,
OR DEFENDANTS’ COUNSEL REGARDING THIS NOTICE.***

PROPOSED PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Net Settlement Fund, subject to approval by the Court, shall be distributed to Class Members who timely submit valid Claim Forms (“Authorized Claimants”) pursuant to the proposed Plan of Allocation set forth below.

Class Members who purchased publicly tradable shares of EndoChoice’s common stock (ticker symbol: “GI”) that were issued pursuant to EndoChoice’s IPO Offering Materials between (a) 4:00 p.m. E.D.T. on **June 4, 2015** (when the registration statement for the IPO was declared “effective”) and **August 3, 2016**, inclusive (collectively, the “Eligible Shares”) are potentially eligible for damages under the 1933 Securities Act based on their Recognized Losses and resulting total value of their Recognized Claim (as a percentage of the total of all Recognized Claims of all Authorized Claimants), as set forth below. The total number of damaged Eligible Shares is estimated to be no more than 9.2 million. No Recognized Losses shall be recognized on any sales of Eligible Shares that took place on or before September 17, 2015 due to loss limitation rules under the 1933 Act, because such shares would have been sold prior to the date when they first traded for less than the \$15 per share IPO price.

A. Calculation of Recognized Losses on Eligible Shares Purchased On or Before December 2, 2015

For each Eligible Share purchased on or before December 2, 2015, the Recognized Loss for each such share shall be (i) the Inflation per Share on the Class Member's date of purchase ("Date of Purchase"), minus (ii) the Inflation per Share on the date the Class Member sold such share (the "Date of Sale"), as set forth in Table A below (unless a lower Recognized Loss amount would result by applying the loss limitation rules (caps) set forth at ¶¶A.1-3 below, in which case the lower amount will apply).

Table A: Inflation per Share on Eligible Shares Purchased On or Before December 2, 2015²

Period	Begin Date	End Date	Inflation per Share
1	June 4, 2015	September 17, 2015	\$ 6.35
2	September 18, 2015	September 27, 2015	\$ 5.99
3	September 28, 2015	September 29, 2015	\$ 5.53
4	September 30, 2015	October 19, 2015	\$ 5.26
5	October 20, 2015	November 4, 2015	\$ 4.99
6	November 5, 2015	November 5, 2015	\$ 2.71
7	November 6, 2015	January 7, 2016	\$ 3.29
8	January 8, 2016	May 3, 2016	\$ 2.29
9	May 4, 2016	May 4, 2016	\$ 2.04
10	May 5, 2016	May 11, 2016	\$ 1.73
11	May 12, 2016	July 13, 2016	\$ 1.46
12	July 14, 2016	July 17, 2016	\$ 1.29
13	July 18, 2016	August 3, 2016	\$ 1.14
14	August 4, 2016	Current	\$ -

1. If sold prior to July 18, 2016, the Recognized Loss for each such Eligible Share will be limited (capped) by the difference between (a) the lesser of (i) the share's purchase price or (ii) \$15.00 (the IPO price) and (b) the share's sale price.
2. If sold on or after July 18, 2016 and prior to September 28, 2016, the Recognized Loss for each such Eligible Share will be limited (capped) by the difference between (a) the share's purchase

² The Inflation per Share values are based on an event study performed by Plaintiffs' expert, which sought to estimate the extent to which the value of Eligible Shares of EndoChoice was inflated during relevant periods due to Defendants' alleged failure to adequately disclose information as alleged in the Complaint. The price declines observed on September 18, 28 and 30, 2015, and on October 20, 2015, were deemed to be due largely to leakage of adverse information (and resulting reduction in price inflation) which anticipated that EndoChoice would report disappointing financial results for the third quarter of 2015 (which in fact occurred when EndoChoice eventually reported those results after 4 p.m. on November 4, 2015). The Plan of Allocation discounts the net price declines observed on these four dates by 50% to reflect the risk that the price declines on these dates could ultimately be attributed to factors unrelated to any omissions of material information from the Offering Materials as alleged in the Complaint.

price and (b) the greater of (i) the share's sales price or (ii) \$4.95 (EndoChoice's closing price on July 18, 2016, when first complaint in the Action was filed).

3. If not sold prior to September 28, 2016, then the Recognized Loss for each such Eligible Share will be limited (capped) by the difference between (a) the share's purchase price and (b) \$8.00 (the tender offer price announced by Boston Scientific on September 28, 2016).

B. Calculation of Recognized Losses on Eligible Shares Purchased After December 2, 2015 and before August 4, 2016

For each Eligible Share purchased after December 2, 2015 and before August 4, 2016, the Recognized Loss on each such share shall be (a) the Inflation per Share on the Date of Purchase, minus (b) the Inflation per Share on the Date of Sale, as set forth in Table B below (unless a lower Recognized Loss amount would result by applying the loss limitation rules (caps) set forth at ¶¶B.1-3 below, in which case the lower amount will apply).

Table B: Inflation per Share on Eligible Shares Purchased On or Between December 3, 2015 and August 3, 2016³

Period	Begin Date	End Date	Inflation per Share
7	December 3, 2015	January 7, 2016	\$ 0.16
8	January 8, 2016	May 3, 2016	\$ 0.11
9	May 4, 2016	May 4, 2016	\$ 0.10
10	May 5, 2016	May 11, 2016	\$ 0.09
11	May 12, 2016	July 13, 2016	\$ 0.07
12	July 14, 2016	July 17, 2016	\$ 0.06
13	July 18, 2016	August 3, 2016	\$ 0.06
14	August 4, 2016	Current	\$ -

1. If sold prior to July 18, 2016, the Recognized Loss for each such Eligible Share will be limited (capped) by the difference between (a) the price per share on the Date of Purchase and (b) the sales price per share.
2. If sold on or after July 18, 2016 and prior to September 28, 2016, the Recognized Loss for each such Eligible Share will be limited by the difference between (a) the share's purchase price and (b) the greater of (i) the share's sales price or (ii) \$4.95 (the closing price on July 18, 2016, when the first complaint in the Action was filed).
3. If not sold prior to September 28, 2016, then the Recognized Loss for each such Eligible Share will be limited by the difference between (a) the share's purchase price and (b) \$8.00 (the tender offer price announced by Boston Scientific on September 28, 2016).

C. Additional Provisions Relating to The Calculation of Recognized Losses

³ Certain *non*-IPO issued shares of Endochoice common stock (that were not issued in or "traceable" to the IPO) became eligible to trade on December 3, 2015 upon expiry of certain "lock-up" agreements that had been entered into at the time of the IPO. Because of the difficulties of establishing that shares purchased after December 2, 2015 can be traced to shares issued pursuant to the IPO Offering Materials (as required to be eligible for damages under the relevant provisions of the Securities Act), the Inflation per Share values for shares purchased on or after December 3, 2015 are discounted by approximately 95% relative to the comparable Inflation per Share values for shares purchased on or before that date.

For Class Members who made multiple purchases, acquisitions, or sales during the period between (a) 4:00 p.m. on **June 4, 2015** (when the registration statement for the IPO was declared “effective”) and **August 3, 2016**, inclusive (the “Relevant Period”), the First-In, First-Out (“FIFO”) method will be applied to such purchases, acquisitions, and sales for purposes of calculating Recognized Claims or Losses. Under the FIFO method, any sales of EndoChoice common stock made after the IPO will be matched, in chronological order, starting with shares of common stock purchased in the IPO.

The Date of Purchase or Date of Sale is deemed to be the “contract” or “trade” date, as distinguished from the “settlement” date. All purchase, acquisition, and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise or operation of law of EndoChoice common stock shall not be deemed a purchase or sale of EndoChoice common stock for purposes of calculating any claimant’s Recognized Claim or Loss, nor shall it be deemed an assignment of any claim relating to the purchase of such shares unless specifically provided in the instrument of gift or assignment.

Gains on short sales of EndoChoice shares (if any) made on or between June 5, 2015, and August 3, 2016, will be used to offset losses. The date of covering a “short sale” is deemed to be the date of purchase of the EndoChoice common stock. The date of a “short sale” is deemed to be the date of sale of the EndoChoice common stock. Under the Plan of Allocation, however, the Recognized Loss on “short sales” is zero.

Option contracts are not securities eligible to participate in the Settlement. With respect to EndoChoice common stock purchased or sold through the exercise of an option, the purchase/sale date of the EndoChoice common stock is the exercise date of the option and the purchase/sale price of the EndoChoice common stock is the exercise price of the option.

D. Allocation of Net Settlement Proceeds Based on Recognized Losses

Under the Plan of Allocation, the amount of the “Recognized Claim” for each Class Member who submits a timely and valid Proof of Claim (each a “Claimant”) shall be (a) the sum of his, her or its Recognized Loss amounts for their Eligible Shares, as determined in accordance with §§ A-C above.

The Net Settlement Fund will be distributed to Class Members whose claims are found to be valid and are accepted (“Authorized Claimants”) on a pro rata basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which shall be calculated by multiplying (a) the Authorized Claimant’s Recognized Claim divided by the aggregate total of all Recognized Claims of all Authorized Claimants, by (b) the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, however, no distribution will be made to such Authorized Claimant.

A Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net overall loss, after all profits from transactions in all EndoChoice common stock described above during the Relevant Period are subtracted from all losses. To the extent a Claimant had a market gain with respect to his, her, or its overall transactions in EndoChoice common stock during the Relevant Period, the value of the Claimant’s Recognized Claim shall be zero. Such Claimants shall in any event be bound by the Settlement. To the extent that a Claimant suffered an overall market loss with respect to his, her, or its overall transactions in EndoChoice common stock during the Relevant Period, but that market loss was less than the total Recognized Claim calculated above, then the Claimant’s Recognized Claim shall be limited to the amount of the actual market loss.

For purposes of determining whether a Claimant had a market gain with respect to his, her, or its overall transactions in EndoChoice common stock during the Relevant Period or suffered a market loss, the Claims Administrator shall determine the difference between (i) the "Total Purchase Amount"⁴ and (ii) the sum of the "Total Sales Proceeds"⁵ (for shares sold during the Relevant Period) and (for shares not sold but still held as of the end of the Relevant Period) the "Holding Value"⁶. This difference shall be deemed a Claimant's market gain or loss with respect to his, her, or its overall transactions in EndoChoice common stock during the Relevant Period.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and this or a modified Plan of Allocation, and the time for any petition for rehearing, appeal or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is separate from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form. Payment pursuant to the Plan of Allocation set forth above (or as may be modified by the Court) shall be conclusive against all Authorized Claimants.

You should contact the Claims Administrator or Class Counsel if you disagree with any determinations that may be made by the Claims Administrator regarding your Claim Form. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

The Court has ordered that if you held any EndoChoice common stock purchased or acquired between the 4:00 p.m. EDT close of U.S. trading markets on June 4, 2015 and August 3, 2016, inclusive, as nominee for a beneficial owner, then, within twenty (20) days after you receive this Notice, you must either: (1) send a copy of this Notice and accompanying Claim Form ("the Notice Package") by first class mail to all such beneficial owners; or (2) provide a list of the names and addresses of such beneficial owners to the Claims Administrator. If you choose to mail the Notice Package yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable administrative costs actually incurred in connection with forwarding the Notice Package that would not have been incurred but for the obligation to forward it, upon submission of appropriate documentation to the Claims Administrator and subject to approval by the Court, in an amount not to exceed \$0.75 per Notice Package

⁴ The "Total Purchase Amount" is the total amount the Claimant paid (excluding commissions and other charges) for EndoChoice common stock purchased or acquired during the Class Period.

⁵ The Claims Administrator shall match any sales of EndoChoice common stock during the Relevant Period, first against the Claimant's opening position in EndoChoice common stock (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 charges) for the remaining sales of EndoChoice common stock sold during the relevant period shall be the "Total Sales Proceeds."

⁶ The Claims Administrator shall ascribe a value of \$8.00 per share for EndoChoice common stock purchased or acquired during the Class Period and still held as of the close of trading on September 27, 2016 (the date of the announcement of the Boston Scientific tender offer), and the resulting total value of such shares using that per share value shall be the "Holding Value".

1/30/20

unit mailed or \$0.15 per Class Member identified and provided to the Claims Administrator. All communications concerning the foregoing should be directed to the Claims Administrator by email to nominees@EndoChoiceSecuritiesLitigation.com.

Dated: _____, 2020

BY ORDER OF THE COURT
SUPERIOR COURT OF GEORGIA, FULTON COUNTY

[EXH. A-2 TO ENDOCHOICE STIP. OF SETTLEMENT]

**IN THE SUPERIOR COURT OF THE STATE OF GEORGIA
COUNTY OF FULTON**

**IN RE ENDOCHOICE HOLDINGS, INC.
SECURITIES LITIGATION**

CIVIL ACTION NO. 2016 CV 277772

**(Consolidated with Civil Action
No. 2016 CV 281193)**

PROOF OF CLAIM AND RELEASE

I. IMPORTANT INFORMATION

1. To recover as a Member of the Class based on your claims in the above-captioned action (the “Action”) you must complete and, on page ____ hereof, *sign* this Proof of Claim and Release. If you fail to file a timely and properly addressed Proof of Claim and Release, 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 of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of settlement in the Action.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED ON OR BEFORE _____, 2020, ADDRESSED TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS SET FORTH ON PAGE ____ BELOW

4. If you are **NOT** a Class Member, as defined in the Notice of Proposed Settlement of Class Action (“Notice”), do **NOT** submit a Proof of Claim and Release form. In general, you will potentially qualify as a class member only if you purchased shares of the common stock of EndoChoice Holdings, Inc. (“EndoChoice” or the “Company”; ticker symbol “GI”) during the

period from the 4:00 p.m. EDT close of trading on June 4, 2015 (when the registration statement for EndoChoice's June 5, 2015 initial public offering (the "IPO") was declared "effective") through and including August 3, 2016 (the "Relevant Period").

5. If you are a Class Member, you will be bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM, unless you file a request for exclusion as explained in the Notice.

II. DEFINITIONS

1. "Defendants" means, collectively, (i) EndoChoice; (ii) Mark G. Gilreath, David N. Gill, R. Scott Huennekens, James R. Balkcom, Jr., J. Scott Carter, D. Scott Davis, David L. Kaufman, and Rurik G. Vandevenne (the "Individual Defendants" and, collectively with EndoChoice, the "EndoChoice Defendants"); and (iii) J.P. Morgan Securities LLC, Merrill Lynch, Fenner & Smith Incorporated, William Blair & Company, L.L.C. and Stifel, Nicolaus & Company, Incorporated (collectively, the "Underwriter Defendants").

2. "Released Claims" means means all claims (including Unknown Claims as defined below), demands, rights and causes of action of any kind that have been or could have asserted in the Action, or could in future be asserted in any forum, whether arising under federal, state, common, statutory, or foreign law, or any other rule or regulation, by any Lead Plaintiff, any Class Member, or any of their Related Parties¹ against any Released Defendants' Party (as defined below), which both (a) arise out of or relate in any way to any of the allegations, acts,

¹ "Related Parties", when used in reference to any person or entity ("Person"), refers to and includes (i) the Person; (ii) for natural persons (such as individuals), each of that Person's respective immediate family members and any trust of which the Person is the settler or which is for the benefit of any such Person and/or member of his or her family, and, for non-natural persons (such as a company or trust), each of their direct or indirect parents or subsidiaries, and (iii) for any of the persons listed in sub-parts (i) or (ii) of this definition, their respective past, present, and future general partners, limited partners, principals, controlling shareholders, joint venturers, members, officers, directors, managers, managing directors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, legal representatives, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which any such Person has a controlling interest.

transactions, facts, events, matters, occurrences, statements, representations or omissions set forth, alleged or referred to in the Action, or which could have been alleged in the Action; and (b) arise out of or relate to the purchase, acquisition, holding, disposition or sale of any shares of EndoChoice common stock issued in or pursuant to the IPO. Notwithstanding the foregoing, “Released Claims” does not, however, include any claims to enforce the Settlement.

3. “Released Defendants’ Claims” means all claims (including “Unknown Claims” as defined below), demands, rights, and causes of action of any kind by any Released Defendants’ Party (as defined below) against Lead Plaintiffs, any Class Members, or any of their Related Parties, which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Action (except for claims to enforce the Settlement).

4. “Released Defendants’ Parties” (each a “Released Defendant Party”) means each Defendant and each of their respective Related Parties.

5. “Unknown Claims” means any and all Released Claims of every nature and description against the Released Defendants’ Parties which any Class Member does not know or suspect to exist in his, her or its favor at the time of their release of the Released Claims, including without limitation those which, if known by such Class Member, might have affected his, her or its decisions with respect to the Settlement or the releases. With respect to any and all Released Claims, the Parties agree that, upon the Effective Date, each Class Member shall be deemed to have waived, and by operation of the Judgment shall have waived, any and all rights and benefits conferred by any law of any state or territory of the United States, or any principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the

release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Stipulation and Agreement of Settlement dated January 30, 2020 (the "Stipulation") and the exhibits thereto.

III. INSTRUCTIONS

1. Use Part A of this form entitled "Claimant Information" to identify each purchaser of the EndoChoice common shares that are the subject of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNER(S) OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASERS.

2. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

3. Use Part B of this form entitled "Schedule of Transactions in EndoChoice Common Stock" to supply all required details of your transaction(s) in EndoChoice common shares, including transactions relating to any short positions you may have taken with respect to EndoChoice common stock. If you need more space or additional schedules, attach separate sheets (or make additional copies of the transaction schedule at §IV, Part B below) giving all the required transaction information in substantially the same form. Print the beneficial owner's name, and the last four digits of their Social Security or Taxpayer Identification number (see ¶2 above), on each additional sheet (if any).

4. On the schedules, provide all of the required information with respect to all of the following: (a) your net position in EndoChoice common shares as of the close of trading on June 4, 2015 (immediately *before* the IPO); (b) the number of EndoChoice common shares you purchased in EndoChoice's June 5, 2015 IPO at the initial offering price of \$15.00 per share, as well as each and every post-IPO purchase of EndoChoice common shares purchased from June 5, 2015 on the open market through and including August 3, 2016; (c) each and every sale of EndoChoice common shares sold during the period from June 5, 2015 through and including September 27, 2016; (d) a statement of the number of additional EndoChoice common shares (if any) purchased between August 4, 2016 and September 27, 2016, inclusive, and (e) your net position in EndoChoice common shares as of the close of trading on September 27, 2016.² Failure to report all required information for all of your transactions in shares of EndoChoice common stock (including short positions) may result in the rejection of your claim. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each transaction you list.

5. Attach *copies* of trade confirmations, relevant portions of brokerage statements or other documentation of your transactions in EndoChoice common shares (including short positions) to your completed claim form. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

6. The above requests are designed to provide the minimum amount of information necessary to process the simplest claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate the amount of claim. In some cases

² Information on your *sales* through (and holdings as of) September 27, 2016 (rather than through and as of August 3, 2016) is requested to determine whether or not you were able to benefit from the sharp increase in the price of EndoChoice common stock that occurred after the close of business on September 27, 2016 when Boston Scientific announced a tender offer to acquire all outstanding EndoChoice common shares at \$8.00 per share.

where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the claimant's cost.

7. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All claimants MUST submit a manually signed paper Claim Form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must visit the settlement website at www.EndoChoiceSecuritiesLitigation.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

IV. PROOF OF CLAIM AND RELEASE FORM

■ PART A – CLAIMANT INFORMATION

Last Name (Beneficial Owner)

First Name (Beneficial Owner)

Last Name (Co-Beneficial owner or Joint Claimant, if any)

First Name

Company/Other Entity (If Claimant is not an individual)

Contact Person (if Claimant is not an individual)

Account Number (if Claimant is not an individual)

Address Line 1

Address Line 2 (if needed)

City

State

Zip Code

Foreign Province (if applicable)

Country (if not U.S.A.)

Foreign Zip Code (if any)

Telephone Number (Day)

Telephone Number (Night)

Last four digits of Beneficial Owner's Employer Identification Number or Social Security Number (Taxpayer ID Number)³

Email address

³ The last four digits of the taxpayer identification number (TIN), consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, *etc.*, and telephone number of the beneficial owner(s) may be used in verifying this claim.

■ PART B: SCHEDULE OF TRANSACTIONS IN ENDOCHOICE COMMON STOCK

Failure to provide proof of all purchases, sales, and closing positions will impede proper processing of your claim. Please include copies of proper documentation with your Proof of Claim as described in the "Instructions" section above.

(1) BEGINNING NET POSITION:

State the net total number of shares of EndoChoice common stock **owned** as of 4:00 pm EDT on **June 4, 2015** (immediately before EndoChoice's IPO), long or short (*if a net short position, enter a negative value*):

**IF NONE, CHECK
BOX BELOW**

☐

_____ shares

(2) PURCHASES OF ELIGIBLE SHARES (through August 3, 2016):

Separately list each purchase of EndoChoice common shares from 4:00pm EDT on June 4, 2015 (when the Registration Statement for EndoChoice's June 5, 2015 IPO was declared effective) through and including **August 3, 2016** (*must be documented*).

**IF NONE, CHECK
BOX BELOW**

☐

Date(s) of Purchase(s) (list chronologically) (month/day/year)	Number of Shares Purchased	Purchase Price per Share (exclude commissions, taxes & fees)	Proof of Purchase enclosed?
____/____/____	_____	\$ _____	oYes oNo
____/____/____	_____	\$ _____	oYes oNo
____/____/____	_____	\$ _____	oYes oNo

(3) SUBSEQUENT PURCHASES (from 8/4/16 through 9/27/16):

State the total number of EndoChoice common shares (if any) purchased between **August 4, 2016** and September 27, 2016, inclusive. (individual transaction details and documentation not required unless later requested by the Claims Administrator)⁴

**IF NONE, CHECK
BOX BELOW**

☐

_____ shares

⁴ This information is required so that the Claims Administrator can verify that your reported purchases and sales "balance" for the period from the date of the IPO through the date that Boston Scientific announced its tender offer to purchase EndoChoice, which in turn will facilitate the accurate processing of your Claim. However, please note that, consistent with the Court's class certification order, any shares *purchased* after August 3, 2016 are not eligible for damages under the Settlement, and accordingly no losses incurred on such purchases will be calculated or considered for purposes of calculating your Recognized Claim under the Plan of Allocation

(4) SALES:

Separately list each sale of EndoChoice common shares (including short sales, if any) during the period from June 5, 2015 through and including **September 27, 2016** (*must be documented*).

**IF NONE, CHECK
BOX BELOW**

☐

Date(s) of Sale(s) (List Chronologically) (Month/Day/Year)	Number of <u>shares Sold</u>	Sale Price per Share (exclude commissions, <u>taxes & fees</u>)	<u>Proof of sale enclosed?</u>
____/____/____	_____	\$ _____	oYes oNo
____/____/____	_____	\$ _____	oYes oNo
____/____/____	_____	\$ _____	oYes oNo

(5) ENDING NET POSITION:

State your net position (in shares) in EndoChoice common stock **owned** as of the close of trading on **September 27, 2016** (*if other than zero, must be documented; if a net short position, enter a negative value;*):

**IF NONE, CHECK
BOX BELOW**

☐

_____ shares

IF YOU REQUIRE ADDITIONAL SPACE, ATTACH COMPLETED EXTRA SCHEDULES IN THE SAME FORMAT AS ABOVE (OR COPY OR DOWNLOAD, AND COMPLETE, ADDITIONAL COPIES OF THE ABOVE "SCHEDULE OF TRANSACTIONS IN ENDOCHOICE COMMON STOCK"). PRINT THE BENEFICIAL OWNER'S FULL NAME AND THE LAST FOUR DIGITS OF THEIR TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE

*YOU MUST ALSO READ AND SIGN THE RELEASE and
CERTIFICATION AT PAGE BELOW*

■ PART C: RELEASE OF CLAIMS, CERTIFICATION AND SIGNATURE

A. I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever waive, release, discharge, and dismiss each and every one of the Released Defendants' Parties with respect to any and all of the Released Claims; and

B. I (we) hereby acknowledge that as of the Effective Date, I (we): (i) shall be deemed to have, and shall have, fully, finally, and forever waived, released, relinquished, and discharged all Released Claims

against the Released Defendants' Parties; and (ii) shall forever be enjoined from prosecuting any Released Claims against any of the Released Defendants' Parties.

By signing and submitting this Proof of Claim, the claimant(s) or the person(s) who represents the claimant(s) certifies, as follows:

1. that I (we) have read and understand the contents of the Notice, the Plan of Allocation and the Proof of Claim, including the releases provided for in items A and B immediately above;
2. that the claimant(s) is a (are) Class Member(s), as defined in the Notice, and is (are) not excluded from the Class;
3. that the claimant has not submitted a request for exclusion from the Class;
4. that I (we) purchased and own(ed) the EndoChoice common shares identified in this Proof of Claim and have not assigned my (our) claims against the Released Defendants' Parties to another, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant has not submitted any other claim covering the same purchases or acquisitions of EndoChoice common shares and knows of no other person having done so on his/her/its behalf;
6. that the claimant submits to the jurisdiction of the Court with respect to his/her/its claim and for purposes of enforcing the releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the Claims Administrator or the Court may require;
8. that the claimant waives the right to trial by jury, to the extent it exists, and agrees to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim;
9. that I (we) acknowledge that the claimant will be bound by and subject to the terms of any judgment that may be entered in the Action; and
10. that the claimant is ***NOT*** subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) the claimant is exempt from backup withholding; or (b) the claimant has not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified the claimant that he/she/it is no longer subject to backup withholding. *If the IRS has notified the claimant that it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding.*

UNDER PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HERewith ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant

Date

Print Name of Claimant

Signature of Joint Claimant, if any

Date

Print Name of Joint Claimant, if any

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTAGE PREPAID, **POSTMARKED BY** _____, 2020 AND ADDRESSED TO:

EndoChoice Securities Litigation
P.O. Box 43034
Providence, RI 02940-3034

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by _____, 2020, and if a postmark is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Proof of Claim forms. Please notify the Claims Administrator of any change of address.

REMINDER CHECKLIST

1. Please sign the above release and certification. If this Proof of Claim is being made on behalf of joint claimants, then both must sign.
2. Remember to attach only *copies* of acceptable supporting documentation.
3. Please do not highlight any portion of the Proof of Claim or any supporting documents.
4. Do not send original securities certificates or other original documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of your completed Proof of Claim and the originals of your documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 1-(866) 610-7723.
7. If your address changes in the future, or if this Proof of Claim was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the above address or at 1-(866) 610-7723, or visit www.EndoChoiceSecuritiesLitigation.com.

**IN THE SUPERIOR COURT OF THE STATE OF GEORGIA
COUNTY OF FULTON**

**IN RE ENDOCHOICE HOLDINGS, INC.
SECURITIES LITIGATION**

CIVIL ACTION NO. 2016 CV 277772

**(Consolidated with Civil Action
No. 2016 CV 281193)**

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To: All persons who purchased EndoChoice Holdings, Inc. common stock between the 4:00 p.m. EDT close of U.S. trading markets on June 4, 2015 and August 3, 2016, inclusive.

YOU ARE HEREBY NOTIFIED, a hearing will be held at __:00 p.m. EDT on __, 2020, before the Honorable Elizabeth E. Long in Courtroom __, of the Georgia Superior Court of Fulton County, Business Division, 136 Pryor Street, Atlanta, Georgia (the "Court"), , to determine whether the Court should: (1) approve the proposed Settlement of the above-captioned consolidated action titled *In re EndoChoice Holdings, Inc. Securities Litigation*, C.A. No. 2016 CV 277772 (the "Action") for \$8,500,000 in cash as fair, reasonable, and adequate; (2) approve the proposed Plan of Allocation of Settlement proceeds as fair, reasonable, and adequate; (3) approve Plaintiffs' Counsel's request for an award of attorneys' fees and reimbursement of expense, and grant the lead plaintiffs an award for their service to the Class; and (4) enter a Judgment dismissing the Action with prejudice (the "Judgment"). The Court may change the hearing date without further notice to the Class.

If you purchased EndoChoice common stock between the 4:00 p.m. EDT close of U.S. trading markets on June 4, 2015 and August 3, 2016, inclusive, your rights may be affected by this Settlement. If you have not received the detailed Notice of Proposed Class Action Settlement (the

“Notice”) and a copy of the Proof of Claim and Release form, you may obtain copies, free of charge, by downloading a copy at www.EndoChoiceSecuritiesLitigation.com, or by writing to *EndoChoice Securities Litigation*, c/o KCC Class Action Services, PO Box 43034, Providence, RI, 02940-3034, or by calling the Claims Administrator toll free at 1-(866) 610-7723.

If you are a member of the Class (as defined in the Notice) and wish to share in the Settlement proceeds, you must complete and submit a valid Proof of Claim and Release form to the Claims Administrator, postmarked no later than _____, 2020. If you fail to submit a valid Proof of Claim and Release by this deadline in accordance with the instructions in the Proof of Claim and Release form, you will not recover from the Net Settlement Fund, but you will nevertheless be bound by the Settlement and releases provided for in the Settlement and in the Judgment.

If you are a Class Member and wish to object to any aspect of the Settlement, the Plan of Allocation, or Plaintiffs’ Counsel’s Fee and Expense Application, you must submit any objections in writing in the manner set forth in the Notice no later than _____, 2020. Only Class Members who have submitted valid and timely written objections and provided notice of their intent to appear in accordance with the instructions in the Notice will be entitled to be heard at the hearing on _____, 2020.

Notwithstanding any objection you may submit, if you are a member of the Class you will be bound by the Settlement and releases provided for therein and by the Judgment unless you request to be excluded from the Class. To request exclusion, you must submit a written request in the manner set forth in the Notice so that it is received no later than _____, 2020. If you submit a timely and valid request to be excluded from the Class that is accepted by the Court, you will not be required to waive or release any claims against Defendants, you will not receive any payment

or other benefit in the Settlement, and you will not be bound by the Settlement or any other order or Judgment that may be entered by the Court.

Inquiries, other than requests for the Notice, may be made to co-Lead Counsel for the Class at:

William C. Fredericks
SCOTT+SCOTT ATTYS AT LAW LLP
The Helmsley Building
230 Park Avenue, 17th Floor
New York, NY 10169-1820
Tel.: (212) 223-6444
Fax: (212) 223-6334
wfredericks@scott-scott.com

Shannon L. Hopkins, Esq.,
LEVI & KORSINSKY, LLP
1111 Summer Street, Suite 403,
Stamford, Connecticut 06905
Tel: (203) 992-4523
Fax: (212) 363-7171
shopkins@zlk.com

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

DATED: _____, 2020

BY ORDER OF THE SUPERIOR COURT OF THE
STATE OF GEORGIA, FULTON COUNTY

[EXHIBIT B to *ENDOCHOICE* STIPULATION]

**IN THE SUPERIOR COURT OF FULTON COUNTY
BUSINESS CASE DIVISION
STATE OF GEORGIA**

IN RE ENDOCHOICE HOLDINGS, INC.
SECURITIES LITIGATION

Civil Action File No. 2016 CV 277772

(Consolidated with Civil Action No.
2016 CV 281193)

CLASS ACTION

**[PROPOSED] FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION SETTLEMENT**

This matter came before the Court for hearing pursuant to an Order of this Court, dated _____, 2020 (the "Preliminary Approval Order"), on the application of the Parties for approval of the Settlement set forth in the Stipulation of Settlement dated as of January 30, 2020 (the "Stipulation"). Due and adequate notice having been given of the Settlement as required in said Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Incorporation of Settlement Documents.** This Final Order and Judgment (the "Judgment") incorporates by reference the Stipulation and the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation or in the Preliminary Approval Order.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of this Action, and over all Parties to this Action, including all Class Members who did not timely submit a request for exclusion from the Class by the _____, 2020 deadline [21 days before Settlement Hearing] set forth in the Notice pursuant to the terms of the Preliminary Approval Order.

3. **Class Certification.** The Court reaffirms all of its prior findings of fact and conclusions of law regarding class certification, which previously certified the Class, appointed Lead Plaintiffs as class representatives, and appointed Class Counsel as class counsel.

4. **Class Definition.** The Court hereby similarly reaffirms and confirms its prior Order in this Action, entered February 14, 2018 and subsequently affirmed *sub nom. EndoChoice Holdings, Inc. v. Raczewski*, 830 S.E. 2d 597 (Ga. Ct. App. 2019), which certified a Class as follows: All Persons who purchased shares of EndoChoice common stock pursuant or traceable to EndoChoice's IPO Offering Materials on or before August 3, 2016, and who were damaged thereby, but excluding Defendants; the past and current officers and directors of EndoChoice and the Underwriter Defendants, the legal representatives, parents, subsidiaries, heirs, immediate family members, successors and assigns of any excluded Person; and any entity in which any of the above excluded Persons has or had a controlling equity interest. Also excluded from the Class, pursuant

to O.C.G.A §9-11-23(c)(2)(A), are those Persons and entities who submitted valid and timely requests for exclusion in accordance with the Notice, and who are listed on the annexed Appendix of Opt-Outs attached hereto.

5. **Adequacy of Notice.** The dissemination of the Notice and the publication of the Summary Notice, as provided for in the Preliminary Approval Order, constituted the best notice practicable under the circumstances, including individual notice to all Class Members who could be identified through reasonable effort. Said notices provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Stipulation, to all Persons entitled to such notices, and said notices fully satisfied the requirements of O.C.G.A §9-11-23, Due Process, and any other applicable laws and rules.

6. **Final Approval of Settlement and Dismissal of Claims.** Pursuant to and in accordance with O.C.G.A §9-11-23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation, the amount of the Settlement, the releases provided for therein, and the dismissal with prejudice of the claims asserted against Defendants in this Action), and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Class. This Court further finds the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Lead Plaintiffs, Class Members and the Defendants. Accordingly, the Settlement embodied in the Stipulation is hereby approved in all respects and the Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

7. The Action and all of the claims asserted against the Defendants in this Action by Lead Plaintiffs are hereby dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

8. **Releases.** The releases set forth in ¶¶21-22 of the Stipulation, together with the definitions contained in ¶¶1.1 to 1.42 of the Stipulation relating thereto, are expressly incorporated herein in all respects. Except as to any individual claim of those Persons (identified in the Appendix

of Opt-Outs attached hereto) who timely requested exclusion from the Class, the releases shall be effective as of the Effective Date. Accordingly, this Court orders that:

(a) In accordance with ¶1.30 of the Stipulation, for purposes of this Judgment, the term “Released Claims” means all claims (including Unknown Claims as defined in ¶1.42 of the Stipulation), demands, rights and causes of any kind that have been or could have been asserted in the Action, or could in the future be asserted in any forum, whether arising under federal, state, common, statutory, or foreign law, or any other rule or regulation, by any Lead Plaintiff, any Class Member, or any of their Related Parties¹ against any Released Defendant Party, which both (a) arise out of or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, statements, representations or omissions set forth, alleged or referred to in the Action, or which could have been alleged in the Action; and (b) arise out of or relate to the purchase, acquisition, holding, disposition or sale of any shares of EndoChoice common stock issued in or pursuant to the IPO; provided, however, that notwithstanding the foregoing “Released Claims” does not include claims to enforce the Settlement or this Judgment.

(b) In accordance with ¶1.31 of the Stipulation, for purposes of this Judgment, the term “Released Defendants’ Claims” means all claims (including “Unknown Claims” as defined in ¶1.42 of the Stipulation), demands, rights, and causes of action of any kind by any Released Defendants’ Party against Lead Plaintiffs, Class Members, or any of their Related parties (including any Plaintiffs Counsel) which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Actions (except that the Released Defendants’ Claims do not include any claims to enforce the terms of the Settlement or this Judgment).

¹ In accordance with ¶1.29 of the Stipulation, for purposes of this Judgment, the term “Related Parties”, when used in reference to a Person, refers to and includes (a) the Person; (b) for natural persons, each of that Person’s respective immediate family members and any trust of which the Person is the settler or which is for the benefit of any such Person and/or member of his or her family, and, for non-natural persons, each of their direct or indirect parents or subsidiaries, and (iii) for any of the persons listed in sub-parts (i) or (ii) of this definition, their respective past, present, and future general partners, limited partners, principals, controlling shareholders, joint venturers, members, officers, directors, managers, managing directors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, legal representatives, insurers, trustees, trustors, agents, attorneys, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which any such Person has a controlling interest.

(c) In accordance with ¶1.32 of the Stipulation, for purposes of this Judgment, the term “Released Defendants’ Parties” (each a “Released Defendants’ Party”) means each Defendant and each of their respective Related Parties.

(d) In accordance with ¶1.33 of the Stipulation, for purposes of this Judgment, the term “Released Plaintiffs’ Parties” (each a “Released Plaintiffs’ Party”) means (i) Lead Plaintiffs and the Class Members, and (ii) each of their respective Related Parties.

(e) Without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs and the Class Members (on behalf of themselves and their Related Parties), to the maximum extent permitted by law, (i) shall be deemed to have, and by operation of this Judgment shall have, fully, finally and forever released, relinquished and discharged all Released Claims against the Released Defendants’ Parties, and (ii) shall similarly be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal or administrative forum that asserts the Released Claims against any of the Released Defendants’ Parties; provided, however, that nothing herein shall bar any action or claim to enforce the terms of the Settlement or this Judgment.

(f) Without further action by anyone, upon the Effective Date of the Settlement, each of the Defendants (on behalf of themselves and their Related Parties), to the maximum extent permitted by law, shall be deemed to have, and by operation of this Judgment (i) shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants’ Claims against the Released Plaintiffs’ Parties, and (ii) shall similarly be forever barred and enjoined from commencing, instituting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal or administrative forum that asserts the Released Defendants’ Claims against any of the Released Plaintiffs’ Parties (including any Plaintiffs’ Counsel); provided, however, that nothing herein shall bar any action or claim to enforce the terms of the Settlement or this Judgment.

9. **No Admissions.** Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to, or in furtherance of, the Stipulation or the

Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, the truth of any of the allegations in the Action or of any wrongdoing, fault, or liability of the Defendants or Released Defendants' Parties; or that Lead Plaintiffs or any Class Members have suffered any damages, harm, or loss; or (b) is or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their respective Related Parties in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Stipulation nor the Settlement, nor any act performed or document executed pursuant to or in furtherance of this Stipulation or the Settlement shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, except that the Defendants and Released Defendants' Parties may file the Stipulation and/or the Judgment in any other litigation 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.

10. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement as set forth in the Stipulation and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses in the Action; and (d) all Parties for the purpose of construing, enforcing and administering the Stipulation. With respect to any future hearing or determination of any investment or distribution of the Settlement Fund to Class Members, the Plan of Allocation, the determination, administration or calculation of claims by claimants and attorneys' fees of Plaintiff's Counsel, or the payment or withholding of Taxes of the Settlement Fund, neither the Defendants nor any of their Related Parties shall have any responsibility for, interest in, or liability in connection with such matters.

11. **Compliance with Applicable Legal Standards.** The Court finds that during the course of this Action that neither the Parties nor any of their respective counsel violated any rule, statute or law of Georgia or any other jurisdiction (including Federal Rule of Civil Procedure 11) in

connection the commencement, maintenance, defense, litigation and/or resolution of the Action, and that the Action was commenced, litigated, prosecuted, defended and settled in good faith by the Parties and their respective counsel.

12. **Failure of Effective Date to Occur.** In the event that the Settlement does not become effective in accordance with the terms of the Stipulation or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants, then this Judgment shall be rendered null and void and shall be vacated and all orders entered and releases delivered in connection herewith shall be null and void, except as otherwise provided in the Stipulation, and this Judgment shall be without prejudice to the rights of the Parties and the Class members, and the Parties shall revert to their respective positions in the Action as of December 11, 2019 as provided in the Stipulation.

13. **Modification of the Agreement of Settlement.** Without further approval from the Court, Lead Plaintiffs and Defendants are hereby authorized to agree to and adopt such written amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, Lead Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

14. **Entry of Final Judgment.** There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action, provided, however, that any further orders or proceedings solely regarding the Plan of Allocation or the Fee and Expense Application shall in no way disturb or affect this Judgment.

SO ORDERED this ___ day of _____, 2020

HON. ELIZABETH E. LONG, SENIOR JUDGE
Superior Court of Fulton County
Business Case Division
Atlanta Judicial Circuit