Upon discussion with the Court during the July 17, 2025 hearing on the motion for preliminary approval (ECF No. 246), the parties, through their respective counsel of record, have agreed to amend the Stipulation and Agreement of Settlement dated April 25, 2025, ECF No. 246-1 (the "Settlement Agreement") by modifying paragraph 34 of the Settlement Agreement as follows (edits reflected in bold font):

No person or entity shall have any claim against Lead Plaintiff, Lead Counsel, the Claims Administrator or any other agent designated by Lead Counsel, or the Defendant Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiff and Defendants, Lead Counsel, Defendants' Counsel, advisors, Lead Plaintiff's damages respective consultant/expert, and all other Defendant Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) of Tax Expenses owed by the Settlement Fund, or any losses incurred in connection therewith.

Attached as Exhibit A is the parties' agreement to this modification.

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1	DATED: July 18, 2025	Respectfully submitted,	
2 3	MUNGER, TOLLES & OLSON LLP	KAPLAN FOX & KILSHEIMER LLP	
4	/s/ John W. Berry John W. Berry	/s/ Laurence D. King Laurence D. King (SBN 206423)	
5	John M. Gildersleeve	Blair E. Reed (SBN 316971) Frederic S. Fox (pro hac vice)	
6	Attorneys for View Operations, LLC (f/k/a View, Inc.) and Rao Mulpuri	Donald R. Hall (pro hac vice) Jason A. Uris (pro hac vice)	
7 8	WINICTON O CEDAWN I I D	Lead Counsel for Lead Plaintiff Stadium Capital LLC, Plaintiff David Sherman and the	
	WINSTON & STRAWN LLP	Proposed Class	
9	/s/ Jeffrey L. Steinfeld Jeffrey L. Steinfeld	MORRISON & FOERSTER LLP	
10 11	James P. Smith III (pro hac vice)	/s/ Ryan Keats Anna Erickson White	
12	Attorneys for Defendants Howard W. Lutnick, Paul Pion, Alice Chan, Anshu Jain, Robert J.	Ryan Keats	
13	Hochberg, and Charlotte S. Blechman	Attorneys for Defendant Vidul Prakash	
14			
15	ATTESTATION PURSUANT TO CIVIL LOCAL RULE 5-1(i)(3)  I, Laurence D. King, attest that concurrence in the filing of this document has been obtained		
16			
17	from the other signatories. I declare under penalty of perjury that the foregoing is true and correct.		
18	Executed this 18th day of July 2025, at Oakland, California.		
19		/s/ Laurence D. King	
20		Laurence D. King	
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	- 2	2 - Case No. 5:21-cv-06374-BLF	

## EXHIBIT A

## **Amendment to the Settlement Agreement**

WHEREAS, the Parties, by and through their undersigned counsel, entered into the Stipulation and Agreement of Settlement dated April 25, 2025 (the "Settlement Agreement," ECF No. 246-1); and

WHEREAS, upon discussion with the Court during the July 17, 2025 hearing on the motion for preliminary approval (ECF No. 246), the Parties, through their respective undersigned counsel of record, agree to modify paragraph 34 of the Settlement Agreement.

NOW, THEREFORE, the Parties agree that paragraph 34 of the Settlement Agreement should be fully replaced and superseded by the following:

34. No person or entity shall have any claim against the Defendant Releasees and/or their respective counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Defendants, Defendants' Counsel, their respective advisors, and all other Defendant Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) of Tax Expenses owed by the Settlement Fund, or any losses incurred in connection therewith.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized attorneys as of July 18, 2025.<sup>1</sup>

<sup>&</sup>lt;sup>1</sup> Capitalized terms not defined herein are as defined in the Settlement Agreement. This Agreement may be executed in two or more counterparts, all of which shall constitute the same agreement.

1	KAPLAN FOX & KILSHEIMER LLP	MUNGER, TOLLES & OLSON LLP	WINSTON & STRAWN
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16	MORRISON &		
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