

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

SANKTOKH SOHAL, Individually and on Behalf) No. 1:15-cv-00393-DAP
of All Others Similarly Situated,)
) Judge Dan Aaron Polster
Plaintiff,) CLASS ACTION
)
vs.)
)
ELLIS YAN, *et al.*,)
)
Defendants.)
)

NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED TCP INTERNATIONAL HOLDINGS LTD. (“TCPI” OR THE “COMPANY”) COMMON STOCK AT ANY TIME DURING THE PERIOD FROM JUNE 26, 2014, THROUGH AND INCLUDING FEBRUARY 26, 2015 (THE “CLASS PERIOD”), INCLUDING PURCHASERS OF TCPI COMMON STOCK PURSUANT AND/OR TRACEABLE TO THE REGISTRATION STATEMENT FOR TCPI’S JUNE 25, 2014 INITIAL PUBLIC OFFERING

- PLEASE READ THIS NOTICE CAREFULLY.¹
- IF YOU WISH TO COMMENT IN FAVOR OF THE SETTLEMENT OR OBJECT TO THE SETTLEMENT, YOU MUST FOLLOW THE DIRECTIONS IN THIS NOTICE.
- YOU MAY BE ELIGIBLE TO RECEIVE MONEY FROM THE SETTLEMENT OF THIS CASE.
- YOUR LEGAL RIGHTS MAY BE AFFECTED BY THIS LAWSUIT.
- TO RECEIVE MONEY FROM THIS SETTLEMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE SEPTEMBER 6, 2017.
- IF YOU DO NOT WISH TO PARTICIPATE IN THE SETTLEMENT YOU MAY REQUEST TO BE EXCLUDED FROM THE SETTLEMENT BY SENDING A WRITTEN REQUEST FOR EXCLUSION THAT MUST BE POSTMARKED ON OR BEFORE JULY 7, 2017.
- IF YOU RECEIVED THIS NOTICE ON BEHALF OF A CLASS MEMBER, AS DEFINED BELOW, WHO IS DECEASED, YOU SHOULD PROVIDE THE NOTICE TO THE AUTHORIZED LEGAL REPRESENTATIVE OF THAT CLASS MEMBER.

YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A proposed \$7.175 million settlement (the “Settlement”) has been reached between the parties in this class action pending in the United States District Court for the Northern District of Ohio (the “Court”) brought on behalf of all individuals and entities described above (the “Class”). The Court has preliminarily approved the Settlement, whose terms are set forth in the Stipulation of Settlement, which is available at www.tcpisohalsecuritieslitigation.com. You have received this Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) because the Settling Parties’ records indicate that you may be a member of the Class. This Notice is designed to inform you of your rights, how you can submit a claim and how you can comment in favor of the Settlement or object to the Settlement. If the Settlement is finally approved by the Court, the Settlement will be binding upon you, unless you exclude yourself, even if you do not submit a claim to obtain money from the Settlement and even if you object to the Settlement.

The Settlement creates a fund in the amount of \$7.175 million in cash (the “Settlement Fund”) for the benefit of members of the Class (“Class Members”) who purchased or acquired TCPI common stock during the period from June 26, 2014, through and including February 26, 2015 (the “Class Period”), including purchasers of TCPI common stock pursuant and/or traceable to the Registration Statement for TCPI’s June 25, 2014 initial public offering. Your

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated April 11, 2017 (the “Settlement Agreement” or “Stipulation”), which is available on the website www.tcpisohalsecuritieslitigation.com.

recovery from the Settlement Fund will be calculated according to the Plan of Allocation which is detailed at the end of this Notice. The amount of your payment will depend on a number of variables, including the number of shares that you purchased or acquired during the Class Period and the timing of any purchases or acquisitions and sales that you made. Lead Counsel estimates that the average distribution per share of TCPI common stock under the Settlement is \$1.00 before deduction of fees and expenses. If you have any questions regarding the Plan of Allocation or your potential recovery, you may contact Lead Counsel or the Claims Administrator, whose contact information is listed below in this Notice.

Lead Plaintiff's Counsel, who have been prosecuting this Litigation on a wholly-contingent basis since its inception, have not received any payment of attorneys' fees for their representation of the Class and they have advanced the funds to pay expenses necessarily incurred to prosecute the Litigation. Lead Counsel will apply to the Court for an award of attorneys' fees for all Lead Plaintiff's Counsel in an amount not to exceed 25% of the Settlement Fund. In addition, Lead Counsel will apply for reasonable litigation expenses (exclusive of administration costs) in an amount not to exceed \$100,000. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. If the Settlement is approved, and Lead Counsel's fee and expense application is granted in its entirety, the average cost per share of these fees and expenses will be approximately \$0.26 per share of TCPI common stock.

Lead Plaintiff and the Class are being represented by Lead Counsel Robbins Geller Rudman & Dowd LLP. Any questions regarding the Litigation or the Settlement should be directed to Jack Reise at Robbins Geller Rudman & Dowd LLP, 120 East Palmetto Park Road, Suite 500, Boca Raton, FL 33432, 1-800-449-4900.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
SUBMIT A PROOF OF CLAIM POSTMARKED OR SUBMITTED ONLINE NO LATER THAN SEPTEMBER 6, 2017	This is the only way to be eligible to get a payment in connection with the Settlement.
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION POSTMARKED NO LATER THAN JULY 7, 2017	If you exclude yourself from the Class, you will not be eligible to get any payment from the Net Settlement Fund. This is the only option that allows you to be part of any other lawsuit against TCPI or the other Released Persons concerning the Released Claims (defined below).
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN JULY 7, 2017	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the fee and expense application, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense application unless you are a Class Member and do not exclude yourself.
GO TO THE SETTLEMENT HEARING ON AUGUST 1, 2017. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN JULY 7, 2017	Filing a written objection and notice of intention to appear allows you to speak in Court about the fairness of the Settlement, the Plan of Allocation, and/or the fee and expense application. If you submit a written objection, you may (but do not have to) attend the hearing and speak to the Court about your objection.
DO NOTHING	If you are a Class Member and you do not submit a Proof of Claim by September 6, 2017, you will not be eligible to receive any payment from the Net Settlement Fund. You will, however, remain a Class Member, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court pertaining to the Litigation.

There will be a fairness hearing on the Settlement ("Settlement Hearing") before the Honorable Dan A. Polster, United States District Court Judge, at 12:00 p.m. EDT on August 1, 2017, in Courtroom 18B of the Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Cleveland, Ohio 44113.

SUMMARY OF THIS NOTICE

Further Information

For further information regarding the Litigation, this Notice or to review the Settlement Agreement, please contact the Claims Administrator toll-free at 1-866-680-5376, or visit the website www.tcpisahalsecuritieslitigation.com.

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

Reasons for the Settlement

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

BASIC INFORMATION

1. Why did I get this Notice package?

This Notice was sent to you pursuant to an Order of the Court because you or someone in your family or an investment account for which you serve as custodian may have purchased or acquired TCPI common stock during the period from June 26, 2014, through and including February 26, 2015, or pursuant and/or traceable to the Registration Statement for TCPI's June 25, 2014 initial public offering. The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement, and you have a right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator selected by Lead Counsel and approved by the Court will make payments pursuant to the Settlement and the Court-approved Plan of Allocation after any objections and appeals are resolved. This Notice is also being sent to inform you of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the fee and expense application.

The Court in charge of the Litigation is the United States District Court for the Northern District of Ohio, and the case is known as *Sohal v. Yan, et al.*, No. 1:15-cv-00393-DAP. The case has been assigned to the Honorable Dan A. Polster. The pension fund representing the Class is the "Lead Plaintiff," and the companies and individuals it sued and who has now settled are called the Defendants.

This Notice does not express any opinion by the Court concerning the merits of any claim or defense in the Litigation, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation, payments to Authorized Claimants will be made after any appeals are resolved, and after completion of all claims processing.

2. What is this lawsuit about?

Lead Plaintiff City of Warren Police & Fire Retirement System alleges claims for violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act"), and Rule 10b-5 promulgated thereunder, against TCPI, Ellis Yan and Brian Catlett (the "TCPI Defendants") on behalf of all persons or entities who purchased or otherwise acquired TCPI common stock during the Class Period. Lead Plaintiff also alleges claims for violations of Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 ("Securities Act") against the TCPI Defendants and the underwriters of TCPI's June 25, 2014 initial public offering, Deutsche Bank Securities Inc., Piper Jaffray & Co., Canaccord Genuity Inc. and Cowen and Company, LLC (the "Underwriter Defendants") on behalf of all persons or entities that purchased the common stock of TCPI pursuant or traceable to the Registration Statement for TCPI's June 25, 2014 initial public offering.

Lead Plaintiff alleges that Defendants (the TCPI Defendants and the Underwriter Defendants) made false and misleading statements and/or failed to disclose adverse facts in TCPI's offering materials and other public statements pertaining to, among other things, the regulatory certification processes for TCPI's products. Specifically, Lead Plaintiff alleges that Defendants failed to disclose that: (i) driven by the desire to increase production, lower costs and improve margins, the TCPI Defendants were bypassing the Underwriters Laboratory ("UL") and Energy Star

certification process by placing non-compliant products into the marketplace; and (ii) the Company's CEO had been consistently overriding and/or disregarding Company policies regarding, among other things: capital expenditures, customer credit and operating expenditure approvals, new product development processes, product design and safety certification, and the Company's code of ethics for principal executive and senior financial officers.

On February 26, 2015, TCPI announced that claims had been filed in Cuyahoga County, Ohio, against TCPI and its CEO, Defendant Yan, by its then-general counsel and chief compliance officer, alleging, among other things, misconduct by the CEO. As of the close of trading on February 27, 2015, shares of TCPI declined \$3.67 per share, or over 57%, to close at \$2.74 per share, a decline of 75% from the initial public offering price.

On June 12, 2015, Lead Plaintiff filed its Consolidated Amended Complaint for Violation of Federal Securities Laws ("Amended Complaint"), which Defendants moved to dismiss on July 20, 2015. Lead Plaintiff opposed Defendants' motion on August 24, 2015, and briefing was completed on September 14, 2015.

On September 30, 2015, the Court entered an Order dismissing the Amended Complaint, with leave to amend. The Second Amended Complaint was filed on October 28, 2015. In addition to addressing the deficiencies found by the Court in Lead Plaintiff's Securities Act claims, the Second Amended Complaint added allegations of violations of Sections 10(b) and 20(a) of the Exchange Act.

Defendants filed a motion to dismiss the Second Amended Complaint on December 14, 2015, and Lead Plaintiff filed its opposition brief on January 19, 2016. The motion was fully briefed on February 9, 2016. The Court granted Defendants' motion with prejudice on February 25, 2016, and judgment was entered that day.

On March 24, 2016, Lead Plaintiff filed a Motion and Incorporated Memorandum of Law to Reconsider and Set Aside, Alter, Amend, or Vacate Judgment Pursuant to Rules 59(e), 60(b)(1), and/or 60(b)(6). Defendants opposed Lead Plaintiff's motion on April 4, 2016, and Lead Plaintiff filed its reply on April 13, 2016. On April 27, 2016, the Court entered an Order granting Lead Plaintiff's motion reinstating the Second Amended Complaint, except with respect to Lead Plaintiff's Exchange Act claims against Defendant Catlett. Defendants answered the Second Amended Complaint on June 8, 2016.

The Court thereafter directed the parties to engage in narrowly tailored discovery that would aid the parties in a meaningful mediation. Defendants produced documents to Lead Plaintiff in response to a formal document request.

In an effort to conserve judicial resources and attempt to settle the Litigation, the parties engaged the services of Jed Melnick, Esq., a nationally recognized mediator. The parties prepared detailed mediation statements and engaged in a full-day in-person mediation session with Mr. Melnick on November 18, 2016. These efforts culminated with the parties agreeing to settle the Litigation on February 9, 2017, for \$7,175,000, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

3. Why is there a settlement?

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

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any damages. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of TCPI common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the amount, if any, by which the price of TCPI common stock was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of various market forces on the price of TCPI common stock at various times during the Class Period; (6) the extent to which external factors influenced the price of TCPI common stock at various times during the Class Period; (7) the extent to which the various matters that Lead Plaintiff alleged were materially false or misleading influenced (if at all) the price of TCPI common stock at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Lead Plaintiff alleged were omitted influenced (if at all) the price of TCPI common stock at various times during the Class Period.

WHO IS IN THE SETTLEMENT

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

The Court directed that everyone who fits this description is a Class Member: ***all Persons who purchased or otherwise acquired TCPI common stock at any time during the period from June 26, 2014, through and including February 26, 2015, including purchasers of TCPI common stock pursuant and/or traceable to the Registration Statement for TCPI's June 25, 2014 initial public offering***, except those Persons and entities that are excluded.

Excluded from the Class are: Defendants, members of the immediate families of each of the Defendants, any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest, or which is related to or affiliated with any Defendant, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. The Defendants or any entity in which any Defendant has a controlling interest (for purposes of this paragraph, together a "Defendant-Controlled Entity") are excluded from the Class only to the extent that such Defendant-Controlled Entity itself purchased a proprietary (*i.e.*, for its own account) interest in TCPI's common stock. To the extent that a Defendant-Controlled Entity purchased TCPI's common stock in a fiduciary capacity or otherwise on behalf of any third-party client, account, fund, trust, or employee benefit plan that otherwise falls within the Class, neither such Defendant-Controlled Entity nor the third-party client, account, fund, trust, or employee benefit plan shall be excluded from the Class with respect to such TCPI stock. Also excluded from the Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 11 below.

Please Note: Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before September 6, 2017.

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

If you are not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-866-680-5376, or you can fill out and return the Proof of Claim enclosed with this Notice package, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

The Settlement provides that, in exchange for the release of the Released Claims (defined below) and dismissal of the Litigation, Defendants have agreed to pay (or cause to be paid) \$7.175 million in cash to be distributed after taxes, fees, and expenses, *pro rata*, to Class Members who send in a valid Proof of Claim pursuant to the Court-approved Plan of Allocation. The Plan of Allocation is described in more detail at the end of this Notice.

7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including the total amount of claims represented by the valid Proofs of Claim that Class Members send in, compared to the amount of your claim, all as calculated under the Plan of Allocation discussed below. At this time, however, it is not possible to make any determination as to how much a Class Member may receive from the Settlement.

HOW YOU GET A PAYMENT – SUBMITTING A PROOF OF CLAIM

8. How can I get a payment?

To be eligible to receive a payment from the Settlement, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.tcpisohalsecuritieslitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **return it so that it is postmarked, if mailed, or received, if submitted online, no later than September 6, 2017**. The Proof of Claim may be submitted online at www.tcpisohalsecuritieslitigation.com.

9. When would I get my payment?

The Court will hold a Settlement Hearing on August 1, 2017, at 12:00 p.m. EDT, to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proofs of Claim to be processed. The Net Settlement Fund will not be distributed until the Court has approved a plan of allocation, and the time for any petition for rehearing, appeal, or review has expired. Please be patient.

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

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

- "Released Claims" means any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceedings (including, but not limited to, any claims arising under federal, state, foreign or common law, including the federal securities laws and any state disclosure laws), by or on behalf of Lead Plaintiff or any Member of the Class, whether individual, direct, class, representative, legal, equitable, or any other type or in any other capacity against Defendants and their Related Parties which the Class ever had, now has, or may have had by reason of, arising out of, relating to, or in connection with: (i) the purchase or acquisition of TCPI common stock during the Class Period, and (ii) the acts, events, facts, matters, transactions, occurrences, statements, representations, misrepresentations or omissions or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to the allegations in the Litigation or which could have been included in the allegations in the Litigation provided, however, that the Released Claims shall not include any claims to enforce the Settlement.
- "Released Defendants' Claims" means any and all claims, rights, duties, controversies, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, losses, judgments, liabilities, allegations, arguments, and causes of action of every nature and description (including Unknown Claims), whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against Defendants in the Litigation, except for claims relating to the enforcement of the Settlement.
- "Released Persons" means each and all of the Defendants and their respective Related Parties.
- "Related Parties" means each of Defendants' respective controlling persons, associates, affiliates and subsidiaries and each and all of their respective past or present officers, members, managers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns.
- "Unknown Claims" means any and all Released Claims or Released Defendants' Claims that any of the Settling Parties or Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Persons, Lead Plaintiff, Lead Plaintiff's Counsel, or Class Members which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Persons, Lead Plaintiff, Lead Plaintiff's Counsel, or Class Members, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement or to the release of the Released Persons, Lead Plaintiff, Lead Plaintiff's Counsel, or Class Members. With respect to any and all Released Claims and Released Defendants' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive and each of the Settling Parties shall be deemed to have,

and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

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

The Settling Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. The Settling Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she, it, or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims or Released Defendants' Claims, but the Settling Parties shall expressly settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

EXCLUDING YOURSELF FROM THE CLASS

If you do not want to participate in this Settlement, and you want to keep the right to potentially sue Defendants and the other Released Persons, on your own, about the claims being released by the Settlement, then you must take steps to remove yourself from the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out.”

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

To exclude yourself from the Class and the Settlement, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *TCPI Sohal Securities Litigation*.” Your letter must include your purchases, acquisitions and sales of TCPI common stock during the Class Period, including shares purchased pursuant and/or traceable to TCPI’s June 25, 2014 initial public offering, including the dates, the number of shares of TCPI common stock purchased, acquired or sold, and price paid or received for each such purchase, acquisition, or sale. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request so that it is **postmarked no later than July 7, 2017** to:

TCPI Sohal Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
EXCLUSIONS
3301 Kerner Blvd.
San Rafael, CA 94901

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue Defendants and the other Released Persons about the Released Claims in the future.

NO REQUEST FOR EXCLUSION WILL BE CONSIDERED VALID UNLESS ALL OF THE INFORMATION DESCRIBED ABOVE IS INCLUDED IN THE REQUEST

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

No. Unless you exclude yourself, you give up any rights you may potentially have to sue Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons speak to your lawyer in that case immediately. You must exclude yourself from the Class in this Litigation to

continue your own lawsuit. Remember, the exclusion deadline is July 7, 2017. Defendants may withdraw from and terminate the Settlement if Class Members who purchased in excess of a certain amount of TCPI common stock exclude themselves from the Class.

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

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

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

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

15. How will the lawyers be paid?

Lead Counsel will apply to the Court for an award of attorneys' fees not to exceed twenty-five percent (25%) of the Settlement Amount and for expenses and costs (exclusive of administration costs) in an amount not to exceed \$100,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. The requested fees and expenses would amount to an average of \$0.26 per share. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees, expenses or compensation.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can comment or object to the proposed Settlement, the proposed Plan of Allocation and/or Lead Counsel's fee and expense application. You can write to the Court setting out your comment or objection. The Court will consider your views. To comment or object, you must send a signed letter saying that you wish to comment on or object to the proposed Settlement in the *TCPI Sohal Securities Litigation*. Include your name, address, e-mail address, telephone number, and your signature, identify the number of shares of TCPI common stock you owned as of the beginning of trading on June 26, 2014 (the first day of the Class Period), identify the date(s), price(s), and number(s) of shares of TCPI common stock you purchased, acquired and sold during the Class Period, and state your comments or the reasons why you object to the proposed Settlement. Your comments or objection must be filed with the Court and mailed or delivered to each of the following addresses such that it is **received no later than July 7, 2017:**

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
Carl B. Stokes U.S. Courthouse
801 West Superior Avenue
Cleveland, OH 44113

Counsel for Lead Plaintiff:
Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

Charles F. Smith
Marcella L. Lape
Gail E. Lee
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
155 North Wacker Drive, Suite 2700
Chicago, IL 60606-1720

Judy L. Woods
BENESCH, FRIEDLANDER,
COPLAN & ARONOFF LLP
One American Square, Suite 2300
Indianapolis, IN 46282

Adam S. Hakki
Daniel C. Lewis
SHEARMAN & STERLING LLP
599 Lexington Avenue
New York, NY 10022

17. What is the difference between objecting and excluding?

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

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

THE COURT'S SETTLEMENT HEARING

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

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

The Court will hold a Settlement Hearing at **12:00 p.m. EDT, on August 1, 2017**, in the Courtroom of the Honorable Dan A. Polster, at the United States District Court for the Northern District of Ohio, Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Cleveland, Ohio. At the hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them, even if you do not ask to speak at the hearing. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Lead Counsel. After the Settlement Hearing, the Court will decide whether to approve the Settlement and the Plan of Allocation. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www.tcpisohalsecuritieslitigation.com beforehand to be sure that the date and/or time have not changed.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see question 16 above) a statement saying that it is your "Notice of Intention to Appear in the *TCPI Sohal Securities Litigation*." Persons who intend to object to the Settlement, the Plan of Allocation, and/or any attorneys' fees and expenses to be awarded to Lead Counsel and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Your notice of intention to appear must be **received** by the Court **no later than July 7, 2017**, and addressed to counsel at the addresses listed above in question 16.

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

IF YOU DO NOTHING

21. What happens if I do nothing?

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

GETTING MORE INFORMATION

22. How do I get more information?

For even more detailed information concerning the matters involved in this Litigation, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-866-680-5376. Reference is also made to the Settlement Agreement, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement related papers filed in the Litigation, which are posted on the Settlement website at www.tcpisohalsecuritieslitigation.com, and which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of Ohio, Carl B. Stokes U.S. Courthouse, 801 West Superior Avenue, Cleveland, Ohio, during regular business hours. For a fee, all papers filed in this Litigation are available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

The Settlement Amount of \$7.175 million and any interest earned thereon is the “Settlement Fund.” The Settlement Fund, less all taxes, approved costs, fees, and expenses (the “Net Settlement Fund”) shall be distributed to Class Members who submit timely and valid Proofs of Claim to the Claims Administrator (“Authorized Claimants”). The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in TCPI common stock during the Class Period.

For purposes of formulating the Plan of Allocation and determining the amount an Authorized Claimant may recover under it, Lead Counsel has conferred with its damages consultant regarding the Plan of Allocation and it reflects an assessment of the damages that it believes could have been recovered by Class Members had Lead Plaintiff prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant’s claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant’s claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

Allowed claims will also be subjected to the statutory Private Securities Litigation Reform Act of 1995 (“PSLRA”) 90-day look-back amount of \$3.13.²

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share shall be \$0.00.

A “claim” will be calculated as follows:

For shares of common stock purchased or otherwise acquired between June 26, 2014 (including shares purchased pursuant and/or traceable to the Registration Statement for TCPI’s June 25, 2014 initial public offering) and February 26, 2015, inclusive:

A. For shares held at the end of trading on May 27, 2015, the Recognized Loss shall be that number of shares multiplied by the lesser of:

- (1) \$3.65 per share; or
- (2) the difference between the purchase price per share and \$3.13.

B. For shares sold between February 27, 2015 and May 27, 2015, the Recognized Loss shall be that number of shares multiplied by the least of:

- (1) \$3.65 per share; or
- (2) the difference between the purchase price per share and the sales price per share; or
- (3) the difference between the purchase price per share and the average closing price between February 27, 2015 and the date of sale, as found in Table A.³

C. For shares sold between June 26, 2014 and February 26, 2015, the Recognized Loss shall be zero.

² Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” The mean (average) closing price of TCPI common stock during the 90-day period beginning on February 27, 2015 and ending on May 27, 2015 was \$3.13 per share.

³ Pursuant to Section 21(D)(e)(2) of the PSLRA, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

Table A

Date of Sale	Average Closing Price Between 02/27/2015 and Date of Sale
2/27/2015	\$2.74
3/2/2015	\$2.73
3/3/2015	\$2.72
3/4/2015	\$2.75
3/5/2015	\$2.74
3/6/2015	\$2.75
3/9/2015	\$2.74
3/10/2015	\$2.74
3/11/2015	\$2.73
3/12/2015	\$2.73
3/13/2015	\$2.71
3/16/2015	\$2.68
3/17/2015	\$2.66
3/18/2015	\$2.64
3/19/2015	\$2.62
3/20/2015	\$2.61
3/23/2015	\$2.60
3/24/2015	\$2.59
3/25/2015	\$2.58
3/26/2015	\$2.57
3/27/2015	\$2.56
3/30/2015	\$2.54
3/31/2015	\$2.51
4/1/2015	\$2.48
4/2/2015	\$2.47
4/6/2015	\$2.46
4/7/2015	\$2.46
4/8/2015	\$2.45
4/9/2015	\$2.45
4/10/2015	\$2.46
4/13/2015	\$2.47

Date of Sale	Average Closing Price Between 02/27/2015 and Date of Sale
4/14/2015	\$2.47
4/15/2015	\$2.49
4/16/2015	\$2.52
4/17/2015	\$2.56
4/20/2015	\$2.60
4/21/2015	\$2.63
4/22/2015	\$2.67
4/23/2015	\$2.70
4/24/2015	\$2.73
4/27/2015	\$2.75
4/28/2015	\$2.78
4/29/2015	\$2.80
4/30/2015	\$2.83
5/1/2015	\$2.84
5/4/2015	\$2.86
5/5/2015	\$2.89
5/6/2015	\$2.91
5/7/2015	\$2.92
5/8/2015	\$2.94
5/11/2015	\$2.96
5/12/2015	\$2.98
5/13/2015	\$2.99
5/14/2015	\$3.01
5/15/2015	\$3.03
5/18/2015	\$3.04
5/19/2015	\$3.06
5/20/2015	\$3.07
5/21/2015	\$3.09
5/22/2015	\$3.10
5/26/2015	\$3.12
5/27/2015	\$3.13

The date of purchase, acquisition or sale is 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 TCPI common stock during the Class Period shall not be deemed a purchase, acquisition or sale of TCPI common stock for the calculation of a claimant’s recognized claim 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. The receipt of TCPI common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase, acquisition or sale of TCPI common stock.

For Class Members who held TCPI common stock at the beginning of the Class Period or made multiple purchases, acquisitions or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of TCPI common stock during the Class Period will be matched, in chronological order, first against shares of TCPI common stock held at the beginning of the Class Period. The remaining sales of TCPI common stock during the Class Period will then be matched, in chronological order, against common stock purchased or acquired during the Class Period.

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 TCPI common stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of common stock that have been matched against the common stock held at the beginning of the Class Period will not be used in the calculation of such net loss. **No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.**

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. Defendants, their counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against Lead Plaintiff, Lead Plaintiff's Counsel, the Claims Administrator, or other Person designated by Lead Counsel, Defendants, or Defendants' counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. 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.

Defendants, their counsel, and all other Released Persons will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Lead Plaintiff and Lead Plaintiff's Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund after at least six (6) months after the initial distribution of such funds shall be used: (a) first, to pay any amounts omitted from the initial disbursement; (b) second, additional settlement administration fees, costs, and expenses, including those of Lead Plaintiff's Counsel as may be approved by the Court; and (c) to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to an appropriate non-sectarian, non-profit charitable organization serving the public interest, designated by Lead Counsel.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or otherwise acquired TCPI common stock during the Class Period or pursuant and/or traceable to the Registration Statement for TCPI's June 25, 2014 initial public offering for the beneficial interest of an individual or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or acquired such common stock during such time period, or (b) request additional copies of this Notice and the Proof of Claim, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim directly to the beneficial owners of the common stock referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

TCPI Sohal Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30216
College Station, TX 77842-3216
1-866-680-5376
www.tcpisohalsecuritieslitigation.com

DATED: April 13, 2017

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO