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11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**

13 **IN RE TERRAVIA HOLDINGS, INC.,**
14 **SECURITIES LITIGATION**

15 Case No.: 16-cv-06633-JD

16 **CLASS ACTION**

17 Honorable James Donato

18 **AMENDED STIPULATION OF**
19 **SETTLEMENT**

1 This Stipulation of Settlement (the “Stipulation”) dated August 4, 2022 is hereby submitted
2 to the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure. Subject to the approval of
3 the Court, this Stipulation is entered into among the TerraVia Investor Group (Craig Taffel, Casey
4 Minnick, Dimitrios Daniil, Ali Alkhateeb, Yisroel Lieber) and proposed Class Representatives
5 Reuben Perales and Casey Minnik (collectively, “Plaintiffs”),¹ and Defendants Jonathan S. Wolfson
6 (“Wolfson”), Apurva S. Mody (“Mody”), and Tyler W. Painter (“Painter”) (collectively,
7 “Defendants”), by and through their respective counsel. Plaintiffs and Defendants are collectively
8 referred to herein as the “Parties” or the “Settling Parties.”

9 1. WHEREAS, on November 16, 2016, plaintiff Ruben Perales filed a putative class
10 action complaint styled as *Ruben Perales v. TerraVia Holdings Inc., et al.*, No. 3:16-CV-06633-JD
11 (the “Action”), alleging violations of federal securities laws against TerraVia Holdings, Inc.
12 (“TerraVia” or the “Company”) and Defendants in the United States District Court for the Northern
13 District of California;

14 2. WHEREAS, on December 29, 2016, Plaintiff Dimitrios Daniil filed a putative class
15 action complaint styled as *Dimitrios Daniil v. TerraVia Holdings Inc., et al.*, No. 3:16-CV-07388-
16 WHO (the “Daniil Action”), alleging violations of federal securities laws against TerraVia and
17 Defendants in the United States District Court for the Northern District of California;

18 3. WHEREAS, on April 7, 2017, the Court consolidated the Daniil Action into the
19 Action and appointed as Lead Plaintiff the TerraVia Investor Group, *see* ECF No. 36;

20 4. WHEREAS, on April 18, 2017, the Court appointed Pomerantz LLP as Plaintiffs’
21 Counsel, *see* ECF No. 38;

22 5. WHEREAS, on April 26, 2017, Plaintiffs filed the Consolidated Amended Class
23 Action Complaint for Violations of the Federal Securities Laws (the “ Amended Complaint”), *see*
24 ECF No. 39, alleging violations of §10(b) of the Securities Exchange Act of 1934 (“Exchange Act”)
25

26
27 ¹ All capitalized words and terms that are not otherwise defined in text shall have the meaning
28 ascribed in the section entitled “Certain Definitions.”

1 against TerraVia and Wolfson, Mody, and Painter; and violations of §20(a) of the Exchange Act
2 against Wolfson, Mody, and Painter;

3 6. WHEREAS, on August 2, 2017, TerraVia petitioned the United States Bankruptcy
4 Court for the District of Delaware for relief under chapter 11 of title 11 of United States Code, *see*
5 ECF No. 48;

6 7. WHEREAS, by Order dated October 4, 2017, the Court lifted the stay as to Wolfson,
7 Mody, and Painter, *see* ECF No. 57;

8 8. WHEREAS, on February 4, 2020, the Court entered an Order granting in part and
9 denying in part Defendants' motion to dismiss, *see* ECF No. 80;

10 9. WHEREAS, the Settlement set forth in this Stipulation is the product of substantial,
11 protracted arm's-length negotiations, including significant mediation efforts conducted on August
12 25, 2020 by experienced mediator Michelle Yoshida, Esq.;

13 10. WHEREAS, in recognition of the inherent risks and costs of continued litigation and
14 the benefits of resolving this litigation, the Parties desire to settle and resolve any and all actual or
15 potential claims by or between Plaintiffs, on the one hand, and the Released Persons, on the other
16 hand, arising out of or relating to the subject matter of this Action;

17 11. WHEREAS, the Released Persons deny any wrongdoing and/or fault whatsoever, and
18 the Settling Parties agree that this Stipulation, the fact of settlement, any settlement discussions, any
19 settlement proceedings, and any statements and/or documents relating to this Settlement and/or to
20 any settlement term do not constitute and in no event shall be construed as (or be considered
21 evidence of) an admission or concession: (i) by any Released Person with respect to any fact or
22 matter stated or alleged in the Action; (ii) by any Released Person with respect to any actual or
23 potential claim, liability, wrongdoing, fault, or damage whatsoever; (iii) by any Released Person
24 with respect to any infirmity in any defense or other argument that any Released Person has asserted;
25 or (iv) by Plaintiffs with respect to any infirmity in the claims asserted in the Action;

26 12. WHEREAS, the Parties wish to settle and compromise any dispute regarding the
27 Action or its subject matter, including but not limited to whether the Action was filed by Plaintiffs
28 and defended by Defendants in good faith and with an adequate basis in fact under Rule 11 of the

1 Federal Rules of Civil Procedure, and agree that the Action is being voluntarily settled after work
2 with an experienced mediator and on the advice of counsel and that the terms of the Settlement are
3 fair, adequate, and reasonable;

4 13. WHEREAS, Plaintiffs' Counsel, on the basis of their further investigation and the
5 opinions of retained experts, have thoroughly analyzed both the underlying events and transactions
6 alleged in the Action and the remaining claims against Defendants, and the potential defenses
7 thereto. As a result of this information and their discussions with Plaintiffs, there is a sufficient basis
8 to evaluate the Settlement, as described in this Stipulation, and they have concluded that the
9 Settlement is fair, reasonable, and adequate;

10 14. WHEREAS, Plaintiffs' Counsel have also concluded that the terms and conditions of
11 the Settlement set forth herein are fair, reasonable, and adequate to Plaintiffs and the Settlement
12 Class, and in their best interests, after considering: (i) the substantial benefits that the Settlement
13 Class will receive from the settlement of the claims against Defendants; (ii) the attendant costs and
14 risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as
15 provided by the terms of this Stipulation;

16 NOW, WHEREFORE, without any admission or concession on the part of the Plaintiffs of
17 any lack of merit in the Action whatsoever, and without any admission or concession on the part of
18 Defendants of any liability, wrongdoing, fault, or lack of merit in the defenses asserted in the Action
19 whatsoever, the Settling Parties hereby STIPULATE AND AGREE, through their respective
20 attorneys, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil
21 Procedure, to the following terms and conditions:

22 **A. CERTAIN DEFINITIONS**

23 As used in this Stipulation, the following terms have the meanings specified below:

24 1. "Action" means *In re TerraVia Holdings, Inc.*, No. 3:16-CV-06633-JD, pending in
25 the United States District Court for the Northern District of California.

26 2. "Attorneys' Fees and Expenses" means any portion of the Gross Settlement Fund
27 approved by the Court for payment to Plaintiffs' Counsel, including attorneys' fees, costs, litigation
28 expenses, and fees and expenses of experts (excluding Notice and Administration Expenses).

1 3. “Authorized Claimant” means any Claimant whose claim for recovery has been
2 allowed pursuant to the terms of the Stipulation or by order of the Court.

3 4. “Award to Plaintiffs” means any portion of the Gross Settlement Fund approved by
4 the Court for payment to Plaintiffs Craig Taffel, Casey Minnick, Dimitrios Daniil, Ali Alkhateeb,
5 Yisroel Lieber, and/or Reuben Perales as reimbursement for their service to the Settlement Class in
6 this Action, and of reasonable costs and expenses directly relating to the representation of the
7 Settlement Class pursuant to 15 U.S.C. § 78u-4(a)(4).

8 5. “Bar Order” means that portion of the Order and Judgment, the text of which will be
9 substantially in the form set out in paragraphs 8–10 of Exhibit B that the Settling Parties will ask the
10 Court to enter and that is an essential term of the Settlement.

11 6. “Barred Claims” means any claim, if any, however styled, whether for
12 indemnification, contribution, or otherwise and whether arising under state, federal, or common law,
13 against the Released Persons (including claims asserted by Released Persons against other Released
14 Persons) where the claim is or arises from a Released Claim and the alleged injury to such Person
15 arises from that Person’s alleged liability to the Settlement Class or any Settlement Class Member,
16 including any claim in which a Person seeks to recover from any of the Released Persons (i) any
17 amounts such person or entity has or might become liable to pay to the Settlement Class or any
18 Settlement Class Member and/or (ii) any costs, expenses, or attorneys’ fees from defending any
19 claim by the Settlement Class or any Settlement Class Member.

20 7. “Claimant” means any Settlement Class Member who files a Proof of Claim in such
21 form and manner, and within such time, as set forth in this Stipulation, or as the Court shall
22 prescribe.

23 8. “Claims Administrator” means the accounting and claims administration firm,
24 Strategic Claims Services, which Plaintiffs’ Counsel requests the Court to appoint to administer this
25 Settlement and disseminate notice to the Settlement Class.

26 9. “Court” means the United States District Court for the Northern District of California.

27 10. “Defendants” means Jonathan S. Wolfson, Apurva S. Mody, and Tyler W. Painter.

28 11. “Defendants’ Counsel” means the law firm of Morrison & Foerster LLP.

1 12. “Distribution Order” means the order entered by the Court, upon application of
2 Plaintiffs’ Counsel and on notice to Defendants’ Counsel, following the occurrence of the events
3 identified in paragraph D.11 below, which authorizes the Claims Administrator to distribute the Net
4 Settlement Fund to the Settlement Class.

5 13. “Effective Date” means the date on which all of the conditions set forth below in
6 paragraph K.1 shall have been satisfied.

7 14. “Escrow Agent” means Huntington National Bank.

8 15. “Final” shall mean, with respect to the Court’s Order and Judgment, the occurrence of
9 either of the following (whichever is earlier): (i) if an appeal or review is not sought by any Person
10 from the Order and Judgment, the day following the expiration of the time to appeal or petition from
11 the Order and Judgment; or (ii) if an appeal or review is sought from the Order and Judgment, the
12 day after such Order and Judgment is affirmed or the appeal or review is dismissed or denied and
13 such Order and Judgment is no longer subject to further judicial review, including upon appeal or
14 review by writ of certiorari. Any appeal or other proceeding pertaining solely to an order or the part
15 of an order adopting or approving a Plan of Allocation or solely to any order or the part of an order
16 issued solely with respect to an application for attorneys’ fees and expenses herein shall not in any
17 way delay or preclude the Judgment from becoming Final.

18 16. “Gross Settlement Fund” means the Settlement Amount plus all interest earned
19 thereon.

20 17. “Lead Counsel” or “Plaintiffs’ Counsel” means the law firm of Pomerantz LLP.

21 18. “Net Settlement Fund” means the Gross Settlement Fund, less: (i) taxes on the
22 income thereof and any Tax Expenses; (ii) the Notice and Administration Expenses as authorized by
23 this Stipulation; (iii) Attorneys’ Fees and Expenses authorized by the Court; (iv) any Award to
24 Plaintiffs authorized by the Court; and (v) other fees and expenses authorized by the Court.

25 19. “Notice and Administration Escrow Account” means the account to be established
26 from the Gross Settlement Fund and maintained by the Escrow Agent. The Notice and
27 Administration Escrow Account may be drawn upon as approved by Plaintiffs’ Counsel for Notice
28 and Administration Expenses without further order of the Court. Prior to the Effective Date, no

1 more than \$150,000.00 (One Hundred Fifty Thousand Dollars and Zero Cents) may be paid for
2 Notice and Administration Expenses without further order of the Court.

3 20. "Notice and Administration Expenses" means all expenses incurred (whether or not
4 paid) in connection with the preparation, printing, mailing, and publication of the Notice to the
5 Settlement Class of the proposed settlement, all expenses associated with the Notice and
6 Administration Escrow Account, Settlement Escrow Account, and Escrow Agent, and all other
7 expenses of Settlement administration; provided, however, that none of these expenses shall be
8 deemed to include Attorneys' Fees and Expenses or Plaintiff Awards. All such Notice and
9 Administration Expenses shall be paid from the Gross Settlement Fund.

10 21. "Order and Judgment" means the order and judgment entered by the Court,
11 substantially in the form attached hereto as Exhibit B.

12 22. "Person" means any individual, corporation, partnership, limited liability company or
13 partnership, limited partnership, professional corporation, association, joint stock company, trust,
14 estate, unincorporated association, government, or any political subdivision or agency thereof, any
15 other type of legal or political entity, any representative, and, as applicable, their respective spouses,
16 heirs, predecessors, successors-in-interest, representatives, and assigns.

17 23. "Plaintiffs" means Craig Taffel, Casey Minnick, Dimitrios Daniil, Ali Alkhateeb,
18 Yisroel Lieber, and Reuben Perales.

19 24. "Plan of Allocation" means the plan for allocating the Net Settlement Fund (as set
20 forth in the Notice of Proposed Class Action (the "Notice"), attached as Exhibit A-1 to the Order of
21 Preliminary Approval of Settlement) to Authorized Claimants after payment of Notice and
22 Administration Expenses, Taxes and Tax Expenses, and Attorneys' Fees and Expenses. The Plan of
23 Allocation is not part of the Stipulation and the Released Persons shall have no liability with respect
24 thereto.

25 25. "Released Claims" means any and all claims, rights, demands, obligations, damages,
26 actions or causes of action, or liabilities whatsoever, of every nature and description, whether known
27 claims or Unknown Claims (as defined below), whether arising under federal, state, common, or
28 foreign law or regulation, that arise out of or relate in any way to both (1) the purchase or sale of

1 TerraVia Common stock during the Class Period and (2) the allegations, representations, statements,
2 omissions, or matters referred to in the complaints that Plaintiffs filed in this Action or that Plaintiffs
3 or any member of the Settlement Class could have asserted in this Action or in any court. Excluded
4 from the definition of Released Claims are: (i) all claims of any Person who submits a request for
5 exclusion from the Settlement, to the extent that the Court grants any such request; and (ii) all claims
6 to enforce any of the terms of this Stipulation.

7 26. "Released Defendants' Claims" means all claims, demands, rights, remedies,
8 liabilities, and causes of action of every nature and description whatsoever, whether based on
9 federal, state, local, statutory, or common law, or any other law, rule, or regulation, including both
10 known and Unknown Claims, that: (i) have been or could have been asserted in the Action by any of
11 the Released Persons or the successors and assigns of any of them, against any of the Plaintiffs or
12 any of their attorneys; and (ii) arise out of or relate in any way to the institution, prosecution, or
13 Settlement of this Action or the Released Claims, including but not limited to all claims for
14 malicious prosecution or sanctions. "Released Defendants' Claims" does not include claims to
15 enforce any of the terms of this Stipulation.

16 27. "Released Persons" means Defendants and their agents, attorneys, accountants,
17 advisors, and the predecessors, successors, insurers, administrators, and assigns of each of the
18 foregoing.

19 28. "Settlement" means the settlement of the Action contemplated by this Stipulation.

20 29. "Settlement Amount" means a sum in the amount of \$2,500,000.00 (Two Million
21 Five Hundred Thousand Dollars and Zero Cents).

22 30. "Settlement Class" means the Settlement Class for which Plaintiffs will seek
23 certification by the Court for the purpose of this Settlement only, consisting of:

24 All persons and entities that purchased or otherwise acquired TerraVia
25 Holdings, Inc. common stock between May 4, 2016, and November 6,
2016, both dates inclusive.

26 Excluded from the Class are (1) Defendants and their immediate family members; (2) any person
27 who served as an officer or director of TerraVia during the class period and their immediate family
28 members; (3) any entity in which any of the above have or had a controlling interest; and (4)

1 Settlement Class members who opt out of the Settlement.

2 31. "Settlement Class Member" means a member of the Settlement Class.

3 32. "Settlement Escrow Account" means the interest-bearing account selected by the
4 Escrow Agent for depositing the Settlement Amount less Notice and Claims Administration Costs.
5 The Settlement Escrow Account shall be managed by the Escrow Agent for the benefit of the
6 Plaintiffs and the Settlement Class until the Effective Date of the Settlement.

7 33. "Settlement Hearing" means the final hearing to be held by the Court to determine: (i)
8 whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether
9 all Released Claims should be dismissed with prejudice; (iii) whether the Order and Judgment
10 approving the Settlement should be entered thereon; (iv) whether the allocation of the Gross
11 Settlement Fund should be approved; and (v) whether the application for an award of Attorneys'
12 Expenses and Awards to Plaintiffs should be approved.

13 34. "Taxes and Tax Expenses" means (i) taxes (including any interest or penalties)
14 arising with respect to the income earned by the Gross Settlement Fund, including any taxes or tax
15 detriments that may be imposed with respect to any income earned by the Gross Settlement Fund for
16 any period during which the Gross Settlement Fund does not qualify as a qualified settlement fund
17 for federal or state income tax purposes; and (ii) expenses and costs incurred in connection with the
18 operation and implementation of paragraph E.3 (including, without limitation, expenses of tax
19 attorneys and/or accountants, and mailing and distribution costs and expenses relating to filing (or
20 failing to file) the returns described in paragraph E.3).

21 35. "Unknown Claims" means: (i) any claims that Plaintiffs or any Settlement Class
22 Member does not know or suspect to exist in his, her, their, or its favor at the time of the release of
23 the Released Persons, which if known by him, her, them, or it, might have affected his, her, their, or
24 its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object
25 to the Settlement, provided such claim arises out of or relates to the purchase or sale of TerraVia
26 Securities; and (ii) Defendants' Claims that any Defendant does not know or expect to exist in his,
27 her, or its favor, which if known by him, her, or it might have affected his, her, or its decision(s) with
28

1 respect to the Settlement. With respect to any and all Released Claims and Released Defendants'
2 Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly
3 waive, and each of the Settlement Class Members shall be deemed to have waived and by operation
4 of the Order and Judgment shall have waived, any and all provisions, rights, and benefits conferred
5 by any law of any state or territory of the United States, or principle of common law that is similar,
6 comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

7 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
8 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
9 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
10 AND THAT IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
11 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
12 PARTY.

11 Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the
12 Order and Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the
13 definitions of Released Claims and Released Defendants' Claims was separately bargained for and a
14 key element of the Settlement of which this release is a part.

15 **B. THE SETTLEMENT CONSIDERATION**

16 1. Subject to the terms of this Stipulation, Defendants (or their successors) shall cause
17 TerraVia's insurance carriers to pay the Settlement Amount of \$2,500,000.00 (Two Million Five
18 Hundred Thousand Dollars and Zero Cents) into an interest-bearing escrow account at Huntington
19 National Bank no later than thirty (30) calendar days after the later of: (1) the Court granting
20 preliminary approval of the settlement; or (2) receipt by Defendants of complete payment
21 instructions, including a form W-9 and other information that may be required by TerraVia's
22 insurance carriers. With the sole exception of Defendants' obligation to cause the payment of the
23 Settlement Amount into the Escrow Account as provided for herein, Released Defendant Parties
24 shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act,
25 omission, or determination by Plaintiffs' Counsel or the Claims Administrator, or any of their
26 respective designees or agents, in connection with the administration of the Settlement or otherwise;
27 (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation;
28 (iv) the determination, administration, calculation, or payment of any claims asserted against the

1 Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the
2 payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the
3 taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the
4 filing of any federal, state, or local returns.

5 2. Other than the obligation to cause the payment of the Settlement Amount pursuant to
6 paragraph B.1, Released Defendant Parties shall have no obligation to make any other payments into
7 the Escrow Account, to Plaintiffs, or to any other Settlement Class Member pursuant to this
8 Stipulation.

9 3. The Gross Settlement Fund, net of any Taxes on the income thereof and any Tax
10 Expenses, shall be used to pay: (i) the Notice and Administration Expenses as authorized by this
11 Stipulation; (ii) Attorneys' Expenses authorized by the Court; (iii) any Awards to Plaintiffs
12 authorized by the Court; and (iv) other fees and expenses authorized by the Court. The balance of
13 the Gross Settlement Fund remaining after the above payments shall be the Net Settlement Fund,
14 which shall be distributed to the Authorized Claimants in accordance with this Stipulation.
15 Defendants and Released Persons shall have no responsibility, duties, or liability with respect to the
16 allocation of the Gross Settlement Fund between and among Plaintiffs, Plaintiffs' Counsel, any
17 Settlement Class Members, or any other Persons.

18 4. Any sums required to be held in escrow hereunder shall be held by the Escrow Agent
19 for the benefit of the Plaintiffs and other Settlement Class Members until the Effective Date. Until
20 the date the Order and Judgment are entered, the Settlement Escrow Account and the Notice and
21 Administration Escrow Account shall be supervised by Plaintiffs' Counsel. The Released Defendant
22 Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the
23 administration of the Escrow Account or the actions or decisions of the Escrow Agent and shall have
24 no liability to the Settlement Class in connection with such administration. All funds held by the
25 Escrow Agent shall be deemed to be *in custodia legis* and shall remain subject to the jurisdiction of
26 the Court until such time as the funds shall be distributed or returned pursuant to this Stipulation
27 and/or further order of the Court. Other than amounts disbursed for providing notice to the
28 Settlement Class, customary administration costs, Taxes and Tax Expenses, Attorneys' Fees and

1 Expenses, and any Award to Plaintiffs, the remainder of the Gross Settlement Fund shall not be
2 distributed until the Effective Date. The Escrow Agent shall not disburse the Gross Settlement
3 Fund, or any portion thereof, except as provided in this Stipulation, or upon Order of the Court. The
4 Escrow Agent shall bear all risks related to the holding of the Gross Settlement Fund in the
5 Settlement Escrow Account and the Notice and Administration Escrow Account.

6 5. The Escrow Agent shall invest all funds exclusively in accounts backed by the full
7 faith and credit of the United States government or fully insured by the United States government or
8 an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured
9 by the Federal Deposit Insurance Corporation (FDIC) or (b) secured by instruments backed by the
10 full faith and credit of the United States government. The Escrow Agent shall reinvest the proceeds
11 of these accounts as they mature in similar instruments at their then-current market rates. Interest
12 earned on the money deposited into the Settlement Escrow Account and the Notice and
13 Administration Escrow Account shall be part of the Gross Settlement Fund.

14 6. The Notice and Administration Expenses shall be paid from the Gross Settlement
15 Fund. Any monies from the Notice and Administration Fund that remain after administration shall
16 be disbursed to the Settlement Escrow Account. The Notice and Administration Escrow Account
17 may be drawn upon by Plaintiffs' Counsel for Notice and Administration Expenses without further
18 Court approval. The Notice and Administration Escrow Account shall be administered solely by the
19 Escrow Agent. Any taxes or other expenses incurred in connection with the Notice and
20 Administration Escrow Account shall be paid from the Notice and Administration Escrow Account
21 or from the remainder of the Gross Settlement Fund. The Released Persons will have no obligation
22 for payment of taxes or other expenses associated with the Notice and Administration Escrow
23 Account. In no event shall Settlement Class Members, Plaintiffs, or Plaintiffs' Counsel be
24 responsible to pay any amount for Notice and Administration Expenses.

25 7. Plaintiffs' Counsel and Defendants' Counsel shall have access to all records of the
26 Settlement Escrow Account and the Notice and Administration Escrow Account, and upon request
27 made to the Escrow Agent, shall receive copies of all records of disbursements, deposits, and
28 statements of accounts.

1 8. After the Effective Date, the Released Persons shall have no interest in the Gross
2 Settlement Fund or in the Net Settlement Fund, nor do they have any rights to reversion. The
3 Released Persons shall not be liable for the loss of any portion of the Gross Settlement Fund or have
4 any liability, obligation, or responsibility for the payment of claims, taxes, legal fees, or any other
5 expenses payable from the Gross Settlement Fund.

6 **C. SCOPE AND EFFECT OF SETTLEMENT AND RELEASES**

7 1. The obligations incurred pursuant to this Stipulation shall be in full and final
8 disposition of the Action and any and all Released Claims as against all Released Persons and any
9 and all Released Defendants' Claims as against the Plaintiffs, Settlement Class Members, and their
10 attorneys.

11 2. Pursuant to the Order and Judgment, upon the Effective Date of this Settlement,
12 Plaintiffs and each of the Settlement Class Members on behalf of themselves, their current, former,
13 and future heirs, executors, administrators, successors, attorneys, insurers, agents, representatives,
14 and assigns, and any Person they represent, shall, with respect to each and every Released Claim,
15 release, waive, and forever relinquish and discharge, and shall forever be enjoined from prosecuting,
16 all Released Claims and any and all claims arising out of, relating to, or in connection with the
17 Settlement, or the resolution of the Action against the Released Persons, whether or not such
18 Settlement Class Member executes and delivers the Proof of Claim, except with respect to claims to
19 enforce any of the terms of this Stipulation. Further, all Settlement Class Members on behalf of
20 themselves, their current, former, and future heirs, executors, administrators, successors, attorneys,
21 insurers, agents, representatives, and assigns, expressly covenant not to assert any claim or action
22 against any of the Released Persons that arises out of or relate in any way to both (1) the purchase or
23 sale of TerraVia Common stock during the Class Period and (2) the allegations, representations,
24 statements, omissions, or matters referred to in the complaints that Plaintiffs filed in this Action or
25 that Plaintiffs or any member of the Settlement Class could have asserted in this Action or in any
26 court.

27 3. Notice provided shall inform all Settlement Class Members that their claims against
28 Defendants are wholly released and extinguished as provided in this Section whether or not they

1 submit a Proof of Claim. A Proof of Claim substantially in the form and content contained in
2 Exhibit A-3 hereto will be made available to Settlement Class Members.

3 4. Pursuant to the Order and Judgment, upon the Effective Date of this Settlement,
4 Defendants shall release and forever discharge each and every one of the Released Defendants'
5 Claims, and shall forever be enjoined from prosecuting the Released Defendants' Claims as against
6 the Plaintiffs, Settlement Class Members, or their attorneys, including but not limited to claims for
7 malicious prosecution or sanctions.

8 **D. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL AWARDS, AND**
9 **DISTRIBUTION OF NET SETTLEMENT FUND**

10 1. The Claims Administrator shall administer and calculate the claims that shall be
11 allowed and oversee distribution of the Net Settlement Fund, under the supervision of Plaintiffs'
12 Counsel, and subject to appeal to, and jurisdiction of, the Court. The Released Persons shall have no
13 liability, obligation, or responsibility for the administration of the Gross Settlement Fund or Net
14 Settlement Fund, or for the distribution of the Net Settlement Fund, including with respect to: (i) any
15 act, omission, or determination by Plaintiffs' Counsel, the Escrow Agent, and/or the Claims
16 Administrator, or any of their respective designees or agents, in connection with the administration
17 of the Settlement or otherwise; (ii) the management or investment of the Gross Settlement Fund or
18 the Net Settlement Fund, or the distribution of the Net Settlement Fund; (iii) the Plan of Allocation;
19 (iv) the determination, administration, calculation, or payment of any claims asserted against the
20 Gross Settlement Fund; (v) any losses suffered by, or fluctuations in value of, the Gross Settlement
21 Fund, or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred with the
22 taxation of the Gross Settlement Fund or the filing of any federal, state, or local returns.

23 2. Except as otherwise provided below, on and after the Effective Date, the Gross
24 Settlement Fund shall be applied as follows:

25 a. To the extent not paid from the Notice and Administration Escrow Account,
26 to pay, following an order of the Court approving any such payment, the expenses incurred in
27 connection with providing notice to Settlement Class Members, administering and distributing the
28

1 Net Settlement Fund to Settlement Class Members, processing Proofs of Claim, processing requests
2 for exclusion, escrow fees, and costs, and any applicable taxes;

3 b. Subject to the approval and further order(s) of the Court, the Net Settlement
4 Fund shall be allocated to Authorized Claimants as set forth in Section F below.

5 c. After the Claims Administrator calculates the recognized losses of each
6 Authorized Claimant, Plaintiffs' Counsel shall file a motion for distribution of the Net Settlement
7 Fund with the Court (the "Distribution Order") listing each Authorized Claimant, the amount of each
8 claim that Plaintiffs' Counsel believes should be allocated and distributed to each such Authorized
9 Claimant, accounting for all Notice and Administration Expenses, and requesting Court approval to
10 distribute the Net Settlement Fund to the Authorized Claimants and pay any further Notice and
11 Administration expenses.

12 3. Each Settlement Class Member wishing to participate in the Settlement shall be
13 required to submit a Proof of Claim (in substantially the form set forth in Exhibit A-3 hereto, which
14 *inter alia* confirms the release of all Released Claims against all Released Persons) to the Claims
15 Administrator, signed under penalty of perjury by the beneficial owner(s) of the TerraVia Common
16 Stock that is the subject of the Proof of Claim, or by someone with documented authority to sign for
17 the beneficial owners and supported by such documents as specified in the instructions
18 accompanying the Proof of Claim.

19 4. All Proofs of Claim must be postmarked or received within the time prescribed in the
20 Preliminary Approval Order unless otherwise ordered by the Court. Any Settlement Class Member
21 who fails to submit a properly completed Proof of Claim within such period as shall be authorized
22 by the Court shall be forever barred from receiving any payments pursuant to this Stipulation or
23 from the Net Settlement Fund (unless Plaintiffs' Counsel in its discretion deems such late filing to be
24 a formal or technical defect and waives the late filing in the interest of achieving substantial justice,
25 or unless by order of the Court a later-submitted Proof of Claim by such Settlement Class Member is
26 approved), but will in all other respects be subject to the provisions of this Stipulation and Order and
27 Judgment, including, without limitation, the release of the Released Claims and dismissal of the
28 Action. Provided that it is received before the motion for the Distribution Order is filed, a Proof of

1 Claim shall be deemed to have been submitted when posted if received with a postmark indicated on
2 the envelope and if mailed by first-class mail and addressed in accordance with the instructions
3 thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually
4 received by the Claims Administrator.

5 5. Each Proof of Claim shall be submitted to the Claims Administrator, who shall
6 determine, in accordance with this Stipulation and any applicable orders of the Court, the extent, if
7 any, to which each claim shall be allowed, subject to appeal to the Court.

8 6. Proofs of Claim that do not meet the filing requirements may be rejected. Prior to
9 rejection of a Proof of Claim, the Claims Administrator shall communicate with the Claimant in
10 order to remedy curable deficiencies in the Proof of Claim submitted. The Claims Administrator
11 shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim the Claims
12 Administrator proposes to reject in whole or in part, setting forth the reasons thereof, and shall
13 indicate in such notice that the Claimant whose claims are to be rejected has the right to review by
14 the Court if the Claimant so desires and complies with the requirement of paragraph D.7 below.

15 7. If any Claimant whose claim has been rejected in whole or in part desires to contest
16 such rejection, the Claimant must, within ten (10) days after the date of mailing of the notice
17 required by paragraph D.6 above, serve upon the Claims Administrator a notice and statement of
18 reasons indicating the Claimant's ground for contesting the rejection along with any supporting
19 documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot
20 be otherwise resolved, Plaintiffs' Counsel shall thereafter present the request for review to the Court.

21 8. The administrative determination of the Claims Administrator accepting and rejecting
22 claims shall be presented to the Court, on notice to all parties, for approval by the Court in the
23 Distribution Order.

24 9. Payment pursuant to this Stipulation shall be deemed final and conclusive against all
25 Settlement Class Members. All Settlement Class Members whose claims are not approved by the
26 Court shall be barred from participating in distributions from the Net Settlement Fund, but are
27 otherwise bound by all of the terms of the Order and Judgment to be entered in the Action and the
28

1 releases provided for in this Stipulation, and will be barred from bringing any action against the
2 Released Persons arising out of or relating to the Released Claims.

3 10. All proceedings with respect to the administration, processing, and determination of
4 claims described in this Stipulation and the determination of all controversies relating thereto,
5 including disputed questions of law and fact with respect to the validity of claims, shall be subject to
6 the jurisdiction of the Court.

7 11. The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims
8 Administrator upon application to the Court by Plaintiffs' Counsel for a Distribution Order only after
9 all of the following have occurred: (i) the Effective Date occurs; (ii) all claims have been processed,
10 and all Claimants whose claims have been rejected or disallowed, in whole or in part, have been
11 notified and provided the opportunity to be heard concerning such rejection or disallowance; (iii) all
12 objections with respect to all rejected or disallowed claims have been resolved by the Court, and all
13 appeals therefrom have been resolved or the time therefor has expired; (iv) all matters with respect to
14 Attorneys' Fees and Expenses, Award to Plaintiffs, costs, and disbursements have been resolved by
15 the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (v) all
16 costs of administration have been paid.

17 12. If any funds remain in the Net Settlement Fund by reason of uncashed checks or
18 otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have
19 Settlement Class Members who are entitled to participate in the distribution of the Net Settlement
20 Fund cash their distribution checks, any balance remaining in the Net Settlement Fund six (6)
21 months after the initial distribution of such funds shall be re-distributed, after payment of any unpaid
22 costs or fees incurred in administering the Net Settlement Fund for such redistribution, to Settlement
23 Class Members who have cashed their checks and who would receive at least \$10.00 (Ten Dollars)
24 from such re-distribution. If any funds remain in the Net Settlement Fund six months after such re-
25 distribution, then the Parties shall meet and confer and subsequently approach the Court regarding
26 the distribution of such funds.

27 13. Before the Effective Date, Plaintiffs' Counsel shall file with the Court a declaration
28 under penalty of perjury describing how notice of the Settlement was given to the Settlement Class.

1 **E. TAX TREATMENT**

2 1. Plaintiffs and Defendants agree to treat the Gross Settlement Fund as being at all
3 times a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and Section
4 468B of the Internal Revenue Code, as amended, for the taxable years of the Gross Settlement Fund,
5 beginning with the date it is created. In addition, the Escrow Agent and, as required, Plaintiffs and
6 Defendants, shall jointly and timely make such elections as are necessary or advisable to carry out
7 the provisions of this paragraph, including the “relation-back election” (as defined in Treas. Reg. §
8 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with
9 the procedures and requirements contained in such regulations. It shall be the responsibility of the
10 Claims Administrator to timely and properly prepare and deliver the necessary documentation for
11 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

12 2. For purposes of Section 468B of the Internal Revenue Code, as amended, and the
13 regulations promulgated thereunder, the “administrator” shall be the Claims Administrator. The
14 Claims Administrator shall timely and properly file all tax returns necessary or advisable with
15 respect to the Gross Settlement Fund, and make all required tax payments, including deposits of
16 estimated tax payments in accordance with Treas. Reg. § 1.468B-2(k). Such returns (as well as the
17 election described in paragraph E.1 hereof) shall be consistent with this paragraph and reflect that all
18 taxes (including any interest or penalties) on the income earned by the Gross Settlement Fund shall
19 be paid out of the Gross Settlement Fund as provided in paragraph E.3 hereof.

20 3. All Taxes and Tax Expenses shall be paid out of the Gross Settlement Fund. In all
21 events, the Released Persons shall have no liability for the Taxes and Tax Expenses. Further, Taxes
22 and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement
23 and shall be timely paid by the Escrow Agent out of the Gross Settlement Fund without prior order
24 from the Court. The Escrow Agent shall be obligated (notwithstanding anything in this Stipulation
25 to the contrary) to withhold from distribution to the Settlement Class Members any funds necessary
26 to pay such Taxes and Tax Expenses, including the establishment of adequate reserves for any Taxes
27 and Tax Expenses. Plaintiffs and Defendants agree to cooperate with the Escrow Agent, each other,
28

1 and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions
2 of this paragraph.

3 4. The Released Persons shall have no liability for or obligations with regard to Taxes
4 and Tax Expenses. The Gross Settlement Fund shall indemnify and hold each of the Released
5 Persons harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by
6 reason of such indemnification).

7 5. Plaintiffs, the Settlement Class Members, and Plaintiffs' Counsel shall have no
8 liability for or obligations with regard to Taxes and Tax Expenses. The Gross Settlement Fund shall
9 indemnify and hold each of the Plaintiffs, the Settlement Class Members, and Plaintiffs' Counsel
10 harmless for any Taxes and Tax Expenses (including, without limitation, taxes payable by reason of
11 such indemnification).

12 **F. ALLOCATION OF NET SETTLEMENT FUND**

13 1. The Plan of Allocation is based upon Plaintiffs' Counsel's assessment of the merits
14 and the relative strengths and weaknesses, including recoverable damages, of the claims of the
15 Settlement Class Members, together with input from consulting experts that analyzed the trading
16 data for TerraVia Common Stock.

17 2. The Released Persons do not take any position as to the proposed Plan of Allocation
18 and shall have no responsibility for or obligations or liabilities of any kind whatsoever in connection
19 with the proposed or finalized Plan of Allocation.

20 3. The Released Persons shall have no responsibility for and no obligations or liabilities
21 of any kind whatsoever in connection with the determination, administration, calculation, or
22 payment of claims to Settlement Class Members.

23 4. The Released Persons shall have no involvement in the solicitation or review of
24 Proofs of Claim, and shall have no involvement in the administration process itself, which shall be
25 conducted by the Claims Administrator in accordance with this Stipulation and the Order and
26 Judgment to be entered by the Court. No Claimant or Authorized Claimant shall have any claim
27 against the Released Persons or their counsel based on, or in any way relating to, the distributions
28 from either the Gross Settlement Fund or the Net Settlement Fund.

1 5. No Authorized Claimant shall have any claim against Plaintiffs' Counsel, any
2 consulting experts, or the Claims Administrator based on, or in any way relating to, the distributions
3 from the Net Settlement Fund that have been made substantially in accordance with this Stipulation
4 and any applicable orders of the Court.

5 6. Any change in the allocation of the Net Settlement Fund ordered by the Court shall
6 not affect the validity, finality, or enforceability of this Settlement.

7 **G. OBLIGATIONS OF AND LIMITATIONS OF LIABILITY OF ESCROW AGENT**

8 The Escrow Agent's obligations shall be limited to maintaining account of and properly
9 paying sums as required by this Stipulation to the limited extent that such sums have been delivered
10 into the Settlement Escrow Account or the Notice and Administration Escrow Account as required
11 by this Stipulation. The Escrow Agent shall be liable only for acts of fraud, gross negligence, willful
12 misconduct, or material violations of the obligations in this Stipulation.

13 **H. PLAINTIFFS' COUNSEL'S REQUEST FOR AN AWARD OF ITS EXPENSES**

14 1. Plaintiffs' Counsel intends to submit an application to the Court on behalf of
15 Plaintiffs' Counsel for (i) an award of litigation costs and expenses, plus interest, incurred in
16 connection with the prosecution of the Action; and (ii) Awards to Plaintiffs.

17 2. Any Attorneys' Expenses awarded by the Court shall be paid from the Gross
18 Settlement Fund within twenty (20) business days after the Court grants approval of the Attorneys'
19 Expenses. Plaintiffs' Counsel shall thereafter be solely responsible for allocating the Attorneys'
20 Expenses.

21 3. If as a result of any appeal and/or further proceedings on remand, or successful
22 collateral attack, the Attorneys' Expense award is overturned or lowered, or if the Settlement is
23 terminated or is not approved by the Court, or if there is an appeal and any order approving the
24 settlement does not become final and binding upon the Settlement Class, then Plaintiffs' Counsel
25 shall be obligated to make appropriate refund or repayment within thirty (30) days after the Court or
26 any appellate court enters an order reversing or reducing any award of attorneys' litigation expenses.

27 4. Defendants and their insurance carriers shall have no responsibility for, and no
28 liability for, the allocation of any attorneys' fees or costs among any counsel or to any other person

1 or any obligation of Plaintiffs' Counsel to make appropriate refunds or repayments to the Settlement
2 Fund or interest earned thereon.

3 5. The Settlement is not conditioned upon any award of attorneys' fees and costs, and
4 any objection to or appeal from such an award shall not affect the finality of the Settlement or the
5 Order and Judgment of dismissal.

6 **I. THE PRELIMINARY APPROVAL ORDER**

7 1. Promptly after execution of this Stipulation, Plaintiffs shall submit the Stipulation
8 together with its exhibits to the Court and shall apply for entry of a Preliminary Approval Order in
9 connection with settlement proceedings substantially in the form annexed hereto as Exhibit A,
10 providing for, among other things, preliminary approval of the Settlement and notice to the
11 Settlement Class of the Settlement Hearing. The Preliminary Approval Order (Exhibit A hereto) to
12 be submitted to the Court shall contain exhibits substantially in the form set forth in: (i) the Notice
13 (Exhibit A-1 hereto); (ii) the Summary Notice (Exhibit A-2 hereto); and (iii) the Proof of Claim
14 (Exhibit A-3 hereto).

15 2. The Released Persons are not liable or responsible for the method of, or
16 representations made in, the Notice or the Summary Notice.

17 **J. ORDER AND JUDGMENT APPROVING THE SETTLEMENT**

18
19 1. The Parties shall seek to have the Court enter an Order and Judgment substantially in
20 the form of Exhibit B hereto.

21 2. The Order and Judgment shall, as a material condition of the settlement, contain the
22 following provision in the Bar Order:

23 Subject to the provisions of the Stipulation, all Persons are barred from commencing,
24 prosecuting, or asserting any Barred Claims. All Barred Claims are hereby extinguished,
25 discharged, satisfied, and unenforceable.

26 3. The Order and Judgment will provide that (i) nothing in the Order and Judgment will
27 bar the Released Persons from pursuing claims that are outside the scope or independent of the
28 Released Claims, including but not limited to any claim that any Released Person may have for

1 indemnification related to costs and expenses incurred in responding to discovery requests in the
2 Action; and (ii) nothing in the Order and Judgment will bar or constitute a release of any claim by
3 any of the Released Persons for insurance coverage arising out of, related to, or in connection with
4 this Action or the Released Claims.

5 **K. CONDITIONS OF SETTLEMENT**

6 1. The Effective Date of the Settlement shall be the date on which all of the following
7 conditions have been satisfied:

- 8 a. The Court has entered the Preliminary Approval Order (Exhibit A hereto) in all material
9 respects, or such other preliminary approval order that the Parties agree is consistent with this
10 Settlement;
- 11 b. No party has exercised, within the required time period, any right to terminate the Settlement
12 as permitted by paragraph L below;
- 13 c. The Court has entered the Order and Judgment (Exhibit B hereto) in all material respects, or
14 such other final approval order and judgment as the Parties agree is consistent with this
15 Settlement;
- 16 d. The Court's Order and Judgment has become "Final," as defined in paragraph A.15;
- 17 e. The Settlement Amount has been paid, as set forth in paragraph B.1 above; and
- 18 f. Upon the occurrence of all of the events referenced in paragraph K.1 above, Plaintiffs shall
19 have, and each and all of the members of the Settlement Class shall hereby be deemed to
20 have, and by operation of the Order and Judgment shall have, fully, finally, and forever
21 released, waived, settled, and discharged, in accordance with the terms of paragraph C.
22 above, the Released Persons from and with respect to the Released Claims, whether or not
23 such members of the Settlement Class execute and deliver a Proof of Claim.

24 2. Upon the occurrence of all of the events referenced in paragraph K.1 above, the
25 obligation of the Escrow Agent to return funds from the Gross Settlement Fund to Defendants
26 pursuant to paragraph L.4 or any other provision of this Stipulation shall be absolutely and forever
27 extinguished.

28 **L. RIGHTS OF TERMINATION AND EFFECTS THEREOF**

1 1. Defendants and Plaintiffs shall each have the right to terminate the Settlement and
2 this Stipulation by providing written notice of their election to do so to all other counsel for the
3 Settling Parties within thirty (30) days after the date on which any of the following occurs:

4 a. the Court declines to enter the Preliminary Approval Order (Exhibit A hereto)
5 in any material respect, or an alternative preliminary approval order that all Parties agree is
6 consistent with the terms of this Settlement;

7 b. the Court issues an order declining to approve this Stipulation or any material
8 part of it, except with respect to any decision by the Court concerning the Attorneys' Expenses and
9 Awards to Plaintiffs;

10 c. the Court declines to enter the Order and Judgment (Exhibit B hereto) in any
11 material respect, or such alternative final approval order and judgment that all Settling Parties agree
12 is consistent with the terms of this Settlement; or

13 d. the Order and Judgment is modified or reversed in any material respect by a
14 Court of Appeals or the United States Supreme Court.

15 2. If, prior to the Settlement Hearing, Persons who otherwise would be Settlement Class
16 Members have filed with the Court valid and timely requests for exclusion ("Requests for
17 Exclusion") from the Settlement Class in accordance with the provisions of the Preliminary
18 Approval Order and the notice given pursuant thereto, and such Persons in the aggregate purchased
19 TerraVia Common Stock during the Class Period in an amount greater than the amounts specified in
20 a separate Supplemental Agreement between the Parties (the "Supplemental Agreement"), then
21 Defendants, in their sole discretion, shall have the option to terminate this Stipulation and Settlement
22 in strict accordance with the requirements and procedures set forth in the Supplemental Agreement
23 ("Opt-out Termination Option"). The Supplemental Agreement shall not be filed with the Court
24 unless and until a dispute among the Settling Parties concerning its interpretation or application
25 arises, but may be examined in camera if so requested or ordered by the Court. Copies of all
26 Requests for Exclusion received, together with copies of all written revocations of Requests for
27 Exclusion, shall be delivered to Defendants' Counsel no later than fourteen (14) days prior to the
28

1 Settlement Hearing. The required procedure for and consequences of exercising an Opt-out
2 Termination Option are as follows:

3 a. To exercise the Opt-out Termination Option, Defendants must serve written
4 notice, signed by their counsel, upon counsel for the other Settling Parties, not less than seven (7)
5 days before the Settlement Hearing;

6 b. If Defendant exercises the Opt-out Termination Option as provided in this
7 Stipulation, then this Stipulation shall be null and void, and the provisions of paragraph L hereof
8 shall apply.

9 3. If Defendant (or its successor) does not pay or cause to be paid the Settlement
10 Amount within the time period specified in paragraph B.1 of this Stipulation, then Plaintiffs'
11 Counsel, in their sole discretion, may elect, at any time prior to the Court entering the Order and
12 Judgment: (i) to terminate the Settlement by providing written notice to counsel for the Settling
13 Parties; or (ii) to enforce the terms of the Settlement and this Stipulation and seek a judgment
14 enforcing the terms in this Stipulation.

15 4. Upon termination of the Stipulation, pursuant to the terms hereof, the Escrow Agent
16 shall refund the Gross Settlement Fund, less amounts already expended for notice to the Class
17 pursuant to the terms of the Stipulation, to Defendants or their insurance carriers within ten (10)
18 business days thereafter (the "Returned Settlement Amount"). Under no circumstances shall
19 Plaintiffs' Counsel be liable for any monies dispersed from the Notice and Administration Escrow
20 Account, or any other Notice and Administration Expenses.

21 5. If this Stipulation is terminated pursuant to its terms, and at the request of Defendants
22 or Plaintiffs, then the Escrow Agent or the Escrow Agent's designee shall apply for any tax refund
23 owed to the Gross Settlement Fund and pay the percentage of the proceeds of the tax refund, after
24 deduction of any fees and expenses incurred in connection with such application(s) for refund, to
25 Defendant.

26 6. If this Stipulation is terminated pursuant to its terms, all of the Parties shall be
27 deemed to have reverted *nunc pro tunc* to their respective status prior to the execution of this
28 Stipulation and the Parties shall proceed in all respects as if this Stipulation had not been executed

1 and the related orders had not been entered, without prejudice in any way from the negotiation, fact,
2 or terms of the Settlement, and preserving all of their respective claims and defenses in the Action,
3 and shall revert to their respective positions in the Action, except that the provisions of paragraphs
4 A., E.1–3, G., H.2, L.4–6, M.10–16, M.18, and M.21 shall survive termination.

5 7. No order of the Court or modification or reversal of any order of the Court
6 concerning the Plan of Allocation, the amounts of any attorneys’ fees, costs, and expenses awarded,
7 or any award to Plaintiffs by the Court shall constitute grounds for termination of the Stipulation.

8 **M. MISCELLANEOUS PROVISIONS**

9 1. The Parties: (i) acknowledge that it is their intent to consummate the Settlement
10 contemplated by this Stipulation; (ii) agree to cooperate to the extent necessary to effectuate and
11 implement all terms and conditions of this Stipulation; and (iii) agree to exercise their best efforts
12 and to act in good faith to accomplish the foregoing terms and conditions of the Stipulation.

13 2. The Parties acknowledge and warrant as follows:

14 a. By executing this Stipulation, each of the Parties represents that they have
15 carefully read and fully understand this Stipulation and its final and binding effect;

16 b. By executing this Stipulation, each of the Parties represents that they have the
17 right, legal capacity, power, and authority to enter into this Stipulation and to perform their
18 obligations hereunder, without requiring additional consent, approval, or authorization of any other
19 person, board, entity, tribunal, or other regulatory or governmental authority;

20 c. By executing this Stipulation, each of the Parties represents that the execution
21 and delivery of this Stipulation and the performance of each and every obligation in this Stipulation
22 does not and will not result in a breach of or constitute a default under, or require any consent under,
23 any duty, relationship, contract, agreement, covenant, promise, guarantee, obligation, or instrument
24 to which the executing Settling Party is a party or by which the executing Settling Party is bound or
25 affected;

26 d. By executing this Stipulation, each of the Parties represents that there is no
27 demand for monetary, non-monetary, or injunctive relief, or any civil, criminal, administrative, or
28 arbitration proceeding for monetary, nonmonetary, or injunctive relief known or suspected to exist

1 against them that would affect this Stipulation or their ability to enter into, execute, or perform each
2 and every obligation in this Stipulation;

3 e. By executing this Stipulation, each of the Parties represents that no
4 representations, warranties, inducements, or promises of any kind or character have been made by
5 any other Party, Released Person, or anyone else to induce the execution of this Stipulation except as
6 expressly provided in this Stipulation, and that this Stipulation constitutes the entire agreement
7 between the Settling Parties;

8 f. By executing this Stipulation, each of the Parties represents that this
9 Stipulation is fair and is executed voluntarily, with full knowledge of the consequences and
10 implications of the obligations contained in this Stipulation;

11 g. By executing this Stipulation, each of the Parties represents that this
12 Stipulation is not the result of any fraud, duress, or undue influence and that they have not assigned,
13 transferred, conveyed, or purported to assign, transfer, or convey, voluntarily, involuntarily, or by
14 operation of law, any or all of their respective rights and claims or any security interest with respect
15 to any of their respective rights and claims;

16 h. By executing this Stipulation, each of the Parties represents that they have had
17 the opportunity to be represented by counsel of their choice throughout the negotiations which
18 preceded the execution of this Stipulation and in connection with the preparation and execution of
19 this Stipulation; and

20 i. By executing this Stipulation, each of the Parties represents that they have
21 been afforded sufficient time and opportunity to review this Stipulation with advisors and counsel of
22 their choice.

23 3. All of the exhibits attached hereto are hereby incorporated by reference as though
24 fully set forth in this Stipulation. In the event of any inconsistency or conflict between this
25 Stipulation and the exhibits, the provisions of this Stipulation shall prevail.

26 4. No amendment or modification of this Stipulation shall be effective unless in writing
27 and signed by, or on behalf of, the Parties or their successors-in-interest.

28

1 5. Whenever this Stipulation requires or contemplates that a Party shall or may give
2 notice to the other, unless otherwise specified, notice shall be provided by email and/or next-day
3 (excluding Saturday and Sunday) express delivery service as follows, and shall be deemed effective
4 upon delivery to the indicated electronic or physical address, as the case may be, below:

5 (i) If to the Settlement Class:

6 Louis C. Ludwig
7 Pomerantz LLP
8 10 South LaSalle, Suite 3505
9 Chicago, IL 60603
10 lcludwig@pomlaw.com

11 (ii) If to Settling Defendants:

12 Mark R.S. Foster
13 Morrison Foerster LLP
14 425 Market Street
15 San Francisco, CA 94105
16 MFoster@mofo.com

17 6. Except as otherwise provided herein, each Party shall bear its own costs. Plaintiffs'
18 Counsels' Expenses, subject to Court approval, shall be paid only out of the Gross Settlement Fund,
19 and the Released Persons shall have no obligation with respect to the payment of said Attorneys'
20 Expenses.

21 7. Plaintiffs' Counsel, on behalf of the Settlement Class, is expressly authorized to take
22 all appropriate action required or permitted to be taken by the Settlement Class pursuant to this
23 Stipulation to effectuate its terms and is also expressly authorized to enter into any modifications or
24 amendments to this Stipulation on behalf of the Settlement Class.

25 8. The persons signing this Stipulation represent that they are authorized to do so on
26 behalf of their respective clients.

27 9. This Stipulation may be executed in one or more original, photocopied, PDF copies,
28 or facsimile counterparts. All executed counterparts and each of them shall be deemed to be one and
the same instrument. A copy of the complete set of executed counterparts of this Stipulation shall be
electronically filed with the Court.

1 10. This Stipulation shall be binding upon, and inure to the benefit of, the successors,
2 assigns, executors, administrators, heirs, and representatives of the Parties. No assignment shall
3 relieve any party hereto of any obligations hereunder.

4 11. All terms of this Stipulation and all exhibits hereto shall be governed and interpreted
5 according to the laws of the State of California without regard to its rules of conflicts of law, except
6 to the extent that federal law requires that federal law governs and in accordance with the laws of the
7 United States.

8 12. Plaintiffs, on behalf of themselves and each member of the Settlement Class, and
9 Defendants hereby irrevocably submit to the jurisdiction of the Court for any suit, action,
10 proceeding, or dispute arising out of or relating to this Stipulation, the applicability of this
11 Stipulation, or the enforcement of this Stipulation. The administration and consummation of the
12 Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court
13 shall retain jurisdiction for the purpose of entering orders providing for awards of Attorneys'
14 Expenses to Plaintiffs' Counsel, providing for any Awards to Plaintiffs, and enforcing the terms of
15 this Stipulation.

16 13. Because of the arm's-length negotiations that preceded the execution of this
17 Stipulation, all Parties have contributed substantially and materially to the preparation of this
18 Stipulation. This Stipulation shall not be construed against any Party on the basis that such party
19 was the primary drafter of this Stipulation, or if so construed, this Stipulation shall be construed as if
20 all Parties participated equally in such drafting.

21 14. Neither this Stipulation nor the fact of the Settlement is an admission or concession
22 by Released Persons of any liability or wrongdoing whatsoever. This Stipulation shall not constitute
23 a finding of the validity or invalidity of any factual allegation or any claims in the Action or of any
24 liability or wrongdoing by any of the Released Persons. This Stipulation, the fact of settlement, the
25 settlement proceedings, the settlement negotiations, and any related documents, shall not be used or
26 construed as an admission of any factual allegation, fault, liability, or wrongdoing by any person or
27 entity, and shall in no event be offered or received in evidence as an admission, concession,
28 presumption, or inference against any party in any action or proceeding of any nature, or otherwise

1 referred to or used in any manner in or before any court or other tribunal, except in such proceeding
2 as may be necessary to enforce this Stipulation.

3 15. The Parties intend the Settlement to be a final and complete resolution of all claims
4 and disputes that have been or could be asserted by the Settlement Class Members against the
5 Released Persons with respect to the Released Claims. Accordingly, unless the Court's Order and
6 Judgment approving the Settlement do not become Final, the Parties agree not to assert in any forum
7 that the Action was brought by Plaintiffs or defended by Defendants in bad faith or without a
8 reasonable basis. Additionally, the Parties shall not assert any claims of any violation of Rule 11 of
9 the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the Action.
10 The Parties agree that the amount paid and the other terms of the Settlement were negotiated at
11 arm's length in good faith by the Parties, and reflect a settlement that was reached voluntarily after
12 consultation with experienced legal counsel.

13 16. All agreements made and orders entered during the course of this Action relating to
14 the confidentiality of information shall survive this Settlement.

15 17. The headings in this Stipulation are used for purposes of convenience and ease of
16 reference only and are not meant to have any legal effect, nor are they intended to influence the
17 construction of this Stipulation in any way.

18 18. The waiver by one Released Person of any breach of this Stipulation by any other
19 Settling Party shall not be deemed a waiver by any other Released Person or of any other breach of
20 this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by
21 the affected Party or counsel for that Party. No failure or delay on the part of any Party in exercising
22 any right, remedy, power, or privilege under this Stipulation shall operate as a waiver thereof or of
23 any other right, remedy, power, or privilege of such Party under this Stipulation, nor shall any single
24 or partial exercise of any right, remedy, power, or privilege under this Stipulation on the part of any
25 Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party
26 under this Stipulation, or preclude further exercise thereof or the exercise of any other right, remedy,
27 power, or privilege.

1 19. The Parties agree that nothing contained in this Stipulation shall cause any Party to be
2 the agent or legal representative of another Party for any purpose whatsoever, nor shall this
3 Stipulation be deemed to create any form of business organization between the Parties, nor is any
4 Party granted any right or authority to assume or create any obligation or responsibility on behalf of
5 any other Party, nor shall any Party be in any way liable for any debt of another Settling Party as a
6 result of this Stipulation except as explicitly set forth in this Stipulation.

7 20. The Parties agree that this Settlement is not contingent on any of the Parties settling
8 with any other party in the Action or in any other litigation. Pending preliminary and final approval
9 by the Court of the Settlement, as set forth in this Stipulation, all proceedings (other than those
10 related to the Settlement) in the Action shall remain stayed.

11 21. Neither the Settlement Class nor the Defendants shall be bound by this Stipulation if
12 the Court modifies material terms hereof, provided, however, that it shall not be a basis to terminate
13 the Settlement if the Court modifies any proposed Plan of Allocation or criteria for allocation of the
14 Net Settlement Fund amongst the Settlement Class, or if the Plan of Allocation is modified on
15 appeal. Nor shall it be a basis to terminate this Stipulation if the Court disapproves of or modifies
16 the terms of this Stipulation with respect to the distribution of the Net Settlement Fund. Nor shall it
17 be a basis to terminate this Stipulation if the Court denies, in whole or in part, Plaintiffs' Counsel's
18 application for Attorneys' Expenses or Awards to Plaintiffs.

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IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Stipulation, have caused this Stipulation to be executed, by their duly authorized attorneys, as of the day and year first above written.

POMERANTZ LLP

By: Louis C. Ludwig
Patrick V. Dahlstrom (*Pro Hac Vice*)
Louis C. Ludwig (*Pro Hac Vice*)
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Jennifer Pafiti (SBN 282790)
468 North Camden Drive
Beverly Hills, California 90210

Counsel for Plaintiffs and the Settlement Class

MORRISON FOERSTER LLP

By: [Signature] 8.4.22
Mark R.S. Foster
425 Market Street
San Francisco, California 94105-2482
Telephone: (415) 268-6335
Email: mfooster@mofo.com

Counsel for Defendants

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Case No.: 16-cv-06633-JD

CLASS ACTION

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING
FOR NOTICE**

Honorable James Donato

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1 WHEREAS, Lead Plaintiff TerraVia Investor Group (Craig Taffel, Casey Minnick,
2 Dimitrios Daniil, Ali Alkhateeb, and Yisroel Lieber) and the proposed Class Representatives
3 (Ruben Perales and Casey Minnick) (the “Plaintiffs”), and (ii) Defendants Jonathan S. Wolfson,
4 Apurva S. Mody, and Tyler W. Painter (the “Settling Defendants”) have agreed to settlement of
5 all claims asserted in this Action against the Released Persons;

6 WHEREAS, that Settlement was entered into through an Amended Stipulation of
7 Settlement, dated August 4, 2022 (the “Stipulation”), and which, together with the Exhibits
8 thereto, sets forth the terms and conditions for the proposed Settlement of the claims alleged in
9 the Amended Complaint filed in the Action on the merits and with prejudice; and

10 WHEREAS, this Court having read and considered the Stipulation, the Notice of
11 Proposed Class Action Settlement (“Notice”), the Summary Notice of Proposed Class Action
12 Settlement (“Summary Notice”), the Plan of Allocation for the distribution of the Net Settlement
13 Fund among Settlement Class Members (“Plan of Allocation”), the Proof of Claim and Release
14 (“Proof of Claim”), the proposed Order and Judgment, Plaintiffs’ Unopposed Motion for
15 Preliminary Approval of the Class Action Settlement, Plaintiffs’ Memorandum of Points and
16 Authorities in support thereof, and all other submissions made relating to the proposed
17 Settlement, and finding that substantial and sufficient grounds exist for entering this Order;

18 IT IS HEREBY ORDERED, this ____ day of _____, 2022, that:

19 1. The terms of the Stipulation are hereby preliminarily approved, subject to further
20 consideration at the Final Settlement Hearing provided for below. Capitalized terms used in this
21 Order that are not otherwise defined herein have the meaning assigned to them in the Stipulation.
22 The Court concludes that the Settlement is sufficiently within the range of reasonableness to
23 warrant the dissemination of notice to Settlement Class Members, as provided for in this Order.

24 2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for
25 the purposes of the Settlement, claims in the Action against Defendants are hereby preliminarily
26 certified as a class action on behalf of:

27 All persons and entities that purchased or otherwise acquired TerraVia Holdings,
28 Inc. common stock between May 4, 2016, and November 6, 2016, both dates
inclusive.

Excluded from the Settlement Class are (1) the Settling Defendants and their immediate family
members; (2) any person who served as an officer or director of TerraVia during the Settlement

1 Class Period and their immediate family members; (3) any entity in which any of the above have
2 or had a controlling interest; and (4) Settlement Class members who opt out of the Settlement.

3 3. The Court orders the stay of the Action pending in this Court and enjoins the
4 initiation of any new litigation by any Settlement Class Member in any court, arbitration, or
5 other tribunal that asserts any Released Claims against any of the Release Persons.

6 4. As soon as practicable after entry of this Order, but no later than fourteen (14)
7 calendar days after the entry of this Order, the designated Claims Administrator shall provide
8 individual notice via mail, substantially in the form of Exhibit B to the Stipulation to each
9 Settlement Class Member identified by records maintained by TerraVia's transfer agent using
10 addresses contained in those records.

11 5. The Claims Administrator shall also cause a Summary Notice to be published no
12 later than twenty-one (21) days after the entry of this Order in Investor's Business Daily and on
13 Globe Newswire substantially in the form of Exhibit C to the Stipulation.

14 6. The Court approves the proposed Proof of Claim and Release form substantially
15 in the form of Exhibit D to the Stipulation.

16 7. Plaintiffs' Counsel is hereby authorized to retain the firm of Strategic Claims
17 Services as the Claims Administrator to supervise and administer the notice and claims
18 procedures as well as any other services described in the Stipulation.

19 8. Plaintiffs' Counsel is hereby authorized to have the Escrow Agent establish a
20 Notice and Administration Escrow Account in the amount of \$150,000.00 in accordance with the
21 provisions of the Stipulation to be used for reasonable out-of-pocket costs in connection with
22 providing notice of the Settlement to the Class, for administering the Settlement and distributing
23 payments therefrom, and for other reasonable out-of-pocket administrative expenses.

24 9. The notice to be provided as set forth in this Order is hereby found to be the best
25 means of notice to Settlement Class Members that is practicable under the circumstances and,
26 when completed, shall constitute due and sufficient notice of the Stipulation and the Final
27 Settlement Hearing to all persons affected by and/or entitled to participate in the Settlement or
28 the Final Settlement Hearing, in full compliance with the requirements of due process, the
Private Securities Litigation Reform Act of 1995 ("PSLRA"), 15 U.S.C. § 78u-4(a)(7), and the
Federal Rules of Civil Procedure.

1 10. To participate in recovery from the Settlement, Settlement Class Members must
2 complete, sign, and submit a Proof of Claim and Release form to the Claims Administrator as
3 indicated in the Notice, postmarked or e-filed online no later than twenty-one (21) calendar days
4 prior to the Settlement Hearing. All Settlement Class Members who do not submit valid and
5 timely Proofs of Claim will be forever barred from receiving any payments from the Net
6 Settlement Fund but will in all other respects be subject to and bound by the provisions of the
7 Stipulation and the Order and Judgment of the Court.

8 11. Any Settlement Class Member may request exclusion from the Settlement Class
9 and this Action in the manner and with the consequences described herein, provided that all such
10 requests for exclusion must be postmarked no later than twenty-one (21) calendar days prior to
11 the Final Settlement Hearing and received by the Claims Administrator at:

12 *TerraVia Securities Litigation*
13 c/o Strategic Claims Services
14 P.O. Box 230
15 600 N. Jackson St., Ste. 205
16 Media, PA 19063
17 Tel.: (866) 274-4004
18 Fax: (610) 565-7985
19 info@strategicclaims.net
20 terraviasettlement.com.

21 Such request for exclusion shall be in a form that sufficiently identifies (1) the name, address,
22 and telephone number (if any) of the person(s) or entity seeking exclusion, (2) signed and stating
23 the intent to be excluded from the Settlement, and (3) a list of all transactions involving TerraVia
24 common stock between May 4, 2016, and November 6, 2016, both dates inclusive, and shall
25 include the number of shares, principal amount, and trade date of each purchase and sale (if any).

26 12. Any Settlement Class Member that does not file a timely and complete request for
27 exclusion from the settlement by the exclusion deadline will be bound by the Stipulation and
28 Judgment.

 13. A Final Settlement Hearing shall take place before the undersigned, United States
District Judge James Donato, in Courtroom 11, 19th Floor, United States District for the
Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, San
Francisco, California 94102, on _____, 2022, at ____:__.m, to
determine :

1 (a) whether a Class should be certified for purposes of Settlement only and whether
2 Ruben Pareles and Casey Minnick should be appointed as Class Representatives;

3 (b) whether the Settlement on the terms and conditions provided for in the Stipulation
4 should be finally approved by the Court as fair, reasonable and adequate;

5 (c) whether the proposed Plan of Allocation is fair, just, reasonable, and adequate;

6 (d) whether the Action should be dismissed on the merits and with prejudice as to the
7 Defendants;

8 (e) whether the Court should permanently enjoin the assertion of any Released Claims
9 against any of the Released Persons;

10 (f) whether the application for attorney's expenses to be submitted by Plaintiffs' Counsel
11 should be approved;

12 (g) whether the application for an award to be submitted by the Lead Plaintiff Group and
13 the proposed Class Representatives should be approved; and

14 (h) such other matters as the Court may deem necessary or appropriate.

15 14. The Court may approve the Settlement with any modifications as may be
16 consented to by the Settling Parties and without further notice to the Settlement Class where to
17 do so would not impair Settlement Class Members' rights of due process. The Court may also
18 approve the Settlement regardless of any determination regarding the Plan of Allocation or
19 awards to Plaintiffs' Counsel or the Plaintiffs.

20 15. Any Settlement Class Member and any other interested party may appear at the
21 Final Settlement Hearing in person or by counsel and be heard, to the extent allowed by the
22 Court, either in support of or in opposition to the matters to be considered at the hearing, but
23 attendance at the Settlement Hearing is not required.

24 16. The Court will consider objections to the Settlement, the Plan of Allocation, or
25 the application for Expenses and any Award to Plaintiffs only if such objections and any
26 supporting papers are filed at least twenty-one (21) calendar days prior to the Settlement Hearing
27 with the Court at the following address:

28
Clerk of the Court
United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

1 17. Objections must be in writing, signed, and reference the case caption, objector's
2 name, address, telephone number, a list of your purchases and sales (if any) of TerraVia common
3 stock, as well as all of the reasons you object to the Settlement. Any objection that does not
4 include the information prescribed above shall be deemed to have waived all such objections and
5 shall forever be foreclosed from making any objection to the fairness, adequacy, or
6 reasonableness of the Settlement and the Judgment entered in the Action.

7 18. All papers in support of the Settlement, the Plan of Allocation, and any
8 application for Expenses or an Award to Plaintiffs shall be filed and served eighty-one (81)
9 calendar days before the Settlement Hearing.

10 19. Any submissions filed in response to any objections to or in further support of the
11 Settlement, the Plan of Allocation, and any application for Expenses or an Award to Plaintiffs
12 shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

13 20. Claims Administrator shall also make all reasonable efforts to give notice to
14 nominee owners such as brokerage firms and other persons or entities who purchased TerraVia
15 common stock during the Class Period. Such nominees or custodians shall, within ten (10)
16 calendar days of receipt of the notice, either: (i) request copies of the Notice sufficient to send
17 the Notice to all beneficial owners for whom they are nominee or custodian, and within ten (10)
18 calendar days after receipt thereof send copies to such beneficial owners; (ii) request an
19 electronic copy of the Summary Notice and either email the Summary Notice in electronic
20 format or links to the Notice to each beneficial owner for whom they are nominee or custodian
21 within ten (10) calendar days after receipt thereof; or (iii) provide the Claims Administrator with
22 lists of the names, last known addresses and email addresses (to the extent known) of such
23 beneficial owners, in which event the Claims Administrator shall promptly deliver the Summary
24 Notice or a link to the Notice, if email addresses are available, or Notice to such beneficial
25 owners, if last known addresses are provided. If the Claims Administrator receives an email
26 address, it will send a Summary Notice or link to the Notice electronically. Nominees or
27 custodians who elect to email notice or send the Notice to their beneficial owners shall send a
28 written certification to the Claims Administrator confirming that the mailing has been made as
directed. Copies of the Notice shall be made available to any nominee or custodian requesting
same for the purpose of distribution to beneficial owners. The Claims Administrator shall, if
requested, reimburse nominees or custodians out of the Settlement Fund solely for their

1 reasonable out-of-pocket expenses incurred in providing notice to beneficial owners, which
2 expenses would not have been incurred except for the providing of names and addresses, in
3 amounts up to: (i) \$0.5 per name and address provided; (ii) \$0.05 per email for emailing notice;
4 or (iii) \$0.05 per Notice, plus postage at the pre-sort rate used by the Claims Administrator, for
5 mailing the Notice, subject to further order of this Court with respect to any dispute concerning
6 such reimbursement. A nominee's failure to transmit the Notice to a beneficial owner shall not
7 affect whether that beneficial owner is considered a Class Member. Nothing in this Order
8 creates any duties, liabilities, obligations, responsibilities, or rights as between any nominee and
9 any beneficial owner that do not already otherwise exist in contract or by law.

10 21. The Court reserves the right to adjourn the Settlement Hearing or any
11 adjournment thereof without any further notice other than entry of an Order on the Court's
12 docket, and to approve the Settlement without further notice to the Class.

13 22. Neither the Stipulation nor the Settlement, nor any act performed or document
14 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be
15 deemed to be or may be used as an admission of, or evidence of, the validity or infirmity of any
16 Released Claim, of any allegation made in the Action, or of any wrongdoing or liability of any of
17 the Released Persons; (b) is or may be deemed to be or may be used as an admission of, or
18 evidence of, any liability, fault or omission of any of the Released Persons in any civil, criminal,
19 or administrative proceeding in any court, administrative agency or other tribunal; or (c) is or
20 may be deemed to be or may be used as an admission or evidence that the Plaintiffs or the Class
21 would have received less than the Settlement Amount had the Action been prosecuted to
22 conclusion.

23 23. In the event the Settlement is terminated or is not consummated for any reason,
24 the Stipulation and all proceedings in connection herewith shall be null and void, and without
25 prejudice to the rights of the Parties to the Stipulation before it was executed.

26 SO ORDERED.

27 Dated: _____, 2022

28 _____
HONORABLE JAMES DONATO
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Case No.: 16-cv-06633-JD

CLASS ACTION

Honorable James Donato

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased or otherwise acquired the common stock of TerraVia Holdings, Inc. between May 4, 2016, and November 6, 2016, you could get a payment from a class action settlement.

*A federal court authorized this notice. This is not a solicitation from a lawyer.
This is not a notice that you have been sued.*

- The proposed Settlement, if approved by the Court, is \$2,500,000.00 (Two Million Five Hundred Thousand Dollars and Zero Cents) in cash to pay claims of investors who purchased TerraVia Holdings, Inc. common stock between May 4, 2016, and November 6, 2016, both dates inclusive (the Settlement Class Period).
- The Settlement resolves a lawsuit concerning whether TerraVia Holdings, Inc. (“TerraVia”) and certain of its officers made false and/or misleading statements concerning TerraVia’s algae-based products in violation of Section 10(b) of the Securities Exchange Act of 1934. TerraVia filed for bankruptcy protection in 2017 and is no longer a party to this action. Defendants Jonathan S. Wolfson, Apurva S. Mody, and Tyler W. Painter (the “Settling Defendants”) deny all allegations of misconduct and liability. The two sides disagree on whether the investors would have won at trial, and if so, how much money they could have won.
- Plaintiffs estimate there were approximately 17 million allegedly damaged TerraVia shares purchased during the Settlement Class Period. The Settlement of \$2.5 million, therefore, represents an average recovery of approximately \$0.15 per share if Settlement Class members file claims for all of the damaged shares. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the total amount of losses of all Settlement Class Members that file claims on the Settlement, the date you purchased and sold your shares, your purchase price and sale price (if any), and the total number and amount of claims filed.
- The Court-appointed attorneys for the Settlement Class intend to ask the Court to award them their Expenses of no more than \$150,000.00, as well as an Award to the two Plaintiffs who were proposed as Class Representatives not to exceed \$2,500.00 each, and an Award to the remaining four Lead Plaintiff members not to exceed \$1,000.00 each, for a total Plaintiffs’ Award of \$9,000.00. Collectively, the maximum amount of Expenses and Plaintiffs’ Award are estimated to average

approximately \$0.009 per share of TerraVia common stock. If approved by the Court, these amounts will be paid from the Settlement Fund.

- The Plaintiffs have budgeted the cost of sending Notice to Settlement Class Members and Administration of the Settlement at \$150,000.00. This cost will also be paid from the Settlement Fund and is estimated to average approximately \$0.009 per share.
- The total cost of the attorneys’ Expenses, Plaintiffs’ Award, and Notice and Administration noted above is \$309,000.00, or approximately \$0.018 per share. After deducting these costs from the Settlement Fund, the recovery for the Settlement Class is approximately \$0.13 per share.
- Your legal rights will be affected whether you act or do not act. If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>SUBMIT A CLAIM FORM</p>	<p>Fill out the attached Proof of Claim and Release form and submit it no later than _____, 2022. This is the only way to get a payment.</p>
<p>EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS</p>	<p>Submit a request for exclusion no later than _____, 2022. This is the only way you can ever be part of any other lawsuit against Defendants regarding the legal claims in this case. If you exclude yourself, you will not receive any payment and cannot object or speak at the hearing.</p>
<p>OBJECT</p>	<p>Write to the Court no later than _____, 2022 about why you do not like the Settlement. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.</p>
<p>GO TO THE HEARING</p>	<p>Ask to speak in Court about the fairness of the Settlement at the hearing on _____, 2022. You can still submit a claim form. If the Court approves the Settlement, you will be bound by it.</p>
<p>DO NOTHING</p>	<p>Get no payment AND give up your rights to bring your own individual action.</p>

INQUIRIES

Please do not contact the Court regarding this Notice. All inquiries concerning this Notice or the Proof of Claim and Release form, or any other questions by Settlement Class Members, should be directed to:

<p><i>TerraVia Securities Litigation</i> c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063 Tel.: (866) 274-4004 Fax: (610) 565-7985 info@strategicclaims.net www.terraviasettlement.com <i>Claims Administrator</i></p>	<p>OR</p>	<p>Joshua B. Silverman, Esq. Louis C. Ludwig, Esq. POMERANTZ LLP 10 South LaSalle St., Ste 3505 Chicago, IL 60603 Tel.: 312-377-1181 Fax: 312-377-1184 jbsilverman@pomlaw.com lcludwig@pomlaw.com <i>Plaintiffs' Counsel</i></p>
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COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT**1. Why did I get this Notice?**

You or someone in your family may have acquired TerraVia common stock during the Settlement Class Period. During the Settlement Class Period, TerraVia common stock was listed on the NASDAQ under the ticker symbol "TVIA."

2. What is this lawsuit about?

The case is known as *In re TerraVia Holdings Inc. Securities Litigation, et al.*, No. 3:16-CV-06633-JD (N.D. Cal.) (the "Action"), and the Court in charge of the case is the United States District Court for the Northern District of California. By Order dated April 7, 2017, the Court appointed the TerraVia Investor Group (Craig Taffel, Casey Minnick, Dimitrios Daniil, Ali Alkhateeb, and Yisroel Lieber) as Lead Plaintiff. On April 18, 2017, the Court appointed Pomerantz LLP as Lead Plaintiff's Counsel.

On April 26, 2017, Plaintiffs filed an Amended Complaint detailing the allegations against the Settling Defendants alleging violations of Sections 10(b) and 20((a) of the Securities Exchange Act of 1934. Among other things, the Action is about whether the Settling Defendants violated the federal securities laws by allegedly making false and misleading statements to the investing public as set forth in the Amended Complaint. The Amended Complaint alleges that during the Settlement Class Period, the Settling Defendants misrepresented reports of gastrointestinal distress caused by TerraVia's algal ingredients, including related product recalls.

On May 26, 2017, the Defendants named in the Amended Complaint moved to dismiss the Plaintiffs' claims. On August 2, 2017, TerraVia petitioned the United States Bankruptcy Court for the District of Delaware for relief under the Bankruptcy Code. The parties subsequently re-briefed the motion to dismiss to reflect the automatic stay as to TerraVia due to the bankruptcy. Oral argument on the motion to dismiss was heard on June 13, 2019, and an Order was filed on

February 4, 2020, granting and denying in part the motion to dismiss.

On May 12, 2020, the Plaintiffs filed a Motion to certify the Action as a class action and proposed Plaintiffs Ruben Perales and Casey Minnick as Class Representatives. Shortly thereafter, the Plaintiffs and Defendants agreed to mediate the Action with the assistance of an experienced mediator, Michelle Yoshida, Esq., of Phillips ADR. After a full day of mediation and follow-up by the mediator, the parties agreed to the mediator's proposal of \$2.5 million to settle all of the claims that were sustained by the Court's February 4, 2020, Order. Accordingly, the parties signed the Stipulation of Settlement that resolves all of the Plaintiffs' claims.

3. Why is this a class action?

In a class action, one or more persons and/or entities sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a class, and these individual persons and/or entities are known as class members. The issues common to all members of the class are then resolved by one court, except for those class members who exclude themselves from the class.

4. Why is there a Settlement?

Plaintiffs and Plaintiffs' Counsel believe the Settlement is best for all Settlement Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Settling Defendants.

The Plaintiffs and the Settling Defendants do not agree on the merits of the allegations in the Amended Complaint with respect to liability or the average amount of damages per share that would be recoverable if the Plaintiffs were able to prevail at trial on each claim. The issues on which Plaintiffs and the Settling Defendants disagree include: (1) whether Defendants made false and misleading statements; (2) whether Defendants made these statements knowingly; (3) whether the statements were the cause of the Settlement Class Members' alleged damages; and (4) the amount of damages, if any, suffered by the Settlement Class Members.

This matter has not gone to trial, and the Court has not decided in favor of any party involved in this Action. Instead, the Plaintiffs and the Settling Defendants have agreed to settle the Action. Even if Plaintiffs were to win at trial, and also withstand the Settling Defendants' inevitable challenges on appeal, Plaintiffs might not be able to collect some, or all, of the judgment, especially as TerraVia's assets were liquidated in bankruptcy.

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

To be a Settlement Class Member, you must have purchased or otherwise acquired TerraVia common stock between May 4, 2016, and November 6, 2016, both dates inclusive.

7. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement will create a Settlement Fund in the amount of \$2.5 million, plus any interest earned thereon. The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay the attorney's Expenses and any Plaintiffs' Award, the costs to send Notice to the Settlement Class Members and Administer the

Settlement, and any potential taxes. After the attorney's Expenses, Plaintiffs' Award, Notice and Administration costs, and taxes (if any) are paid from the Settlement Fund, the amount remaining (the "Net Settlement Fund") will be distributed to Settlement Class Members who submit valid claims.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will depend on, among other things: (i) the number of claims filed; (ii) the dates you purchased and sold (if any) TerraVia common stock; (iii) the prices of your purchases and sales; (iv) the amount of Notice and Administration Expenses; (v) the amount of any taxes paid (if any); and (vi) the amount of Expenses awarded to Plaintiffs' Counsel by the Court and the amount of any Plaintiffs' Award approved by the Court.

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

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- or industry-wide factors, or Company-specific factors unrelated to the alleged fraud. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below. A Recognized Loss will be calculated for each TerraVia share purchased or otherwise acquired during the Settlement Class Period. The calculation of Recognized Loss will depend upon several factors, including when the shares of TerraVia common stock were purchased or otherwise acquired during the Settlement Class Period; in what amounts; whether those shares were sold; and if sold, when they were sold and for what amounts. The Recognized Loss is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial or to estimate the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. The Claims Administrator will use its best efforts to administer and equitably distribute the Net Settlement Fund.

The Plan of Allocation was created with the assistance of a consulting damages expert and reflects the assumption that the price of TerraVia common stock was artificially inflated throughout the Settlement Class Period. The estimated alleged artificial inflation in the price of TerraVia common stock during the Settlement Class Period is reflected in Table 1 below. The computation of the estimated alleged artificial inflation in the price of TerraVia common stock during the Settlement Class Period is based on certain misrepresentations alleged in the Amended Complaint and the change in the price of the stock, net of market- and industry-wide factors, in reaction to the public announcements that allegedly corrected the alleged misrepresentations.

Federal securities laws allow investors to recover for losses caused by disclosures that corrected the defendants' previous misleading statements or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, TerraVia common stock purchased or otherwise acquired during the Settlement Class Period must have been held during a period of time in which its price declined due to the disclosure of information which corrected an allegedly misleading statement or omission. The Amended Complaint alleges that such a price decline occurred on November 7, 2016. Accordingly, if TerraVia common stock was sold before November 7, 2016, the Recognized Loss for those shares is \$0.00.

Table 1		
Estimated Alleged Artificial Inflation in TerraVia Common Stock		
From	To	Per-Share Price Inflation
May 4, 2016	November 6, 2016	\$0.21
November 7, 2016	Thereafter	\$0.00

Calculation of Recognized Loss Per TerraVia Share:

In the calculations below, all purchase and sale prices shall exclude any fees, taxes, and commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero. Any transactions in TerraVia common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

The “90-day lookback” provision of the Private Securities Litigation Reform Act of 1995 (PSLRA) is incorporated into the calculation of the Recognized Loss for TerraVia common stock under Section 10(b). The limitations on the calculation of the Recognized Loss imposed by the PSLRA are applied such that losses on TerraVia common stock purchased/acquired during the Settlement Class Period and held as of the close of the 90-day period subsequent to the Settlement Class Period (the “90-Day Lookback Period”) cannot exceed the difference between the purchase price paid for such shares and the average price of TerraVia common stock shares during the 90-Day Lookback Period. The Recognized Loss on TerraVia common stock purchased/acquired during the Settlement Class Period and sold during the 90-Day Lookback Period cannot exceed the difference between the purchase price paid for such shares and the rolling average price of TerraVia common stock during the portion of the 90-Day Lookback Period elapsed as of the date of sale.

For each share of TerraVia common stock purchased or otherwise acquired during the Settlement Class Period (*i.e.*, May 4, 2016, through November 6, 2016, both dates inclusive), the Recognized Loss per share shall be calculated as follows:

- i. For each share of TerraVia common stock purchased/acquired during the Settlement Class Period that was sold prior to November 7, 2016, the Recognized Loss per share is \$0.
- ii. For each share of TerraVia common stock purchased/acquired during the Settlement Class Period that was subsequently sold during the period November 7, 2016, through February 2, 2017, both dates inclusive (the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
 - a. \$0.21; or
 - b. the purchase/acquisition price *minus* the sale price; or
 - c. the purchase/acquisition price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- iii. For each share of TerraVia common stock purchased/acquired during the Settlement Class Period and still held as of the close of trading on February 2, 2017, the Recognized Loss per share is *the lesser of*:
 - a. \$0.21; or
 - b. the purchase/acquisition price *minus* the average closing price for TerraVia common stock during the 90-Day Lookback Period, which is \$1.25.

Table 2					
Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value	Sale / Disposition Date	90-Day Lookback Value
11/7/2016	\$1.70	12/6/2016	\$1.49	1/5/2017	\$1.35
11/8/2016	\$1.71	12/7/2016	\$1.49	1/6/2017	\$1.35
11/9/2016	\$1.68	12/8/2016	\$1.49	1/9/2017	\$1.35
11/10/2016	\$1.63	12/9/2016	\$1.49	1/10/2017	\$1.34
11/11/2016	\$1.63	12/12/2016	\$1.48	1/11/2017	\$1.34
11/14/2016	\$1.63	12/13/2016	\$1.47	1/12/2017	\$1.33
11/15/2016	\$1.61	12/14/2016	\$1.47	1/13/2017	\$1.33
11/16/2016	\$1.60	12/15/2016	\$1.46	1/17/2017	\$1.32
11/17/2016	\$1.58	12/16/2016	\$1.45	1/18/2017	\$1.32
11/18/2016	\$1.57	12/19/2016	\$1.43	1/19/2017	\$1.31
11/21/2016	\$1.55	12/20/2016	\$1.43	1/20/2017	\$1.30
11/22/2016	\$1.55	12/21/2016	\$1.42	1/23/2017	\$1.30
11/23/2016	\$1.56	12/22/2016	\$1.41	1/24/2017	\$1.29
11/25/2016	\$1.57	12/23/2016	\$1.40	1/25/2017	\$1.29
11/28/2016	\$1.57	12/27/2016	\$1.39	1/26/2017	\$1.28
11/29/2016	\$1.56	12/28/2016	\$1.38	1/27/2017	\$1.27
11/30/2016	\$1.55	12/29/2016	\$1.38	1/30/2017	\$1.26
12/1/2016	\$1.54	12/30/2016	\$1.37	1/31/2017	\$1.26
12/2/2016	\$1.52	1/3/2017	\$1.36	2/1/2017	\$1.25
12/5/2016	\$1.50	1/4/2017	\$1.36	2/2/2017	\$1.25

INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

The payment you receive will reflect your proportionate share of the Net Settlement Fund. Such payment will depend on the number of eligible securities that participate in the Settlement, and when those securities were purchased and sold. The number of claimants who send in claims varies widely from case to case.

A purchase or sale of TerraVia common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date.

Acquisition by Gift, Inheritance, or Operation of Law: If a Settlement Class Member acquired TerraVia common stock during the Settlement Class Period by way of gift, inheritance, or operation of law, such a claim will be computed by using the date and price of the original purchase and not the date and price of the transfer. To the extent that TerraVia common stock was originally purchased prior to commencement of the Settlement Class Period, the Recognized Loss for that acquisition shall be deemed to be zero (\$0.00).

Notwithstanding any of the above, receipt of TerraVia common stock during the Settlement Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of TerraVia common stock.

The first-in-first-out (FIFO) basis will be applied to purchases and sales. Sales will be matched in chronological order by trade date, first against TerraVia common stock held as of the close of trading on May 3, 2016 (the last day before the Settlement Class Period begins) and then against the purchases of TerraVia common stock during the Settlement Class Period.

The date of covering a “short sale” is deemed to be the date of purchase of shares. The date of a “short sale” is deemed to be the date of sale of shares. In accordance with the Plan of Allocation, however, the Recognized Loss on “short sales” is zero. In the event that a claimant has an opening short position in TerraVia common stock, the earliest Settlement Class Period purchases shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

Payment according to the Plan of Allocation will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on one’s Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. No distribution will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Settlement Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the Judgment and Order of Dismissal with Prejudice dismissing this Action will nevertheless bind Settlement Class Members who do not submit a request for exclusion and/or submit an acceptable Proof of Claim.

Please contact the Claims Administrator or Plaintiffs’ 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 Settlement Class Members and the claims-administration process, to decide the issue by submitting a written request.

The Settling Defendants, their respective 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. Plaintiffs and Plaintiffs’ 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 uncashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Settlement 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 will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Plaintiffs’ Counsel as may be approved by the Court; and (c) finally, 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*. The remaining balance will then be distributed to an organization identified by Plaintiffs' Counsel and approved by the Court.

8. How can I get a payment?

To qualify for a payment, you must send in a form entitled "Proof of Claim and Release." This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.terraviasettlement.com (the "Settlement Website"). The Settlement Website is maintained by the Claims Administrator and has links to the notice, motions for approval of expenses and awards, and any other important documents in the case. Read the instructions carefully, fill out the form, sign it in the location indicated, and mail the claim form, together with all documentation requested in the form, postmarked no later than _____, 2022, to:

TerraVia Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Tel.: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net
www.terraviasettlement.com

The Claims Administrator will process your claim and determine whether you are an "Authorized Claimant."

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

Unless you exclude yourself, you will remain in the Settlement Class. That means that if the Settlement is approved, you and all Settlement Class Members will release all "Released Claims" (and therefore agree never to sue, continue to sue, or be part of any other lawsuit) against the "Released Persons."

- The Released Claims are any and all claims, rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law or regulation, that arise out of or relate in any way to both (1) the purchase or sale of TerraVia Common stock during the Class Period and (2) the allegations, representations, statements, omissions, or matters referred to in the Amended Complaints that Plaintiffs filed in this Action or that Plaintiffs or any member of the Settlement Class could have asserted in this Action or in any court. Excluded from the definition of Released Claims are: (i) all claims of any Person who submits a request for exclusion from the Settlement to the extent that the Court grants any such request; and (ii) all claims to enforce any of the terms of the Stipulation.
- The Released Persons are Defendants and their agents, attorneys, accountants, advisors, and the predecessors, successors, insurers, administrators, and assigns of each of the foregoing.

You are not releasing the Released Persons from any claim or action to enforce the Settlement. Remaining in the Settlement Class also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you are agreeing to a "Release of Claims," which will bar you from ever filing a lawsuit against any Released Person concerning a Released Claim. That means you will accept a share in the Net Settlement Fund as sole compensation for any losses you have suffered in the acquisition and sale of TerraVia common stock during the Settlement Class Period.

10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or continue to sue the Settling Defendants on your own based on the legal claims raised in this Action, then you must take steps to get out of the Settlement. This is called excluding yourself from—or "opting out" of—the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Settlement Class Member from *In re TerraVia Holdings Inc., Securities Litigation*, No. 16-CV-06633-JD (N.D. Cal.). Be sure to include your name, address, telephone number, and signature, along with an accurate list of all of your purchases and sales (if any) of TerraVia common stock. You must mail your exclusion request to the Claims Administrator at the address below so that it is received no later than _____, 2022:

TerraVia Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Tel.: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net
www.terraviasettlement.com

You cannot exclude yourself by telephone. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this Action.

11. If I do not exclude myself, can I sue the Settling Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue any of the Settling Defendants or any of the Released Persons for the Released Claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately, since you may have to exclude yourself from this Settlement Class to continue your own lawsuit.

12. Do I have a lawyer in this case?

The Court appointed the law firm of Pomerantz LLP as Plaintiffs' Counsel to represent you and the Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense. You can reach out to Pomerantz LLP by contacting either Joshua B. Silverman, Esq. or Louis C. Ludwig, Pomerantz LLP, 10 South La Salle Street, Suite 3505, Chicago, Illinois, (312) 377-1171, jbsilverman@pomlaw.com or lludwig@pomlaw.com.

13. How will the lawyers be paid?

Plaintiffs' Counsel has not been paid any attorneys' fees or expenses to date. Plaintiffs' Counsel will file a motion asking the Court at the Settlement Hearing to make an award of reasonable litigation expenses not to exceed \$150,000.00. If the Court approves the request to pay the expenses, the amount will be paid from the Settlement Fund.

14. How do I tell the Court that I do not like the Settlement, the Plan of Allocation, the Request for Expenses, or the Award to Plaintiffs?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, the Plan of Allocation, Lead Plaintiffs' Counsel's motion for Expenses, or the request for a Plaintiffs' Award, and that you think the Court should not approve the Settlement. Please be aware that the Court can only approve or deny the Settlement and cannot change the terms of the Settlement.

Your objection must be in writing stating that you object to the Settlement in the matter of *In re TerraVia Holdings Inc., Securities Litigation*, No. 16-CV-06633-JD (N.D. Cal.). Be sure to include your name, address, telephone number, and signature, and a list of your purchases and sales (if any) of TerraVia common stock in order to show your membership in the Settlement Class, as well as all of the reasons you object to the Settlement.

You can either mail, file electronically, or deliver your objection in person to the Court. Your objection must be postmarked, e-filed, or delivered on or before _____, 2022, to:

Class Action Clerk
United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

You may, but are not required to, appear at the Final Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

15. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Settlement Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

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

The Court will hold a Settlement Hearing on _____, 2022 at __:00 __.m., in Courtroom 11, 19th Floor at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102.

At this hearing, the Court will consider (i) whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court; (ii) whether the Order and Judgment as provided

under the Stipulation should be entered; (iii) whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court; (iv) the application of Plaintiffs' Counsel for an award of Expenses, and for Plaintiffs' Award; (v) any objections to the Settlement, whether submitted previously in writing or presented orally at the Settlement; and (vi) such other matters as the Court may deem appropriate.

The Settlement Hearing may be adjourned or continued by the Court without further notice other than an announcement at such hearing or on the Court's PACER system. Settlement Class Members should check the settlement website or the Court's PACER site to confirm that the date has not been changed.

17. Do I have to come to the hearing?

No, but you are welcome to attend 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 mail your written objection on time, the Court will consider it.

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, 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 any of the Released Persons about the Released Claims ever again.

19. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation. You can get a copy of the Stipulation and all other documents filed in support of the Settlement:

- By contacting the Claims Administrator online at www.info@strategicclaims.net or by mail to *TerraVia Securities Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson St., Ste. 205, Media, PA 19063, Tel.: (866) 274-4004.
- By contacting Plaintiffs' Counsel online or by mail to Joshua B. Silverman, Esq. or Louis C. Ludwig, Esq., POMERANTZ LL, 10 South LaSalle St., Ste 3505, Chicago, IL 60603, Tel.: (312) 377-1181, jbsilverman@pomlaw.com, lcludwig@pomlaw.com.
- By accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489 between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

If you have questions about how to complete a Proof of Claim, you can call the Claims Administrator at 1 (866) 274-4004, or Plaintiffs' Counsel at 1 (312) 377-1181.

PLEASE DO NOT CALL OR WRITE TO THE COURT OR THE COURT CLERK'S OFFICE FOR INFORMATION OR ADVICE.

DATED: _____, 2022.

BY ORDER OF THE UNITED STATES DISTRICT
COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

EXHIBIT A-2

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Case No.: 16-cv-06633-JD

CLASS ACTION

Honorable James Donato

PROOF OF CLAIM AND RELEASE FORM

A. GENERAL INSTRUCTIONS & INFORMATION

1. You are urged to read carefully the accompanying Notice of Proposed Class Action Settlement (the “Notice”) and the Amended Stipulation of Settlement (“Stipulation”). Both documents are available on the Settlement website, terraviasettlement.com. All capitalized terms used herein shall have the same meaning as defined in the Notice and the Stipulation.

2. To file a claim and recover under the Settlement, you must have purchased or otherwise acquired TerraVia Holdings, Inc. (“TerraVia”) common stock between May 4, 2016, and November 6, 2016, both dates inclusive.

3. If you are a Settlement Class Member and wish to participate in the proposed Settlement, you must complete and sign this Proof of Claim and Release (“Proof of Claim”). The submission of a Proof of Claim does not ensure that your claim will be upheld or that you will share in any recovery. All claims are subject to verification and investigation. If you fail to file a properly addressed and fully completed Proof of Claim, fail to provide required documentation, or are not eligible to recover under the Settlement, your claim may be rejected and you may be precluded from any recovery from the proposed Settlement. You may also be requested to provide further information.

4. **You must complete and sign your Proof Of Claim, postmarked on or before _____, 2022, and send it to the Claims Administrator at:**

TerraVia Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
info@strategicclaims.net

Or complete an electronic version of the Proof of Claim and e-file on or before _____, 2022, at www.terraviasettlement.com.

5. **If you are a member of the Settlement Class and do not timely request exclusion, you will be bound by any judgment entered in the Action whether or not you submit a Proof of Claim.**

6. If you are not a member of the Settlement Class, do not submit a Proof of Claim. For help completing this Proof of Claim, please contact the Claims Administrator.

B. CLAIMANT IDENTIFICATION INSTRUCTIONS

1. If you purchased TerraVia common stock and registered the certificate in your name, you are the beneficial owner as well as the owner of record. If, however, you purchased TerraVia common stock and the certificate was registered in the name of a third party (such as your stock broker), you are the beneficial owner and the third party is the owner of record. Proceeds of this Settlement will be distributed to Settlement Class members who are beneficial owners of TerraVia common stock.

2. Use Section D of this form, entitled “Claimant Identification Schedule,” to identify yourself and each owner of record, if different from the beneficial owner of TerraVia common stock that forms the basis of this claim. **This claim must be filed by the actual beneficial owner(s), or the legal representative of such owner(s), of the stock upon which this claim is based.**

3. If shares of TerraVia common stock were owned jointly, all joint owners must sign the Proof of Claim. Executors, administrators, guardians, conservators, and trustees may complete and sign the Proof of Claim on behalf of persons or entities represented by them, but they must identify such persons or entities and provide proof of their authority (*e.g.*, powers of attorney or currently effective letters testamentary or letters of administration). The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the Claim. If you fail to provide the foregoing information, your claim may be delayed or rejected.

4. You must file a separate Proof of Claim for each differently named account or ownership, such as an individual account, an IRA account, a joint account, a custodial account, etc. Joint tenants, co-owners, or custodians UGMA should file a single claim. Claimants who file one or more claims (*e.g.*, one in Claimant’s name and one for an IRA or joint ownership) must identify the other claims filed.

5. **NOTICE REGARDING ELECTRONIC FILES:** Representatives with the authority to file on behalf of (a) accounts of multiple Persons and/or (b) institutional accounts with large numbers of transactions (“Representative Filers”) must submit information regarding their clients’ transactions in the approved electronic spreadsheet format, which is available by request to the Claims Administrator at efile@strategicclaims.net or by visiting the website www.strategicclaims.net/institutional-filers/. One spreadsheet may contain the information for multiple Persons and institutional accounts, but all Representative Filers **MUST** also submit a manually signed Proof of Claim, as well as proof of authority to file (see paragraph 3 above) along with the electronic spreadsheet. The Claims Administrator reserves the right to request additional documentary proof regarding transactions and holdings in the Company’s shares to prove and accurately process the Proof of Claim. Any file not submitted in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email after processing the file with claim number(s) and respective account information. Do not assume that the file has been received or processed until the Claims Administrator sends a confirmation email. If you do not receive such an email within 10 days of submission, please contact the electronic filing department at efile@strategicclaims.net to inquire about the file and

confirm it was received and acceptable.

6. **NOTICE REGARDING ONLINE FILING:** Claimants who are not Representative Filers may submit their claims online using the electronic version of the Proof of Claim hosted at terraviasettlement.com. If you are not acting as a Representative Filer, you do not need to contact the Claims Administrator prior to filing; you will receive an automated e-mail confirming receipt once your Proof of Claim has been submitted. If you are unsure if you should submit your claim as a Representative Filer, please contact the Claims Administrator at info@strategicclaims.net or (866) 274-4004. If you are not a Representative Filer, but your claim contains a large number of transactions, the Claims Administrator may request that you also submit an electronic spreadsheet showing your transactions to accompany your Proof of Claim.

C. INSTRUCTIONS FOR SCHEDULE OF TRANSACTIONS

1. Use Section E of this form, entitled “Schedule of Transactions,” to supply all of the requested information with respect to *all* of your transactions—purchases, other acquisitions, sales, and other dispositions—in TerraVia common stock that took place at any time between May 4, 2016, through and including February 2, 2017, whether such transactions resulted in a profit or a loss. Please note, pursuant to the Plan of Allocation, there are no Recognized Losses for purchases of Terra Via common stock on or after November 7, 2016. Purchases of Terra Via common stock during the 90-day period from November 7, 2016 through February 2, 2017 will only be used to balance your claim. The failure to report all such transactions or to provide all requested information with respect to each transaction may result in the rejection of your claim.

2. If you need more space, attach separate, numbered sheets giving all of the required information in substantially the same form. Sign each additional sheet and print or type your name at the top.

3. 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, as well as the purchase and/or sales price, excluding commissions, taxes, and other fees. The date of a transaction is the “trade” date and not the “settlement” date. The date of covering a “short sale” is deemed to be the date of purchase, and the date of a “share sale” is deemed to be the date of sale. Shares originally sold short will have a Recognized Loss of zero. TerraVia common stock acquired or disposed of for any consideration other than, or in addition to, cash must be reported as having been acquired or disposed of.

4. You *must* attach to your claim form *copies* of brokerage confirmations, monthly statements, or other documentation of your transactions in TerraVia common stock in order for your claim to be valid. A complete list of acceptable supporting documentation can be found at terraviasettlement.com. Failure to provide this documentation could delay verification or result in the rejection of your Claim. The Claims Administrator may also request additional information as required to efficiently and reliably calculate your losses.

5. If your trading activity between May 4, 2016, and February 2, 2017, exceeds 50 transactions, you must provide all information required in the Schedule of Transactions in an electronic file. For instructions and parameters concerning such a submission, please visit terraviasettlement.com, call the Claims Administrator at (866) 274-4004, or e-mail the Claims Administrator at info@strategicclaims.net.

6. If you have questions or need additional Proofs of Claim, contact the Claims Administrator *via* the information in the preceding paragraph. You may make photocopies of this form.

7. Please refer to the Plan of Allocation set forth in the accompanying Notice for a detailed explanation of how a Claimant's Recognized Loss will be calculated.

D. CLAIMANT IDENTIFICATION SCHEDULE

Claims must be received by the Claims Administrator postmarked no later than _____, **2022.**

Please Type or Print

Beneficial Owner's Name <i>(as it appears on your brokerage statement)</i>		
Joint Beneficial Owner's Name <i>(as it appears on your brokerage statement)</i>		
Record Owner's Name and Address <i>(if different from beneficial owner listed above)</i>		
Street Address		
Street Address 2		
City	State	Zip Code
Foreign Province	Foreign Country	
Telephone Number (Daytime)	Telephone Number (Evening)	
Fax Number		
Email		

Specify one of the following.

Claimant holder of TerraVia common stock is:

<input type="checkbox"/>	A. Individual Claimant: I am a claimant acting in my own interest and am the sole owner of the shares.
<input type="checkbox"/>	B. Joint Claimants: We are claimants acting jointly.
<input type="checkbox"/>	C. Corporate Claimant: I am the _____ of _____, a corporation whose address is _____. I am authorized to make this claim on behalf of the corporation. The corporation is the owner of the shares.
<input type="checkbox"/>	D. IRA Claimant: I am a claimant acting on behalf of my IRA. The shares are held in my IRA.
<input type="checkbox"/>	E. Partnership Claimant: I am a partner of _____, a partnership whose business address is _____. I am authorized to make this claim on behalf of the partnership. The partnership is the owner of the shares.
<input type="checkbox"/>	F. Decedent's Estate Claimant: I am the executor or the administrator (circle which) of the estate of _____, whose last address was _____. (Valid proof of authority must accompany this claim.)
<input type="checkbox"/>	G. Trust Claimant: I am a trustee of _____, a trust authorized under the laws of _____. I am authorized to make this claim on behalf of the trust. The trust is the owner of the shares.
<input type="checkbox"/>	H. Custodial or Guardian Claimant: I am the custodian or the guardian (circle which) for _____ whose address is _____. (Valid proof of authority must accompany this claim.)
<input type="checkbox"/>	I. Other: (Specify) _____

E. SCHEDULE OF TRANSACTIONS IN TERRAVIA COMMON STOCK

1. State the total number of shares of TerraVia common stock owned at the close of trading on **May 3, 2016**, long or short (*if none, enter "0"; if other than zero, must be documented*):

2. Separately list each and every **purchase** of TerraVia common stock between **May 4, 2016** and **February 2, 2017**, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased	Price Per Share (excluding commissions, taxes, and other fees)	Total Purchase Price (excluding commissions, taxes, and other fees)
___/___/___		\$	\$
___/___/___		\$	\$
___/___/___		\$	\$

3. Separately list each and every **sale** of TerraVia common stock between **May 4, 2016** and **February 2, 2017**, inclusive, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Price Per Share (excluding commissions, taxes, and other fees)	Total Sale Price (excluding commissions, taxes, and other fees)
___/___/___		\$	\$
___/___/___		\$	\$
___/___/___		\$	\$

4. State the total number of shares of TerraVia common stock owned at the close of trading on **February 2, 2017**, long or short (*if none, enter "0"; if other than zero, must be documented*):

If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.

**YOU MUST ALSO READ THE RELEASE AND SIGN THE CERTIFICATION
OR THE W-8 CERTIFICATION BELOW**

SUBMISSION TO JURISDICTION OF THE COURT

By submitting this Proof of Claim, I/we, and every Settlement Class Member I/we represent, submit to the jurisdiction of the United States District Court for the Northern District of California for purposes of this Action and the Settlement of the Action, as reflected in the Stipulation. I/We further agree to be bound by the orders of the Court, agree that this Proof of Claim, my/our status or the status of the Settlement Class Member I/we represent as a Claimant, and the allowable amount of this claim will be subject to review and further inquiry, and that I/we will furnish such additional documentation with respect to this Proof of Claim as may be required.

F. RELEASE

1. By signing this Proof of Claim, I/we hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release and discharge from the Settlement Class Claims each and all of the “Released Persons” defined as, collectively, each and all of Defendants Jonathan S. Wolfson, Apurva S. Mody, and Tyler W. Painter (“Defendants”) and their agents, attorneys, accountants, advisors, and the predecessors, successors, insurers, administrators, and assigns of each of the foregoing.

2. “Settlement Class Claims” means any and all claims, rights, demands, obligations, damages, actions or causes of action, or liabilities whatsoever, of every nature and description, whether known claims or Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law or regulation, that arise out of or relate in any way to both (1) the purchase or sale of TerraVia Common stock during the Settlement Class Period and (2) the allegations, representations, statements, omissions, or matters referred to in the complaints that Plaintiffs filed in this Action or that Plaintiffs or any member of the Settlement Class could have asserted in this Action or in any court. Excluded from the definition of Released Claims are: (i) all claims of any Person who submits a request for exclusion from the Settlement, to the extent that the Court grants any such request; and (ii) all claims to enforce any of the terms of this Stipulation.

3. “Unknown Claims” means: (i) any claims that Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Persons, which if known by him, her, them, or it, might have affected his, her, their, or its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object to the Settlement, provided such claim arises out of or relates to the purchase or sale of TerraVia common stock; and (ii) Defendants’ Claims that any Defendant does not know or expect to exist in his, her, or its favor, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived and by operation of the Order and Judgment shall have 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 that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Order and Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of Released Claims and Released Defendants’ Claims was separately bargained for and a key element of the Settlement of which this release is a part.

G. REPRESENTATIONS

I/We acknowledge that I/we have read the Notice of Proposed Class Action Settlement and that pursuant thereto I/we file this claim to participate in the Settlement.

I/We hereby warrant and represent that neither I/we, nor any person I/We represent, is a Defendant (as defined in the Notice) with respect to any of the claims asserted in the Action, a member of the immediate family of any of the Defendants, or anyone excluded from the Settlement Class as it is defined in the Stipulation, or a person or entity who has requested exclusion from the Settlement Class.

I/We hereby warrant and represent that I/We have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion hereof.

I/We hereby warrant and represent that I/We have included information about all of My/Our transactions in TerraVia common stock between May 4, 2016, and February 2, 2017, as well as the number of shares of TerraVia common stock held by Me/Us at the close of trading on May 4, 2016, and February 2, 2017.

I/We hereby warrant and represent that I am/we are authorized to execute and deliver this Proof of Claim.

H. CERTIFICATION

I/We certify that I am/we are not subject to backup withholding. **(If you have been notified by the IRS that you are subject to backup withholding, strike out the previous sentence.)**

I/We certify that I/we purchased or otherwise acquired the TerraVia common stock listed in the above Schedule between May 4, 2016, and November 6, 2016, inclusive.

I/We declare and affirm under penalties of perjury that the foregoing information and the documents attached hereto, including the Social Security or Taxpayer Identification Number shown on this Proof of Claim, are true, correct and complete to the best of my/our knowledge, information, and belief, and that this Proof of Claim was executed this _____ day of _____, 2022 in:

(City)

(State/Country)

Signature of Claimant

Signature of Joint Claimant, if any

(Print your name here)

(Print your name here)

Signature of Person signing on behalf of
Claimant

(Print your name here)

Capacity of person signing on behalf of
Claimant, if other than an individual, (Executor,
President, Custodian, etc.)

SUBSTITUTE FORM W-8: IF YOU ARE NOT A RESIDENT OR CITIZEN OF THE UNITED STATES, COMPLETE THE FOLLOWING:

Permanent residence (principal office if a corporation):

If your claim is effectively connected with the conduct of a trade or business within the U.S., please provide the following information regarding your U.S. business:

Name of U.S. Business

Address of U.S. Business

Type of Business

Tax Identification Number

W-8 Certification: Under the penalties of perjury, I certify that the information provided above is true, correct and complete.

Signature(s) _____

Date: _____

Date: _____

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

Reminder Checklist:

1. Remember to sign the above Release and Certification (or W-8 Certification).
2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on the Claims Administrator's website at: terraviasettlement.com
3. Do not send originals of securities certificates.
4. Keep copies of the completed claim form and documentation for your own records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.

If you have questions or concerns regarding your claim, please contact the Claims Administrator at:

TerraVia Securities Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 205
Media, PA 19063
Tel.: (866) 274-4004
Fax: (610) 565-7985
info@strategicclaims.net

EXHIBIT A-3

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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

Case No.: 16-cv-06633-JD

CLASS ACTION

Honorable James Donato

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK TERRAVIA HOLDINGS, INC. BETWEEN MAY 4, 2016, AND NOVEMBER 6, 2016, BOTH DATES INCLUSIVE.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION.**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of California, that a hearing will be held on _____, 2022 at __:00 __.m. in Courtroom 11, 19th Floor before the Honorable James Donato, United States District Judge of the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102 (the "Settlement Hearing"):

- (1) to determine whether the Settlement, consisting of the sum of \$2,500,000.00 (Two Million Five Hundred Thousand Dollars and Zero Cents) in cash should be approved as fair, reasonable, and adequate;
- (2) to determine whether the Order and Judgment as provided under the Stipulation of Settlement should be entered, dismissing the Amended Complaint on the merits and with prejudice, and to determine whether the release by the Settlement Class of the Released Persons, as set forth in the Stipulation, should be ordered, along with a permanent injunction barring efforts to bring any Released Claims extinguished by the Settlement against any Released Persons;
- (3) to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair, reasonable, and adequate;
- (4) to consider the application of Plaintiffs' Counsel for an award of expenses of not more than \$150,000, for a Plaintiffs' Award to the two proposed Class Representatives not to exceed \$2,500.00 each, and for a Plaintiffs' Award to the four remaining Lead Plaintiffs not to exceed \$1,000.00 each;
- 4) to determine whether the Settlement Class should be certified;
- (5) to consider any Settlement Class Members' objections to the Settlement, whether submitted

previously in writing or presented orally at the Settlement Hearing by Settlement Class Members (or by counsel on their behalf); and
(6) to rule upon such other matters as the Court may deem appropriate.

If you purchased common stock of TerraVia between May 4, 2016, and November 6, 2016, both dates inclusive, your rights may be affected by the Settlement of this Action. If you have not received a copy of the Notice of Proposed Class Action Settlement and a copy of the Proof of Claim and Release, you may obtain copies by writing to the Claims Administrator at: TerraVia Securities Litigation, c/o Strategic Claims Services, P.O. Box 230 600 N. Jackson St., Ste. 205 Media, PA 19063, info@strategicclaims.net; by calling the Claims Administrator at (866) 274-4004; or by visiting the Claims Administrator's website at www.terraviasettlement.com.

If you are a member of the Settlement Class, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release no later than _____. Unless you submit a written exclusion request, you will be bound by any judgment rendered in the Action whether or not you submit a Proof of Claim and Release.

If you desire to be excluded from the Class, you must submit a request for exclusion to the Claims Administrator, so that it is received no later than _____, in the manner and form explained in the detailed Notice of Proposed Class Action Settlement.

Any objection to the Settlement, Plan of Allocation, Plaintiffs' Counsel's request for an award of Expenses, or any request for Plaintiffs' Award must be in the manner and form as described in the Notice of Proposed Class Action Settlement and received no later than _____ by the Court at:

Class Action Clerk
United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

If you have any questions about the Settlement, you may call or write to Plaintiffs' Counsel:

Joshua B. Silverman, Esq.
Louis C. Ludwig, Esq.
POMERANTZ LLP
10 South LaSalle St., Ste. 3505
Chicago, IL 60603
Tel.: 312-377-1181
jbsilverman@pomlaw.com
lcludwig@pomlaw.com

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

DATED: _____, 2022

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE

NORTHERN DISTRICT OF CALIFORNIA

EXHIBIT-B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE TERRAVIA HOLDINGS, INC.,
SECURITIES LITIGATION

Case No.: 16-cv-06633-JD

**[PROPOSED] ORDER AND
FINAL JUDGMENT**

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1 On the _____ day of _____, 2022, a hearing having been held before this Court
2 to determine, among other things: (1) whether the terms and conditions of the Amended Stipulation
3 of Settlement dated August 4, 2022 (the “Stipulation”) are fair, reasonable, and adequate for the
4 settlement of all claims asserted by the Settlement Class Members against Defendants Jonathan S.
5 Wolfson, Apurva S. Mody, and Tyler W. Painter (collectively, the “Settling Defendants”), and (2)
6 whether to approve the proposed Plan of Allocation as a fair and reasonable method to allocate the
7 Net Settlement Fund among the Settlement Class Members; and the Court having considered all
8 matters submitted to it at the hearing and otherwise; and

9 It appearing that the Notice substantially in the form approved by the Court in the Court’s
10 Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval
11 Order”) was mailed to all reasonably identifiable potential Settlement Class Members; and

12 It appearing that the Summary Notice substantially in the form approved by the Court in
13 the Preliminary Approval Order was published in accordance with the Preliminary Approval Order
14 and the specifications of the Court;

15 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUGED, AND DECREED THAT:

16 1. Unless indicated otherwise, capitalized terms used herein have the same meanings
17 defined in the Stipulation, which this Judgment incorporates by reference.

18 2. The Court has jurisdiction over the subject matter of the Action, Plaintiffs, all
19 Settlement Class Members, and the Settling Defendants. Excluded from the Settlement Class are
20 Settling Defendants and their immediate family members; any person who served as an officer or
21 director of TerraVia Holdings, Inc. (“TerraVia”) during the class period and their immediate
22 family members; any entity in which Settling Defendants have or had a controlling interest; and
23 (4) Settlement Class members who opt out of the Settlement.

24 3. The Court hereby finds that the forms and methods of notifying the Settlement
25 Class of the Settlement and its terms and conditions met the requirements of due process and Rule
26 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Exchange Act, 15 U.S.C. §
27 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constituted the
28 best notice practicable under the circumstances; and constituted due and sufficient notice to all
persons and entities entitled thereto of these proceedings and the matters set forth herein, including
the Settlement and Plan of Allocation, to all Persons entitled to such notice. No Settlement Class
Member is relieved from the terms of the Settlement, including the releases provided for therein,

1 based upon the contention or proof that such Settlement Class Member failed to receive actual or
2 adequate notice. A full opportunity has been offered to Settlement Class Members to object to the
3 proposed Settlement and to participate in the hearing thereon. The Court further finds that the
4 notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged and
5 that the statutory waiting period has elapsed. Thus, it is hereby determined that all members of
6 the Settlement Class are bound by this Order and Final Judgment.

7 4. The Settlement is approved as fair, reasonable, and adequate, and in the best
8 interests of the Settlement Class. Plaintiffs and the Settling Defendants are directed to consummate
9 the Settlement in accordance with the terms and provisions of the Stipulation.

10 5. Plaintiffs and the Settlement Class Members hereby release and forever discharge
11 the Released Persons from any and all Released Claims. Plaintiffs and the Settlement Class
12 Members are hereby permanently and forever enjoined from prosecuting, attempting to prosecute,
13 or assisting others in the prosecution of the Released Claims against the Released Persons, as set
14 forth in the Stipulation. For purposes of this Order and Final Judgment:

15 a. "Released Claims" means any and all claims, rights, demands, obligations,
16 damages, actions or causes of action, or liabilities whatsoever, of every nature
17 and description, whether known claims or Unknown Claims (as defined below),
18 whether arising under federal, state, common, or foreign law or regulation, that
19 arise out of or relate in any way to the purchase or sale of TerraVia Common
20 Stock during the Class Period and the acts, facts, statements, or omissions that
21 were or could have been alleged or asserted by Plaintiffs or any member of the
22 Settlement Class in the Action or in any other action in any court, except that
23 expressly excluded from the definition of Released Claims are: (i) all claims of
24 any Person who submits a request for exclusion from the Settlement, to the
25 extent that the Court grants any such request; and (ii) all claims to enforce any
26 of the terms of this Stipulation.

27 b. "Released Persons" means the Settling Defendants and their agents, attorneys,
28 accountants, and advisors (and the predecessors, successors, insurers,
administrators, and assigns of each of the foregoing).

6. The Settling Defendants, including any and all of the Settling Defendants'
successors in interest or assigns, hereby release and forever discharge any and all Released

1 Defendants' Claims, to the extent the Released Defendants Claims relate to the subject matter of
2 this Action or its prosecution thereof, against the Plaintiffs and Class Representatives, any of the
3 Settlement Class Members, and any of their counsel, including Class Counsel. For purposes of
4 this Order and Final Judgment:

- 5 a. "Released Defendants' Claims" any and all claims, rights, demands,
6 obligations, damages, actions or causes of action, or liabilities whatsoever, of
7 every nature and description, whether known claims or Unknown Claims (as
8 defined below), whether arising under federal, state, common, or foreign law or
9 regulation, that arise out of or relate in any way to the purchase or sale of
10 TerraVia Common Stock during the Class Period and the acts, facts, statements,
11 or omissions that were or could have been alleged or asserted by Plaintiffs or
12 any member of the Settlement Class in the Action or in any other action in any
13 court, except that expressly excluded from the definition of Released Claims
14 are: (i) all claims of any Person who submits a request for exclusion from the
15 Settlement, to the extent that the Court grants any such request; and (ii) all
16 claims to enforce any of the terms of this Stipulation.
- 17 b. "Released Defendants' Claims" does not include claims to enforce any of the
18 terms of this Stipulation. "Released Defendant's Claims" does not include
19 claims to enforce any of the terms of this Stipulation.

20 7. Bar Order: Subject to the provisions of the Stipulation, all Persons are barred from
21 commencing, prosecuting, or asserting any Barred Claims. All Barred Claims are hereby
22 extinguished, discharged, satisfied, and unenforceable. If any term of this Bar Order is held to be
23 unenforceable after the date of entry, such provision shall be substituted with such other provision
24 as may be necessary to afford all Released Persons the fullest protection permitted by law from
25 any Barred Claim. For purposes of this Order and Final Judgment:

- 26 a. "Barred Claim" means any claim, if any, however styled, whether for
27 indemnification, contribution, or otherwise and whether arising under state,
28 federal, or common law, against the Released Persons (including claims
asserted by Released Persons against other Released Persons) where the claim
is or arises from a Released Claim and the alleged injury to such Person arises
from that Person's alleged liability to the Class or any Class Member, including

1 any claim in which a Person seeks to recover from any of the Released Persons
2 (i) any amounts such person or entity has or might become liable to pay to the
3 Settlement Class or any Settlement Class Member and/or (ii) any costs,
4 expenses, or attorneys' fees from defending any claim by the Settlement Class
5 or any Settlement Class Member.

6 8. Notwithstanding the foregoing Paragraph 8, nothing in this Order and Final
7 Judgment:

- 8 a. will bar the Released Persons from pursuing claims that are outside the scope
9 of or independent of the Released Claims, including but not limited to any claim
10 that any Released Person may have for indemnification related to costs and
11 expenses incurred in responding to discovery requests in the Action; or
12 b. will bar or constitute a release of any claim by any of the Released Persons for
13 insurance or reinsurance coverage arising out of, related to, or in connection
14 with this Action or the Released Claims.

15 9. Plaintiffs' Counsel are awarded expenses, including experts' fees and expenses, in
16 the amount of \$ _____, such amounts to be paid from out of the Gross Settlement
17 Fund ten (10) calendar days following the entry of this Order. Class Counsel shall thereafter be
18 solely responsible for allocating the Expenses among other Plaintiffs' Counsel in a manner in
19 which Class Counsel in good faith believe reflects the contributions of such counsel to the
20 initiation, prosecution, and resolution of the Action. If, and when, as a result of any appeal and/or
21 further proceedings on remand, or successful collateral attack, the foregoing Expense award is
22 overturned or lowered, or if the Settlement is terminated or is not approved by the Court, or if there
23 is an appeal and any order approving the Settlement does not become Final and binding upon the
24 Settlement Class, then, within thirty (30) business days after receiving notice from Settling
25 Defendants' Counsel of such an order from a court of appropriate jurisdiction, each Plaintiffs'
26 Counsel law firm shall refund to the Gross Settlement Fund such fees and expenses previously
27 paid to them from the Gross Settlement Fund plus interest thereon at the same rate as earned on
28 the Gross Settlement Fund in an amount consistent with such reversal or modification. Each
Plaintiffs' Counsel law firm receiving attorneys' fees and litigation costs and expenses, as a
condition of receiving such fees and expenses, on behalf of itself and each partner and/or
shareholder of it (including the law firm and its partners and/or shareholders), shall be subject to

1 the jurisdiction of the Court for the purpose of enforcing this Stipulation, and each shall be liable
2 for repayment of the litigation costs and expenses allocated to it, including all amounts paid as
3 referral fees to other law firms, as well as accrued interest thereon.

4 10. Plaintiffs _____ are awarded the sum of \$ _____ each, and
5 Plaintiffs _____ are awarded the sum of \$ _____ each, as reasonable costs
6 and expenses directly relating to the representation of the Settlement Class as provided in 15 U.S.C.
7 § 78u-4(a)(4), such amounts to be paid from the Gross Settlement Fund upon the Effective Date
8 of the Settlement.

9 11. The Court hereby finds that the proposed Plan of Allocation is a fair and reasonable
10 method to allocate the Net Settlement Fund among Settlement Class Members.

11 12. The Court finds that all parties and their counsel have complied with each
12 requirement of Rule 11 of the Federal Rules of Civil Procedure as to all proceedings herein.

13 13. Neither this Order and Final Judgment, the Preliminary Approval Order, the
14 Stipulation (including the exhibits and Supplemental Agreement thereto), the Memorandum of
15 Understanding between the Settling Parties dated September 17, 2020 (the MOU), nor any of the
16 negotiations, documents, or proceedings connected with them shall be:

- 17 a. referred to or used against the Released Persons or against the Plaintiffs or the
18 Settlement Class as evidence of wrongdoing by anyone;
- 19 b. construed against the Released Persons or against the Plaintiffs or the
20 Settlement Class as an admission or concession that the consideration to be
21 given hereunder represents the amount which could be or would have been
22 recovered after trial;
- 23 c. construed as, or received in evidence as, an admission, concession, or
24 presumption against the Settlement Class or any of them, that any of their
25 claims are without merit or that damages recoverable under the Complaint
26 would not have exceeded the Settlement Amount; or
- 27 d. used or construed as an admission of any fault, liability, or wrongdoing by any
28 person or entity, or offered or received in evidence as an admission, concession,
presumption, or inference against any of the Released Persons in any
proceeding other than such proceedings as may be necessary to consummate or
enforce the Stipulation.

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14. Notwithstanding the foregoing Paragraph 13, the Settling Parties and other Released Persons may file or refer to this Order and Final Judgment, the Stipulation, Preliminary Approval Order, and/or any Claim Form: (a) to effectuate the liability protections granted hereunder or thereunder, including, without limitation, to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim; (b) to obtain a judgment reduction under applicable law; (c) to enforce any applicable insurance policies and any agreements relating thereto; or (d) to enforce the terms of the Stipulation and/or this Order and Final Judgment.

15. Exclusive jurisdiction is hereby retained over the Settling Parties for all matters relating to the Action, including the administration, interpretation, effectuation, or enforcement of the Stipulations or Settlement and this Order and Final Judgment, and including any application for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the Settlement Class Members.

16. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions in the Stipulation.

17. There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

18. The finality of this Order and Final Judgment shall not be affected, in any manner, by any appeal concerning the Expenses awarded herein, the Award to Plaintiffs, or the Plan of Allocation.

19. In the event that the Settlement does not become Final and effective in accordance with the terms and conditions set forth in the Stipulation, then the Stipulation, except as otherwise provided therein, the Preliminary Approval Order, and this Order and Final Judgment, shall be rendered null and void and of no further force or effect, and all Settling Parties shall be deemed to have reverted *nunc pro tunc* to their respective status prior to the execution of the MOU, and the Settling Parties shall proceed in all respects as if the MOU and the Stipulation had not been executed and the related orders had not been entered, without prejudice in any way from the

1 negotiation, fact, or terms of the Settlement, and preserving all of their respective claims and
2 defenses in the Action, and shall revert to their respective positions in the Action.

3 20. In the event the Settlement does not become Final and effective in accordance with
4 the terms and conditions set forth in the Stipulation, the Escrow Agent shall refund the Gross
5 Settlement Fund, less amounts already expended for Notice and Administration Expenses pursuant
6 to the terms of the Stipulation, to the Settling Defendants within ten (10) business days thereafter.
7 At the request of the Settling Defendants or Plaintiffs, the Escrow Agent or the Escrow Agent's
8 designee shall apply for any tax refund owed to the Gross Settlement Fund and pay the percentage
9 of the proceeds of the tax refund, after deduction of any fees and expenses incurred in connection
10 with such application(s) for refund, to the Settling Defendants.

11 21. The Court's orders entered during this Action relating to the confidentiality of
12 information shall survive this Settlement.

13 Dated: _____, 2022

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15 _____
16 HON. JAMES DONATO
17 UNITED STATES DISTRICT JUDGE
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