

NOTICE OF PENDENCY AND PROPOSED SETTLEMENTS OF CLASS ACTION

IF YOU PURCHASED COVERED AEQUITAS SECURITIES ON OR AFTER JUNE 9, 2010, YOU MAY BE ENTITLED TO A PAYMENT FROM THE CLASS ACTION SETTLEMENTS.¹

A federal court authorized this Notice. This is not a solicitation from a lawyer.

The purpose of this Notice is to inform you of: (i) the pendency of this class action (the “Action”); (ii) the proposed Settlements of the Action with the Defendants in the Action (the “Settlements,” as defined below); and (iii) the hearing to be held by the Court to consider: (a) whether the Settlements should be approved; and (b) Class Counsel’s application for attorneys’ fees and expenses (the “Settlement Hearing”). This Notice describes important rights you may have and what steps you must take if you wish to be excluded from the Class (defined below).

The proposed Settlements have been reached with Defendants Deloitte & Touche LLP (“Deloitte”); EisnerAmper LLP (“EisnerAmper”); Sidley Austin LLP (“Sidley”); TD Ameritrade, Inc. (“Ameritrade”); Duff & Phelps, LLC (“Duff”); Tonkon Torp LLP (“Tonkon”); and Integrity Bank & Trust (“Integrity”) (the “Defendants”). The Settlements resolve all claims in the Action.

Terms of the Settlements: The Settlements provide for \$234,613,000, collectively, in cash (the “Settlement Funds”) paid pursuant to the terms of each settlement agreement. Deloitte, EisnerAmper, Sidley, Ameritrade and Duff entered into a Stipulation and Agreement of Settlement, dated as of July 8, 2019 (the “Global Settlement”), that provides for \$220,000,000 in cash (the “Global Settlement Fund”). Tonkon Torp entered into a Stipulation and Agreement of Compromise, Settlement and Release, dated May 31, 2018 (the “Tonkon Settlement”), that provides for \$12,913,000 in cash (the “Tonkon Settlement Fund”). Integrity entered into a Stipulation and Agreement of Compromise, Settlement and Release, dated April 24, 2019 (the “Integrity Settlement”), that provides for \$1,700,000 in cash (the “Integrity Settlement Fund”). The Global, Tonkon, and Integrity Settlements are collectively referenced herein as the “Settlements.” The proceeds from these Settlements will be distributed to Class Members on a proportionate basis calculated by determining each Class Member’s Net Loss (defined below) as a percentage of all Class Member Net Losses. See the answer to question 9 (page 7) for more information regarding the allocation of the proceeds from these Settlements.

Eligible Securities, Class and Class Period: The eligible securities included in this Action (the “Covered Aequitas Securities”) include all securities issued by: 1) Aequitas Commercial Finance, LLC (“ACF”); 2) Aequitas Income Opportunity Fund, LLC (“AIOF”); 3) Aequitas Income Opportunity Fund II, LLC (“AIOF-II”); 4) Aequitas Capital Opportunities Fund, LP (“ACOF”); 5) Aequitas Income Protection Fund, LLC (“AIPF”); 6) Aequitas Enhanced Income Fund, LLC (“AEIF”); 7) Aequitas ETC Founders Fund, LLC (“AETC”); and 8) MotoLease Financial, LLC (“AMLF”). The “Class” consists of all persons who purchased Covered Aequitas Securities on or after June 9, 2010 (the “Class Period”) and who had an account balance related to any Covered Aequitas Securities as of March 31, 2016. The Class excludes: (a) Defendants; (b) the past and present officers and directors of the Aequitas affiliated companies, including without limitation Robert Jesenik, Brian Oliver, Craig Froude, Scott Gillis, Andrew MacRitchie, Olaf Janke, Brian Rice, William Ruh, Steve Hedberg, Brett Brown, Tom Goila, Patricia Brown, Bill Malloy, and Thomas Szabo, and their respective families and affiliates; (c) the past and present members of the Aequitas Advisory Board, including without limitation William McCormick, L. Martin Brantley, Patrick Terrell, Edmund Jensen, Donna Miles, William Glasgow, Keith Barnes, Bob Zukis, and their respective families and affiliates; (d) registered investment advisors and investment advisor representatives; (e) any investor who received finder’s fees or other consideration from Aequitas in connection with referring investors to Aequitas; and (f) plaintiffs in certain individual actions (which actions are detailed below).²

¹ This Notice incorporates by reference the definitions in the Stipulations of Settlement for each of the Settlements, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulations. The three Stipulations can be obtained at www.AequitasSettlements.com.

² The Tonkon, Integrity and Global Settlements each detail the list of individual actions whose plaintiffs are excluded from the Class. The Tonkon and Integrity Settlements exclude the plaintiffs in the following actions: *Wurster, et al. v. Deloitte & Touche LLP, et al.*, Case No. 16CV25920, Multnomah County Circuit Court; *Pommier, et al. v. Deloitte & Touche, LLP, et al.*, Case No. 16CV36439, Multnomah County Circuit Court; *Ramsdell, et al. v. Deloitte & Touche, LLP, et al.*, Case No. 16CV40659, Multnomah County Circuit Court; *Albers, et al. v. Deloitte & Touche, LLP, et al.*, Case No. 2:16CV02239 (USDC D. Or.); *Layton, et al. v. Deloitte & Touche LLP, et al.*, Case No. 17CV42915, Multnomah County Circuit Court; and *Cavanagh, et al. v. Deloitte & Touche LLP, et al.*, Case No. 18CV09052, Multnomah County Circuit Court. The Global Settlement excludes plaintiffs in the prior listed individual actions, and further excludes the plaintiffs in *Royal Fund LP, et al. v. Deloitte & Touche, et al.*, Case No. 19CV22914, Multnomah County Circuit Court (“*Royal Fund*”). Therefore, the *Royal Fund* plaintiffs are eligible to participate in the Tonkon and Integrity Settlements, but not the Global Settlement. Further, notwithstanding the foregoing exclusions from the Tonkon Settlement, the following individuals are eligible to participate in the Tonkon Settlement (but remain excluded from the Integrity and Global Settlements): Jeanette Lao, as trustee of the Jeanette Lao Rollover IRA, Claire Lin, as trustee of Claire Yan Lin Roth IRA, and Calmar Optcom, Inc. Plaintiffs in *Royal Fund*, Jeanette Lao, as trustee of the Jeanette Lao Rollover IRA, Claire Lin, as trustee of Claire Yan Lin Roth IRA, and Calmar Optcom, Inc., are referenced collectively herein as the “Partially Covered Class Members.”

Reasons for Settlements³: The Settlements provide a substantial recovery for the Class. In addition to the total settlement amount of \$234,613,000, the court-appointed Aequis Receiver estimates that the Class will receive 64% of the Receiver's total distribution to Aequis investors, or \$64-77 million. Combined, the total settlement amount and the total distribution from the Receiver exceed the total "out-of-pocket" losses of the Class (principal investments less payments of principal and interest), which are estimated to be \$263.8 million. The Settlements avoid the costs, delay and risks associated with continued litigation, including the danger of no recovery. Continuing with the case could have resulted in loss at summary judgment or trial or on appeal. The parties vigorously disagree on both liability and the amount of money that could have been won if the Class Representatives prevailed at trial. Defendants expressly deny all of the claims and allegations of wrongdoing or liability made against them arising out of any of the conduct alleged in the Action. Defendants' asserted legal and factual defenses pose a significant risk to the ability of the Class Representatives to obtain a larger judgment at trial. Furthermore, Tonkon Torp and Integrity have limited resources and their financial ability to pay a judgment is limited. The insurance policies represent some Defendants' most substantial assets to pay a judgment and, in the absence of a settlement, the available insurance will be diminished or depleted entirely by attorney fees incurred to defend those Defendants through trial and appeal. The Class Representatives and Class Counsel believe that this substantial benefit, payable upon final approval of the Settlements by the Court, is preferable to the risks of continued litigation and the possibility of a smaller recovery, or no recovery, years into the future after a trial and any appeals.

Attorneys' Fees and Expenses: Court-appointed Class Counsel will ask the Court for attorneys' fees up to 25% of the Global Settlement Fund, up to 20% of the Tonkon Settlement Fund and up to 20% of the Integrity Settlement Fund, and reimbursement of litigation expenses to be paid from the Settlement Funds. Class Counsel have not received any payment for their work investigating the facts, prosecuting this Action, and negotiating these Settlements on behalf of the Class Representatives and the Class.

Deadlines:

Request Exclusion:	October 29, 2019
File Objection:	October 29, 2019
Court Hearing on Fairness of Settlements:	November 26, 2019

More Information:

Claims Administrator:	Representatives of Class Counsel:	
Aequis Settlements c/o Epiq P.O. Box 10450 Dublin, OH 43017-4050 (855) 474-3896 www.AequisSettlements.com	Steve W. Berman Karl P. Barth Hagens Berman Sobol Shapiro LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101 (206) 623-7292 AequisSettlements@hbsslaw.com	Keith A. Ketterling Timothy S. DeJong Jennifer S. Wagner Stoll Stoll Berne Lokting & Shlachter P.C. 209 SW Oak Street, Suite 500 Portland, OR 97204 (503) 227-1600 AequisSettlements@stollberne.com

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENTS

³ The estimates set forth herein are estimates only that are based on certain assumptions and are not guarantees.

YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS

DO NOTHING	If you agree to the Settlements and wish to participate in the distribution of the proceeds from these Settlements, you do not need to do anything.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to pursue your own lawsuit against Defendants or the released parties for the legal claims in this Action or any other released claims. ⁴
GO TO THE HEARING	You may ask to speak in Court about the fairness of the Settlements, the request for attorneys' fees, charges, and expenses, or the Plan of Allocation.
OBJECT	You may write to the Court if you do not like any aspect of the Settlements, the request for attorneys' fees, charges, and expenses, or the Plan of Allocation. If you exclude yourself, you cannot also object to the Settlements.

- These rights and options, **and the deadlines to exercise them**, are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlements. Payments will be made if the Court approves the Settlements and after objections or appeals, if any, are resolved. Please be patient.

BASIC INFORMATION

1. Why Did I Get This Notice Package?

This Notice is being sent to you pursuant to an order of the United States District Court for the District of Oregon (the "Court") because you may have purchased Covered Aequitas Securities on or after June 9, 2010, and suffered losses thereby. The Court directed that you be sent this Notice because, as a potential member of the Class, you have a right to know about the proposed Settlements with the Defendants in this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlements.

The United States District Court for the District of Oregon is the Court in charge of the case, and the case is known as *Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.*, No. 3:16-cv-00580-AC (the "Action"). The following plaintiffs brought this case on behalf of themselves and others similarly situated: Lawrence P. Ciuffitelli (on behalf of himself and as Trustee of the Ciuffitelli Revocable Trust U/A 5/1/1996); Greg and Angela Julien (as Trustees of the Gregory and Angela Julien Revocable Trust U/A 7/2/2012); R.F. MacDonald Co.; James and Susan MacDonald (as co-Trustees of the MacDonald Family Trust U/A 12/05/2000); William Ramstein; Greg Warrick (on behalf of himself and as co-Trustee of the Warrick Family Trust); and Susan Warrick (as co-Trustee of the Warrick Family Trust) (collectively referred to as the "Class Representatives"). The Class Representatives and Defendants that have been sued have entered into proposed Settlements. The Settlements are only effective if they are approved by the Court.

This package explains the lawsuit, the terms of the Settlements, your legal rights, what benefits are available, who is eligible for those benefits, and how to obtain them. The purpose of this Notice is to inform you of this Action, that it is a proposed class action, how you might be affected, and how to exclude yourself from the Settlements if you wish to do so. It is also being sent to you to inform potential members of the Class of a hearing to be held by the Court to consider the fairness and reasonableness of the Settlements and the Plan of Allocation and to consider Class Counsel's motion for attorneys' fees and for the reimbursement of litigation expenses (the Settlement Hearing).

⁴ As discussed in footnote 2, the Partially Covered Class Members are excluded from the Tonkon, Integrity and/or Global Settlement(s). Notwithstanding anything else to the contrary herein, the Partially Covered Class Members (**and only the Partially Covered Class Members**) may participate in the settlement(s) in which they are eligible to participate without being bound by the releases in the settlement(s) from which they are excluded. For clarity, plaintiffs in *Royal Fund* may participate in the Tonkon and Integrity Settlements, without being bound by the releases in the Global Settlement from which they are excluded. Jeanette Lao, as trustee of the Jeanette Lao Rollover IRA, Claire Lin, as trustee of Claire Yan Lin Roth IRA, and Calmar Optcom, Inc. may participate in the Tonkon Settlement, without being bound by the releases in the Integrity and Global Settlements from which they are excluded.

The Settlement Hearing will be held before the Honorable John V. Acosta on November 26, 2019, in Courtroom 11B of the United States District Court for the District of Oregon, Mark O. Hatfield U.S. Courthouse, 1000 SW Third Ave., Portland, OR 97204. At the Settlement Hearing, the Court will determine:

- (i) whether the Settlements are fair, reasonable, and adequate, and should be finally approved by the Court;
- (ii) whether the judgments provided for under the Settlements should be entered, dismissing the claims against Defendants, and whether the releases set forth in the Settlements should be ordered;
- (iii) whether the Plan of Allocation is fair and reasonable, and should be approved by the Court; and
- (iv) whether Class Counsel's motion for an award of attorneys' fees and reimbursement of litigation expenses should be approved.

This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlements. If the Court approves the Settlements, and after any objections or any appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlements allow.

2. What Is This Lawsuit About, and What Has Happened in the Lawsuit So Far?

On April 4, 2016, the Class Representatives filed a proposed class action. The Class Representatives, on behalf of themselves and all other similarly situated investors, assert claims under the Oregon Securities Law based on their purchases of Covered Aequitas Securities. Aequitas Capital Management, LLC and related entities ("Aequitas"), prior to their failure in 2016, raised hundreds of millions of dollars from more than 1,500 investors by selling securities. The Class Representatives allege that the Covered Aequitas Securities were sold in violation of the Oregon Securities Law because Aequitas: 1) did not register the securities; and 2) sold the securities by means of untrue statements and omissions of material adverse facts regarding: a) undisclosed prior business failures; b) the use of investor funds and the inability to purchase receivables assets; c) undisclosed dependence on renewals of short-term notes; d) misleading asset valuations; and (e) various other misrepresentations. The lawsuit alleges that, as a result of these violations of the Oregon Securities Law, the Class Representatives and other investors lost hundreds of millions of dollars. The lawsuit further alleges that the Defendants are jointly and severally liable for the violations of the Oregon Securities Law because they participated or materially aided in the allegedly illegal securities sales. Defendants deny liability.

Deloitte and EisnerAmper are accounting firms that provided auditing services to certain Aequitas entities. Tonkon and Sidley are law firms that provided legal services to certain Aequitas entities. Integrity is a commercial bank that facilitated sales of more than \$100 million of Aequitas securities and acted as custodian for those securities. Ameritrade acted as a custodian for Aequitas securities and recommended and referred investors to financial advisors participating in Ameritrade's "Advisor Direct" program, and investors purchased more than \$100 million of Aequitas securities through those advisors. Duff performed valuation services and prepared appraisal reports for Aequitas. The Class Representatives allege that the Covered Aequitas Securities were sold with the participation and material aid of Defendants.

3. Why Is This Action a Class Action?

In a class action, one or more people called class representatives (in this case the Class Representatives identified above) sue on behalf of people who have similar claims. All of these people and/or entities together are called a "Class" or "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why Is There a Settlement?

The parties disagree about numerous issues in this Action, including: (1) whether the Covered Aequitas Securities were required to be registered; (2) whether the Covered Aequitas Securities were sold by means of false statements or omissions; (3) whether the Defendants can be held liable for the sale of the Covered Aequitas Securities; (4) whether the applicable statute of limitations bars the Class Representatives' claims; and (5) whether the Action can properly be maintained as a class action.

The Court did not decide in favor of the Class Representatives or Defendants. Instead, the lawyers for all parties to the Action and Defendants' insurers, with the assistance of experienced mediators, have negotiated settlements that they believe are in the best interests of their respective clients. The Settlements allow all parties to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permit Class Members to be compensated without further delay.

Had the case proceeded, the Class faced numerous difficult and complex legal and factual issues that presented significant risks to the case. Had Defendants prevailed on any one of these issues, the Class would have received nothing. Furthermore, some Defendants have limited ability to pay.

In light of the risks of continued litigation, the Class Representatives and Class Counsel believe that the Settlements are fair, adequate, and reasonable, and in the best interest of all Class Members. The Class Representatives and Class Counsel also believe that Settlements provide a substantial benefit, namely the payment of \$234,613,000 before court-awarded attorney's fees and reimbursement of costs, as compared to the risk that the claims would produce a similar, smaller, or no recovery after summary judgment, trial, and any appeals, possibly years in the future.

WHO IS IN THE SETTLEMENTS

To see if you will get money from the Settlements, you first have to determine if you are a Class Member.

5. How Do I Know if I Am Part of the Settlements?

The Class includes all persons who purchased Covered Aequitas Securities on or after June 9, 2010 and had an account balance related to any Covered Aequitas Securities as of March 31, 2016.

You are a Class Member only if you purchased Covered Aequitas Securities on or after June 9, 2010 and had an account balance related to any Covered Aequitas Securities as of March 31, 2016.

6. What Are the Exceptions to Being Included?

You are not a Class Member if you submit a valid and timely request for exclusion from the Class or if you are (a) a defendant in this Action; (b) a past or present officer or director of an Aequitas-affiliated company; (c) a past or present member of the Aequitas Advisory Board; (d) a registered investment advisor or investment advisor representative; (e) an investor who received finder's fees or other consideration from Aequitas in connection with referring investors to Aequitas; or (f) a plaintiff in other litigation that has been filed against any of the Defendants in this Action (as further discussed in footnote 2).

7. I'm Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call the Claims Administrator (Epiq Class Action & Claim Solutions or "Epiq") at 1-855-474-3896, or Class Counsel listed in the answer to Question 26 for more information.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What Do the Settlements Provide?

Defendants have agreed to pay \$234,613,000 in cash pursuant to the Settlements. These payments, less all Taxes, Tax Expenses, costs of administration of the Settlements, and attorneys' fees and litigation expenses awarded to Class Counsel shall constitute the "Net Settlement Fund" available for distribution to Class Members pursuant to the Plan of Allocation discussed below. The Net Settlement Fund is separate from, and in addition to, any distribution you may receive from the Aequitas Receiver.

9. How Will the Settlements Be Allocated (the "Plan of Allocation")?

The Claims Administrator will issue a check to each Class Member based upon losses on Covered Aequitas Securities purchased during the Class Period. The Claims Administrator will determine the amount of each Class Member's loss based upon the amount of Covered Aequitas Securities purchased during the Class Period, minus any principal or interest payments received on those Covered Aequitas Securities. That amount will be the Class Member's "Net Loss." Based upon information available to the Claims Administrator from Aequitas records, you will receive notice of your Net Loss from the Claims Administrator. If you agree with that number, you need not take any further action to receive the payment. If you believe there was an error in calculating your Net Loss, then you may write to the Claims Administrator enclosing copies of documents showing the amount of your purchases of Covered Aequitas Securities during the Class Period, and, if applicable, the amount of each payment you received on those investments, and the Claims Administrator will review your submission and make any necessary adjustment.

The Claims Administrator will pay each Class Member on a proportional basis calculated by determining each Class Member's Net Loss as a percentage of all Class Member Net Losses.⁵

It is not possible to determine how much any individual Class Member may receive from the Net Settlement Fund at this time. The calculation of a Net Loss is not intended to be an estimate of, nor does it indicate, the amount that a Class Member might have been able to recover after a trial. Nor is the calculation of a Net Loss an estimate of the amount that will be paid to a Class Member from the Net Settlement Fund. The Plan of Allocation provides a formula for proportionately allocating the Net Settlement Fund to Class Members. That computation is only a method to weigh Class Members' claims against one another. Each Class Member will receive a pro rata share of the Net Settlement Fund based on his, her, or its Net Loss.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Class Members. No person shall have any claim against the Class Representatives, Class Counsel, Defendants, any claims administrator or other person designated by Class Counsel or Defendants and/or the other released parties and/or their counsel based on distributions made substantially in accordance with the Settlements, the Plan of Allocation, or further orders of the Court. The Plan of Allocation is separate from the Settlements and any decision by the Court regarding the Plan of Allocation will not affect the finality of approval of the Settlements.

HOW YOU GET A PAYMENT

10. How Will I Get a Payment?

If the Court grants final approval of the Settlements, Class Members will receive a check in the mail from the Claims Administrator.

11. When Will I Get My Payment?

The Court will hold the Settlement Hearing on November 26, 2019, to decide whether to approve the Settlements. If the Court approves the Settlements, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps several years. Please be patient.

12. What Am I Giving Up to Get a Payment or Stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against any Defendant about the claims asserted in this Action or that could have been asserted in this Action.⁶ It also means that all of the Court's orders will apply to you and legally bind you and you will release your released claims against the released parties as outlined below.

a. Terms of the Global Settlement Release

The "Global Released Parties" include (1) Deloitte, EisnerAmper, Sidley, Ameritrade and Duff (the "Global Released Defendants"), (2) the Global Released Defendants' predecessors, successors, affiliates, Subsidiaries, divisions, assignors and assignees, (3) individuals and entities (such as officers, directors, and employees) associated with the foregoing as more fully detailed in the Global Settlement; and (4) each of the Global Released Defendants' insurers, reinsurers, excess insurers, underwriters and claims administrators.

The "Global Releasing Class Members" include (1) the Class Representatives, (2) all members of the Class, and (3) each of the foregoing's agents, representatives, attorneys, heirs, administrators, executors, assigns, predecessors and successors in interest, and any other person or entity claiming by, through, on behalf of, or for the benefit of any of them.

⁵ In the event that certain of the Partially Covered Class Members discussed in footnotes 2 and 4 do not opt out, the Claims Administrator will perform a separate allocation calculation for the Global, Tonkon and Integrity Settlements. In that event, the Claims Administrator will calculate each eligible Class Member's Net Loss as a percentage of all eligible Class Member Net Losses separately for the Global, Tonkon and Integrity Settlements. The Claims Administrator will then determine the proportional payment to which each eligible Class Member is entitled from the Global, Tonkon and/or Integrity Settlements, and will pay each Class Member the aggregate payment to which they are entitled.

⁶ As discussed in footnotes 2 and 4, the Partially Covered Class Members (and only the Partially Covered Class Members) may participate in the settlement(s) in which they are eligible to participate without being bound by the releases in the settlement(s) from which they are excluded.

Upon the Effective Date of the Global Settlement, and without any further action, each of the Global Releasing Class Members releases each of the Global Released Parties from all known and unknown claims in any way relating to the Action, including without limitation all claims that are based upon, arise out of, or are related in any way to: (1) the conduct, transactions, or occurrences set forth in any pleading in the Action; (2) the Action; (3) the purchase, issuance, sale, or solicitation of the sale of any securities or financial instruments issued by any Aequitas Entity (as defined in the Global Settlement); (4) the Defendants' provision of any accounting, legal, or other services to any Aequitas Entity or to or for the benefit of any purchaser or holder of any securities or financial instruments issued by any Aequitas Entity; and (5) the conduct of the settlement negotiations and the negotiation of the Global Settlement (except for representations or obligations expressly included therein).

b. Terms of the Integrity Settlement Release

The "Integrity Released Parties" include Integrity, its directors, officers, employees and shareholders, and Integrity's insurers.

Upon the Effective Date of the Integrity Settlement, and without any further action, the Class Representatives and each member of the Class releases the Integrity Released Parties, and Integrity releases the Class Representatives and each member of the Class, from:

- a) All claims which any member of the Class and the Integrity Released Parties had, has, or may in the future have against one another, regardless of whether any such claim is direct or indirect, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, now existing or hereafter arising, provided that any such claim:
 - (i) arises out of the conduct, transactions, or occurrences set forth or attempted to be set forth in the pleadings, including future pleadings, in the Action, including such claims that have been asserted or could have been asserted, as well as claims that might be able to be asserted in the future; or
 - (ii) relates in any other way to the purchase, issuance, sale, or solicitation of the sale of any Aequitas Securities (as defined in the Integrity Settlement);
- b) Contribution Claims, whether now existing or hereafter arising, even if arising after the effective date of the Integrity Settlement, and even if arising after final court approval(s) thereof;
and:
- c) With respect to any claims under a) or b), any claim regardless of the form of relief sought, including, but not limited to, claims for damages, attorneys' fees, costs, interest, and any other sums of money whatsoever, restitution, accounting, and also for any other form of legal or equitable relief.

c. Terms of the Tonkon Settlement Release

The "Tonkon Released Parties" include Tonkon, all of its current attorneys (whether employees or partners); all attorneys who were either employed by, or partners in, Tonkon from January 1, 2006 to the present but who are no longer employed by Tonkon or partners in Tonkon; any of the foregoing attorneys who may have acted through professional corporations and those professional corporations; any contract attorneys who contracted with Tonkon during the period from January 1, 2006 to the present; all of Tonkon's employees; the agents or heirs of any of the foregoing individuals; Tonkon's successors and assigns; and Tonkon's insurers.

Upon the Effective Date of the Tonkon Settlement, and without any further action, the Class Representatives and each member of the Class releases the Tonkon Released Parties, and Tonkon releases the Class Representatives and each member of the Class, from:

- a) All claims which any member of the Class and the Tonkon Released Parties had, has, or may in the future have against one another, regardless of whether any such claim is direct or indirect, known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, now existing or hereafter arising, provided that any such claim:
 - (i) arises out of the conduct, transactions, or occurrences set forth or attempted to be set forth in the pleadings, including future pleadings, in the Action, including such claims that have been asserted or could have been asserted, as well as claims that might be able to be asserted in the future; or
 - (ii) relates in any other way to the purchase, issuance, sale, or solicitation of the sale of any Aequitas Securities (as defined in the Tonkon Settlement); or

- (iii) relates to or arises out of any legal services Tonkon performed for any entity within the Receivership Entity (as defined in the Tonkon Settlement);
- b) Contribution Claims, whether now existing or hereafter arising, even if arising after the effective date of the Tonkon Settlement, and even if arising after final court approval(s) thereof;
and:
- c) With respect to any claims under a) or b), any claim regardless of the form of relief sought, including, but not limited to, claims for damages, attorneys' fees, costs, interest, and any other sums of money whatsoever, restitution, accounting, and also for any other form of legal or equitable relief.

EXCLUDING YOURSELF FROM THE SETTLEMENTS

If you do not want a payment from the Settlements, but you want to keep any right you may have to sue or continue to sue Defendants and the released parties on your own for any released claims, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

13. How Do I Get Out of the Class?

To exclude yourself from the Class, you must send a letter by U.S. Mail stating that you want to be excluded from *Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.*, No. 3:16-cv-00580-AC. You must include your name, address, and telephone number. You must sign and mail your exclusion request so that it is received no later than October 29, 2019 to:

Aequitas Settlements
c/o Epiq
P.O. Box 10450
Dublin, OH 43017-4050
www.AequitasSettlements.com

You cannot exclude yourself on the phone or by e-mail. Your request must be in writing and signed by you. If you ask to be excluded, you are not eligible to get any Settlement payment, and you cannot object to the Settlements. By excluding yourself from the Class, you are also excluding yourself from any participation in the Action. You will not be legally bound by anything that happens in Action, and will not receive any benefit from the Action. Requests for exclusion may only be signed and submitted by the beneficial owner of the Covered Aequitas Securities, or their authorized agent.

14. If I Do Not Exclude Myself, Can I Sue Defendants for the Same Claim Later?

No. Unless you exclude yourself, you give up any right to sue Defendants and the released parties for the released claims.⁷ If you have a pending lawsuit against Defendants or the released parties, speak to your lawyer in that case immediately. Remember, the exclusion deadline is October 29, 2019.

15. If I Exclude Myself, Can I Get Money from the Settlements?

No. If you exclude yourself, you will not be entitled to any recovery under the Settlements described here. But, you may sue, continue to sue, or be part of a different lawsuit against Defendant or the released parties asserting a released claim.

THE LAWYERS REPRESENTING YOU

16. Do I Have a Lawyer in This Case?

The Court appointed the law firms of Hagens Berman Sobol Shapiro LLP and Stoll Stoll Berne Lokting & Shlachter P.C. as Class Counsel to represent you and other Class Members. Attorney Robert S. Banks is working with Class Counsel to represent the Class. These lawyers will apply to the Court for payment from the Settlement Funds; you will not otherwise be charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

⁷ As discussed in footnotes 2 and 4, the Partially Covered Class Members (and only the Partially Covered Class Members) may participate in the settlement(s) in which they are eligible to participate without being bound by the releases in the settlement(s) from which they are excluded.

17. How Will the Lawyers Be Paid?

At the Settlement Hearing, Class Counsel will request the Court to award attorneys' fees up to 25% of the Global Settlement Fund, up to 20% of the Tonkon Settlement Fund and up to 20% of the Integrity Settlement Fund and for reimbursement of charges and expenses that were incurred in connection with the Action. If approved, this compensation will be paid from the Settlement Funds. Class Members are not personally liable for any such fees or expenses. To date, Class Counsel have not received any payment for their services in conducting this Action on behalf of the Class Representatives and the Class, nor have counsel been paid for their charges or expenses. The fee requested will compensate Class Counsel for their work in achieving the Settlement Funds and will be within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than these amounts.

18. Can I Make an Appearance in this Action?

Yes. Any Class Member may make an appearance in this Action through their own counsel, at their own expense.

OBJECTING TO THE SETTLEMENTS

You can tell the Court that you do not agree with the Settlements, the Plan of Allocation, or Class Counsel's request for an award of attorneys' fees, charges, and expenses.

19. How Do I Tell the Court that I Do Not Agree with the Settlements, the Plan of Allocation, or Class Counsel's Request for an Award of Attorneys' Fees and Expenses?

If you are a Class Member (and have not excluded yourself from the Class), you can object to the Settlements, the Plan of Allocation, or Class Counsel's request for an award of attorneys' fees, charges, and expenses in representing the Class. Any objection must be in writing and must include all grounds for the objection. The Court will consider your views. To object, you must send a letter saying that you object to the Settlements in *Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.*, No. 3:16-cv-00580-AC; whether your objection(s) applies only to you, to a specific subset of the class, or to the entire class; and the reasons for your objection(s). Be sure to include your name, address, telephone number, and your signature. Any objection must be mailed or delivered such that it is received by each of the following no later than October 29, 2019:

Court:	Class Counsel:	
Clerk of the Court UNITED STATES DISTRICT COURT DISTRICT OF OREGON Mark O. Hatfield United States Courthouse 1000 SW Third Avenue Portland, OR 97204	Steve W. Berman Karl P. Barth Hagens Berman Sobol Shapiro LLP 1301 Second Avenue, Suite 2000 Seattle, WA 98101	Keith A. Ketterling Timothy S. DeJong Jennifer S. Wagner Lydia Anderson-Dana Stoll Stoll Berne Lokting & Shlachter P.C. 209 SW Oak Street, Suite 500 Portland, OR 97204

20. What Is the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlements. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

THE COURT'S SETTLEMENT HEARING

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

21. When and Where Will the Court Decide Whether to Approve the Settlements?

The Court will hold the Settlement Hearing at 9:00 a.m., on November 26, 2019, in Courtroom 11B of the United States District Court for the District of Oregon, Mark O. Hatfield United States Courthouse, 1000 SW Third Ave., Portland, OR 97204. At this hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Judge will listen to people who have asked to speak at the hearing. The Court will also consider whether to approve Class Counsel's request for an award of attorneys' fees, charges, and expenses, and the Plan of Allocation. The Court may decide these issues at the hearing or take them under consideration.

We do not know how long these decisions will take. The Court may adjourn or continue the Settlement Hearing without further notice to the Class.

22. Do I Have to Come to the Hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

23. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your intention to appear in *Ciuffitelli, et al. v. Deloitte & Touche LLP, et al.*, No. 3:16-cv-00580-AC. Be sure to include your name, address, telephone number, and signature. Your notice of intention to appear must be received no later than October 29, 2019, by the Clerk of the Court and Class Counsel. You cannot speak at the hearing if you exclude yourself from the Class because the Settlements no longer affect you. You also cannot speak at the hearing if you have not provided written notice of your intention to speak at the Settlement Hearing, unless the Court orders otherwise.

IF YOU DO NOTHING

24. What Happens If I Do Nothing at All?

You do not have to do anything to participate in the Settlements. If the Court grants final approval of the Settlements, you will be bound by the Settlements (including the releases provided in the Settlements) and will receive a payment based on the Plan of Allocation discussed above.

GETTING MORE INFORMATION

25. Are There More Details About the Settlements?

This Notice summarizes the proposed Settlements, but does not contain all of the details included in the Settlements. You can get a copy of the Settlement Agreements at www.AequitasSettlements.com or by contacting the Claims Administrator or Class Counsel at the contact information provided below. You can also get a copy of the Settlement Agreements from the Clerk's office at the United States District Court for the District of Oregon, 1000 SW Third Ave., Portland, OR 97204 during regular business hours.

26. How Do I Get More Information?

You can call the Claims Administrator toll-free at (855) 474-3896, or visit the Claims Administrator's website at www.AequitasSettlements.com. You can also contact Class Counsel:

Steve W. Berman
Hagens Berman Sobol Shapiro LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101 (206) 623-7292
AequitasSettlements@hbsslw.com

Timothy S. DeJong
Stoll Stoll Berne Lokting & Shlachter P.C.
209 SW Oak Street, Suite 500
Portland, OR 97204 (503) 227-1600
AequitasSettlements@stollberne.com

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

DATED: August 7, 2019

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
DISTRICT OF OREGON