

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

IN RE INTUITIVE SURGICAL  
SECURITIES LITIGATION

Case No. 5:13-cv-01920-EJD (HRL)

NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT AND MOTION FOR  
ATTORNEYS' FEES AND EXPENSES

**If you purchased or acquired the publicly traded common stock of Intuitive Surgical, Inc. during the period from February 6, 2012 through July 18, 2013, inclusive (the "Class Period"), you may be entitled to receive money from a class action settlement.**

***A Federal Court authorized this notice. This is not a solicitation from a lawyer.***

This Settlement Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Class. ***This notice is different from the Notice of Pendency of Class Action ("Class Notice"), which you might have received in the Spring of 2018 alerting you to the fact that the Class had been certified.***

- The Settlement, if approved by the Court, will provide **\$42,500,000** (on average approximately \$1.78 per allegedly damaged share before the deduction of Court-approved fees and expenses) in cash for the benefit of the Class (described below).<sup>1</sup>
- The Settlement resolves claims by the Employees' Retirement System of the State of Hawaii ("Hawaii ERS") and Greater Pennsylvania Carpenters' Pension Fund ("Greater Pennsylvania") (collectively, "Class Representatives" or "Plaintiffs"), in a class action against Intuitive Surgical, Inc. ("Intuitive" or the "Company"), and Gary S. Guthart, Marshall L. Mohr, and Lonnie M. Smith (collectively, the "Individual Defendants," and, together with Intuitive, the "Defendants").
- Class Representatives claim that Defendants made materially false and misleading statements and omissions concerning the safety and efficacy of the da Vinci Surgical System and the Company's growth, revenues, income and products liability. The complaint in the Action further alleged that the price of Intuitive publicly traded common stock was artificially inflated as a result of the allegedly false and misleading statements, and declined when the truth was allegedly revealed. Defendants deny all of the Class Representatives' allegations and further deny that they did anything wrong. Defendants also deny that the Class Representatives or the Class suffered damages or that the price of Intuitive common stock was artificially inflated by reasons of alleged misrepresentations, nondisclosures or otherwise. The Court did not decide in favor of either the Class or Defendants.
- Class Counsel, on behalf of Plaintiffs' counsel, will ask the Court for no more than \$8,075,000 in attorneys' fees (19% of the Settlement Fund) and up to \$2,500,000 in litigation expenses, which will include a reimbursement request for the Class Representatives pursuant to the Private Securities Litigation Reform Act of 1995 (the "PSLRA"). If approved by the Court, these amounts (totaling on average approximately \$0.44 per allegedly damaged share) will be deducted from the \$42,500,000 Settlement.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **If you are a Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Settlement Notice carefully.**

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<sup>1</sup> All capitalized terms not defined in this Settlement Notice have the meanings provided in the Stipulation and Agreement of Settlement, dated as of September 11, 2018 (the "Stipulation"), which can be viewed at [www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A PROOF OF CLAIM FORM BY DECEMBER 6, 2018</b>	The <u>only</u> way to get a payment. (See Question 8 below.)
<b>OPT-BACK INTO THE CLASS BY SUBMITTING A REQUEST BY NOVEMBER 29, 2018</b>	If you previously submitted a request for exclusion from the Class in connection with the previously mailed Class Notice and now want to be part of the Class in order to receive a payment, you must follow the steps for "Opting-Back Into the Class." (See Question 12 below.)
<b>EXCLUDE YOURSELF BY NOVEMBER 29, 2018</b>	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you ever to bring or be part of any other lawsuit against the Defendants and the other Released Defendant Parties concerning the Released Claims. (See Question 10 below.)
<b>OBJECT BY NOVEMBER 29, 2018</b>	Write to the Court about why you do not like the Settlement, the Fee and Expense Application, or the proposed Plan of Allocation. (See Question 15 below.)
<b>GO TO A HEARING ON DECEMBER 20, 2018</b>	Ask to speak in Court about the Settlement. (See Question 18 below.)
<b>DO NOTHING</b>	Get no payment AND give up your rights to bring your own individual action.

### **Identification of Attorneys' Representatives**

Class Representatives and the Class are being represented by Labaton Sucharow LLP, Court-appointed Class Counsel. Any questions regarding the Settlement should be directed to Jonathan Gardner, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, [www.labaton.com](http://www.labaton.com), [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com). **Please do not contact the Court regarding this notice.**

### **BASIC INFORMATION**

#### **1. Why did I get this Settlement Notice?**

The Court authorized that this Settlement Notice be sent to you because you or someone in your family may have purchased or acquired the publicly traded common stock of Intuitive from February 6, 2012 through July 18, 2013, inclusive.

If this description applies to you or someone in your family, you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This Settlement Notice explains the lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Action is the United States District Court for the Northern District of California (the "Court"), and the case is known as *In re Intuitive Surgical Securities Litigation*, Civil Action No. 5:13-cv-01920-EJD (N.D. Cal.) (the "Action"). The Action is assigned to the Honorable Edward J. Davila, United States District Judge.

The Court did not decide in favor of either Class Representatives or Defendants. Instead, they have agreed to a settlement. For Class Representatives, the principal reason for the Settlement is the certain benefit of a substantial cash recovery for the Class, in contrast to the risk that the Court may grant, in whole or in part, some or all of Defendants' pending motion for summary judgment, the uncertainty of being able to prove the allegations at a jury trial, and the difficulties and delays inherent in such litigation (including any appeals).

For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Class Members were damaged, the principal reason for entering into the Settlement is to bring to an end the substantial burden, expense, uncertainty, and risk of further litigation.

## 2. What is this lawsuit about? What has happened so far?

Class Representatives allege that Intuitive and certain of its executives violated Sections 10(b) and 20(a) of the Securities and Exchange Act of 1934 (the “Exchange Act”) by making materially false and misleading statements regarding the safety and efficacy of the da Vinci Surgical System and Intuitive’s compliance with FDA regulations. Class Representatives also allege that Defendants violated Section 20(A) of the Exchange Act by profiting from the sale of Intuitive stock while in possession of material nonpublic information. Among other things, Class Representatives allege that Defendants failed to disclose information about the safety and efficacy of the da Vinci Surgical System. Class Representatives further allege that when news of the safety and regulatory issues was released to the public, the price of Intuitive common stock declined and Class Members suffered damages as a result.

Defendants deny all of Class Representatives allegations and further deny that they did anything wrong. Defendants also deny that Class Representatives or the Class suffered damages or that the price of Intuitive common stock was artificially inflated by reasons of alleged misrepresentations, nondisclosures or otherwise.

The Action was commenced on April 26, 2013. On November 18, 2013, the Court issued an Order appointing Hawaii ERS as lead plaintiff pursuant to the PSLRA. In the same Order, the Court approved lead plaintiff’s selection of Labaton Sucharow LLP as lead counsel.

On October 15, 2013, Hawaii ERS and named-plaintiff Greater Pennsylvania filed the Amended Class Action Complaint (the “Complaint”). On December 16, 2013, Defendants filed their motion to dismiss the Complaint, which triggered a stay of discovery under the PSLRA. On January 30, 2014, Plaintiffs filed their memorandum of law in opposition to the motion to dismiss and, on February 28, 2014, Defendants filed their reply papers. On August 21, 2014, the Court entered an Order that granted in part, and denied in part, Defendants’ motion to dismiss. On October 14, 2014, Defendants filed a motion for leave to file a motion for reconsideration. On October 22, 2014, the Court granted the motion and on November 5, 2014, Defendants filed their motion for reconsideration. Plaintiffs opposed the motion on November 19, 2014, and Defendants filed a reply on November 26, 2014. The Court denied the motion for reconsideration on December 15, 2014, and lifted the PSLRA discovery stay.

On September 1, 2015, Plaintiffs filed a motion for class certification. On December 23, 2016, following briefing on the motion and oral argument, the Court entered an Order granting the class certification motion, certifying the Class as defined below, appointing Plaintiffs as “Class Representatives,” and appointing lead counsel as “Class Counsel.” On January 5, 2017, Defendants filed, in the United States Court of Appeals for the Ninth Circuit, a Petition Pursuant to F.R.C.P. 23(f) for Permission to Appeal the District Court’s Order Granting Class Certification. On October 30, 2017, the Ninth Circuit denied the petition. Defendants’ motion for reconsideration was denied by Order dated November 22, 2017.

On January 26, 2017, Class Representatives filed a Second Amended Class Action Complaint (“Second Amended Complaint”) to conform the pleadings to the evidence. On February 9, 2017, Defendants moved to dismiss the Second Amended Complaint and discovery was stayed pursuant to the PSLRA. Class Representatives opposed Defendants’ motion on February 23, 2017, and Defendants filed reply papers on March 2, 2017. The Court denied the motion to dismiss the Second Amended Complaint on September 29, 2017, and discovery resumed.

By Order entered March 12, 2018, the Court granted Class Representatives’ motion, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for approval of the proposed form and content of notices of pendency to be disseminated to the Class. Beginning on April 9, 2018, the Class Notice was mailed to potential Class Members, and on April 23, 2018, the Summary Notice of Pendency of Class Action was published in *Investor’s Business Daily* and transmitted over *PR Newswire*. The Class Notice informed investors of the class action, their right to be excluded from the Class, the requirements for requesting exclusion, and of a June 8, 2018 deadline for seeking exclusion.

On February 9, 2018, Defendants moved for summary judgment. Class Representatives filed their opposition papers on March 23, 2018, and, on April 23, 2018, Defendants filed their reply papers. The motion was pending when the Parties agreed to a settlement in principle. Trial of the Action was scheduled by the Court to begin on October 30, 2018.

Class Representatives, through Class Counsel, have conducted a thorough investigation of the claims, defenses, and underlying events and transactions that are the subjects of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission; (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning the Company and the Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company; (v) approximately 525,651 pages of documents produced by Defendants during discovery and approximately 28,726 pages of documents produced by third-parties; and (vi) the applicable law governing the claims and potential defenses.

Counsel for Class Representatives and Defendants have also completed voluminous class, fact, and expert discovery that included: taking or defending approximately 24 depositions, including the depositions of Class Representatives, the Individual Defendants, and 6 experts; and exchanging 13 expert reports directed at Intuitive’s compliance with FDA regulations, Defendants’ insider trading, loss causation, and damages.

On June 6, 2018, following extensive arm’s-length negotiations, the Parties reached an agreement in principle to settle the Action for \$42,500,000, subject to the execution of formal settlement documents.

**3. Why is this a class action?**

In a class action, one or more persons or entities (in this case, Class Representatives), sue on behalf of people and entities that have similar claims. Together, these people and entities are a class, and each is a class member. Bringing a case, such as this one, as a class action allows the Court to resolve many similar claims of persons and entities that might be economically too small to bring as individual actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt-out,” from the class.

**WHO IS IN THE SETTLEMENT**

**4. How do I know if I am part of the Class?**

The Court has certified the following Class, subject to certain exceptions identified below:

All persons or entities who purchased or acquired the publicly traded common stock of Intuitive Surgical, Inc. during the period from February 6, 2012 through July 18, 2013, inclusive, and who were damaged thereby.

Check your investment records or contact your broker to see if you purchased or acquired the publicly traded common stock of Intuitive during the period from February 6, 2012 through July 18, 2013, inclusive.

**5. Are there exceptions to being included?**

Yes. Some people are excluded from the Class by definition. Excluded from the Class are: (i) all Defendants; (ii) members of the immediate families of Individual Defendants Guthart, Mohr, and Smith; (iii) any subsidiaries and affiliates of Defendants; (iv) any person who is or was an officer or director of Intuitive or any of Intuitive’s subsidiaries or affiliates; (v) Defendants’ directors’ and officers’ liability insurance carriers, and any affiliates or subsidiaries thereof; (vi) Intuitive’s employee retirement and benefit plan(s); and (vii) the legal representatives, heirs, successors, and assigns of any such excluded person or entity.

Also excluded from the Class are Class Members who submitted timely and valid requests for exclusion in connection with the previously mailed Class Notice and Class Members who submit timely and valid requests for exclusion from the Class in accordance with the procedures set forth in Question 10 below.

**6. What if I am still not sure if I am included?**

If you are still not sure whether you are included in the Class, you can ask for free help. You can call the Claims Administrator toll-free at (844) 850-7746, send an e-mail to the Claims Administrator at [info@intuitivesurgicalsecuritieslitigation.com](mailto:info@intuitivesurgicalsecuritieslitigation.com), or write to the Claims Administrator, *In re Intuitive Surgical Securities Litigation*, c/o GCG, P.O. Box 10359, Dublin, OH 43017-0359. Or you can fill out and return the Claim Form described in Question 8 to see if you qualify.

**THE SETTLEMENT BENEFITS — WHAT YOU GET**

**7. How much will my payment be?**

In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties, Defendants have agreed to fund a \$42,500,000 settlement fund, which will earn interest and will be distributed, after the deduction of Court-approved fees and expenses, among all Class Members who submit valid Claim Forms that are found to be entitled to a distribution from the Net Settlement Fund (“Authorized Claimants”).

If you are an Authorized Claimant entitled to a payment, your share of the Net Settlement Fund will depend on several things, including: how many Class Members timely send in valid Claim Forms; the total amount of recognized losses of other Class Members; how many shares of Intuitive common stock you purchased; the prices and dates of those purchases; and the prices and dates of any sales.

You can calculate your recognized loss in accordance with the formulas shown below in the Plan of Allocation. It is unlikely that you will receive a payment for all of your recognized loss. See the Plan of Allocation of Net Settlement Fund on pages 9-12 for more information on your recognized loss.

**HOW YOU RECEIVE A PAYMENT:  
SUBMITTING A PROOF OF CLAIM FORM**

**8. How can I receive a payment?**

To qualify for a payment, you must submit a timely and valid Claim Form. A Claim Form is included with this Settlement Notice. If you did not receive a Claim Form, you can obtain one on the internet at the website:

www.intuitivesurgicalsecuritieslitigation.com. You can also ask for a Claim Form by calling the Claims Administrator toll-free at (844) 850-7746.

Please read the instructions carefully, fill out the Claim Form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or electronically submitted no later than December 6, 2018.**

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

Unless you exclude yourself, or previously excluded yourself, you are staying in the Class, and that means that upon the “Effective Date,” you will release all “Released Claims,” including “Unknown Claims,” as defined below, against the “Released Defendant Parties.”

“**Released Claims**” means all actions, suits, claims, demands, rights, liabilities, damages, costs, restitution, rescission, interest, attorneys’ fees, expert or consulting fees, expenses, matters and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, whether concealed or hidden, and causes of action of every nature and description, including both known claims and Unknown Claims, whether based on federal, state, local, foreign, statutory or common law or any other law, rule or regulation, including claims under the Securities Act of 1933 or the Securities Exchange Act of 1934 or the securities laws of any state or territory, that have been or that might have been asserted by any Releasing Plaintiff Party against any of the Released Defendant Parties, arising out of, relating to, based upon, or in connection with: (a) any purchase, acquisition, sale, or holding of Intuitive publicly traded common stock during the Class Period and (b) any facts, claims, matters, allegations, activities, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged, set forth, referred to, or that could have been alleged in the Action, in the Second Amended Complaint, or in any complaint, against the Released Defendant Parties. Released Claims does not include claims relating to the enforcement of the Settlement.

“**Released Defendant Party**” or “**Released Defendant Parties**” means Defendants, and each of their respective past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, general or limited partners, partnerships, limited liability companies, predecessors, successors, assigns, heirs, trustees, administrators, and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors, immediate family members, purchasers, and assigns of each of the foregoing), in their capacities as such.

“**Unknown Claims**” means any and all Released Claims that Class Representatives or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each other Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Class Representatives, other Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Class Representatives and Defendants shall expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Claims and Released Defendants’ Claims as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a material element of the Settlement.

Please consult the Stipulation, filed with the Court and posted at [www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com), for additional defined terms.

The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal. If you remain a member of the Class, all of the Court's orders will apply to you and legally bind you.

### EXCLUDING YOURSELF FROM THE CLASS

***If you already submitted a valid and timely request for exclusion in connection with the Class Notice, you do not need to do so again.***<sup>2</sup>

If you **did not** previously submit a request for exclusion and **do not** want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Class. This is called excluding yourself or "opting out." **Please note: if you decide to exclude yourself because you want to bring your own lawsuit to pursue claims alleged in the Action, you should consult with an attorney to discuss whether your individual claim would be time-barred by the applicable statutes of limitations or repose.** Also, Defendants may terminate the Settlement if Class Members who purchased in excess of a certain amount of shares of Intuitive common stock seek exclusion from the Class.

#### 10. How do I exclude myself from the Class?

To exclude yourself from the Class, you must mail a signed letter stating that you request to be "excluded from the Class in *In re Intuitive Surgical Securities Litigation*, No. 13-cv-01920 (N.D. Cal.)." You cannot exclude yourself by telephone or e-mail. Your letter must state the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of Intuitive common stock during the period from February 6, 2012 through July 18, 2013. Your letter must include your name, mailing address, telephone number, e-mail address, and signature. You must submit your exclusion request so that it is **received no later than November 29, 2018** to:

*In re Intuitive Surgical Securities Litigation*  
c/o GCG  
P.O. Box 10359  
Dublin, OH 43017-0359

Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, you will not receive any payment from the Net Settlement Fund, and you cannot object to the Settlement.

#### 11. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?

No. Unless you properly exclude yourself, you remain in the Class and you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit, **speak to your lawyer in that case immediately.** You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is **November 29, 2018**.

### OPTING-BACK INTO THE CLASS

#### 12. What if I previously requested exclusion in connection with the Class Notice and now want to be eligible to receive a payment from the Settlement? How do I opt-back into the Class?

If you previously submitted a request for exclusion from the Class in connection with the Class Notice, you may opt-back into the Class and be eligible to receive a payment from the Settlement. If you are not certain whether you previously submitted a request for exclusion, please contact the Claims Administrator at (844) 850-7746 for assistance.

In order to opt-back into the Class, you, individually or through counsel, must submit a written "Request to Opt-Back into the Class" to the Claims Administrator, addressed as follows: *In re Intuitive Surgical Securities Litigation*, c/o GCG, P.O. Box 10359, Dublin, OH 43017-0359. This request must be **received no later than November 29, 2018**. Your Request to Opt-Back into the Class must (i) state the name, address, and telephone number of the person or entity requesting to opt-back into the Class; (ii) state that such person or entity "requests to opt-back into the Class in *In re Intuitive Surgical Securities Litigation*, No. 13-cv-01920 (N.D. Cal.);" and (iii) be signed by the person or entity requesting to opt-back into the Class or an authorized representative.

<sup>2</sup> If you are not sure whether you did, please call the Claims Administrator at (844) 850-7746.

**Please note:** Opting-back into the Class **does not mean** that you will automatically be entitled to receive proceeds from the Settlement. If you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are also required to submit the Claim Form that is being distributed with this Settlement Notice. See Question 8, above.

### THE LAWYERS REPRESENTING YOU

**13. Do I have a lawyer in this case?**

The Court ordered the law firm of Labaton Sucharow LLP to represent all Class Members. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Class Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**14. How will the lawyers be paid?**

Class Counsel has been prosecuting the Action on a contingent basis and has not been paid for any of its work. Class Counsel, on behalf of itself and other Plaintiffs' counsel, will seek an attorneys' fee award of no more than 19% of the Settlement Fund, which will include accrued interest. Class Counsel was assisted in this case by Local Counsel, Kerr & Wagstaffe LLP; and attorney Anthony Takitani and The Thornton Law Firm, which provided additional legal assistance to Hawaii ERS (collectively "Plaintiffs' Counsel"). Any attorneys' fees awarded by the Court to Class Counsel will be allocated by Class Counsel to other Plaintiffs' Counsel. Class Counsel will also seek payment of litigation expenses incurred by Plaintiffs' Counsel in the prosecution of this Action of no more than \$2,500,000, plus accrued interest, which will include an application in accordance with the PSLRA for the reasonable costs and expenses (including lost wages) of the Class Representatives directly related to their representation of the Class. Any attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

### OBJECTING TO THE SETTLEMENT

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

**15. How do I tell the Court that I do not like something about the proposed Settlement?**

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You may write to the Court about your objection. You can ask the Court not to approve the Settlement, however you cannot ask the Court to order a larger settlement; the Court can only approve or deny this Settlement. If the Court denies approval, the Settlement payments will not be sent out and the Parties will return to the posture they were in before the Settlement was agreed to. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed Settlement in *In re Intuitive Surgical Securities Litigation*, No. 13-cv-01920 (N.D. Cal.). You must (i) include your name, address, telephone number, e-mail address, and signature; (ii) identify the date(s), price(s), and number(s) of shares of Intuitive common stock purchased, acquired, and sold; (iii) state the reasons why you object to the Settlement and which part(s) of the Settlement you object to; and (iv) include any legal support and/or evidence, to support your objection. Unless otherwise ordered by the Court, any Class Member who does not object in the manner described in this Settlement Notice will be deemed to have waived any objection and shall be forever foreclosed from making any future objection. Your objection must be submitted to the Court either by mailing the objection to the Clerk of the Court at the address below or by filing the objection in person at the location below, and mailed to Class Counsel and Defendants' Counsel, so that it is **received on or before November 29, 2018**:

**The Court**

**Class Counsel**

**Defendants' Counsel Representative**

Clerk of the Court  
United States District Court for the Northern  
District of California  
Robert F. Peckham Federal Building & United  
States Courthouse  
280 South 1st Street, Room 2112  
San Jose, CA 95113

LABATON SUCHAROW LLP  
Jonathan Gardner, Esq.  
140 Broadway  
New York, NY 10005

GIBSON DUNN & CRUTCHER LLP  
Michael D. Celio, Esq.  
1881 Page Mill Road  
Palo Alto, CA 94304

You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Class Member who has complied with the procedures set out in this Question 15 and below in Question 18 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court, either in person or through an attorney, arranged at his, her, or its own expense.

**16. What is the difference between objecting and excluding?**

Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Fee and Expense Application. You can still recover from the Settlement, and you will still be bound by the Settlement and any Court order in this Action. **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 Settlement no longer affects you.

**THE SETTLEMENT HEARING**

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

The Court will hold the Settlement Hearing on **December 20, 2018 at 10:00 a.m.**, in Courtroom 4, 5th Floor of the Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, CA 95113.

At this hearing, the Court will consider (i) whether the Settlement is fair, reasonable, and adequate, and should be finally approved; (ii) whether the proposed Plan of Allocation is fair, reasonable, and adequate; and (iii) the application of Class Counsel for an award of attorneys' fees and payment of litigation expenses. The Court will take into consideration any written objections filed in accordance with the instructions in Question 15. We do not know how long it will take the Court to make these decisions.

You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Class Counsel beforehand to be sure that the date and/or time has not changed, periodically check the Court's website at [www.cand.uscourts.gov](http://www.cand.uscourts.gov), or periodically check the case-specific website at [www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com) to see if the Settlement Hearing stays as calendared or is changed.

**18. May I speak at the Settlement Hearing?**

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must submit a statement that it is your intention to appear in "*In re Intuitive Surgical Securities Litigation*, No. 13-cv-01920 (N.D. Cal.)." Persons who intend to object to the Settlement, the Plan of Allocation, or Class Counsel's Fee and Expense Application, and desire to present evidence at the Settlement Hearing, must also include in their objections (prepared and submitted in accordance with the answer to Question 15 above) the identity of any witness they may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you excluded yourself from the Class or if you have not provided written notice of your objection and/or intention to speak at the Settlement Hearing in accordance with the procedures described in Questions 10, 15, and 18.

**IF YOU DO NOTHING**

**19. What happens if I do nothing at all?**

If you do nothing and you are a member of the Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Claim Form (see Question 8). To start, continue, or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims in this case, you must exclude yourself from the Class (see Question 10).

**GETTING MORE INFORMATION**

**20. Are there more details about the proposed Settlement?**

This Settlement Notice summarizes the proposed Settlement. More details are in the Stipulation. Class Counsel's motions in support of final approval of the Settlement, the request for attorneys' fees and litigation expenses, and approval of the proposed Plan of Allocation will be filed with the Court no later than November 15, 2018 and available from Class Counsel, the Claims Administrator, or the Court, pursuant to the instructions below.

You may review the Stipulation or documents filed in the case at the Office of the Clerk of the United States District Court for the Northern District of California, Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113, on weekdays (other than court holidays) between 9:00 a.m. and 4:00



p.m. Subscribers to PACER, a fee-based service, can also view the papers filed publicly in the Action through the Court's on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

You can also get a copy of the Stipulation and other case documents by calling the Claims Administrator toll free at (844) 850-7746; writing to the Claims Administrator at *In re Intuitive Surgical Securities Litigation*, c/o GCG, P.O. Box 10359, Dublin, OH 43017-0359; or visiting the websites: [www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com) or [www.labaton.com](http://www.labaton.com) where you will find answers to common questions about the Settlement, can download copies of the Stipulation or Claim Form, and locate other information.

**Please do not Call the Court with Questions about the Settlement.**

## **PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND**

### **A. Preliminary Matters**

The Settlement Amount and the interest it earns is the "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the "Net Settlement Fund." The Net Settlement Fund will be distributed to members of the Class who timely submit valid Claim Forms that show a Recognized Claim according to the Plan of Allocation (the "Plan of Allocation" or "Plan") approved by the Court. The Plan of Allocation set forth below is the Plan that is being proposed by Class Representatives and Class Counsel to the Court for approval. The Court may approve this Plan of Allocation or modify it without additional notice to the Class. Any order modifying the Plan will be posted on the case website at: [www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com) and at [www.labaton.com](http://www.labaton.com).

The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses as a result of the alleged violations of the federal securities laws during the Class Period (February 6, 2012 through July 18, 2013) that the Court found viable. To design this Plan, Class Counsel has conferred with their damages expert. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Class Counsel and Class Representatives believe were recoverable in the Action. The Plan of Allocation, however, is not a formal damages analysis and the calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. An individual Class Member's recovery will depend on, for example (i) the total number and value of claims submitted; (ii) when the Class Member purchased or acquired Intuitive publicly traded common stock; and (iii) whether and when the Class Member sold his, her, or its shares of Intuitive common stock.

This Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of Intuitive common stock. In this case, Class Representatives allege that Defendants issued false statements and omitted material facts from February 6, 2012 through July 18, 2013, inclusive (the Class Period), which artificially inflated the price of Intuitive common stock. It is alleged that the corrective information released to the market on February 28, 2013 (toward the close of market hours), March 5, 2013 (prior to market open), and July 18, 2013 (after market close) impacted the market price of Intuitive common stock in a statistically significant manner and removed the alleged artificial inflation from the prices of the common stock on February 28-March 1, 2013, March 5, 2013, and July 19, 2013. Accordingly, in order to have a compensable loss, Intuitive common stock must have been purchased or otherwise acquired during the Class Period and held through at least one of the alleged corrective disclosures listed above.

Because the Net Settlement Fund is less than the total losses alleged to be suffered by Class Members, the formulas described below for calculating Recognized Losses are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants on a *pro rata* basis. An Authorized Claimant's "Recognized Claim" shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of the Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Class Representatives, Class Counsel, and anyone acting on their behalf likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

### **B. Calculation of Recognized Loss Amounts**

For purposes of determining whether a claimant has a "Recognized Claim," purchases, acquisitions, and sales of Intuitive common stock will first be matched on a First In/First Out ("FIFO") basis as set forth below.

The Claims Administrator will calculate a "Recognized Loss Amount" as set forth below for each purchase or acquisition of Intuitive publicly traded common stock during the Class Period from February 6, 2012 through July 18, 2013, inclusive, that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero.

For each share of Intuitive common stock purchased or otherwise acquired during the Class Period and sold before the close of trading on July 18, 2013, an “Out of Pocket Loss” will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

The sum of a claimant’s Recognized Loss Amounts will be the claimant’s “Recognized Claim.”

**For each share of Intuitive common stock purchased or acquired from February 6, 2012 through and including July 18, 2013 and:**

1. Sold before the release of corrective information on February 28, 2013 (at 3:54 PM EST),<sup>3</sup> the Recognized Loss Amount for each such share shall be zero.
2. Sold after the release of corrective information on February 28, 2013 (at 3:54 PM EST), and before the close of trading on July 18, 2013, the Recognized Loss Amount for each such share shall be **the lesser of:**
  - a. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below minus the dollar artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or
  - b. the Out of Pocket Loss.
3. Sold after the close of trading on July 18, 2013, and before the close of trading on October 17, 2013, the Recognized Loss Amount for each such share shall be **the least of:**
  - a. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
  - b. the actual purchase/acquisition price of each such share minus the average closing price from July 19, 2013, up to the date of sale as set forth in **Table 2** below; or
  - c. the Out of Pocket Loss.
4. Held as of the close of trading on October 17, 2013, the Recognized Loss Amount for each such share shall be **the lesser of:**
  - a. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below; or
  - b. the actual purchase/acquisition price of each such share minus \$ 383.30.<sup>4</sup>

**C. Additional Provisions**

Publicly traded Intuitive common stock is the only security eligible for recovery under the Plan of Allocation. With respect to Intuitive common stock purchased or sold through the exercise of an option, the purchase/sale date of the Intuitive common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

If a Class Member has more than one purchase/acquisition or sale of Intuitive common stock during the Class Period, all purchases/acquisitions and sales shall be matched on a FIFO basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

Purchases or acquisitions and sales of Intuitive shares shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of shares during the Class Period shall not be deemed a purchase, acquisition, or sale of shares for the calculation of a

<sup>3</sup> In the event that documentation does not exist setting forth the exact time of purchase and/or sale, the price at which the purchase and/or sale took place shall serve as a proxy for determining whether the transaction occurred before or after the release of the allegedly corrective information. Shares purchased or sold on February 28, 2013 at any price less than \$569.23 shall be deemed to have occurred after 3:54 PM EST for purposes of this Plan of Allocation.

<sup>4</sup> Pursuant to Section 21D(e)(1) of the Exchange Act, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the Exchange Act, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Intuitive common stock during the “90-day look-back period,” July 19, 2013 through October 17, 2013. The mean (average) closing price for Intuitive common stock during this 90-day look-back period was \$383.30.

Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares unless (i) the donor or decedent purchased or otherwise acquired such shares during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or "covers") a "short sale" is zero. The Recognized Loss Amount on a "short sale" that is not covered by a purchase or acquisition is also zero. In the event that a claimant has an opening short position in Intuitive common stock at the start of the Class Period, the earliest Class Period purchases or acquisitions shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases or acquisition that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

Payment according to this Plan of Allocation will be deemed conclusive against all Authorized Claimants. Recognized Claims will be calculated as defined herein by the Claims Administrator and cannot be less than zero.

Distributions to eligible Authorized Claimants will be made after claims have been processed. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Class Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses. These redistributions shall be repeated until the balance in the Net Settlement Fund is no longer feasible to distribute to Authorized Claimants. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be donated in equal amounts to Bay Area Legal Aid and Consumer Federation of America.

Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Class Representatives, Class Counsel, their damages expert, Claims Administrator, or other agent designated by Class Counsel, arising from determinations or distributions to claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Class Representatives, Defendants, their respective counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Northern District of California with respect to his, her, or its claim.

**TABLE 1**  
**Intuitive Common Stock Artificial Inflation**  
**for Purposes of Calculating Purchase and Sale Inflation**

<b>Transaction Date</b>	<b>Artificial Inflation Per Share</b>
February 6, 2012 – February 28, 2013 until 3:54 PM EST	\$56.69
February 28, 2013 after 3:54 PM EST – March 4, 2013	\$35.39
March 5, 2013 – July 18, 2013	\$13.58

**TABLE 2**  
**Intuitive Common Stock Closing Price and Average Closing Price**  
**July 19, 2013 – October 17, 2013**

<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price between July 19, 2013 and Date Shown</b>	<b>Date</b>	<b>Closing Price</b>	<b>Average Closing Price between July 19, 2013 and Date Shown</b>
7/19/2013	\$392.67	\$392.67	9/4/2013	\$387.32	\$388.10
7/22/2013	\$395.91	\$394.29	9/5/2013	\$384.44	\$387.99
7/23/2013	\$394.62	\$394.40	9/6/2013	\$384.69	\$387.90
7/24/2013	\$383.96	\$391.79	9/9/2013	\$384.90	\$387.82
7/25/2013	\$375.33	\$388.50	9/10/2013	\$376.97	\$387.52
7/26/2013	\$382.29	\$387.46	9/11/2013	\$376.50	\$387.23
7/29/2013	\$391.00	\$387.97	9/12/2013	\$372.68	\$386.86
7/30/2013	\$385.82	\$387.70	9/13/2013	\$375.00	\$386.56
7/31/2013	\$388.00	\$387.73	9/16/2013	\$375.07	\$386.28
8/1/2013	\$392.46	\$388.21	9/17/2013	\$373.96	\$385.99
8/2/2013	\$393.65	\$388.70	9/18/2013	\$372.50	\$385.68
8/5/2013	\$393.63	\$389.11	9/19/2013	\$369.98	\$385.32
8/6/2013	\$392.93	\$389.41	9/20/2013	\$374.69	\$385.08
8/7/2013	\$389.94	\$389.44	9/23/2013	\$370.83	\$384.77
8/8/2013	\$394.62	\$389.79	9/24/2013	\$363.89	\$384.33
8/9/2013	\$391.87	\$389.92	9/25/2013	\$367.31	\$383.97
8/12/2013	\$388.58	\$389.84	9/26/2013	\$368.39	\$383.66
8/13/2013	\$385.60	\$389.60	9/27/2013	\$367.46	\$383.33
8/14/2013	\$385.94	\$389.41	9/30/2013	\$376.27	\$383.19
8/15/2013	\$383.73	\$389.13	10/1/2013	\$372.40	\$382.99
8/16/2013	\$378.33	\$388.61	10/2/2013	\$369.60	\$382.73
8/19/2013	\$384.95	\$388.45	10/3/2013	\$360.94	\$382.33
8/20/2013	\$385.45	\$388.32	10/4/2013	\$364.28	\$382.00
8/21/2013	\$386.90	\$388.26	10/7/2013	\$380.99	\$381.98
8/22/2013	\$390.14	\$388.33	10/8/2013	\$381.23	\$381.97
8/23/2013	\$390.09	\$388.40	10/9/2013	\$389.16	\$382.09
8/26/2013	\$391.69	\$388.52	10/10/2013	\$387.21	\$382.18
8/27/2013	\$386.22	\$388.44	10/11/2013	\$390.18	\$382.31
8/28/2013	\$387.44	\$388.41	10/14/2013	\$401.68	\$382.63
8/29/2013	\$384.60	\$388.28	10/15/2013	\$390.21	\$382.75
8/30/2013	\$386.52	\$388.22	10/16/2013	\$401.33	\$383.05
9/3/2013	\$385.17	\$388.13	10/17/2013	\$399.13	\$383.30

**SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

In the previously mailed Class Notice, you were advised that if, for the beneficial interest of any person or entity other than yourself, you purchased Intuitive common stock during the period from February 6, 2012 through July 18, 2013, inclusive, you must either: (1) request from the Claims Administrator sufficient copies of the Class Notice to forward to all such beneficial owners, and forward them to all such beneficial owners; or (2) provide a list of the names and addresses of all such beneficial owners to the Claims Administrator.

If you chose the first option, *i.e.*, you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Settlement Notices and Proof of Claim and Release forms (together, the "Claim Packet") to you to send to the beneficial owners **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of the Claim Packets. If you require more copies than you previously requested, please contact the Claims Administrator at (844) 850-7746 and let them know how many additional Claim Packets you require. You must mail the Claim Packets to the beneficial owners **WITHIN SEVEN (7) CALENDAR DAYS** of your receipt of the packets.

If you chose the second option, the Claims Administrator will send a copy of the Claim Packet to the beneficial owners whose names and addresses you previously supplied. Unless you have identified additional beneficial owners whose names you did not previously provide, **you need do nothing further at this time**. If you believe that you have identified additional beneficial owners **whose names you did not previously provide** to the Claims Administrator, you must either (a) **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of this Claim Packet, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator at *In re Intuitive Surgical Securities Litigation*, c/o GCG, P.O. Box 10359, Dublin, OH 43017-0359 or (b) **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of this Claim Packet, request from the Claims Administrator sufficient copies of the Claim Packet to forward to all such beneficial owners which you shall, **WITHIN SEVEN (7) CALENDAR DAYS** of receipt of the Claim Packet from the Claims Administrator, mail to the beneficial owners. If you elect to send the Claim Packet to beneficial owners you shall also send a statement to the Claims Administrator confirming that the mailing was made and shall retain your mailing records for use in connection with any further notices that may be provided in the Action.

Upon full and timely compliance with these directions, you may seek reimbursement of your reasonable expenses actually incurred, by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Settlement Notice and the Claim Form may also be obtained from the website for this Action, [www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com), or by calling the Claims Administrator at (844) 850-7746.

All communications concerning the foregoing should be addressed to the Claims Administrator:

*In re Intuitive Surgical Securities Litigation*  
c/o GCG  
P.O. Box 10359  
Dublin, OH 43017-0359  
Phone: (844) 850-7746  
[info@intuitivesurgicalsecuritieslitigation.com](mailto:info@intuitivesurgicalsecuritieslitigation.com)  
[www.intuitivesurgicalsecuritieslitigation.com](http://www.intuitivesurgicalsecuritieslitigation.com)

Dated: October 15, 2018

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