

# **EXHIBIT 1**

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Capital LLC, Plaintiff David Sherman, and  
the Proposed Settlement Class*

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

ASIF MEHEDI, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff,

v.

VIEW, INC. f/k/a CF FINANCE  
ACQUISITION CORP. II, RAO MULPURI,  
VIDUL PRAKASH, HOWARD W.  
LUTNICK, PAUL PION, ALICE CHAN,  
ANSHU JAIN, ROBERT J. HOCHBERG,  
CHARLOTTE S. BLECHMAN, CF  
FINANCE HOLDINGS II, LLC, CANTOR  
FITZGERALD & CO., CANTOR  
FITZGERALD, L.P., AND CF GROUP  
MANAGEMENT, INC.,

Defendants.

Case No.: 5:21-cv-06374-BLF

**STIPULATION AND AGREEMENT OF  
SETTLEMENT**

This Stipulation and Agreement of Settlement dated April 25, 2025 (“Stipulation”) is entered into between Court-appointed Lead Plaintiff Stadium Capital LLC, on behalf of itself and the Settlement Class (as defined below in paragraph 1(tt)), and defendants View, Inc., f/k/a CF Finance Acquisition Corp. II and n/k/a/ View Operations, LLC, Rao Mulpuri, Howard W. Lutnick, Paul Pion, Alice Chan, Anshu Jian, Robert J. Hochberg, Charlotte S. Blechman, and Vidul Prakash, as well as former defendants who were previously dismissed from this case (CF Finance Holdings II, LLC, Cantor Fitzgerald & Co., Cantor Fitzgerald, L.P., and CF Group Management, Inc.), by

1 and through their respective counsel, and embodies the terms and conditions of the settlement of  
2 the above-captioned action.<sup>1</sup> Subject to the approval of the Court and the terms and conditions  
3 expressly provided herein, this Stipulation is intended to fully, finally and forever compromise,  
4 settle, release, resolve and dismiss with prejudice all claims asserted in the Action against  
5 Defendants.

6 **WHEREAS:**

7 A. On August 18, 2021, the initial complaint was filed in the Action. In accordance with  
8 the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended (“PSLRA”),  
9 notice to the public was issued stating the deadline by which putative class members could move  
10 the Court for appointment as lead plaintiff.

11 B. By Order dated February 8, 2022, the Court appointed Stadium Capital LLC as Lead  
12 Plaintiff and Kaplan Fox & Kilsheimer as Lead Counsel. ECF No. 67.

13 C. On July 15, 2022, Lead Plaintiff filed its first complaint, the Amended Complaint for  
14 Violations of the Federal Securities Laws. ECF No. 96 (“FAC”). On May 22, 2023, following  
15 briefing and oral argument, the Court granted Defendants’ motions to dismiss the FAC, but granted  
16 Lead Plaintiff leave to amend. ECF No. 168.

17 D. On August 21, 2023, Lead Plaintiff filed the Second Amended Complaint for  
18 Violations of the Federal Securities Laws. ECF No. 175 (“SAC”). On April 9, 2024, following  
19 briefing and oral argument, the Court granted Defendants’ motions to dismiss the SAC without  
20 leave to amend. ECF No. 200.

21 E. On April 17, 2024, Lead Plaintiff moved for reconsideration under Fed R. Civ. P. 59(e)  
22 and 60(b), which the Court granted on June 12, 2024. ECF No. 212. On June 28, 2024, the Court  
23 issued an amended order granting in part and denying in part Defendants’ motions to dismiss the  
24 SAC. ECF No. 214.

25 F. On July 12, 2024, Defendants filed a motion to certify the Court’s Order granting  
26 reconsideration for interlocutory appeal pursuant to 28 U.S.C. § 1292(b) and for a stay pending  
27

28 <sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in paragraph 1 herein.

1 resolution of the interlocutory appeal. ECF No. 219. After full briefing, the Court granted  
2 Defendants' motion on August 8, 2024 (ECF No. 227), which it reaffirmed on August 14, 2024  
3 after considering Lead Plaintiff's sur-reply arguments (ECF No. 229).

4 G. On August 16, 2024, Defendants filed a petition for permission to appeal under 28  
5 U.S.C. § 1292(b) with the Ninth Circuit. On August 26, 2024, Plaintiffs filed their answer opposing  
6 Defendants' petition and conditional cross-petition. On September 5, 2024, Defendants filed a  
7 motion for leave to file a reply, and on September 12, 2024, Plaintiffs filed a motion for leave to  
8 file a sur-reply. On September 19, 2024, the Ninth Circuit granted Defendants' petition for  
9 permission to appeal and Plaintiffs' conditional cross-petition. The appeal is captioned, *Stadium*  
10 *Capital LLC v. View, Inc.*, No. 24-5743 (9th Cir.) (the "Pending Appeal").

11 H. On November 13, 2024, Defendants filed an unopposed motion for an extension of  
12 time, until January 27, 2025, to file their opening brief on appeal. The Ninth Circuit granted  
13 Defendants' unopposed motion for an extension of time on November 18, 2024.

14 I. In April of 2024, the Parties agreed to discuss a possible resolution of the Action. To  
15 facilitate their negotiations, the Parties scheduled formal mediations with Greg Danilow of Phillips  
16 ADR Enterprises. The Parties engaged in three mediation sessions in May 2024, September 2024,  
17 and January 2025, and had continued discussions with the mediator after the sessions, which led to  
18 the proposed settlement. In advance of the mediation, the Parties submitted detailed mediation  
19 statements. With the assistance of Mr. Danilow, the Parties agreed to resolve the matter for \$11  
20 million and executed a term sheet (the "Term Sheet") setting forth the material terms of their  
21 agreement on January 22, 2025.

22 J. Based upon their investigation, prosecution, and mediation of the case, Lead Plaintiff  
23 and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair,  
24 reasonable, and adequate to Lead Plaintiff and the Settlement Class, and in their best interests.  
25 Based on Lead Plaintiff's direct oversight of the prosecution of this matter and with the advice of  
26 its counsel, Lead Plaintiff has agreed to settle and release the Released Plaintiff's Claims (as defined  
27 below in paragraph 1(o)) as against Defendants pursuant to the terms and provisions of this  
28 Stipulation, after considering, among other things: (i) the financial benefit that the Settlement Class

1 will receive under the proposed Settlement; and (ii) the significant risks and costs of continued  
2 litigation and trial.

3 K. All of the Defendants have denied, and continue to deny, that they have committed any  
4 act or omission giving rise to any liability under the Securities Act of 1933 or the Securities  
5 Exchange Act of 1934, or the rules promulgated thereunder. Specifically, Defendants expressly  
6 have denied, and continue to deny, each and all of the claims and allegations alleged in the initial  
7 complaint, the FAC, the SAC and in this Action, including without limitation, any liability arising  
8 out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged,  
9 in the Action. Defendants also have denied, and continue to deny, among other allegations, the  
10 allegations that any of the Plaintiffs or any Settlement Class Member has suffered any damages, or  
11 that any of the Plaintiffs or any Settlement Class Member was harmed by the conduct alleged in  
12 the Action or that any of them could have alleged as part of the Action. In addition, Defendants  
13 maintain that they have meritorious defenses to all claims and allegations alleged in the initial  
14 complaint, the FAC, the SAC and in this Action.

15 L. As set forth below, and pursuant to the Federal Rules of Evidence, neither the  
16 Settlement nor any of the terms of this Stipulation shall constitute an admission or finding of any  
17 fault, liability, wrongdoing, or damages whatsoever or any infirmity in the defenses that Defendants  
18 have, or could have, asserted. Defendants have determined that it is desirable and beneficial to  
19 them that the Action be fully, finally, and forever resolved, discharged, and settled in the manner  
20 and upon the terms and conditions set forth in this Stipulation. Similarly, this Stipulation shall in  
21 no event be construed or deemed to be evidence of or an admission or concession on the part of  
22 Lead Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or  
23 concession that any of Defendants' defenses to liability had any merit. Each of the Parties  
24 recognizes and acknowledges, however, that the Action has been initiated, filed, and prosecuted by  
25 Lead Plaintiff in good faith and defended by Defendants in good faith, and that the Action is being  
26 voluntarily settled with the advice of counsel.

27 **NOW THEREFORE**, it is hereby **STIPULATED AND AGREED**, by and among Lead  
28 Plaintiff (individually and on behalf of all members of the Settlement Class) and Defendants, by

1 and through their respective undersigned attorneys and subject to the approval of the Court pursuant  
 2 to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing  
 3 to the Parties from the Settlement, all Released Plaintiff's Claims as against the Defendant  
 4 Releasees and all Released Defendants' Claims as against the Plaintiff Releasees shall be settled  
 5 and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and  
 6 conditions set forth below.

### 7 **DEFINITIONS**

8 1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the  
 9 following capitalized terms shall have the following meanings:

10 a. "Action" means *Mehedi v. View, Inc. f/k/a/ CF Finance Acquisition Corp. II, et al.*,  
 11 No. 5:21-cv-06374-BLF (N.D. Cal.).

12 b. "Alternative Judgment" means a form of final judgment that may be entered by the  
 13 Court herein but in a form other than the form of Judgment provided for in this Stipulation.

14 c. "Authorized Claimant" means a Settlement Class Member who or which submits a  
 15 Claim Form to the Claims Administrator that is approved by the Court for payment from the Net  
 16 Settlement Fund.

17 d. "Business Combination" means the combination of CF II and Legacy View on  
 18 March 8, 2021 pursuant to an Agreement and Plan of Merger dated November 30, 2020 (the  
 19 "Merger Agreement") and the other transactions described in the Merger Agreement.

20 e. "CF II" means CF Finance Acquisition Corp. II.

21 f. "Claim" means a paper claim submitted on a Proof of Claim Form or an electronic  
 22 claim that is submitted to the Claims Administrator.

23 g. "Claim Form" or "Proof of Claim Form" means the form, substantially in the form  
 24 attached hereto as Exhibit A(2) to Exhibit A, that a Claimant must complete and submit to the  
 25 Claims Administrator in order to be eligible to share in a distribution of the Net Settlement Fund.

26 h. "Claimant" means a person or entity who or which submits a Claim Form to the  
 27 Claims Administrator seeking to be eligible to share in the Net Settlement Fund.

28 i. "Claims Administrator" means RG/2 Claims Administration LLC, the firm retained

1 by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to  
2 potential Settlement Class Members in the Action and to administer the Settlement.

3 j. “Class Distribution Order” means an order entered by the Court authorizing and  
4 directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

5 k. “Class Period” means the period of time from November 30, 2020 and May 10,  
6 2022, inclusive.

7 l. The “Company” or “View” means View, Inc., f/k/a CF Finance Acquisition Corp.  
8 II and n/k/a/ View Operations, LLC.

9 m. “Complaint” means, collectively, the initial complaint filed in the Action on August  
10 18, 2021 (ECF No. 1), the Amended Complaint for Violations of the Federal Securities Laws filed  
11 in the Action on July 15, 2022 (ECF No. 96 or “FAC”), and the Second Amended Complaint for  
12 Violations of the Federal Securities Laws filed in the Action on August 21, 2023 (ECF No. 175 or  
13 “SAC”).

14 n. “Court” means the United States District Court for the Northern District of  
15 California.

16 o. “De-SPAC Registration Statement” means the registration statement filed on Form  
17 S-4 on December 23, 2020, and which was amended on January 26, 2021 and February 11, 2021.  
18 The December 23, 2020 proxy statement, and its subsequent amendments, formed a part of the De-  
19 SPAC Registration Statement.

20 p. “Defendants” means, collectively: View, Rao Mulpuri, Howard W. Lutnick, Paul  
21 Pion, Alice Chan, Anshu Jian, Robert J. Hochberg, Charlotte S. Blechman, and Vidul Prakash, as  
22 well as former defendants who were previously dismissed from this case (CF Finance Holdings II,  
23 LLC, Cantor Fitzgerald & Co., Cantor Fitzgerald, L.P., and CF Group Management, Inc.).

24 q. “Defendants’ Counsel” means the law firms of Munger, Tolles & Olson LLP,  
25 Winston & Strawn LLP, and Morrison & Foerster LLP.

26 r. “Defendant Releasees” means Defendants, and their respective (i) attorneys; (ii)  
27 Immediate Family members; (iii) present and former parents, subsidiaries, divisions, joint ventures,  
28 related or affiliated entities, heirs, trusts, trustees, executors, estates, administrators, beneficiaries,

1 affiliates, insurers, coinsurers, reinsurers, predecessors, predecessors-in-interest, successors,  
2 successors-in-interest, assigns, advisors and associates of each of the foregoing; and (iv) current  
3 and former officers, directors, employees, members, partners, principals, agents, controlling  
4 shareholders, accountants, auditors, financial or investment advisors or consultants, banks or  
5 investment bankers, personal or legal representatives, in their capacities as such; and (v) any entity  
6 in which any Defendant or any Defendant's Immediate Family member(s) has or had a controlling  
7 interest (directly or indirectly), any estate or trust of which any Defendant is a settlor or which is  
8 for the benefit of any Defendant and/or any Defendant's Immediate Family member(s).

9 s. "Effective Date" with respect to the Settlement means the first date by which all of  
10 the events and conditions specified in paragraph 37 of this Stipulation have been met and have  
11 occurred or have been waived.

12 t. "Escrow Account" means an account maintained at Morgan Stanley wherein the  
13 Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

14 u. "Escrow Agent" means Morgan Stanley.

15 v. "Escrow Agreement" means the agreement between Lead Counsel and the Escrow  
16 Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

17 w. "February 16, 2021 Proxy Statement" means the amendment filed on Form  
18 424(b)(3) to the December 23, 2020 proxy statement soliciting stockholders who held CF II Class  
19 A common stock as of the January 27, 2021 Record Date to vote to approve the Business  
20 Combination. The February 16, 2021 Proxy Statement was incorporated into and formed a part of  
21 the De-SPAC Registration Statement.

22 x. "Final" means, with respect to any court order, including, without limitation, the  
23 Judgment or, if applicable, the Alternative Judgment, that such order represents a final and binding  
24 determination of all issues within its scope and is not subject to further review on appeal or  
25 otherwise. Without limitation, an order becomes "Final" when: (i) no appeal has been filed and the  
26 expiration date of the time provided for filing or noticing any appeal has expired; or (ii) an appeal  
27 has been filed and either (a) the appeal has been dismissed and the time provided, if any, for  
28 commencing any further appeal has expired, or (b) the order has been affirmed in all material



1 respects and the time provided, if any, for commencing any further appeal has expired. For  
 2 purposes of this definition of “Final,” an “appeal” includes any motion to alter or amend under Rule  
 3 52(b) or Rule 59(e) of the Federal Rules of Civil Procedure, any appeal as of right, discretionary  
 4 appeal, interlocutory appeal, petition for writ of *certiorari*, or other proceeding involving writs of  
 5 *certiorari* or mandamus, and any other proceedings of like kind, with the sole exception of the  
 6 Pending Appeal. However, any appeal or proceeding pertaining solely to an order issued with  
 7 respect to: (i) attorneys’ fees, costs or expenses pursuant to paragraphs 20-23 herein; or (ii) the plan  
 8 of allocation for the Settlement proceeds (as submitted or subsequently modified), shall not in any  
 9 way delay or preclude the Judgment or, if applicable, the Alternative Judgment, from becoming  
 10 Final. For the avoidance of doubt, dismissal of the Pending Appeal need not occur for the Judgment  
 11 or, if applicable, the Alternative Judgment, or any other court order to become Final.

12 y. “Immediate Family” means children, stepchildren, grandchildren, parents,  
 13 stepparents, grandparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law,  
 14 daughters-in-law, brothers-in-law, and sisters-in-law. As used in this definition, “spouse” shall  
 15 mean a husband, a wife, or a partner in a state recognized domestic relationship or civil union.

16 z. “Judgment” means the final judgment with dismissal and with prejudice,  
 17 substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the  
 18 Settlement.

19 aa. “Lead Counsel” means the law firm of Kaplan Fox & Kilsheimer LLP.

20 bb. “Lead Plaintiff” means Stadium Capital LLC.

21 cc. “Legacy View” means View, Inc., as it existed before the Business Combination.

22 dd. “Litigation Expenses” means the costs and expenses incurred by Lead Counsel  
 23 in connection with commencing, prosecuting and settling the Action (which may include the costs  
 24 and expenses of Plaintiffs directly related to its representation of the Settlement Class), for which  
 25 Lead Counsel intends to apply to the Court for reimbursement from the Settlement Fund.

26 ee. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes and Tax  
 27 Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the  
 28 Court; and (iv) any attorneys’ fees awarded by the Court.

1 ff. "Notice" means the Notice of (I) Pendency of Class Action and Proposed  
2 Settlement; (II) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation  
3 Expenses; and (III) Settlement Fairness Hearing, substantially in the form attached hereto as Exhibit  
4 A(1) to Exhibit A.

5 gg. "Notice and Administration Costs" means the costs, fees and expenses that are  
6 incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notices  
7 to the Settlement Class; and (ii) administering the Settlement, including but not limited to the  
8 Claims process, as well as the costs, fees and expenses incurred in connection with the Escrow  
9 Account.

10 hh. "Parties" means Lead Plaintiff, on behalf of itself and the Settlement Class, and  
11 Defendants.

12 ii. "Plaintiffs" means Lead Plaintiff and David Sherman.

13 jj. "Plaintiff Releasees" means (i) Lead Plaintiff, its attorneys and all other Settlement  
14 Class Members; (ii) the current and former parents, affiliates, subsidiaries, successors,  
15 predecessors, assigns, and assignees of each of the foregoing in (i); and (iii) the current and former  
16 officers, directors, Immediate Family members, heirs, trusts, trustees, executors, estates,  
17 administrators, beneficiaries, agents, affiliates, insurers, reinsurers, predecessors, predecessors-in-  
18 interest, successors, successors-in-interest, assigns and advisors of each of the persons or entities  
19 listed in (i) and (ii), in their capacities as such.

20 kk. "Plan of Allocation" means the proposed plan set forth in the Notice to be  
21 utilized for determining the allocation of the Net Settlement Fund, as submitted or subsequently  
22 modified.

23 ll. "Preliminary Approval Order" means the order, substantially in the form attached  
24 hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing  
25 that notice of the Settlement be provided to the Settlement Class.

26 mm. "Released Claims" means all Released Defendants' Claims and all Released  
27 Plaintiff's Claims.

28 nn. "Released Defendants' Claims" means all claims and causes of action of every

1 nature and description, whether known or Unknown Claims, whether arising under federal, state,  
 2 local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law  
 3 or in equity, whether class or individual in nature, whether accrued or unaccrued, whether  
 4 liquidated or unliquidated, whether matured or unmatured, that arise out of or relate in any way to  
 5 the institution, prosecution, or settlement of the claims against Defendants. “Released Defendants’  
 6 Claims” do not include any claims relating to the enforcement of the Settlement.

7 oo. “Released Plaintiff’s Claims” means all allegations, claims, causes of action,  
 8 rights, liabilities, actions, suits, damages, or demands of every nature and description, whether  
 9 known claims or Unknown Claims, whether arising under federal, state, local, common, statutory,  
 10 administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class  
 11 or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether  
 12 matured or unmatured, whether discoverable or undiscoverable, whether contingent or absolute,  
 13 including those that are concealed or hidden, that any of the Plaintiffs or any member of the  
 14 Settlement Class: (i) asserted in the Action or (ii) could have asserted in any court or forum that  
 15 arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part to,  
 16 the allegations, transactions, facts, matters or occurrences, representations, or omissions set forth  
 17 in the Action and that in any way arise out of, relate to, or are based upon, directly or indirectly,  
 18 the purchase, acquisition, ownership, disposition, redemption, holding, transfer, sale, or voting of  
 19 View and/or CF II securities during the Class Period. “Released Plaintiff’s Claims” do not include:  
 20 (i) any claims relating to the enforcement of the Settlement; or (ii) any claims of any person or  
 21 entity who or which submits a request for exclusion from the Settlement Class that is accepted by  
 22 the Court.

23 pp. “Releasee(s)” means each and any of the Defendant Releasees and each and any  
 24 of the Plaintiff Releasees.

25 qq. “Releases” means the releases set forth in paragraphs 5-9 of this Stipulation.

26 rr. “Settlement” means the settlement between Lead Plaintiff and Defendants on the  
 27 terms and conditions set forth in this Stipulation.

28 ss. “Settlement Amount” means Eleven Million Dollars (\$11,000,000) to be paid

1 pursuant to paragraph 10 of this Stipulation.

2 tt. "Settlement Class" means: (1) all persons or entities who purchased or otherwise  
3 acquired View and/or CF II securities between November 30, 2020 and May 10, 2022, inclusive  
4 (the "Class Period"); (2) all persons or entities who were holders of CF II Class A common stock  
5 as of the January 27, 2021 record date (the "Record Date") that were entitled to vote to approve the  
6 Business Combination as set forth in the February 16, 2021 Proxy Statement; and (3) all persons  
7 or entities who purchased or otherwise acquired View securities pursuant to or traceable to the De-  
8 SPAC Registration Statement. Excluded from the Settlement Class are Defendants; subsidiaries of  
9 any entity Defendant; the current and/or former officers and directors of any entity Defendant;  
10 members of the Immediate Family of any Defendant; any Defendant's successors and assigns, in  
11 their capacity as such; and any entity in which any Defendant has or had a controlling interest. Also  
12 excluded from the Settlement Class are persons who solely held shares of the privately held  
13 common stock and preferred stock of Legacy View outstanding prior to closing of the Business  
14 Combination.

15 uu. "Settlement Class Member" means each person and entity who or which is a  
16 member of the Settlement Class.

17 vv. "Settlement Fairness Hearing" means the hearing set by the Court under Rule  
18 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

19 ww. "Settlement Fund" means the Settlement Amount plus any and all interest earned  
20 thereon while in escrow.

21 xx. "Summary Notice" means the Summary Notice of (I) Pendency of Class Action  
22 and Proposed Settlement; (II) Motion for an Award of Attorneys' Fees and Reimbursement of  
23 Litigation Expenses; and (III) Settlement Fairness Hearing, substantially in the form attached hereto  
24 as Exhibit A(3) to Exhibit A, to be published as set forth in the Preliminary Approval Order.

25 yy. "Taxes" means: (i) all federal, state, and/or local taxes of any kind (including any  
26 estimated taxes, interest or penalties thereon) arising with respect to any income earned by the  
27 Settlement Fund, including any taxes or tax detriments that may be imposed upon the Releasees or  
28 their counsel with respect to any income earned by the Settlement Fund for any period after the

1 deposit of the Settlement Amount in the Escrow Account during which the Settlement Fund does  
2 not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (ii) all  
3 taxes imposed on payments by the Settlement Fund, including withholding taxes.

4         zz. “Tax Expenses” means the expenses and costs incurred by Lead Counsel in  
5 connection with determining the amount of, and paying, any taxes owed by the Settlement Fund  
6 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and  
7 distribution costs and expenses relating to filing (or failing to file) tax returns for the Settlement  
8 Fund).

9         aaa. “Unknown Claims” means any Released Plaintiff’s Claims which any of the  
10 Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her or its  
11 favor at the time of the release of such claims, and any Released Defendants’ Claims which any  
12 Defendant does not know or suspect to exist in his or its favor at the time of the release of such  
13 claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect  
14 to this Settlement, including, but not limited to, whether or not to enter into this Settlement, execute  
15 this Stipulation, agree to all the various releases set forth herein, or might have affected his, her, or  
16 its decision not to object to the Settlement or to the release of the Released Plaintiff’s Claims or the  
17 Released Defendants’ Claims or not to exclude himself, herself, or itself from the Settlement Class.  
18 With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective  
19 Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the  
20 Settlement Class Members shall be deemed to have, and by operation of the Judgment or the  
21 Alternative Judgment, if applicable, shall have, expressly waived, the provisions, rights, and  
22 benefits conferred by any law of any state or territory of the United States, or principle of common  
23 law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542,  
24 which provides:

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

The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she or it or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiff's Claims or the Released Defendants' Claims, but, upon the Effective Date, any Released Claims based on those facts shall be barred by operation of the Judgment or the Alternative Judgment, if applicable, without regard to the subsequent discovery or existence of such different or additional facts. Each of Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of the Judgment or the Alternative Judgment, if applicable, to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

#### **PRELIMINARY APPROVAL OF SETTLEMENT**

2. Lead Plaintiff will use its best efforts to file a motion for preliminary approval of the Settlement, together with this Stipulation, within ten (10) days after the execution of the Stipulation. Concurrently with the motion for preliminary approval, Lead Plaintiff shall apply to the Court for entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

#### **CLASS CERTIFICATION**

3. Solely for the purpose of the Settlement, the Parties hereby stipulate and agree to: (a) certification of the Action as a class action, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, consistent with the definition of the Settlement Class; (b) appointment of Lead Plaintiff Stadium Capital LLC and Plaintiff David Sherman as representatives for the Settlement Class; and (c) appointment of Lead Counsel as Class Counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure. Lead Plaintiff will move for entry of the Preliminary Approval Order, which will certify the Action to proceed as a class action for settlement purposes only. Defendants expressly reserve the right to contest class certification in the event that the Effective Date does not occur.

#### **RELEASE OF CLAIMS**

4. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against Defendants; and (ii) the Releases provided for herein.

5. Pursuant to the Judgment, or the Alternative Judgment, if applicable, without further

1 action by anyone, upon the Effective Date of the Settlement, each of the Plaintiffs, and each of the  
2 Settlement Class Members, on behalf of themselves, and their respective heirs, executors,  
3 administrators, predecessors, successors, assigns, and any person claiming now or in the future to  
4 be acting through or on behalf of any of them directly or indirectly, regardless of whether such  
5 plaintiff or Settlement Class Member ever seeks or obtains by any means (including, without  
6 limitation, by submitting a Claim to the Claims Administrator) any distribution from the Net  
7 Settlement Fund: (a) shall be deemed to have, and by operation of law and of the Judgment shall  
8 have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and  
9 discharged each and every Released Plaintiff's Claim (including any Unknown Claims) against the  
10 Defendant Releasees, and shall have covenanted not to sue any Defendant Releasees with respect  
11 to any Released Plaintiff's Claims (including any Unknown Claims); and (b) shall forever be  
12 permanently barred, enjoined, and restrained from commencing, instituting, asserting, maintaining,  
13 enforcing, prosecuting, or otherwise pursuing either directly or in any capacity, any or all of the  
14 Released Plaintiff's Claims against any of the Defendant Releasees, in any state, federal, or foreign  
15 court of law or equity, arbitration tribunal, administration forum, or other forum of any kind.

16 6. Pursuant to the Judgment, or the Alternative Judgment, if applicable, without further  
17 action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves,  
18 and their respective heirs, executors, administrators, predecessors, successors and assigns in their  
19 capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have,  
20 fully, finally and forever compromised, settled, released, resolved, relinquished, waived and  
21 discharged each and every Released Defendants' Claim against the Plaintiff Releasees, and shall  
22 forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims  
23 against any of the Plaintiff Releasees.

24 7. Notwithstanding paragraphs 5-6 above, nothing in the Judgment, or the Alternative  
25 Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms  
26 of this Stipulation or the Judgment, or Alternative Judgment, if applicable.

27 8. By entering into this Stipulation, Lead Plaintiff and David Sherman represent and  
28 warrant that they have not assigned, hypothecated, conveyed, transferred, or otherwise granted or



1 given any interest in the Released Plaintiff's Claims to any other person or entity, and Defendants  
 2 represent and warrant that they have not assigned, hypothecated, conveyed, transferred, or  
 3 otherwise granted or given any interest in the Released Defendants' Claims to any other person or  
 4 entity.

5 9. The Claim Form to be executed by Claimants shall release all Released Plaintiff's  
 6 Claims (including Unknown Claims) against all Defendant Releasees and shall be substantially in  
 7 the form attached hereto as Exhibit A(2) to Exhibit A.

#### 8 **THE SETTLEMENT CONSIDERATION**

9 10. In consideration of the full settlement of the claims asserted in the Action against  
 10 Defendants and the Releases specified in paragraphs 5-9 above, View shall cause to be paid the  
 11 Settlement Amount by check, wire transfer or in cash into the Escrow Account within thirty (30)  
 12 calendar days after the later of: (a) the Court's entry of the Preliminary Approval Order; or (b)  
 13 receipt by View's Counsel of all information necessary to effectuate a transfer of funds to the  
 14 Escrow Account, including the bank name and ABA routing number, account number, a signed  
 15 Form W-9 reflecting the taxpayer identification for the Settlement Fund, and a contact person's  
 16 name and telephone number for verification purposes.

17 11. Other than the obligation of View to cause to be paid the Settlement Amount into the  
 18 Escrow Account, under no circumstances will any Defendant Releasee have any obligation to make  
 19 any payment pursuant to this Settlement set forth herein, and no responsibility for, or liability or  
 20 obligation whatsoever, to anyone, with respect to the Settlement Fund, the Net Settlement Fund,  
 21 the Escrow Account, the Claims Administrator, the Claims Administrator's actions, any transaction  
 22 executed or approved by the Escrow Agent, the maintenance, administration, investment, or  
 23 distribution of the Settlement Fund or the Net Settlement Fund, the establishment or administration  
 24 of the Plan of Allocation, the determination, administration, or calculation of claims, the payment  
 25 or withholding of Taxes, the administration of the Settlement, or any losses incurred in connection  
 26 with such matters. The Defendant Releasees shall have no further or other liability or obligations  
 27 to any of the Plaintiffs, Lead Counsel, or any Settlement Class Member with respect to the Released  
 28 Plaintiff's Claims, except as expressly stated herein. Notwithstanding anything herein to the



contrary, the Escrow Agent shall be obligated to withhold from distribution to Authorized Claimants all funds necessary to pay all Notice and Administration Costs and all other fees, costs, and expenses associated with administration of the Settlement and the Settlement Fund; neither the Defendants nor their counsel nor any other Defendant Releasee is responsible therefor, nor shall they have any liability whatsoever with respect thereto, above and beyond View's obligation to cause to be paid the Settlement Amount into the Escrow Account as set forth above. The Settlement Fund shall indemnify and hold harmless all Defendant Releasees for any costs of administration of the Settlement and the Settlement Fund of any kind whatsoever (including, without limitation, costs associated with any such indemnification).

#### **DISMISSAL OF PENDING APPEAL**

12. After the Judgment or, the Alternative Judgment, if applicable, becomes Final, and no later than fourteen (14) days thereafter, the Parties shall file either a stipulation or a motion to dismiss the Pending Appeal pursuant to Federal Rule of Appellate Procedure 42(b).

#### **USE OF SETTLEMENT FUND**

13. The Settlement Fund shall be used to pay: (a) any Taxes and Tax Expenses; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in paragraphs 24-35 below.

14. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a United States Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backed by the full

1 faith and credit of the United States Government. The Escrow Agent shall collect and reinvest all  
2 interest or proceeds accrued on these instruments or accounts as they mature in similar instruments  
3 or accounts at their then-current market rates.

4 15. The Escrow Agent shall not disburse the Settlement Fund except as provided in this  
5 Stipulation. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement  
6 Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as  
7 administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3),  
8 shall be solely responsible for filing or causing to be filed all informational and other tax returns as  
9 may be necessary or appropriate (including, without limitation, the returns described in Treasury  
10 Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for  
11 causing payment to be made from the Settlement Fund of any Taxes or Tax Expenses owed with  
12 respect to the Settlement Fund. Upon written request, the Company will provide to Lead Counsel  
13 the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of  
14 the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely  
15 make such elections as are necessary or advisable to carry out this paragraph, including, as  
16 necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j),  
17 to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and  
18 shall take or cause to be taken all actions as may be necessary or appropriate in connection  
19 therewith.

20 16. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and in all events  
21 the Defendant Releasees shall have no liability or responsibility whatsoever for the payment of  
22 Taxes or Tax Expenses. Taxes and Tax Expenses shall be timely paid by the Escrow Agent pursuant  
23 to the disbursement instructions to be set forth in the Escrow Agreement, and without further order  
24 of the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the  
25 contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such  
26 amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well  
27 as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)).

28 17. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective

1 Date, no Defendant, Defendant Releasee, or any other person or entity who or which paid any  
 2 portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any  
 3 portion thereof for any reason whatsoever, including without limitation, the number of Claim Forms  
 4 submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage  
 5 of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement  
 6 Fund.

7 18. Prior to the Effective Date of the Settlement, Lead Counsel may pay from the  
 8 Settlement Fund up to three hundred thousand dollars (\$300,000 USD), without further approval  
 9 from Defendants or further order of the Court, all Notice and Administration Costs actually incurred  
 10 and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of  
 11 printing and mailing the Notice and Claim Form, publishing the Summary Notice, reimbursements  
 12 to nominee owners for forwarding the Notice and Claim Form to their beneficial owners, the  
 13 administrative expenses incurred and fees charged by the Claims Administrator in connection with  
 14 providing notice, administering the Settlement (including processing submitted Claims), and the  
 15 fees, if any, of the Escrow Agent.

16 19. In the event that the Settlement is terminated pursuant to the terms of this Stipulation,  
 17 all Notice and Administration Costs paid or incurred shall not be returned or repaid to Defendants,  
 18 any of the other Defendant Releasees or any other person or entity who or which paid any portion  
 19 of the Settlement Amount.

#### 20 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

21 20. Lead Counsel will apply to the Court for an award of attorneys' fees to Lead Counsel  
 22 to be paid from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for  
 23 reimbursement of Lead Counsel's Litigation Expenses, which may include a request for  
 24 reimbursement of Plaintiffs' costs and expenses directly related to its representation of the  
 25 Settlement Class, to be paid from (and out of) the Settlement Fund. Lead Counsel's application for  
 26 an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between  
 27 Defendants and Lead Plaintiff other than what is set forth in this Stipulation.

28 21. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid

1 to Lead Counsel immediately upon award, notwithstanding the existence of any timely filed  
2 objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any  
3 part thereof, subject to Lead Counsel's obligation to make appropriate refunds or repayments to the  
4 Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if  
5 the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal  
6 or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or  
7 Litigation Expenses is reduced or reversed and such order reducing or reversing the award has  
8 become Final. Lead Counsel shall make the appropriate refund or repayment in full no later than  
9 fifteen (15) business days after: (a) receiving from Defendants' Counsel notice of the termination  
10 of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or  
11 Litigation Expenses has become Final.

12 22. The procedure for, the allowance or disallowance of, and the amount of any attorneys'  
13 fees and/or Litigation Expenses are not necessary terms of this Stipulation, are not conditions of  
14 the Settlement embodied herein, and shall be considered separately from the Court's consideration  
15 of the fairness, reasonableness, and adequacy of the Settlement. Neither Lead Plaintiff nor Lead  
16 Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling  
17 with respect to attorneys' fees and/or Litigation Expenses, and any appeal from any order awarding  
18 attorneys' fees and/or Litigation Expenses or any reversal or modification of any such order shall  
19 not affect or delay the finality of the Judgment.

20 23. The attorneys' fees and Litigation Expenses that are awarded to Lead Counsel pursuant  
21 to this Stipulation shall be payable solely from the Settlement Fund. With the sole exception of  
22 View's obligation to cause the Settlement Amount to be paid into the Escrow Account pursuant to  
23 paragraph 10 above, Defendant Releasees shall have no responsibility for, and no liability  
24 whatsoever with respect to, any payment of attorneys' fees and/or Litigation Expenses to Lead  
25 Counsel pursuant to this Stipulation, or for any other attorneys' fees and/or Litigation Expenses  
26 incurred by or on behalf of any other Settlement Class Member in connection with this Action or  
27 the Settlement.  
28

**NOTICE AND SETTLEMENT ADMINISTRATION**

24. As part of the Preliminary Approval Order, Lead Plaintiff shall seek appointment of the Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. Other than View's obligation to provide Lead Counsel or the Claims Administrator with View's shareholder lists as provided in paragraph 25 below, none of Defendants, nor any of the other Defendant Releasees, shall have any involvement in or any responsibility, authority or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Lead Plaintiff, any other Settlement Class Members or Lead Counsel in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

25. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail, or email, the Notice and Claim Form to those members of the Settlement Class as may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court. For the purposes of identifying and providing notice to the Settlement Class, within five (5) business days after the Court's entry of the Preliminary Approval Order, the Company shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to the Settlement Fund, Lead Plaintiff or the Settlement Class, Lead Counsel or the Claims Administrator, shareholder lists of purchasers of record (consisting of names and addresses, as well as e-mail addresses if available) during the Class Period, and holders of CF II Class A common stock as of the January 27, 2021 record date, in electronic format, such as Excel.

26. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or in part, and second, each Authorized Claimant's pro rata share of the Net Settlement Fund as calculated pursuant to the proposed Plan of Allocation set forth in the

1 Notice attached hereto as Exhibit A(1) to Exhibit A (or such other plan of allocation as the Court  
2 approves).

3 27. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement  
4 or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any  
5 particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not  
6 cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's  
7 ruling with respect to the Plan of Allocation or any other plan of allocation approved in this Action.  
8 Defendants and the other Defendant Releasees shall not object in any way to the Plan of Allocation  
9 or any other plan of allocation in this Action. No Defendant, nor any other Defendant Releasees,  
10 shall have any involvement with or liability, obligation or responsibility whatsoever for the  
11 application of the Court-approved plan of allocation.

12 28. Any Settlement Class Member who does not submit a valid Claim Form will not be  
13 entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by  
14 all of the terms of this Stipulation and Settlement, including the terms of the Judgment or, the  
15 Alternative Judgment, if applicable, to be entered in the Action and the Releases provided for herein  
16 and therein, and will be permanently barred and enjoined from bringing any action, claim, or other  
17 proceeding of any kind against the Defendant Releasees with respect to the Released Plaintiff's  
18 Claims in the event that the Effective Date occurs with respect to the Settlement.

19 29. Lead Counsel shall be responsible for supervising the administration of the Settlement  
20 and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any  
21 other Defendant Releasees, shall be permitted to review, contest or object to any Claim, or any  
22 decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any  
23 Claim, nor shall any Defendant Releasee have any responsibility for, interest in, or liability for any  
24 decision. Lead Counsel shall have the right, but not the obligation, to waive what it deems to be  
25 formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

26 30. For the purpose of determining the extent, if any, to which a Settlement Class Member  
27 shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

28 a. Each Claimant shall be required to submit a Claim in paper form, substantially in

1 the form attached hereto as Exhibit A(2) to Exhibit A, or in electronic form, in accordance with the  
2 instructions for the submission of such Claims, and supported by such documents as are designated  
3 therein, including proof of the Claimant's claimed loss, or such other documents or proof as the  
4 Claims Administrator or Lead Counsel, in its discretion, may deem acceptable;

5 b. All Claims must be submitted by the date set by the Court in the Preliminary  
6 Approval Order and specified in the Notice. Any Settlement Class Member who fails to submit a  
7 Claim by such date shall be forever barred from receiving any distribution from the Net Settlement  
8 Fund or payment pursuant to this Stipulation (unless by Order of the Court such Settlement Class  
9 Member's Claim Form is accepted), but shall in all other respects be bound by all of the terms of  
10 this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment,  
11 if applicable, and the Releases provided for herein and therein, and will be permanently barred and  
12 enjoined from bringing any action, claim or other proceeding of any kind against any Defendant  
13 Releasees with respect to any Released Plaintiff's Claim. A Claim Form shall be deemed to be  
14 submitted when postmarked, if received with a postmark indicated on the envelope and if mailed  
15 by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the  
16 Claim Form shall be deemed to have been submitted on the date when actually received by the  
17 Claims Administrator;

18 c. Each Claim shall be submitted to and reviewed by the Claims Administrator who  
19 shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to  
20 which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e)  
21 below as necessary;

22 d. Claims that do not meet the submission requirements may be rejected. Prior to  
23 rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the  
24 Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the  
25 Claim Form submitted. The Claims Administrator shall notify, in a timely fashion and in writing,  
26 all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting  
27 forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be  
28 rejected has the right to review by the Court if the Claimant so desires and complies with the



1 requirements of subparagraph (e) below; and

2 e. If any Claimant whose Claim has been rejected in whole or in part desires to contest  
3 such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice  
4 required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of  
5 reasons indicating the Claimant's grounds for contesting the rejection along with any supporting  
6 documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim  
7 cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the  
8 Court.

9 f. Settlement Class Members shall be bound by all determinations and judgments in  
10 this Action, whether favorable or unfavorable, unless they request exclusion from the Settlement  
11 Class by submitting to the Claims Administrator a request for exclusion at least twenty-one (21)  
12 calendar days prior to the date of the Settlement Fairness Hearing.

13 31. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with  
14 respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under  
15 the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery  
16 shall be limited to that Claimant's status as a Settlement Class Member and the validity and amount  
17 of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the  
18 Settlement in connection with the processing of Claims.

19 32. Lead Counsel will apply to the Court for a Class Distribution Order: (a) approving the  
20 Claims Administrator's administrative determinations concerning the acceptance and rejection of  
21 the Claims submitted; (b) approving payment of any administration fees and expenses associated  
22 with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date  
23 has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the  
24 Escrow Account.

25 33. Payment pursuant to the Class Distribution Order shall be Final and conclusive against  
26 all Settlement Class Members. All Settlement Class Members whose Claims are not approved by  
27 the Court for payment shall be barred from participating in distributions from the Net Settlement  
28 Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement,



1 including the terms of the Judgment or Alternative Judgment, if applicable, to be entered in this  
 2 Action and the Releases provided for herein and therein, and will be permanently barred and  
 3 enjoined from bringing any action against any and all Defendant Releasees with respect to any and  
 4 all of the Released Plaintiff's Claims.

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

16 35. All proceedings with respect to the administration, processing and determination of  
 17 Claims and the determination of all controversies relating thereto, including disputed questions of  
 18 law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.  
 19 All Settlement Class Members, other Claimants, and the Parties to this Settlement expressly waive  
 20 trial by jury (to the extent any such right may exist) and any right of appeal or review with respect  
 21 to such determinations.

## 22 **TERMS OF THE JUDGMENT**

23 36. If the Settlement contemplated by this Stipulation is approved by the Court, Lead  
 24 Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the  
 25 form attached hereto as Exhibit B.

## 26 **CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL,** 27 **CANCELLATION, OR TERMINATION**

28 37. The Effective Date of the Settlement shall be deemed to occur on the occurrence or

1 waiver of all of the following events:

2 (a) the Court has entered the Preliminary Approval Order, substantially in the  
3 form set forth in Exhibit A attached hereto, as required by paragraph 2 above;

4 (b) the Settlement Amount has been deposited into the Escrow Account in  
5 accordance with the provisions of paragraph 10 above;

6 (c) Defendants have not exercised their option to terminate the Settlement  
7 pursuant to the provisions of this Stipulation (including the Supplemental Agreement described in  
8 paragraph 42 below);

9 (d) Lead Plaintiff has not exercised its option to terminate the Settlement  
10 pursuant to the provisions of this Stipulation (including the option described at paragraph 41  
11 below); and

12 (e) the Court has approved the Settlement as described herein, following notice  
13 to the Settlement Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil  
14 Procedure, and entered the Judgment and the Judgment has become Final, or the Court has entered  
15 an Alternative Judgment and none of the Parties seek to terminate the Settlement and the Alternative  
16 Judgment has become Final; and

17 (f) the Pending Appeal is dismissed.

18 38. Upon the occurrence of all of the events referenced in paragraph 37 above, any and all  
19 remaining interest or right of Defendants or any other Defendant Releasee in or to the Settlement  
20 Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.  
21 Without limiting the foregoing, each Defendant shall have, in his, her, or its sole and absolute  
22 discretion, the option to terminate the Settlement in its entirety in the event that the Judgment, or  
23 Alternative Judgment, if applicable, upon becoming Final, does not provide for the dismissal with  
24 prejudice of the Action against him or it.

25 39. If (i) Defendants exercise their right to terminate the Settlement as provided in this  
26 Stipulation; (ii) Lead Plaintiff exercises its right to terminate the Settlement as provided in this  
27 Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement  
28 otherwise fails to occur, then:

1 a. the Settlement and the relevant portions of this Stipulation shall be canceled and  
2 terminated;

3 b. Lead Plaintiff and Defendants shall revert to their respective positions in the  
4 Action as of the date immediately prior to the execution of the Term Sheet on January 22, 2025;

5 c. the terms and provisions of this Stipulation, with the exception of this paragraph  
6 39 and paragraphs 19, 21, 43, 60, and 64, shall have no further force and effect with respect to the  
7 Parties and shall not be used in the Action or in any other proceeding for any purpose, and any  
8 Judgment, or Alternative Judgment, if applicable, or order entered by the Court in accordance with  
9 the terms of this Stipulation shall be treated as vacated, nunc pro tunc; and

10 d. Unless otherwise ordered by the Court, in the event the Stipulation is terminated,  
11 or is canceled, or shall not become effective for any reason, within five (5) business days after  
12 written notification of such event is sent by counsel for Defendants or Lead Counsel to the Escrow  
13 Agent, the Settlement Fund (including accrued interest), less any expenses and any costs which  
14 have been incurred or disbursed pursuant to paragraph 19 for the notice and administration of the  
15 Settlement, shall be refunded by the Escrow Agent to the payor(s) of the Settlement Amount plus  
16 accrued interest attributable to that amount by wire transfer pursuant to written instructions from  
17 counsel or representatives for the payor(s). Neither Lead Plaintiff nor Lead Counsel shall have any  
18 obligation to repay any amounts incurred or disbursed from the Settlement Fund for the notice and  
19 administration of the Settlement pursuant to paragraph 19 hereof. At the request of counsel for  
20 Defendants, the Escrow Agent or its designee shall apply for any tax refund owed to the Settlement  
21 Fund and pay the proceeds, after deduction of any fees or expenses reasonably incurred in  
22 connection with such application(s) for refund, to Defendants. In the event that the funds received  
23 by Lead Counsel consistent with paragraph 21 above have not been refunded to the Settlement  
24 Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by  
25 the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct)  
26 immediately upon their deposit into the Escrow Account consistent with paragraph 21 above.

27 40. It is further stipulated and agreed that Lead Plaintiff, on the one hand, and Defendants  
28 (provided Defendants unanimously agree amongst themselves), on the other hand, shall each have

1 the right to terminate the Settlement and this Stipulation, by providing written notice of their  
 2 election to do so (“Termination Notice”) to the other Parties to this Stipulation within thirty (30)  
 3 days of: (a) the Court’s Final refusal to enter the Preliminary Approval Order in any material  
 4 respect; (b) the Court’s Final refusal to approve the Settlement or any material part thereof; (c) the  
 5 Court’s Final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date  
 6 upon which the Judgment is modified or reversed in any material respect by the United States Court  
 7 of Appeals or the United States Supreme Court; or (e) the date upon which an Alternative Judgment  
 8 is modified or reversed in any material respect by the United States Court of Appeals or the United  
 9 States Supreme Court. However, any decision or proceeding, whether in this Court or any appellate  
 10 court, with respect to an application for attorneys’ fees or reimbursement of Litigation Expenses or  
 11 with respect to any plan of allocation shall not be considered material to the Settlement, shall not  
 12 affect the finality of any Judgment or Alternative Judgment, if applicable, and shall not be grounds  
 13 for termination of the Settlement.

14 41. In addition to the grounds set forth in paragraph 40 above, Lead Plaintiff shall have the  
 15 unilateral right to terminate the Settlement in the event that the Settlement Amount has not been  
 16 paid in the time period provided for in paragraph 10 above, by providing written notice of the  
 17 election to terminate to all other Parties and if, thereafter, there is a failure to pay the Settlement  
 18 Amount within fourteen (14) calendar days of such written notice.

19 42. In addition to the grounds set forth in paragraph 40 above, Defendants shall have the  
 20 unilateral right to terminate the Settlement in the event that Settlement Class Members timely and  
 21 validly requesting exclusion from the Settlement Class meet the conditions set forth in the Parties’  
 22 confidential Supplemental Agreement (the “Supplemental Agreement”), in accordance with the  
 23 terms of that agreement. The Supplemental Agreement, which is being executed concurrently  
 24 herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner  
 25 (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided  
 26 in the Supplemental Agreement) unless and until the Court otherwise directs, or a dispute arises  
 27 between Lead Plaintiff and Defendants concerning its interpretation or application, in which event  
 28 the Parties shall submit the Supplemental Agreement to the Court in camera and request that the

1 Court afford it confidential treatment.

2 **NO ADMISSION OF WRONGDOING**

3 43. This Stipulation (whether or not consummated), including the exhibits hereto and the  
4 Plan of Allocation contained therein (or any other plan of allocation that may be approved by the  
5 Court), the Term Sheet, the Supplemental Agreement, the negotiations leading to the execution of  
6 this Stipulation, and any proceedings taken pursuant to or in connection with this Stipulation and/or  
7 approval of the Settlement (including any arguments proffered in connection therewith) shall not  
8 be:

9 (a) offered against any of the Defendant Releasees as evidence of, or construed  
10 as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendant  
11 Releasees (i) with respect to the truth of any fact alleged or claim asserted by any of the Plaintiffs  
12 in the Complaint or otherwise; (ii) that the Settlement Amount represents the damages that could  
13 be recoverable under the Complaint or in this Action; or (iii) with respect to the validity of any  
14 allegation or claim that was or could have been asserted or the deficiency of any defense that has  
15 been or could have been asserted in this Action or in any other litigation; or of any liability,  
16 negligence, fault, or other wrongdoing of any kind of any of the Defendant Releasees or in any way  
17 referred to for any other reason as against any of the Defendant Releasees, in any civil, criminal or  
18 administrative action or proceeding, other than such proceedings as may be necessary to effectuate  
19 the provisions of this Stipulation;

20 (b) offered against any of the Plaintiff Releasees, as evidence of, or construed as,  
21 or deemed to be evidence of any presumption, concession or admission by any of the Plaintiff  
22 Releasees that any of their claims are without merit, that any of the Defendant Releasees had  
23 meritorious defenses, that damages allegedly recoverable under the Complaint would not have  
24 exceeded the Settlement Amount, or with respect to any liability, negligence, fault or wrongdoing  
25 of any kind, or in any way referred to for any other reason as against any of the Plaintiff Releasees,  
26 in any civil, criminal or administrative action or proceeding, other than such proceedings as may  
27 be necessary to effectuate the provisions of this Stipulation; or  
28

(c) construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;  
*provided, however,* that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

### **MISCELLANEOUS PROVISIONS**

44. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

45. Pursuant to the Class Action Fairness Act (“CAFA”), no later than ten (10) calendar days after the Stipulation is filed with the Court, View, at its own cost, shall serve proper notice of the proposed Settlement on behalf of all Defendants upon those who are entitled to notice pursuant to CAFA and shall thereafter confirm in writing to counsel for the Parties that such notice has been given.

46. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiff and any Settlement Class Members against the Defendant Releasees with respect to the Released Plaintiff’s Claims. Accordingly, Lead Plaintiff and its counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Lead Plaintiff or defended by Defendants in bad faith or without a reasonable basis. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure, or of 28 U.S.C. Section 1927, or otherwise make any accusation of wrongful or actionable conduct by any other Party, relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm’s-length and in good faith by the Parties through a mediation process supervised and conducted by Greg Danilow of Phillips ADR Enterprises, and reflect the Settlement that was reached voluntarily after negotiations and consultation with

1 experienced legal counsel, who were fully competent to assess the strengths and weaknesses of  
2 their respective clients' claims or defenses.

3 47. The terms of the Settlement, as reflected in this Stipulation, may not be modified or  
4 amended, nor may any of its provisions be waived except by a writing signed on behalf of both  
5 Lead Plaintiff and Defendants (or their successors-in-interest).

6 48. The headings herein are used for the purpose of convenience only and are not meant to  
7 have legal effect.

8 49. Pending approval by the Court of this Stipulation and its exhibits, all proceedings in  
9 this Action shall be stayed. Pending Final determination whether the Settlement should be  
10 approved, Lead Plaintiff and all members of the Settlement Class shall be barred and enjoined from  
11 commencing, instituting, intervening or participating in, or prosecuting any of the Released  
12 Plaintiff's Claims against any of the Defendant Releasees.

13 50. The administration and consummation of the Settlement as embodied in this Stipulation  
14 shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of  
15 entering orders providing for awards of attorneys' fees and Litigation Expenses to Lead Counsel  
16 and enforcing the terms of this Stipulation, including the Releases and permanent injunctions set  
17 forth herein, the Plan of Allocation (or such other plan of allocation as may be approved by the  
18 Court), and the distribution of the Net Settlement Fund to Settlement Class Members.

19 51. The waiver by one Party of any breach of this Stipulation by any other Party shall not  
20 be deemed a waiver of any other prior or subsequent breach of this Stipulation.

21 52. This Stipulation and its exhibits, together with the Supplemental Agreement, constitute  
22 the entire agreement among Lead Plaintiff and Defendants concerning the Settlement. All Parties  
23 acknowledge that no other agreements, representations, warranties, or inducements have been made  
24 by any Party hereto concerning this Stipulation, its exhibits, or the Supplemental Agreement other  
25 than those contained and memorialized in such documents.

26 53. This Stipulation may be executed in one or more counterparts, including by signature  
27 transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed  
28 counterparts and each of them shall be deemed to be one and the same instrument.

1           54. This Stipulation shall be binding upon and inure to the benefit of the successors and  
2 assigns of the Parties, including any and all Releasees and any corporation, partnership, or other  
3 entity into or with which any Party hereto may merge, consolidate or reorganize.

4           55. The construction, interpretation, operation, effect and validity of this Stipulation, the  
5 Supplemental Agreement and all documents necessary to effectuate the Settlement shall be  
6 governed by the internal laws of the State of California without regard to conflicts of laws, except  
7 to the extent that federal law requires that federal law govern.

8           56. Any action arising under or to enforce this Stipulation or any portion thereof, shall be  
9 commenced and maintained only in the Court.

10           57. This Stipulation shall not be construed more strictly against one Party than another  
11 merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of  
12 the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties  
13 and all Parties have contributed substantially and materially to the preparation of this Stipulation.

14           58. All counsel and any other person executing this Stipulation and any of the exhibits  
15 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
16 to do so and that they have the authority to take appropriate action required or permitted to be taken  
17 pursuant to the Stipulation to effectuate its terms.

18           59. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in  
19 seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this  
20 Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation  
21 as may be reasonably required to obtain Final approval by the Court of the Settlement.

22           60. If any Party is required to give notice to another Party under this Stipulation, such notice  
23 shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or  
24 email transmission, with confirmation of receipt. Notice shall be provided as follows:

25           If to Lead Plaintiff or Lead **KAPLAN FOX & KILSHEIMER LLP**  
26           Counsel:

27           Laurence D. King  
28           Blair E. Reed  
            1999 Harrison Street, Suite 1560  
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61. Except as otherwise provided herein, the Parties shall bear their own costs.

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

63. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their respective counsel shall keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

64. This Stipulation (together with the exhibits hereto and the Supplemental Agreement described in paragraph 42) reflects the final and binding agreement between the Parties and supersedes the Term Sheet.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed by their duly authorized attorneys as of April 25, 2025.

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Cantor Fitzgerald & Co.,  
Cantor Fitzgerald, L.P., and  
CF Group Management, Inc.*

1 *LLC, Plaintiff David*  
2 *Sherman, and the Proposed*  
3 *Class*

4 **MORRISON &**  
5 **FOERSTER LLP**

6 By:   
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18 *Attorneys for Defendant Vidul*  
19 *Prakash*

# **EXHIBIT A**

1  
2  
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4  
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7  
8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN JOSE DIVISION**

11 ASIF MEHEDI, Individually and on Behalf of  
12 All Others Similarly Situated,

13 Plaintiff,

14 v.

15 VIEW, INC. f/k/a CF FINANCE  
16 ACQUISITION CORP. II, RAO MULPURI,  
17 and VIDUL PRAKASH,

18 Defendants.  
19  
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Case No.: 5:21-cv-06374-BLF

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

1 WHEREAS, this consolidated putative class action (the “Action”) comes before the Court  
2 on Lead Plaintiff’s Motion for Preliminary Approval of Settlement (“Motion”) and on the  
3 Stipulation and Agreement of Settlement dated February \_\_, 2025 (“Stipulation”) entered into by  
4 Lead Plaintiff Stadium Capital LLC (“Lead Plaintiff”) and (1) View, Inc., f/k/a CF Finance  
5 Acquisition Corp. II and n/k/a/ View Operations, LLC (“View” or the “Company”) and Rao  
6 Mulpuri; (2) Howard W. Lutnick, Paul Pion, Alice Chan, Anshu Jian, Robert J. Hochberg, Charlotte  
7 S. Blechman, CF Finance Holdings II, LLC, Cantor Fitzgerald & Co., Cantor Fitzgerald, L.P., and  
8 CF Group Management, Inc.; (3) and Vidul Prakash, (collectively, the “Defendants”, and together  
9 with Lead Plaintiff, the “Parties”), by and through their respective counsel;

10 WHEREAS, the Stipulation sets forth the terms and conditions for the proposed settlement  
11 of the Action, and is subject to review under Rule 23 of the Federal Rules of Civil Procedure (“Rule  
12 23”); and

13 WHEREAS, the Court is familiar with and has reviewed the record in the Action and has  
14 reviewed the Motion and the Stipulation, together with the exhibits attached thereto and  
15 incorporated by reference therein, and found good cause for entering the following Order;

16 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

17 1. This order (the “Preliminary Approval Order”) hereby incorporates by reference the  
18 definitions in the Stipulation and all terms used herein shall have the same meanings as set forth in  
19 the Stipulation.

20 2. **Class Certification.** The Court preliminarily certifies, solely for purposes of  
21 effectuating the Settlement, pursuant to Rule 23, a class consisting of: (1) all persons or entities  
22 who purchased or otherwise acquired View and/or CF II securities between November 30, 2020  
23 and May 10, 2022, inclusive (the “Class Period”); (2) all persons or entities who were holders of  
24 CF II Class A common stock as of the January 27, 2021 record date (the “Record Date”) that were  
25 entitled to vote to approve the Business Combination as set forth in the February 16, 2021 Proxy  
26 Statement; and (3) all persons or entities who purchased or otherwise acquired View securities  
27 pursuant to or traceable to the De-SPAC Registration Statement. Excluded from the Settlement  
28 Class are Defendants; subsidiaries of any entity Defendant; the current and/or former officers and

1 directors of any entity Defendant; members of the Immediate Family of any Defendant; any  
2 Defendant's successors and assigns, in their capacity as such; and any entity in which any  
3 Defendant has or had a controlling interest. Also excluded from the Settlement Class are persons  
4 who solely held shares of the privately held common stock and preferred stock of Legacy View  
5 outstanding prior to closing of the Business Combination.

6 3. Pursuant to Rule 23 and for purposes of settlement only, the Court preliminarily  
7 certifies Lead Plaintiff Stadium Capital LLC and plaintiff David Sherman as Class Representatives  
8 for the Settlement Class and appoints Kaplan Fox & Kilsheimer LLP as Class Counsel for the  
9 Settlement Class ("Class Counsel"). Class Counsel is authorized to act on behalf of the Settlement  
10 Class with respect to all acts required by, or which may be undertaken pursuant to, the Stipulation  
11 or such other acts that are reasonably necessary to consummate the proposed Settlement set forth  
12 in the Stipulation.

13 4. With respect to the Settlement Class, the Court preliminarily finds, solely for  
14 purposes of effectuating the Settlement, that the prerequisites for a class action under Rules 23(a)  
15 and (b)(3) have been satisfied. The members of the Settlement Class are so numerous that joinder  
16 of all Settlement Class Members in the class action is impracticable and there are questions of law  
17 and fact common to the Settlement Class which predominate over any individual questions. The  
18 claims of Plaintiffs are typical of the claims of the Settlement Class and Lead Plaintiff and Lead  
19 Counsel have fairly and adequately represented and protected the interests of all of the Settlement  
20 Class Members. A class action is also superior to other available methods for the fair and efficient  
21 adjudication of the controversy, considering: (a) the interests of the members of the Settlement  
22 Class in individually controlling the prosecution of the separate actions; (b) the extent and nature  
23 of any litigation concerning the controversy already commenced by members of the Settlement  
24 Class; (c) the desirability or undesirability of continuing the litigation of these claims in this  
25 particular forum; and (d) the difficulties likely to be encountered in the management of a class  
26 action.

27 5. **Preliminary Approval of the Settlement**. The Court preliminarily approves: (i) the  
28 Settlement of the Action as set forth in the Stipulation, having found that the Parties have shown

1 the Court that it will likely be able to approve the proposed Settlement under Federal Rule of Civil  
2 Procedure 23(e)(2), and (ii) the proposed Plan of Allocation described in the Notice, subject to the  
3 right of any Settlement Class Member to challenge the fairness, reasonableness, and adequacy of  
4 the Settlement, the Stipulation or the proposed Plan of Allocation, and to show cause, if any exists,  
5 why a final judgment dismissing the Action based on the Stipulation should not be ordered herein  
6 after due and adequate notice to the Settlement Class has been given in conformity with this Order.

7 6. **Retention of Claims Administrator and Manner of Giving Notice.** Class Counsel  
8 is hereby authorized to retain \_\_\_\_\_ as the Claims Administrator in connection  
9 with the Settlement to supervise and administer the notice and claims procedures as well as the  
10 processing of claims as more fully set forth below:

- 11 a. No later than twenty (20) calendar days after entry of this Preliminary Approval  
12 Order, the Claims Administrator shall cause a copy of the Notice and Proof of  
13 Claim and Release form ("Claim Form"), substantially in the forms attached  
14 hereto as Exhibits A(1) and A(2), respectively, to be mailed by first class mail,  
15 postage prepaid, to all members of the Settlement Class who may be identified  
16 through reasonable effort, including through the cooperation of View and/or its  
17 transfer agents to provide security holder lists as set forth in the Stipulation (the  
18 "Notice Date");
- 19 b. Class Counsel shall cause a summary notice (the "Summary Notice"),  
20 substantially in the form attached hereto as Exhibit A(3), to be published once  
21 in the national edition of *Investor's Business Daily* and over the *PR Newswire*  
22 no later than ten (10) calendar days after the Notice Date;
- 23 c. Class Counsel shall serve on Defendants' Counsel and file with the Court proof  
24 by affidavit or declaration of mailing and publication not later than seven (7)  
25 calendar days before the Final Approval Hearing.
- 26 d. Class Counsel shall cause the Notice, the Summary Notice, and the Claim Form  
27 to be placed on a website developed for the Settlement and maintained by the  
28



1 Claims Administrator, [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com), on or before the  
2 Notice Date.

3 7. **CAFA Notice.** Not later than ten (10) calendar days after the submission of the  
4 Stipulation to the Court, View, of behalf of all Defendants, shall serve notice on the State and  
5 Federal officials as required by 28 U.S.C. §1715(b).

6 8. **Approval of Form and Content of Notice.** The Court hereby approves the form of  
7 Notice and Summary Notice (together, the “Notices”) and the Claim Form, attached hereto as  
8 Exhibits A-1, A-2 and A-3, and finds that the procedures established for publication, mailing and  
9 distribution of such Notices substantially in the manner and form set forth in paragraph 6 of this  
10 Preliminary Approval Order meet the requirements of Rule 23, the Securities Exchange Act of  
11 1934, 15 U.S.C. §§ 78 *et seq.*, as amended by the Private Securities Litigation Reform Act of 1995,  
12 the Constitution of the United States (including the Due Process Clause), and constitute the best  
13 notice practicable under the circumstances.

14 9. **Nominee Procedures.** The Claims Administrator shall use reasonable efforts to  
15 give notice to brokers and other nominees who satisfy the requirements to be a Settlement Class  
16 Member. Those brokers and other nominees are directed to either: (i) send the Notice and Claim  
17 Form to all such beneficial owners, postmarked within ten (10) calendar days of receipt of the  
18 Notice; or (ii) send a list of the names and addresses of such beneficial owners to the Claims  
19 Administrator within ten (10) calendar days after receipt of the Notice, in which event the Claims  
20 Administrator shall mail the Notice and Claim Form to such beneficial owners within ten (10)  
21 calendar days after receipt thereof.

22 10. Upon full compliance with this Preliminary Approval Order, including the timely  
23 mailing of the Notice and Claim Form to beneficial owners, such nominees may seek  
24 reimbursement of their reasonable expenses actually incurred in complying with this Preliminary  
25 Approval Order by providing the Claims Administrator with proper documentation supporting the  
26 expenses for which reimbursement is sought and reflecting compliance with these instructions,  
27 including timely mailing of the Notice and Claim Form. Such properly documented expenses  
28 incurred by nominees in compliance with the terms of this Preliminary Approval Order shall be

1 paid from the Settlement Fund in accordance with the provisions of the Stipulation, subject to  
 2 further order of this Court with respect to any dispute concerning such compensation.

3 11. **Settlement Fairness Hearing.** Pursuant to Fed. R. Civ. P. 23(e), a hearing (the  
 4 “Settlement Fairness Hearing”) shall be held on \_\_\_\_\_, 2025, at \_\_\_\_\_.m., in the  
 5 United States District Court for the Northern District of California, San Jose Division, the  
 6 Honorable Beth Labson Freeman presiding, for the following purposes:

- 7 a. to determine whether the Court should grant final certification of the Settlement
- 8 Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3);
- 9 b. to determine whether the proposed Settlement of the Action on the terms and
- 10 conditions provided for in the Stipulation is fair, reasonable, adequate, and in
- 11 the best interests of the Settlement Class and should be finally approved by the
- 12 Court;
- 13 c. to determine whether the Plan of Allocation for the Net Settlement Fund should
- 14 be approved by the Court as fair and reasonable;
- 15 d. to determine whether the Judgment, substantially in the form attached as Exhibit
- 16 B to the Stipulation, should be entered, *inter alia*, dismissing the Action against
- 17 the Defendants with prejudice and extinguishing and releasing all Released
- 18 Claims;
- 19 e. to consider Lead Counsel’s application for an award of attorneys’ fees and
- 20 reimbursement of Litigation Expenses; and
- 21 f. to rule on such other matters as the Court may deem appropriate.

22 12. The Court reserves the right to adjourn the Settlement Fairness Hearing, including  
 23 the consideration of the application for attorneys’ fees and reimbursement of Litigation Expenses,  
 24 or to make such modification as may be consented to by the Parties to the Stipulation, without  
 25 further notice to the Settlement Class.

26 13. **Appearance and Objections at Settlement Fairness Hearing.** Any member of  
 27 the Settlement Class who wishes to object to the Settlement and who does not request exclusion  
 28 from the Settlement Class must, at least twenty-one (21) calendar days prior to the Settlement

1 Fairness Hearing, file with the Court and serve on the Parties (listed below) a written statement of  
2 objection to the Settlement, the Plan of Allocation, or the request for attorneys' fees and  
3 reimbursement of Litigation Expenses in connection with the representation of the Settlement  
4 Class.

5 14. Any member of the Settlement Class who does not request exclusion from the  
6 Settlement Class and timely submits and serves a written objection to the Settlement, the Plan of  
7 Allocation, or the request for attorneys' fees and reimbursement of Litigation Expenses, or who  
8 otherwise wishes to be heard, may appear in person or by and through an attorney, at his/her/its  
9 own expense, at the Settlement Fairness Hearing and present evidence or argument that may be  
10 proper or relevant. Such Settlement Class Member may do so provided that no person other than  
11 the Parties and their counsel shall be heard, and no papers, briefs, pleadings, or other documents  
12 submitted by any person shall be considered by the Court, unless such submission is filed with the  
13 Court and served on the Parties (listed below) within twenty-one (21) calendar days prior to the  
14 Settlement Fairness Hearing, and contains:

- 15 a. The case name and docket number, *Mehedi v. View, Inc. et al.*, Case No. 5:21-  
16 cv-06374-BLF (N.D. Cal.);
- 17 b. The name, address, and telephone number of the person objecting, signed by the  
18 objector;
- 19 c. A statement of such person's objections to any matters before the Court  
20 concerning the Settlement and whether the objection applies only to the objector,  
21 to a specific subset of the Settlement Class, or to the entire Settlement Class;
- 22 d. The specific grounds therefore or the reasons that such person desires to appear  
23 and be heard, as well as all documents or writings such person desires the Court  
24 to consider;
- 25 e. Whether that person intends to present any witnesses and/or experts, the identity  
26 of any such witnesses and/or experts, and the nature of the witness and or expert  
27 testimony;  
28

f. Proof of the person's membership in the Settlement Class, which proof shall demonstrate the person's purchases of View or CF II securities during the Class Period, holdings of CF II Class A common stock on January 27, 2021, and/or purchases of View securities pursuant to or traceable to the De-SPAC Registration Statement and any sales of any of these securities, including the dates, the number of shares, and price(s) paid and received for each such purchase or sale; and

g. Such filings shall be served upon the Court and the following counsel:

To Class Counsel:

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2 *Fitzgerald, L.P., and CF Group*  
3 *Management, Inc.*

4 15. Any person who does not make his, her, or its objection in the manner provided in  
5 the Notice shall be deemed to have waived such objection and shall forever be foreclosed from  
6 making any objection to the fairness or adequacy of the proposed Settlement as set forth in the  
7 Stipulation, unless otherwise ordered by the Court. Any papers in response to any such objections  
8 shall be served and filed no later than fourteen (14) days prior to the Settlement Fairness Hearing.

9 16. **Request for Exclusion.** Any person falling within the definition of the Settlement  
10 Class may, upon request, be excluded from the Settlement Class. Any such person must submit to  
11 the Claims Administrator a request for exclusion (“Request for Exclusion”) at least twenty-one (21)  
12 calendar days prior to the date of the Settlement Fairness Hearing. To be valid, a Request for  
13 Exclusion must state: (1) the name, address, and telephone number of the person requesting  
14 exclusion; (2) the number of shares (a) the person purchased or acquired of View or CF II securities  
15 during the Class Period, (b) of CF II Class A common stock the person held on January 27, 2021,  
16 and/or (c) the person purchased or acquired of View securities pursuant to or traceable to the De-  
17 SPAC Registration Statement, and any sales thereof, including the dates of such purchase(s) and/or  
18 sale(s), and the price(s) paid and received for each such purchase(s) and/or sale(s); (3) that the  
19 person “requests exclusion from the Settlement Class in *Mehedi v. View, Inc. et al.*, Case No. 5:21-  
20 cv-06374-BLF (N.D. Cal.)”; and (4) must include the person’s signature. No further opportunity to  
21 request exclusion will be given in this Action. Requests for Exclusion may not be submitted by e-  
22 mail, unless otherwise ordered by the Court.

23 17. All Settlement Class Members shall be bound by all determinations and judgments  
24 in this Action concerning the settlement, including but not limited to the Releases provided for in  
25 the Stipulation, whether favorable or unfavorable, except those who are found by the Court to have  
26 timely and validly requested exclusion from the Settlement Class. The persons and entities who  
27 request exclusion from the Settlement Class will be excluded from the Settlement Class and shall  
28 have no rights under the Stipulation, shall not be entitled to submit any Claim Forms, shall not

1 share in the distribution of the Net Settlement Fund as described in the Stipulation and in the Notice,  
2 and shall not be bound by the Stipulation or the Judgment entered as to Defendants in the Action.

3 18. Any Settlement Class Member who does not timely and validly request exclusion  
4 from the Settlement Class in the manner stated in this Preliminary Approval Order: (a) shall be  
5 deemed to have waived his, her, or its right to be excluded from the Settlement Class; (b) shall be  
6 forever barred from requesting exclusion from the Class in this or any other proceeding; (c) shall  
7 be bound by the provisions of the Stipulation and Settlement and all proceedings.

8 19. **Participation in the Settlement.** Any Settlement Class Member who wishes to be  
9 eligible to participate in the Net Settlement Fund must timely submit a valid Claim Form to the  
10 Claims Administrator, at the Post Office Box indicated in the Notice, postmarked no later than one  
11 hundred and twenty (120) calendar days following the Notice Date. Such deadline may be extended  
12 further by Court order. A Claim Form shall be deemed to have been submitted when postmarked,  
13 if mailed by first class, or registered or certified mail, postage prepaid, addressed in accordance  
14 with the instructions given in the Claim Form. All other Claim Forms shall be deemed to have been  
15 submitted at the time they are actually received by the Claims Administrator. To be valid, a Claim  
16 Form must: (1) be completed in a manner that permits the Claims Administrator to determine the  
17 eligibility of the claim as set forth in the Claim Form; (2) include the Releases by the claimant of  
18 all Released Parties as set forth in the Stipulation; and (3) be signed with an affirmation that the  
19 information is true and correct. As part of the Claim Form, each Settlement Class Member shall  
20 submit to the jurisdiction of the Court with respect to the claim submitted and shall, (subject to the  
21 effectuation of the Settlement reflected in the Stipulation), agree and enter into the Releases as  
22 provided in the Stipulation. All Settlement Class Members who do not submit a valid and timely  
23 Claim Form shall be barred forever from receiving any payments from the Net Settlement Fund,  
24 but will, in all other respects, be subject to and bound by the provisions of the Stipulation and the  
25 Judgment, if entered, whether favorable or unfavorable and whether or not they submit a Claim  
26 Form, unless such persons request exclusion from the Settlement Class in a timely and proper  
27 manner, as provided herein.  
28

1           20. If this Settlement, including any amendment made in accordance with the  
2 Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever,  
3 the Settlement (including any modification thereof) made with the consent of the Parties as  
4 provided for in the Stipulation, and any actions taken or to be taken in connection therewith  
5 (including this Order and any judgment entered herein), shall be terminated and shall become void  
6 and of no further force and effect except as set forth in the Stipulation.

7           21. **Stay and Temporary Injunction.** All proceedings in the Action, other than such  
8 proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby  
9 stayed and suspended until further order of this Court. Pending final determination whether the  
10 Settlement should be approved, Lead Plaintiff and all Settlement Class Members are barred and  
11 enjoined from commencing, prosecuting, continuing, or asserting any action with regards to any of  
12 the Released Plaintiff's Claims against the Defendant Releasees.

13           22. **Settlement Fund.** The contents of the Settlement Fund held by the Escrow Agent  
14 shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the  
15 jurisdiction of the Court until such time as the contents of those funds shall be distributed pursuant  
16 to the Stipulation and/or further order(s) of the Court.

17           23. **Payment of Taxes and Claims Administration Fees and Expenses.** Class  
18 Counsel, or an agent thereof, is authorized and directed to prepare any tax returns and any other tax  
19 reporting for or in respect of the Settlement Fund and to pay from the Settlement Fund any taxes  
20 owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to  
21 taxes and any reporting or filings in respect thereof as contemplated by the Stipulation, without  
22 further order of the Court. The Court authorizes payment out of the Settlement Fund of notice and  
23 administration fees and expenses in accordance with the Stipulation.

24           24. **Use of this Order.** This Preliminary Approval Order, the Settlement, the  
25 Stipulation, the Term Sheet, the Supplemental Agreement, and all negotiations, statements, and  
26 proceedings in connection therewith, shall not, in any event, be construed or deemed to be evidence  
27 of an admission or concession on the part of Lead Plaintiff, any Defendant, any member of the  
28 Settlement Class, or any other person, of any liability or wrongdoing of any nature by them, or any

1 of them, and shall not be offered or received in evidence in any action or proceeding (except an  
2 action to enforce the Stipulation and Settlement contemplated thereby), or be used in any way as  
3 an admission, concession, or evidence of any liability or wrongdoing of any nature, and shall not  
4 be construed as, or deemed to be evidence of, an admission or concession that Lead Plaintiff, David  
5 Sherman, any member of the Settlement Class, or any other person, has or has not suffered any  
6 damage.

7 25. **Supporting Papers.** All motions and papers in support of the Settlement, the Plan  
8 of Allocation, and the request for an award of attorneys' fees and reimbursement of Litigation  
9 Expenses, shall be filed and served no later than thirty-five (35) calendar days before the date  
10 scheduled for the Settlement Fairness Hearing, and all reply briefs in support of said motions shall  
11 be filed and served no later than fourteen (14) calendar days prior to the Settlement Fairness  
12 Hearing.

13 26. The Court retains jurisdiction over this Action to consider all further matters arising  
14 out of or connected with the Settlement reflected in the Stipulation, including enforcement of the  
15 releases provided for in the Stipulation.

16 IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

17  
18  
19 \_\_\_\_\_  
Honorable Beth Labson Freeman  
United States District Judge  
20  
21  
22  
23  
24  
25  
26  
27  
28



# **EXHIBIT A-1**

Laurence D. King (SBN 206423)  
 Blair E. Reed (SBN 316791)  
**KAPLAN FOX & KILSHEIMER LLP**  
 1999 Harrison Street, Suite 1560  
 Oakland, CA 94612  
 Telephone: 415-772-4700  
 Facsimile: 415-772-4707  
 lking@kaplanfox.com  
 breed@kaplanfox.com

*Lead Counsel for Lead Plaintiff Stadium  
 Capital LLC, Plaintiff David Sherman, and  
 the Proposed Settlement Class*

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

ASIF MEHEDI, Individually and on Behalf of  
 All Others Similarly Situated,  
  
 Plaintiff,

v.

VIEW, INC. f/k/a CF FINANCE  
 ACQUISITION CORP. II, RAO MULPURI,  
 VIDUL PRAKASH, HOWARD W.  
 LUTNICK, PAUL PION, ALICE CHAN,  
 ANSHU JAIN, ROBERT J. HOCHBERG,  
 CHARLOTTE S. BLECHMAN, CF  
 FINANCE HOLDINGS II, LLC, CANTOR  
 FITZGERALD & CO., CANTOR  
 FITZGERALD, L.P., and CF GROUP  
 MANAGEMENT, INC.,  
  
 Defendants.

Case No.: 5:21-cv-06374-BLF

**NOTICE OF (I) PENDENCY OF CLASS  
 ACTION AND PROPOSED  
 SETTLEMENT; (II) MOTION FOR AN  
 AWARD OF ATTORNEYS' FEES AND  
 REIMBURSEMENT OF LITIGATION  
 EXPENSES; AND (III) SETTLEMENT  
 FAIRNESS HEARING**

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

**NOTICE OF PENDENCY OF CLASS ACTION AND SETTLEMENT:** Please be advised that your rights may be affected by the above-captioned action ("Action") pending in the United States District Court for the Northern District of California, San Jose Division ("Court") if you: (1) purchased or otherwise acquired View and/or CF II securities between November 30, 2020 and May 10, 2022, inclusive (the "Class Period"); (2) held CF II Class A common stock as of the January 27, 2021 record date (the "Record Date"); or (3) purchased or otherwise acquired View securities pursuant to or traceable to the De-SPAC Registration Statement (the "Settlement Class").<sup>1</sup> Please also be advised that the Court-appointed Lead Plaintiff Stadium Capital LLC

<sup>1</sup> See exclusions to the Settlement Class in paragraph 1, below. All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Settlement dated April \_\_\_, 2025 (the "Stipulation"), which is available on the website for the Settlement at [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com).

1 (“Lead Plaintiff”), on behalf of itself and the Settlement Class has reached a proposed Settlement  
2 of the Action for a total of Eleven Million Dollars (\$11,000,000.00) in cash that, if approved, will  
3 resolve all claims in the Action.

4 **PLEASE READ THIS NOTICE CAREFULLY. It explains important rights you may have,**  
5 **including the possible receipt of cash from the Settlement. If you are a Settlement Class**  
6 **Member, your legal rights will be affected whether or not you act.**

7 **If you have any questions about this Notice, the proposed Settlement, or your eligibility to**  
8 **participate in the Settlement, please do not contact Defendants, their counsel, or the Court.**  
9 **All questions should be directed to Lead Counsel or the Claims Administrator.**

10 1. **Description of the Action and Settlement Class:** This Notice relates to a proposed  
11 Settlement of claims in a pending securities class action lawsuit brought by investors  
12 alleging, among other things, that Defendants View, Inc., f/k/a CF Finance Acquisition  
13 Corp. II and n/k/a/ View Operations, LLC, Rao Mulpuri, Howard W. Lutnick, Paul Pion,  
14 Alice Chan, Anshu Jian, Robert J. Hochberg, Charlotte S. Blechman, CF Finance Holdings  
15 II, LLC, Cantor Fitzgerald & Co., Cantor Fitzgerald, L.P., and CF Group Management,  
16 Inc., and Vidul Prakash (collectively, the “Defendants”), violated the federal securities  
17 laws by, among other things, allegedly making false and misleading statements in View’s  
18 financial statements for fiscal years ending 2019-2020 and certain quarterly financials  
during the Class Period (November 30, 2020 and May 10, 2022, inclusive). The proposed  
Settlement, if approved by the Court, will settle all claims of the Settlement Class in the  
Action. Excluded from the Settlement Class are Defendants; subsidiaries of any entity  
Defendant; the current and/or former officers and directors of any entity Defendant;  
members of the Immediate Family of any Defendant; any Defendant’s successors and  
assigns, in their capacity as such; and any entity in which any Defendant has or had a  
controlling interest. Also excluded from the Settlement Class are persons who solely held  
shares of the privately held common stock and preferred stock of Legacy View outstanding  
prior to closing of the Business Combination, and any persons and entities who timely and  
validly request exclusion from the Settlement Class pursuant to this Notice.

19 2. **Statement of the Settlement Class’s Recovery:** Subject to Court approval, and as  
20 described more fully below, Lead Plaintiff, on behalf of itself and the Settlement Class, has  
21 agreed to settle the Action in exchange for a settlement payment of Eleven Million Dollars  
22 (\$11,000,000.00) in cash (the “Settlement Amount”) to be deposited into an interest-  
23 bearing Escrow Account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any  
24 and all interest earned thereon while in escrow (the “Settlement Fund”) less (i) any Taxes  
25 and Tax Expenses, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses  
awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any service  
awards to named plaintiffs), will be distributed in accordance with a plan of allocation that  
is approved by the Court, which will determine how the Net Settlement Fund shall be  
allocated among members of the Settlement Class. The proposed plan of allocation (the  
“Plan of Allocation”) is set forth on pages 11-20, below.

26 3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiff’s damages  
27 expert’s estimate of the number of shares of the relevant View and CF II securities that  
28 were purchased during the Class Period or held as of the January 27, 2021 record date and  
may have been affected by the conduct alleged in the Action, and assuming that all

Settlement Class Members elect to participate in the Settlement, the estimated average recovery will be approximately \$0.19 per share of stock and \$0.03 per warrant, before deduction of attorneys' fees, costs and expenses awarded by the Court, and the costs of providing notice and administering the Settlement. **Settlement Class Members should note, however, that the foregoing average recovery figures per eligible share are only estimates.** A Settlement Class Member's actual recovery will depend on several things, including: (1) the total number of Claims filed; (2) when and at what price they purchased their securities; (3) whether and when they sold their securities; (4) the amount of Notice and Administration Costs; (5) the amount of attorneys' fees and Litigation Expenses awarded by the Court; and (6) the amount of any service awards to the Lead and named Plaintiffs. Distributions to Settlement Class Members will be made based on the Plan of Allocation set forth below (see pages 11-20 below) or such other plan of allocation as may be ordered by the Court.

4. **Estimate of Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiff was to prevail in the Action. Among other things, Defendants do not agree with the assertion that they engaged in any actionable misconduct under the federal securities laws or that any damages were suffered by any members of the Settlement Class as a result of their conduct.
5. **Attorneys' Fees and Expenses Sought:** Court-appointed Lead Counsel, Kaplan Fox & Kilsheimer LLP ("Lead Counsel") has been prosecuting the Action on a wholly contingent basis, has not received any payment of attorneys' fees for its representation of the Settlement Class, and has advanced substantial funds to pay expenses necessarily incurred in order to prosecute the Action. As set forth in greater detail below, Lead Counsel, among other things: (i) conducted an extensive investigation into the claims; (ii) drafted two detailed amended complaints; (iii) opposed Defendants' motions to dismiss; (iv) engaged experts to evaluate the claims and damages; (v) briefed an independent and experienced mediator; and (vi) engaged in three mediation sessions before reaching an agreement in principle to settle. Lead Counsel will ask the Court to award attorneys' fees in an amount not to exceed thirty-three and one-third percent (33 1/3%) of the Settlement Fund. Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred in connection with the prosecution and resolution of the Action, in an amount not to exceed \$375,000. In addition, Lead Plaintiff and named plaintiff David Sherman will apply for awards under the PSLRA of up to \$10,000 and up to \$2,500, respectively, in reimbursement for the time that they dedicated to the Action. If the Court approves Lead Counsel's fee and expense application, including the service awards to the named plaintiffs, the average cost per affected share of View common stock will be approximately \$0.07, and per affected warrant will be \$0.01. **Please note that these amounts are only an estimates.**
6. **Identification of Attorneys' Representatives:** Lead Plaintiff and the Settlement Class are being represented by Laurence D. King of Kaplan Fox & Kilsheimer LLP, 1999 Harrison Street, Suite 1560, Oakland, CA 94612, lking@kaplanfox.com, and Jason A. Uris of Kaplan Fox & Kilsheimer LLP, 800 Third Avenue, 38th Floor, New York, NY 10022, juris@kaplanfox.com. The contact phone for Mr. King and Mr. Uris is 1-800-290-1952.
7. **Reasons for the Settlement:** Lead Plaintiff's principal reason for entering into the Settlement is the substantial immediate cash benefit for the Settlement Class, without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit must

be considered against the significant risk that a smaller recovery—or, indeed, no recovery at all—might be achieved after a trial of the Action and the likely appeals that would follow a trial, a process that could last many months, or even years, into the future. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement solely to eliminate the uncertainty, burden and expense of further protracted litigation.

#### YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:

**SUBMIT A CLAIM FORM  
ONLINE OR POSTMARKED NO  
LATER THAN \_\_\_\_\_.**

This is the only way to be eligible to receive a payment from the Settlement. If you are a Settlement Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiff's Claims (as defined in paragraph 56 below) that you have against Defendants and the other Defendants' Releasees (as defined in paragraph 55 below), so it is in your interest to submit a Claim Form.

**EXCLUDE YOURSELF FROM  
THE SETTLEMENT CLASS BY  
SUBMITTING A WRITTEN  
REQUEST FOR EXCLUSION SO  
THAT IT IS *RECEIVED* NO  
LATER THAN \_\_\_\_\_.**

If you exclude yourself from the Settlement Class, you will not be eligible to receive any payment from the Settlement Fund. This is the only option that allows you to ever be part of any other lawsuit against the Defendants or the other Defendants' Releasees concerning the claims that were, or could have been, asserted in this Action. It is also the only way for Settlement Class Members to remove themselves from the Settlement Class. If you are considering excluding yourself from the Settlement Class, please note that there is a risk that any new claims asserted against the Defendants may no longer be timely and would be time-barred. *See* paragraph 61 below.

**OBJECT TO THE SETTLEMENT  
BY SUBMITTING A WRITTEN  
OBJECTION SO THAT IT IS  
*RECEIVED* NO LATER  
THAN \_\_\_\_\_.**

If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses and service awards, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, and/or the fee and expense request unless you are a Settlement Class Member and do not exclude yourself from the Settlement Class.

**FILE A NOTICE OF INTENTION  
TO APPEAR SO THAT IT IS  
*RECEIVED* NO LATER THAN  
\_\_\_\_\_, AND APPEAR  
AT THE HEARING ON  
\_\_\_\_\_ AT THE**

Filing a written objection and notice of intention to appear by \_\_\_\_\_ allows you to speak in Court, at the discretion of the Court, about the fairness of the proposed Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees and reimbursement of Litigation Expenses and service awards to named

**YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:**

**UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION, 280 SOUTH 1ST STREET, COURTROOM 3, SAN JOSE, CA 95113.**

plaintiffs. If you submit a written objection, you may (but do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

**DO NOTHING.**

If you are a member of the Settlement Class and you do not submit a Claim Form by \_\_\_\_\_, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

**These rights and options – and the deadlines to exercise them – are further explained in this Notice. Please Note: The date and time of the Settlement Fairness Hearing – currently scheduled for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. – is subject to change without further notice to the Settlement Class. If you plan to attend the hearing, you should check the website \_\_\_\_\_ or contact Lead Counsel as set forth above to confirm that no change to the date and/or time of the hearing has been made.**

**WHAT THIS NOTICE CONTAINS****PAGE**

Why Did I Get This Notice?	Page ____
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What Are Lead Plaintiff's Reasons for the Settlement?	Page ____
What Might Happen If There Were No Settlement?	Page ____
How Much Will My Payment Be?	Page ____
How Are Settlement Class Members Affected by the Action and the Settlement?	Page ____
What Payment Are the Attorneys for the Settlement Class Seeking? How Will the Lawyers Be Paid?	Page ____
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When and Where Will the Court Decide Whether to Approve the Settlement? Do I Have to Come to the Hearing? May I Speak at the Hearing If I Don't Like the Settlement?	Page ____



What If I Bought Eligible View or CF II Securities On Someone Else's Behalf? Page \_\_\_\_  
 Can I See the Court File? Whom Should I Contact If I Have Questions? Page \_\_\_\_

### WHY DID I GET THIS NOTICE?

8. This Notice was sent to you pursuant to an Order of the Court because you, someone in your family, or an investment account for which you serve as custodian may have purchased the securities that are the subject of this Action. As a potential Settlement Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights. If the Court approves the Settlement, RG/2 Claims Administration ("RG/2"), the Claims Administrator retained by Lead Counsel and approved by the Court, will distribute payments pursuant to the Plan of Allocation after any objections and appeals are resolved.
9. This Notice explains the lawsuit, the Settlement, your legal rights, the benefits that are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you that a Settlement has been reached in the Action and how you might be affected. It also is being sent to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys' fees and reimbursement of Litigation Expenses and service awards to the named plaintiffs (the "Settlement Fairness Hearing"). See ¶¶ \_\_\_\_-\_\_\_\_ below for details about the Settlement Hearing, including the date and location of the hearing.
10. 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 Settlement. If the Court approves the Settlement, payments to Authorized Claimants will be made after any appeals are resolved, and after the completion of all claims processing. The claims process could take substantial time to complete fully and fairly; we appreciate your patience.

### WHAT IS THIS CASE ABOUT?

#### **A. Summary of Procedural History and Background on Lead Plaintiff's Claims**

11. This is a securities class action against Defendants for alleged violations of the federal securities laws. Lead Plaintiff alleges that Defendants made material misrepresentations and omissions of material facts in the proxy statement issued in connection with the Business Combination in which CF II "de-SPACed," combining with View to become a single public company. Lead Plaintiff also alleges that Defendants made material misrepresentations and omissions of material facts in other public statements during the Class Period. Defendants deny the allegations of wrongdoing asserted in the Action and deny any liability whatsoever to any members of the Settlement Class.
12. On August 18, 2021, the initial complaint was filed in the Action. In accordance with the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended ("PSLRA"), notice to the public was issued stating the deadline by which putative class

members could move the Court for appointment as lead plaintiff.

13. By Order dated February 8, 2022, the Court appointed Stadium Capital LLC as Lead Plaintiff and Kaplan Fox & Kilsheimer LLP as Lead Counsel.

14. On July 15, 2022, Lead Plaintiff filed the Amended Complaint for Violations of the Federal Securities Laws. On October 6, 2022, Defendants filed motions to dismiss the Amended Complaint. On November 15, 2022, Lead Plaintiff filed its opposition to Defendants' motions to dismiss. After further briefing and oral argument, on May 22, 2023, the Court granted Defendants' motions to dismiss with leave to amend.

15. The Second Amended Complaint for Violations of the Federal Securities Laws ("Second Amended Complaint") was filed on August 21, 2023. The Second Amended Complaint asserts claims against Defendants under Sections 10(b), 14(a), and 20(a) of the Exchange Act on behalf of a class consisting of (i) all persons or entities who purchased or otherwise acquired View and/or CF II securities between November 30, 2020 and November 9, 2021, inclusive and (ii) all persons or entities who were holders of CF II Class A common stock as of the Record Date that were entitled to vote to approve the Business Combination between View and CF II as set forth in the February 16, 2021 Proxy Statement. It alleged that Defendants made materially false and/or misleading statements and failed to disclose material facts about the Company's business, operations, and prospects. Specifically, View's financial statements for fiscal years ending 2019-2020 and certain quarterly periods were materially false and misleading because they failed to disclose, among other things, that View's warranty-related obligations, and the cost of revenue associated with the recognition of those liabilities, excluded expenses View incurred and expected to incur due to significant quality issues related to defective sealing components for its windows. As a result, Defendants' positive statements about the Company's business, operations, and prospects were false and materially misleading.

16. On October 2, 2023, Defendants filed motions to dismiss the Second Amended Complaint. On November 14, 2023, Lead Plaintiff filed its opposition to Defendants' motions to dismiss. ECF No. 185. On December 8, 2023, Defendants filed replies in further support of their motions to dismiss the Second Amended Complaint. On March 14, 2024, the Court held oral argument on Defendants' motions, and on April 9, 2024, the Court issued an order granting Defendants' motions to dismiss the Second Amended Complaint without leave to amend and entered judgment for Defendants.

17. On April 17, 2024, Plaintiffs filed a motion for reconsideration, which Defendants opposed on May 1, 2024. On May 8, 2024, Plaintiffs filed a reply in further support of their motion for reconsideration. On June 12, 2024, the Court granted Plaintiffs' motion and vacated the Judgment. On June 28, 2024, the Court issued an Amended Order on Defendants' motions to dismiss, granting in part and denying in part Defendants' motions. In particular, the Court upheld the Section 14(a) and 20(a) claims for certain Defendants. The Court granted the motion to dismiss for Defendants View, Mulpuri, and Prakash on the 10(b) claim for failure to allege scienter, and with respect to additional defendants on the related 20(a) claim.

18. Following the Court's denial of Defendants' motions to dismiss in part, the Court set an initial case management conference for October 31, 2024. The parties began negotiating a



case schedule and Lead Plaintiff served fifty-seven requests for the production of documents on Defendants on August 5, 2024.

19. On July 12, 2024, Defendants filed a joint motion to certify the Court's Order granting reconsideration for interlocutory appeal pursuant to 28 U.S.C. § 1292(b) and for a stay pending resolution of interlocutory appeal. On July 26, 2024, Lead Plaintiff filed its opposition, and on August 2, 2024, Defendants filed a joint reply. On August 8, 2024, the Court granted Defendants' motion, certifying an interlocutory appeal to the Ninth Circuit and staying the case. On August 12, 2024, Lead Plaintiff filed a motion to lift the stay for the limited purpose of seeking leave to file a surreply. On August 14, 2024, the Court granted Lead Plaintiff's motion and confirmed its August 8, 2024 Order.

20. On August 16, 2024, Defendants filed their petition for permission to appeal with the Ninth Circuit Court of Appeals. On August 28, 2024, Plaintiffs filed an answer opposing Defendants' petition for permission to appeal and a conditional cross-petition. After further briefing, on September 19, 2024, the Ninth Circuit granted Defendants' petition and Plaintiffs' conditional cross-petition.

#### **B. The Parties' Settlement Negotiations**

21. In April of 2024, the Parties agreed to discuss a possible resolution of the Action. To facilitate their negotiations, the Parties scheduled a formal mediation with Greg Danilow of Phillips ADR Enterprises. On May 3, 2024, the parties engaged in a mediation session but did not reach an agreement to settle the Action.

22. On September 23, 2024, the parties engaged in an additional mediation session. In advance of that session, the Parties exchanged comprehensive opening mediation briefs and supporting materials, and submitted additional reply papers and supporting materials. The session ended without any agreement being reached. On January 8, 2025, the Parties conducted a third mediation session, and with the assistance of Mr. Danilow, the Parties agreed to resolve the matter for \$11 million. The agreement's terms were memorialized in a term sheet executed on January 22, 2025.

23. On \_\_\_\_\_, 2025, the Parties entered into the Stipulation, which sets forth the terms and conditions of the Settlement. The Stipulation is available at [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com). The Parties also entered into a confidential Supplemental Agreement, which gives Defendants the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Class in an amount that exceeds an amount agreed to by the Parties.

24. On \_\_\_\_\_, the Court preliminarily approved the Settlement, authorized this Notice to be disseminated to potential Settlement Class Members, and scheduled the Settlement Fairness Hearing to consider whether to grant final approval of the Settlement.

#### **HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

25. If you are a member of the Settlement Class, you are subject to the Settlement unless you are excluded from the Settlement Class as set forth below. The Settlement Class consists of: (1) all persons or entities who purchased or otherwise acquired View and/or CF II securities between November 30, 2020 and May 10, 2022, inclusive (the "Class Period");

(2) all persons or entities who were holders of CF II Class A common stock as of the Record Date that were entitled to vote to approve the Business Combination as set forth in the February 16, 2021 Proxy Statement; and (3) all persons or entities who purchased or otherwise acquired View securities pursuant to or traceable to the De-SPAC Registration Statement. Excluded from the Settlement Class are Defendants; subsidiaries of any entity Defendant; the current and/or former officers and directors of any entity Defendant; members of the Immediate Family of any Defendant; successors and assigns of any Defendant, in their capacity as such; and any entity in which any Defendant has or had a controlling interest. Also excluded from the Settlement Class are persons who solely held shares of the privately held common stock and preferred stock of Legacy View outstanding prior to closing of the Business Combination, and any persons or entities who submit a request for exclusion from the Settlement Class in connection with this Notice.

**PLEASE NOTE: Receipt of this notice does not mean that you are a Settlement Class member or that you will be entitled to receive proceeds from the Settlement.**

**If you are a Settlement Class member and wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Claim Form that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked (or submitted online) no later than**

#### **WHAT ARE LEAD PLAINTIFF'S REASONS FOR THE SETTLEMENT?**

26. The principal reason for Lead Plaintiff's consent to the Settlement is that it provides an immediate and substantial benefit to the Settlement Class, in the form of a substantial monetary recovery. The benefit of the present Settlement must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly many months, or even years, into the future.
27. But for the Settlement, this Action would have continued on interlocutory appeal pursuant to 28 U.S.C. § 1292(b). Had Lead Plaintiff achieved a successful result with respect to the interlocutory appeal, which was not assured, the Action would have proceeded through fact discovery, expert discovery, a motion for class certification, summary judgment motions and, depending on the outcome, trial. The claims advanced by the Settlement Class in the Action involve numerous complex legal and factual issues. If the Action were to proceed to trial, Lead Plaintiff would have to overcome significant defenses asserted by Defendants. Among other things, the Parties disagree about whether Lead Plaintiff or the Settlement Class have suffered any damages, and whether the Settlement Class would be able to prove loss causation. Even after an extensive investigation, questions remain regarding Defendants' liability or the extent thereof, and whether a jury would find them liable. This Settlement enables the Settlement Class to recover without incurring any additional risk or costs.
28. Defendants have expressly denied and continue to deny all assertions of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action. Defendants also continue to believe that the claims asserted against them in the Action are without merit. Defendants have agreed to enter into the Settlement, as embodied in the Stipulation, solely to avoid the uncertainty, burden, and expense of further protracted litigation.

## WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

29. If there were no Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims, neither Lead Plaintiff nor the other members of the Settlement Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses at summary judgment, trial, or on appeal, the Settlement Class likely would recover substantially less than the amount provided in the Settlement, or nothing at all.

## HOW MUCH WILL MY PAYMENT BE?

30. At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Settlement.
31. Pursuant to the Settlement, Defendants have agreed to pay \$11,000,000.00 in cash. The Settlement Amount will be deposited into an interest-bearing Escrow Account. The Settlement Amount plus all interest earned thereon while in escrow is referred to as the "Settlement Fund." If the Settlement is approved by the Court and the Effective Date occurs, the "Net Settlement Fund" (that is, the Settlement Fund less (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any service awards to named plaintiffs) will be distributed to Settlement Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation (as set forth below) or such other plan of allocation as the Court may approve.
32. The Net Settlement Fund will not be distributed until the Court has approved a plan of allocation and the Settlement, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.
33. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court's order or Judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the Plan of Allocation.
34. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.
35. Only Settlement Class Members, *i.e.*, persons and entities who purchased or otherwise acquired View and/or CF II securities between November 30, 2020 and May 10, 2022, inclusive, or who were holders of CF II Class A common stock as of the January 27, 2021 Record Date, and were damaged as a result of such purchases and who or which are not excluded from the Settlement Class, will be eligible to share in the distribution of the Net Settlement Fund.
36. Each Settlement Class Member wishing to participate in the distribution must timely submit a valid Claim Form establishing membership in the Settlement Class, including all required documentation, postmarked (or submitted online) on or before \_\_\_\_\_ to the address set forth in the Claim Form that accompanies

1 this Notice.

2 37. Unless the Court otherwise orders, any Settlement Class Member who fails to submit a  
3 Claim Form postmarked (or submitted online) on or before \_\_\_\_\_ shall be  
4 fully and forever barred from receiving payments pursuant to the Settlement, but will in all  
5 other respects remain a Settlement Class Member and be subject to the provisions of the  
6 Stipulation, including the terms of any Judgment entered and the releases given. This  
7 means that each Settlement Class Member releases the Released Plaintiff's Claims against  
8 the Defendant Releasees and will be barred and enjoined from prosecuting any or all of the  
9 Released Plaintiff's Claims against any of the Defendant Releasees, whether or not such  
10 Settlement Class Member submits a Claim Form.

11 38. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds, the  
12 Claim of any Settlement Class Member. Each Claimant shall be deemed to have submitted  
13 to the jurisdiction of the Court with respect to his, her, or its Claim Form.

### 14 **PROPOSED PLAN OF ALLOCATION**

15 39. The Plan of Allocation set forth below is the plan that is being proposed to the Court for  
16 approval by Lead Plaintiff after consultation with its damages expert. The Court may  
17 approve the Plan of Allocation with or without modification, or approve another plan of  
18 allocation, without further notice to the Settlement Class. Any Orders regarding a  
19 modification of the Plan of Allocation will be posted on the website for the Settlement,  
20 [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com). Defendants have had, and will have, no involvement or  
21 responsibility for the terms or application of the Plan of Allocation.

22 40. The objective of the proposed Plan of Allocation is to equitably distribute the Net  
23 Settlement Fund among those Settlement Class Members who allegedly suffered economic  
24 losses as a result of the alleged violations of the federal securities laws set forth in the  
25 Complaint, as opposed to economic losses caused by market or industry factors or  
26 company-specific factors unrelated thereto. To that end, Lead Plaintiff's damages expert  
27 calculated the estimated amount of alleged artificial inflation in the per share price of View  
28 and CF II common stock and warrants over the course of the Class Period that was  
proximately caused by Defendants' allegedly materially false and misleading  
misrepresentations and omissions. In calculating the estimated artificial inflation allegedly  
caused by those misrepresentations and omissions, Lead Plaintiff's damages expert  
considered price changes in View and CF II securities in reaction to public disclosures that  
allegedly corrected the respective alleged misrepresentations and omissions. The  
calculations made pursuant to the Plan of Allocation, however, do not represent a formal  
damages analysis that has been adjudicated in the Action and are not intended to measure  
the amounts that Settlement Class Members would recover after a trial. Nor are these  
calculations intended to be estimates of the amounts that will be paid to Authorized  
Claimants pursuant to the Settlement. The computations under the Plan of Allocation are  
only a method to weigh the claims of Authorized Claimants against one another for the  
purposes of making *pro rata* allocations of the Net Settlement Fund.

41. For losses to be compensable damages under the federal securities laws, the disclosure of  
the allegedly misrepresented information must be the cause of the investor's loss and

inflation paid at the time of purchase must exceed the inflation at time of sale. Accordingly, to have a “Recognized Loss Amount” pursuant to the Plan of Allocation, View or CF II securities must have been either: (1) purchased during the Class Period and held through at least one of the alleged corrective disclosures that removed artificial inflation related to the alleged fraud, or (2) held on the Record Date and held through at least one of the alleged corrective disclosures. In this case, it is alleged that on August 16, 2021 (after the close of trading), November 9, 2021 (after the close of trading), and May 10, 2022 corrective information was released to the market (“Corrective Disclosure”) and partially removed artificial inflation from the price of View and CF II securities on those dates.

42. Pursuant to this Plan of Allocation, Settlement Class Members may have a claim under Section 10(b) (“10(b) Claims”) and/or Section 14(a) (“14(a) Claims”) of the Securities Exchange Act of 1934.

43. For Section 14(a) Claims, the Plan of Allocation is intended to compensate investors who owned CF II stock or units on January 27, 2021 and held through the issuance of at least one Corrective Disclosure, and have a “Recognized Loss Amount” as described below.

44. For Section 10(b) Claims, the Plan of Allocation is intended to compensate investors who purchased or otherwise acquired CF II and/or View stock, warrants, or units during the Class Period, held through the issuance of at least one Corrective Disclosure, and have a “Recognized Loss Amount” as described below.

### **CALCULATION OF RECOGNIZED LOSS AMOUNTS**

45. A “Recognized Loss Amount” will be calculated as set forth below for each eligible share of View and CF II common stock, warrants, or units 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. The sum of a Claimant’s Recognized Loss Amounts will be the Claimant’s “Recognized Claim.”

#### **I. Calculation of Recognized Loss Amount for Class Members with 14(a) Claims<sup>2</sup>**

For common shares or units of CF II Class A common stock held of record on January 27, 2021:<sup>3</sup>

<sup>2</sup> View, Inc. underwent a 60-for-1 reverse stock split, effective July 26, 2023. All stock prices stated herein reflect historical prices unadjusted for the split.

<sup>3</sup> January 27, 2021 was the ownership “Record Date” for the Special Meeting at which votes were cast on the Business Combination. CF II and Legacy View as set forth in the February 16, 2021 Proxy Statement. In order to have been a record holder on January 27, 2021, securities must have been purchased by January 25, 2021. As a result of the Business Combination, CF II changed its name to View, Inc. (“View”).

CF II’s units, common stock and warrants were historically quoted on Nasdaq under the symbols “CFIIU”, “CFII”, and “CFIIW”, respectively. On March 9, 2021, the common stock and warrants outstanding after the completion of the Business Combination began trading on Nasdaq under the new trading symbols “VIEW” and “VIEWW,” respectively.

In connection with the Closing, all of CF II’s outstanding units separated into their component parts of one share of Class A Common Stock and one-third of one warrant to purchase one share of Class A Common Stock at a price of \$11.50 per share, and CF II’s units ceased trading on Nasdaq.



- 1 A. For Class A common shares held at the end of trading on August 8, 2022, the Recognized  
2 Loss shall be that number of shares multiplied by the lesser of:
- 3 (1) the applicable purchase date artificial inflation per share figure, as found in **Table**  
4 **A**; or  
5 (2) the difference between the purchase price per share and \$1.64.<sup>4</sup>
- 6 B. For Class A common shares sold between May 11, 2022 and August 8, 2022, the  
7 Recognized Loss shall be the lesser of:
- 8 (1) the applicable purchase date artificial inflation per share figure, as found in **Table**  
9 **A**; or  
10 (2) the difference between the purchase price per share and the sales price per share; or  
11 (3) the difference between the purchase price per share and the average closing price  
12 between May 11, 2022 and the date of sale, as found in **Table B**<sup>5</sup>.
- 13 C. For Class A common shares sold between August 17, 2021 and May 10, 2022<sup>6</sup>, the  
14 Recognized Loss shall be that number of shares multiplied by the lesser of:
- 15 (1) the applicable purchase date artificial inflation per share figure less the applicable  
16 sales date artificial inflation per share figure, as found in **Table A**; or  
17 (2) the difference between the purchase price per share and the sales price per share.
- 18 D. For common shares sold prior to August 17, 2021, the Recognized Loss shall be zero.

## 19 **II. Calculation of Recognized Loss Amount for Class Members with 10(b) Claims**

20 <sup>4</sup> Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising under this title in which the plaintiff  
21 seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall  
22 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.” The mean  
(average) closing price of VIEW common stock during the period beginning on May 11, 2022 and ending on August  
8, 2022 was \$1.64 per share.

23 <sup>5</sup> Pursuant to Section 21(D)(e)(2) of the PSLRA, “in any private action arising under this title in which the plaintiff  
24 seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject  
25 security prior to the expiration of the 90-day “lookback period” (May 11, 2022 through August 8, 2022), the plaintiff’s  
26 damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the  
plaintiff for the security and the mean trading price of the security during the period beginning immediately after  
dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff  
sells or repurchases the security.”

27 <sup>6</sup> For shares sold between August 17, 2021 and November 9, 2021, the Recognized Loss shall be multiplied by 0.5 in  
28 recognition of the Court’s finding that loss causation was not pled for shares held through the August 16, 2021  
disclosure that were sold prior to the November 9, 2021 disclosure.

For each common share or unit of CF II / common share of View purchased or otherwise acquired between November 30, 2020 and May 10, 2022:<sup>7</sup>

A. For common shares held at the end of trading on August 8, 2022, the Recognized Loss shall be that number of shares multiplied by the lesser of:

- (1) the applicable purchase date artificial inflation per share figure, as found in **Table A**; or
- (2) the difference between the purchase price per share and \$1.64.

B. For common shares sold between May 11, 2022 and August 8, 2022, the Recognized Loss shall be the lesser of:

- (1) the applicable purchase date artificial inflation per share figure, as found in **Table A**; or
- (2) the difference between the purchase price per share and the sales price per share; or
- (3) the difference between the purchase price per share and the average closing price between May 11, 2022 and the date of sale, as found in **Table B**.

C. For common shares sold between August 17, 2021 and May 10, 2022, the Recognized Loss shall be that number of shares multiplied by the lesser of:

- (1) the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in **Table A**; or
- (2) the difference between the purchase price per share and the sales price per share.

D. For common shares sold prior to August 17, 2021, the Recognized Loss shall be zero.

For each whole CF II or View warrant purchased or otherwise acquired between November 30, 2020 and May 10, 2022:

A. For warrants held at the end of trading on August 8, 2022, the Recognized Loss shall be that number of warrants multiplied by the lesser of:

- (1) the applicable purchase date artificial inflation per share figure, as found in **Table C**; or
- (2) the difference between the purchase price per share and \$0.14.

B. For warrants sold between May 11, 2022 and August 8, 2022, the Recognized Loss shall be the lesser of:

- (1) the applicable purchase date artificial inflation per share figure, as found in **Table C**; or
- (2) the difference between the purchase price per share and the sales price per share; or

<sup>7</sup> Class Members who purchased between November 30, 2020 and January 25, 2021 and who were common shares or unit owners of record on January 27, 2021 will recover only for the loss, if any, calculated pursuant to their 14(a) Claim.

- (3) the difference between the purchase price per share and the average closing price between May 11, 2022 and the date of sale, as found in **Table D**.
- C. For warrants sold between August 17, 2021 and May 10, 2022, the Recognized Loss shall be that number of warrants multiplied by the lesser of:
- (1) the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in **Table C**; or
- (2) the difference between the purchase price per warrant and the sales price per warrant.
- D. For warrants sold prior to August 17, 2021, the Recognized Loss shall be zero.

Recognized Loss Amounts for Class Members with 10(b) Claims determined above will be multiplied by 0.50. Among other factors, in formulating this multiplier, the Class Representatives considered the Court's dismissal of these claims and the particular challenges to being able to establish liability and damages.

CF II / View units purchased during the Class Period (for 10(b) Claims) or held of record on January 27, 2021 (for 14(a) Claims) that were subsequently separated into their component securities prior to or in connection with the Business Combination (i.e., separated into one share of CF II / View stock and one-third of an CF II / View warrant), shall be treated as a purchase of the component securities received upon the separation of such CF II / View units at a purchase price equal to the sum of the closing price of the stock and one-third the closing price of the warrant on the day of the unit purchase.<sup>8</sup> Class Members who held CF II units on January 27, 2021 do not have 14(a) Claims (a Recognized Loss Amount) for the warrant component securities, but may have 14(a) Claims (a Recognized Loss Amount) for the common stock component securities.

**Table A**

Artificial Inflation	
<u>Purchase or Sale Date Range</u>	<u>Per Share</u>
All Section 14(a) Claim Purchases	\$1.85
11/30/2020 – 08/16/2021	\$1.85
08/17/2021 – 11/09/2021	\$0.65
11/10/2021 – 05/10/2022	\$0.08

<sup>8</sup> Units purchased prior to the Class Period that were subsequently separated into their component securities during the Class Period are not securities eligible to participate in the Settlement.



**Table B**

Average Closing Price Between 05/11/2022 and		Average Closing Price Between 05/11/2022 and	
Date of Sale	Date of Sale	Date of Sale	Date of Sale
5/11/2022	\$0.52	6/27/2022	\$1.40
5/12/2022	\$0.49	6/28/2022	\$1.40
5/13/2022	\$0.55	6/29/2022	\$1.40
5/16/2022	\$0.56	6/30/2022	\$1.41
5/17/2022	\$0.58	7/1/2022	\$1.42
5/18/2022	\$0.61	7/5/2022	\$1.43
5/19/2022	\$0.62	7/6/2022	\$1.43
5/20/2022	\$0.62	7/7/2022	\$1.44
5/23/2022	\$0.66	7/8/2022	\$1.45
5/24/2022	\$0.70	7/11/2022	\$1.46
5/25/2022	\$0.73	7/12/2022	\$1.47
5/26/2022	\$0.75	7/13/2022	\$1.47
5/27/2022	\$0.78	7/14/2022	\$1.48
5/31/2022	\$0.82	7/15/2022	\$1.49
6/1/2022	\$0.87	7/18/2022	\$1.50
6/2/2022	\$0.92	7/19/2022	\$1.51
6/3/2022	\$0.95	7/20/2022	\$1.52
6/6/2022	\$0.99	7/21/2022	\$1.52
6/7/2022	\$1.04	7/22/2022	\$1.53
6/8/2022	\$1.07	7/25/2022	\$1.54
6/9/2022	\$1.14	7/26/2022	\$1.54
6/10/2022	\$1.20	7/27/2022	\$1.55
6/13/2022	\$1.23	7/28/2022	\$1.56
6/14/2022	\$1.25	7/29/2022	\$1.58
6/15/2022	\$1.27	8/1/2022	\$1.59
6/16/2022	\$1.29	8/2/2022	\$1.60
6/17/2022	\$1.31	8/3/2022	\$1.61
6/21/2022	\$1.33	8/4/2022	\$1.62
6/22/2022	\$1.35	8/5/2022	\$1.63
6/23/2022	\$1.38	8/8/2022	\$1.64
6/24/2022	\$1.39		

**Table C**

## Artificial Inflation

<u>Purchase or Sale Date Range</u>	<u>Per Share</u>
11/30/2020 – 08/16/2021	\$0.45
08/17/2021 – 11/09/2021	\$0.27
11/10/2021 – 05/10/2022	\$0.10

**Table D**

Average Closing Price Between 05/11/2022 and Date of Sale		Average Closing Price Between 05/11/2022 and Date of Sale	
Date of Sale	Date of Sale	Date of Sale	Date of Sale
5/11/2022	\$0.06	6/27/2022	\$0.16
5/12/2022	\$0.05	6/28/2022	\$0.16
5/13/2022	\$0.07	6/29/2022	\$0.16
5/16/2022	\$0.07	6/30/2022	\$0.16
5/17/2022	\$0.08	7/1/2022	\$0.15
5/18/2022	\$0.09	7/5/2022	\$0.15
5/19/2022	\$0.09	7/6/2022	\$0.15
5/20/2022	\$0.10	7/7/2022	\$0.15
5/23/2022	\$0.10	7/8/2022	\$0.15
5/24/2022	\$0.11	7/11/2022	\$0.15
5/25/2022	\$0.12	7/12/2022	\$0.15
5/26/2022	\$0.12	7/13/2022	\$0.15
5/27/2022	\$0.12	7/14/2022	\$0.15
5/31/2022	\$0.13	7/15/2022	\$0.15
6/1/2022	\$0.13	7/18/2022	\$0.14
6/2/2022	\$0.14	7/19/2022	\$0.14
6/3/2022	\$0.14	7/20/2022	\$0.14
6/6/2022	\$0.15	7/21/2022	\$0.14
6/7/2022	\$0.15	7/22/2022	\$0.14
6/8/2022	\$0.15	7/25/2022	\$0.14
6/9/2022	\$0.16	7/26/2022	\$0.14
6/10/2022	\$0.16	7/27/2022	\$0.14
6/13/2022	\$0.16	7/28/2022	\$0.14
6/14/2022	\$0.16	7/29/2022	\$0.14
6/15/2022	\$0.16	8/1/2022	\$0.14
6/16/2022	\$0.16	8/2/2022	\$0.14
6/17/2022	\$0.16	8/3/2022	\$0.14
6/21/2022	\$0.16	8/4/2022	\$0.14
6/22/2022	\$0.16	8/5/2022	\$0.14
6/23/2022	\$0.16	8/8/2022	\$0.14
6/24/2022	\$0.16		

### ADDITIONAL PROVISIONS

46. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (defined in paragraph 50 below) is \$10.00 or greater.
47. For Class Members who held View and CF II securities at the beginning of the Class Period or made multiple purchases, acquisitions, or sales during the Class Period, the First In, First Out (“FIFO”) method will be applied to such holdings, purchases, acquisitions, and sales for purposes of calculating a claim. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases in chronological order, beginning with the earliest purchase made during the Class Period.
48. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.
49. After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.
50. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff’s damages expert, Defendants, Defendants’ Counsel, any of the other Plaintiff Releasees or Defendant Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Defendants and their respective counsel,

and all other Defendant Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes or Tax Expenses; or any losses incurred in connection therewith.

## **HOW ARE SETTLEMENT CLASS MEMBERS AFFECTED BY THE ACTION AND THE SETTLEMENT?**

51. If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”), which will dismiss with prejudice the claims against Defendants. The Judgment will also provide that, upon the Effective Date of the Settlement, “Plaintiff Releasees” (a) shall have fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiff’s Claim (including any Unknown Claims) against the Defendant Releasees, and shall have covenanted not to sue any Defendant Releasees with respect to any Released Plaintiff’s Claims (including any Unknown Claims); and (b) shall forever be permanently barred, enjoined, and restrained from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or otherwise pursuing either directly or in any capacity, any or all of the Released Plaintiff’s Claims against any of the Defendant Releasees, in any state, federal, or foreign court of law or equity, arbitration tribunal, administration forum, or other forum of any kind.
52. “Plaintiff Releasees” means (i) Lead Plaintiff, its attorneys and all other Settlement Class Members; (ii) the current and former parents, affiliates, subsidiaries, successors, predecessors, assigns, and assignees of each of the foregoing in (i); and (iii) the current and former officers, directors, Immediate Family members, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, agents, affiliates, insurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns and advisors of each of the persons or entities listed in (i) and (ii), in their capacities as such.
53. “Defendant Releasees” means Defendants, and their respective (i) attorneys; (ii) Immediate Family members; (iii) present and former parents, subsidiaries, divisions, joint ventures, related or affiliated entities, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, affiliates, insurers, coinsurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors and associates of each of the foregoing; and (iv) current and former officers, directors, employees, members, partners, principals, agents, controlling shareholders, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, in their capacities as such; and (v) any entity in which any Defendant or any Defendant’s Immediate Family member(s) has or had a controlling interest (directly or indirectly), any estate or trust of which any Defendant is a settlor or which is for the benefit of any Defendant and/or any Defendant’s Immediate Family member(s).
54. “Released Claims” means all Released Defendants’ Claims and all Released Plaintiff’s Claims.

55. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants. “Released Defendants’ Claims” do not include any claims relating to the enforcement of the Settlement.

56. “Released Plaintiff’s Claims” means all claims, causes of action, rights, liabilities, actions, suits, damages, or demands of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether discoverable or undiscoverable, whether contingent or absolute, including those that are concealed or hidden, that any of the Plaintiffs or any member of the Settlement Class: (i) asserted in the Action or (ii) could have asserted in any court or forum that arise out of, are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in the Action and that in any way arise out of, relate to, or are based upon, directly or indirectly, the purchase, acquisition, ownership, disposition, redemption, holding, transfer, sale, or voting of View and/or CF II securities during the Class Period. “Released Plaintiff’s Claims” do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.

57. “Unknown Claims” means any Released Plaintiff’s Claims which any of the Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement, including, but not limited to, whether or not to enter into this Settlement, execute this Stipulation, agree to all the various releases set forth herein, or might have affected his, their, or its decision not to object to the Settlement or to the release of the Released Claims or not to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment or the Alternative Judgment, if applicable, shall have, expressly waived, the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**

**MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
WITH THE DEBTOR OR RELEASED PARTY.**

The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she or it or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiff's Claims or the Released Defendants' Claims, but, upon the Effective Date, any Released Claims based upon those facts shall be barred by operation of the Judgment or the Alternative Judgment, if applicable, without regard to the subsequent discovery or existence of such different or additional facts. Each of Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of the Judgment or the Alternative Judgment, if applicable, to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE SETTLEMENT CLASS  
SEEKING? HOW WILL THE LAWYERS BE PAID?**

58. Lead Counsel has not received any payment for their services in pursuing claims against the Defendants on behalf of the Settlement Class, nor has Lead Counsel been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed thirty-three and one third (33 1/3 %) of the Settlement Fund. At the same time, Lead Counsel also intends to apply for the reimbursement of Litigation Expenses incurred in an amount not to exceed \$375,000.00. In addition, Lead Plaintiff and named plaintiff David Sherman will apply for awards under the PSLRA for Lead Plaintiff of up to \$10,000.00 and for plaintiff David Sherman of up to \$2,500.00 in reimbursement for the time that Plaintiffs dedicated to the Action. The Court will determine the amount of any award of attorneys' fees or reimbursement of Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

**WHAT IF I DO NOT WANT TO BE A MEMBER OF THE SETTLEMENT CLASS?  
HOW DO I EXCLUDE MYSELF?**

59. Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, whether favorable or unfavorable, unless such person or entity mails or delivers a written request for exclusion addressed to: *Mehedi v. View, Inc., et. al.*, c/o RG/2, P.O. Box 59479, Philadelphia, PA 19102-9479. The request for exclusion must be received no later than \_\_\_\_\_. You will not be able to exclude yourself from the Settlement Class after that date.
60. Each request for exclusion must state: (1) the name, address, and telephone number of the person requesting exclusion; (2) the person's purchases of View or CF II common stock during the Class Period, holdings of CF II Class A common stock on January 27, 2021, and purchases of View securities pursuant to or traceable to the De-SPAC Registration Statement, and any sales thereof, including the dates, the number of shares, and price(s) paid and received for each such purchase or sale; (3) a clear and unambiguous statement that the person wishes to be excluded from the Settlement Class; and (4) must include the person's signature. A request for exclusion shall not be valid and effective unless it



provides all of this information and is received within the time stated above, or is otherwise accepted by the Court.

61. If you do not want to be part of the Settlement Class, you must follow these instructions for exclusion even if you have pending, or later file, another lawsuit, arbitration, or other proceeding relating to any Released Plaintiff's Claim against any of the Defendants' Releasees. Excluding yourself from the Settlement Class is the only option that allows you to be part of any other current or future lawsuit against Defendants or any of the other Defendants' Releasees concerning the Released Plaintiff's Claims. Please note, however, if you decide to exclude yourself from the Settlement Class, you may be time-barred from asserting the claims covered by the Action by a statute of repose. In addition, Defendants and the other Defendants' Releasees will have the right to assert any and all defenses they may have to any claims that you may seek to assert.
62. If you ask to be excluded from the Settlement Class, you will not be eligible to receive any payment out of the Net Settlement Fund.
63. Defendants have the right to terminate the Settlement if valid requests for exclusion are received from persons and entities entitled to be members of the Settlement Class in an amount that exceeds an amount agreed to by Lead Plaintiff and Defendants.

#### HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

64. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Settlement Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked (if mailed), or submitted online at [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com), no later than \_\_\_\_\_**. A Claim Form is included with this Notice, or you may obtain one from the website for the Settlement, \_\_\_\_\_, or you may request that a Claim Form be mailed to you by calling the Claims Administrator, RG/2, toll-free at 1-866-742-4955. **Please retain all records of your ownership of and transactions in View and CF II securities, as they may be needed to document your Claim.** If you are excluded from the Settlement Class by definition or you submit a request for exclusion in connection with this Notice, or if you do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.
65. As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?," below.
66. If you are a Settlement Class Member and you wish to object to the Settlement, the proposed Plan of Allocation, or the application for attorneys' fees and reimbursement of Litigation Expenses or the service awards for named plaintiffs, you may present your objections by following the instructions in the section entitled, "When and Where Will the Court Decide Whether to Approve the Settlement?" below.

**WHEN AND WHERE WILL THE COURT DECIDE  
WHETHER TO APPROVE THE SETTLEMENT?  
DO I HAVE TO COME TO THE HEARING?  
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

67. Settlement Class Members do not need to attend the Settlement Fairness Hearing. The Court will consider any submission made in accordance with the provisions below even if a Settlement Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Fairness Hearing.
68. Please Note: The date and time of the Settlement Hearing may change without further written notice to the Settlement Class. **In order to determine whether the date and time of the Settlement Hearing have changed, it is important that you monitor the Court's docket in the Action through the Federal Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov> or the Settlement website, [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com).**
69. The Settlement Fairness Hearing will be held on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. before the Honorable Beth Labson Freeman, at the United States District Court for the Northern District of California, San Jose Courthouse, Courtroom 3 – 5th Floor, 280 South 1st Street, San Jose, CA 95113. At the Settlement Hearing, the Court will consider: (a) whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class, and should be finally approved; (b) whether a Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (c) whether the Settlement Class should be certified for purposes of the Settlement; (d) whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (e) whether the motion by Lead Counsel for attorneys' fees and Litigation Expenses should be approved and service awards paid to named plaintiffs; and (f) other matters that may properly be brought before the Court in connection with the Settlement. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Settlement Class.
70. You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the proposed Settlement. If the Court denies approval, no settlement payments will be sent out, and the lawsuit will continue. If that is what you want to happen, and you are a Settlement Class Member who is not requesting exclusion from the Settlement Class, you should object. Objections must be in writing. All written objections and supporting papers must (a) clearly identify the case name and number (*Mehedi v. View, Inc., et. al.*, Case No. 5:21-cv-06374-BLF), (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Northern District of California or by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Jose Division, 280 South 1<sup>st</sup> Street, Room 2112, San Jose, CA 95113, and (c) be filed or postmarked on or before \_\_\_\_\_.
71. Any objection to the Settlement must include: (1) the name, address, and telephone number of the person objecting, signed by the objector; (2) a statement of such person's objections to any matters before the Court concerning the Settlement and whether the objection



applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (3) the grounds therefore or the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider; (4) whether that person intends to present any witnesses and/or experts, the identity of any such witnesses and/or experts, and the nature of the testimony; and (5) proof of the person's membership in the Settlement Class, which proof shall include the person's purchases of View or CF II common stock, warrants, or units during the Class Period, holdings of CF II Class A common stock on January 27, 2021, and/or purchases of View securities pursuant to or traceable to the De-SPAC Registration Statement and any sales of any of these securities, including the dates, the number of shares, and price(s) paid and received for each such purchase or sale.

72. You may file a written objection without having to appear at the Settlement Fairness Hearing. You may not, however, appear at the Settlement Fairness Hearing to present your objection unless you first filed a written objection in accordance with the procedures described above, unless the Court orders otherwise.

73. If you wish to be heard orally at the Settlement Fairness Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or the motion for an award of attorneys' fees and reimbursement of Litigation Expenses, and if you file and serve a timely written objection as described above, you must also file a notice of appearance with the Clerk's Office so that it is *received* on or before \_\_\_\_\_. Persons who intend to object and desire to present evidence at the Settlement Fairness Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify, the nature of the testimony, and any exhibits they intend to introduce into evidence at the Settlement Hearing. Such persons may be heard orally at the discretion of the Court.

74. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Fairness Hearing. If you decide to hire an attorney, however, it will be at your own expense and that attorney must file a notice of appearance with the Court so that the notice is *received* on or before \_\_\_\_\_.

75. The Settlement Fairness Hearing may be adjourned by the Court without further written notice to the Settlement Class. If you intend to attend the Settlement Fairness Hearing, you should confirm the date and time with Lead Counsel.

76. **Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.**

#### **WHAT IF I BOUGHT OR HELD ELIGIBLE VIEW OR CF II SECURITIES ON SOMEONE ELSE'S BEHALF?**

77. If, for the beneficial interest of any person or entity other than yourself, you: (1) purchased or otherwise acquired View and/or CF II securities between November 30, 2020 and May 10, 2022, inclusive; (2) held CF II Class A common stock as of the January 27, 2021 Record Date; or (3) purchased or otherwise acquired View securities pursuant to or traceable to the

De-SPAC Registration Statement, you must either: (i) within ten (10) calendar days of receipt of this Notice, request from the Claims Administrator sufficient copies of the Notice and Claim Form (the “Notice Packet”)<sup>9</sup> to forward to all such beneficial owners, and within ten (10) calendar days of receipt of those Notice Packets, forward them to all such beneficial owners; or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *Mehedi v. View, Inc., et. al.*, c/o RG/2, P.O. Box 59479, Philadelphia, PA 19102-9479 within ten (10) calendar days after receipt of the Notice, in which event the Claims Administrator shall mail the Notice Packet to such beneficial owners within ten (10) calendar days after receipt thereof.

78. If you choose the first option, *i.e.*, you elect to mail the Notice Packet directly to beneficial owners, you must retain the mailing records for use in connection with any further notices that may be provided in the Action. Upon mailing the Notice Packets, 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.

79. If you choose the second option, *i.e.*, to have the Claims Administrator mail the Notice Packets to the beneficial owners, upon full compliance with the directions above, you may seek reimbursement of your reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting such expenses.

**CAN I SEE THE COURT FILE?  
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

80. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the proposed Settlement, please see the Stipulation, which is available at [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com), or by contacting Lead Counsel at the address provided below, by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (“PACER”) system at <https://ecf.canduscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. All inquiries concerning this Notice or the Claim Form should be directed to the Claims Administrator or Lead Counsel. Lead Counsel may be contacted at the following addresses and telephone number:

<sup>9</sup> Copies of the Notice Packet may also be obtained from the website for this Action, [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com), or by calling the Claims Administrator toll-free at 1-866-742-4955.

**KAPLAN FOX & KILSHEIMER LLP**

Laurence D. King  
1999 Harrison Street, Suite 1501  
Oakland, CA 94612

Jason A. Uris  
800 Third Avenue, 38<sup>th</sup> Floor  
New York, NY 10022

1-800-290-1952

**PLEASE DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK  
OF COURT, DEFENDANTS OR THEIR COUNSEL ABOUT THIS SETTLEMENT OR  
THE CLAIM PROCESS.**

Dated: \_\_\_\_\_, 2025

By Order of the Clerk of Court  
United States District Court

# **EXHIBIT A-2**

Laurence D. King (SBN 206423)  
Blair E. Reed (SBN 316791)  
**KAPLAN FOX & KILSHEIMER LLP**  
1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
Telephone: 415-772-4700  
Facsimile: 415-772-4707  
lking@kaplanfox.com  
breed@kaplanfox.com

*Lead Counsel for Lead Plaintiff Stadium  
Capital LLC, Plaintiff David Sherman, and  
the Proposed Settlement Class*

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

ASIF MEHEDI, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff,

v.

VIEW, INC. f/k/a CF FINANCE  
ACQUISITION CORP. II, RAO MULPURI,  
VIDUL PRAKASH, HOWARD W.  
LUTNICK, PAUL PION, ALICE CHAN,  
ANSHU JAIN, ROBERT J. HOCHBERG,  
CHARLOTTE S. BLECHMAN, CF  
FINANCE HOLDINGS II, LLC, CANTOR  
FITZGERALD & CO., CANTOR  
FITZGERALD, L.P., AND CF GROUP  
MANAGEMENT, INC.,

Defendants.

Case No.: 5:21-cv-06374-BLF

**PROOF OF CLAIM AND RELEASE**

**Deadline for Submission:** \_\_\_\_\_

If you (1) purchased or otherwise acquired View and/or CF II securities between November 30, 2020 and May 10, 2022, inclusive (the "Class Period"); or (2) held CF II Class A common stock as of the January 27, 2021 record date (the "Record Date") that was entitled to vote to approve the Business Combination between View and CF II as set forth in the February 16, 2021 Proxy Statement; or (3) purchased or otherwise acquired View securities pursuant to or traceable to the De-SPAC Registration Statement, you are a member of the Settlement Class and you could get a payment from a class action settlement.

IF YOU ARE A SETTLEMENT CLASS MEMBER, IN ORDER TO BE ELIGIBLE TO RECEIVE A SHARE OF THE NET SETTLEMENT FUND IN CONNECTION WITH THE PROPOSED SETTLEMENT, YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND RELEASE ("CLAIM FORM") AND MAIL IT BY FIRST CLASS MAIL TO THE BELOW ADDRESS, OR SUBMIT IT ONLINE AT [WWW.VIEWSECURITIESLITIGATION.COM](http://WWW.VIEWSECURITIESLITIGATION.COM),

**POSTMARKED (OR RECEIVED) NO LATER THAN \_\_\_\_\_, 2025:**

*Mehedi v. View, Inc., et. al.*  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

YOUR FAILURE TO SUBMIT YOUR CLAIM FORM BY \_\_\_\_\_, 2025, WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR FROM BEING ELIGIBLE TO RECEIVE ANY MONEY IN CONNECTION WITH THE SETTLEMENT OF THIS ACTION. DO NOT MAIL OR DELIVER YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES TO THE ACTION OR THEIR COUNSEL AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SUBMIT YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR AT THE ADDRESS ABOVE, OR ONLINE AT WWW.VIEWSECURITIESLITIGATION.COM.

### **GENERAL INSTRUCTIONS**

1. This Claim Form is directed to members of the Settlement Class, as defined in the accompanying Notice. Certain persons and entities are excluded from the Settlement Class by definition as set forth in ¶1 of the Notice.

2. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Notice. IF YOU ARE NOT A SETTLEMENT CLASS MEMBER, OR IF YOU SUBMITTED A REQUEST FOR EXCLUSION FROM THE SETTLEMENT CLASS, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT. THUS, IF YOU ARE EXCLUDED FROM THE SETTLEMENT CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

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

5. Use “Part II – Transactions & Holdings in View and/or CF II Securities” to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of the relevant View and/or CF II securities. On this schedule, please provide all of the requested information with respect to your holdings, purchases, and sales of the specified View and/or CF II securities, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of the relevant View and/or CF II securities set forth in Part II of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the

1 transactional and holding information found in a broker confirmation slip or account statement. The  
2 Parties and the Claims Administrator do not independently have information about your  
3 investments in View and/or CF II securities. IF SUCH DOCUMENTS ARE NOT IN YOUR  
4 POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT  
5 DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION  
6 MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL  
7 DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator.  
8 Also, do not highlight any portion of the Claim Form or any supporting documents.

6 7. All joint beneficial owners each must sign this Claim Form and their names must  
7 appear as "Claimants" in Part I of this Claim Form. The complete name(s) of the beneficial owner(s)  
8 must be entered. If you purchased View and/or CF II securities and held the shares in your name,  
9 you are the beneficial owner as well as the record owner. If you purchased View and/or CF II  
10 securities and the shares were registered in the name of a third party, such as a nominee or brokerage  
11 firm, you are the beneficial owner of these shares, but the third party is the record owner. The  
12 beneficial owner, not the record owner, must sign this Claim Form.

11 8. One Claim Form should be submitted for each separate legal entity. Separate Claim  
12 Forms should be submitted for each separate legal entity (e.g., a claim from joint owners should  
13 not include separate transactions of just one of the joint owners, and an individual should not  
14 combine his or her IRA transactions with transactions made solely in the individual's name).  
15 Conversely, a single Claim Form should be submitted on behalf of one legal entity including all  
16 transactions made by that entity on one Claim Form, no matter how many separate accounts that  
17 entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made  
18 in all accounts on one Claim Form).

16 9. Agents, executors, administrators, guardians, and trustees must complete and sign the  
17 Claim Form on behalf of persons or entities represented by them, and they must:

17 (a) expressly state the capacity in which they are acting;

18 (b) identify the name, account number, last four digits of the Social Security Number  
19 (or Taxpayer Identification Number), address, and telephone number of the  
20 beneficial owner of (or other person or entity on whose behalf they are acting with  
21 respect to) the View and/or CF II securities; and

21 (c) furnish herewith evidence of their authority to bind to the Claim Form the person  
22 or entity on whose behalf they are acting. (Authority to complete and sign a Claim  
23 Form cannot be established by stockbrokers demonstrating only that they have  
24 discretionary authority to trade securities in another person's accounts.)

24 10. If you have questions concerning the Claim Form, or need additional copies of the  
25 Claim Form or the Notice, you may contact the Claims Administrator, RG/2 Claims  
26 Administration, at the above address, by email at [info@rg2claims.com](mailto:info@rg2claims.com), or by toll-free phone at 1-  
27 866-742-4955, or you can visit the website maintained by the Claims Administrator,  
28 [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com), where copies of the Claim Form and Notice are available for  
downloading.

**NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Claim Form listing all their transactions whether or not they also submit electronic copies. If you wish to file your claim electronically, you must contact the Claims Administrator at info@rg2claims.com, or visit the website for the Settlement at www.viewsecuritieslitigation.com to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

**PART I - CLAIMANT INFORMATION**

Beneficial Owner's First Name	MI	Beneficial Owner's Last Name
Co-Beneficial Owner's First Name	MI	Co-Beneficial Owner's Last Name
Entity Name (if claimant is not an individual)		
Representative or Custodian Name (if different from Beneficial Owner(s) listed above)		
Address 1:		
Address 2:		
City	State	ZIP
Foreign Province	Foreign Country	
Day Phone	Evening Phone	
Email Address		
Account Number:		

Specify one of the following:

- ☐ Individual(s)
 ☐ Corporation
 ☐ UGMA Custodian
 ☐ IRA
 ☐ Partnership
 ☐ Estate
 ☐ Trust
 ☐ Other:

Enter Taxpayer Identification Number below for the Beneficial Owner(s).

Social Security No. (for individuals)      or      Taxpayer Identification No.  
(for estates, trusts, corporations, etc.)



**PART II - TRANSACTIONS IN VIEW AND/OR CF II SECURITIES**

**Complete this Part II if and only if you purchased View and/or CF II common stock, warrants, or units during the period from November 30, 2020 through May 10, 2022, inclusive, or held CF II Class A common stock on the Record Date (January 27, 2021).**

**A. CF II Class A Common Stock Holdings On January 27, 2021:**

State the total number of shares held of CF II Class A common stock as of the January 27, 2021 Record Date (*must be documented*). If none, write "zero" or "0."

--

**B. Beginning Holdings of View and/or CF II Securities:**

State the total number of shares of View and/or CF II common stock, warrants, or units owned at the opening of trading on November 30, 2020, long or short (*must be documented*). If none, write "zero" or "0."

<b>Stock:</b>	<b>Warrants:</b>	<b>Units:</b>

**C. Purchases From November 30, 2020 Through May 10, 2022, Inclusive:**

Separately list each purchase (including free receipts) of View and/or CF II common stock, warrants, or units from the opening of trading on November 30, 2020 through May 10, 2022, inclusive, and provide the following information (*must be documented*):

Trade Date (List Chronologically) (Month/Day/Year)	Type of Security Stock (S) Warrants (W) Units (U)	Number of Securities Purchased or Acquired	Price Per Share, Warrant, or Unit	Total Cost (Excluding Commissions, Taxes, and Fees)	Transaction Type (P/R)*
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

\*P – Purchase, R – Received (Transfer-In)

**D. Purchases From May 11, 2022 Through August 8, 2022, Inclusive:**

State the total number of shares of View and/or CF II common stock, warrants, or units purchased from after the opening of trading on May 11, 2022 through the close of trading on August 8, 2022 (*must be documented*). If none, write “zero” or “0.”<sup>1</sup>

<b>Stock:</b>	<b>Warrants:</b>	<b>Units:</b>

**E. Sales From November 30, 2020 Through August 8, 2022, Inclusive:**

Separately list each sale/disposition (including free deliveries) of View and/or CF II common stock, warrants, or units during the period from November 30, 2020 through August 8, 2022, inclusive and provide the following information (*must be documented*):

<b>Trade Date (List Chronologically) (Month/Day/Year)</b>	<b>Type of Security Stock (S) Warrants (W) Units (U)</b>	<b>Number of Securities Sold</b>	<b>Price Per Share, Warrant, or Unit</b>	<b>Total Amount Received (Excluding Commissions, Taxes, and Fees)</b>	<b>Transaction Type (S/D)*</b>
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	
			\$	\$	

\*S – Sale, D – Disposition (Transfer-Out)

<sup>1</sup> Please note: Information requested with respect to your purchases of View and/or CF II common stock from after the opening of trading on May 11, 2022 through the close of trading on August 8, 2022 is needed in order to perform the necessary calculations for your claim; purchases during this period, however, are not eligible transactions and will not be used for purposes of calculating Recognized Loss Amounts pursuant to the Plan of Allocation.

**F. Ending Holdings of View and/or CF II Securities:**

State the total number of View and/or CF II common stock shares, warrants, and/or units owned at the close of trading on August 8, 2022, long or short (*must be documented*).

Stock:	Warrants:	Units:

If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification number at the top of each sheet.

**RELEASE**

1. By signing and submitting the Claim Form, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever compromise, settle, release, resolve, relinquish, waive and discharge each and every Released Plaintiff's Claim (including any Unknown Claims) against the Defendant Releasees, and covenant not to sue any Defendant Releasees with respect to any Released Plaintiff's Claims (including any Unknown Claims). I (we) hereby acknowledge that I (we) will forever be permanently barred, enjoined, and restrained from commencing, instituting, asserting, maintaining, enforcing, prosecuting, or otherwise pursuing either directly or in any capacity, any or all of the Released Plaintiff's Claims against any of the Defendant Releasees, in any state, federal, or foreign court of law or equity, arbitration tribunal, administration forum, or other forum of any kind.
2. "Defendant Releasees" means Defendants, and their respective (i) attorneys; (ii) Immediate Family members; (iii) present and former parents, subsidiaries, divisions, joint ventures, related or affiliated entities, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, affiliates, insurers, coinsurers, reinsurers, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, advisors and associates of each of the foregoing; and (iv) current and former officers, directors, employees, members, partners, principals, agents, controlling shareholders, accountants, auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, in their capacities as such; and (v) any entity in which any Defendant or any Defendant's Immediate Family member(s) has or had a controlling interest (directly or indirectly), any estate or trust of which any Defendant is a settlor or which is for the benefit of any Defendant and/or any Defendant's Immediate Family member(s).
3. "Released Plaintiff's Claims" means all claims, causes of action, rights, liabilities, actions, suits, damages, or demands of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether discoverable or undiscoverable, whether contingent or absolute, including those that are concealed or hidden, that any of the Plaintiffs or any member of the Settlement Class: (i) asserted in the Action or (ii) could have asserted in any court or forum that arise out of, are based upon the allegations, transactions, facts, matters or occurrences, representations, or omissions set forth in the Action and that in any way arise out of, relate to, or are based upon, directly or indirectly, the purchase, acquisition, ownership, disposition, redemption, holding, transfer, sale, or voting of View and/or CF II securities during the Class Period. "Released Plaintiff's Claims" do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims of any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the Court.
4. "Unknown Claims" means any Released Plaintiff's Claims which any of the Plaintiffs or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his or its favor at the time of the release of

such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement, including, but not limited to, whether or not to enter into this Settlement, execute this Stipulation, agree to all the various releases set forth herein, or might have affected his, their, or its decision not to object to the Settlement or to the release of the Released Claims or not to exclude himself, herself, or itself from the Settlement Class. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment or the Alternative Judgment, if applicable, shall have, expressly waived, the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she or it or their counsel now knows or believes to be true with respect to the subject matter of the Released Plaintiff's Claims or the Released Defendants' Claims, but, upon the Effective Date, any Released Claims based upon those facts shall be barred by operation of the Judgment or the Alternative Judgment, if applicable, without regard to the subsequent discovery or existence of such different or additional facts. Each of Plaintiffs and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of the Judgment or the Alternative Judgment, if applicable, to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

5. "Action" means *Mehedi v. View, Inc. f/k/a/ CF Finance Acquisition Corp. II, et al.*, No. 5:21-cv-06374-BLF (N.D. Cal.).

**CERTIFICATION**

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the Releases contained herein and in the Notice and certifies (certify) as follows:

1. I (we) purchased View and/or CF II securities and was (were) damaged thereby.
2. By submitting this Claim Form, I (we) state that I (we) believe in good faith that I am (we are) a Settlement Class Member as defined above and in the Notice, or am (are) acting for such person(s); that I am (we are) not a Defendant in the Action or anyone excluded from the Settlement Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund, as defined in the

1 Notice; that I (we) elect to participate in the proposed Settlement described in the Notice;  
2 and that I (we) have not filed a request for exclusion.

- 3 3. I (we) consent to the jurisdiction of the Court with respect to all questions concerning the  
4 validity of this Claim Form. I (we) understand and agree that my (our) claim may be subject  
5 to investigation and discovery under the Federal Rules of Civil Procedure, provided that  
6 such investigation and discovery shall be limited to my (our) status as a Settlement Class  
7 Member(s) and the validity and amount of my (our) claim. No discovery shall be allowed  
8 on the merits of the Action or Settlement in connection with processing of the Claim Form.
- 9 4. I (we) have set forth where requested above all relevant information with respect to each  
10 purchase of View and/or CF II securities during the Class Period, and each sale, if any, as  
11 well as my(our) holdings as requested. I (we) agree to furnish additional information to the  
12 Claims Administrator to support this claim if requested to do so.
- 13 5. I (we) have enclosed photocopies of confirmation slips, account statements, or other  
14 documents evidencing each purchase, sale or retention of View and/or CF II securities listed  
15 above in support of our claim.
- 16 6. I (we) understand that the information contained in this Claim Form is subject to such  
17 verification as the Claims Administrator may request or as the Court may direct, and I (we)  
18 agree to cooperate in any such verification. (The information requested herein is designed  
19 to provide the minimum amount of information necessary to process most simple claims.  
20 The Claims Administrator may request additional information as required to efficiently and  
21 reliably calculate your recognized claim. In some cases, the Claims Administrator may  
22 condition acceptance of the claim based upon the production of additional information,  
23 including, where applicable, information concerning transactions in any derivatives  
24 securities such as options.)
- 25 7. Upon the occurrence of the Effective Date, as defined in the Notice, I (we) agree and  
26 acknowledge that my (our) signature(s) hereto shall effect and constitute a full and complete  
27 release, remise and discharge by me (us) and my (our) heirs, executors, administrators,  
28 predecessors, successors and assigns (or, if I am (we are) submitting this Claim Form on  
behalf of a corporation, a partnership, estate or one or more other persons, by it, him, her or  
them, and by its, his, her or their heirs, executors, administrators, predecessors, successors  
and assigns) of each of the "Plaintiff Releasees", as defined in the Notice.
8. I (We) warrant and represent that I (We) have not assigned or transferred or purported to  
assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release  
or any other part of portion hereof.
9. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions  
of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (We are) exempt  
from backup withholding, or (b) I (We) have not been notified by the I.R.S. that I am (we  
are) subject to backup withholding as a result of a failure to report all interest or dividends,  
or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup  
withholding.

NOTE: If you have been notified by the I.R.S. that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS PROOF OF CLAIM AND RELEASE IS TRUE, CORRECT AND COMPLETE.

Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

(Signature)

(Signature)

(Capacity of person(s) signing, e.g. beneficial purchaser(s), executor, administrator, trustee, etc.)

Date: \_\_\_\_\_

**THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, OR SUBMITTED ONLINE AT WWW.VIEWSECURITIESLITIGATION.COM, POSTMARKED (OR RECEIVED) NO LATER THAN \_\_\_\_\_, 2025. IF MAILED, THE CLAIMS FORM SHOULD BE ADDRESSED TO:**

*Mehedi v. View, Inc., et. al.*  
c/o RG/2 Claims Administration  
P.O. Box 59479  
Philadelphia, PA 19102-9479

If mailed, a Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by \_\_\_\_\_, 2025, and if a postmark is indicated on the envelope and it is mailed first class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.



### REMINDER CHECKLIST

- Please be sure to sign this Claim Form. If this Claim Form is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the Claim Form or any supporting documents.
- If you move after submitting this Claim Form, please notify the Claims Administrator of the change in your address.

# **EXHIBIT A-3**

Laurence D. King (SBN 206423)  
Blair E. Reed (SBN 316791)  
**KAPLAN FOX & KILSHEIMER LLP**  
1999 Harrison Street, Suite 1560  
Oakland, CA 94612  
Telephone: 415-772-4700  
Facsimile: 415-772-4707  
lking@kaplanfox.com  
breed@kaplanfox.com

*Lead Counsel for Lead Plaintiff Stadium  
Capital LLC, Plaintiff David Sherman, and the  
Proposed Settlement Class*

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

ASIF MEHEDI, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiff,

v.

VIEW, INC. f/k/a CF FINANCE  
ACQUISITION CORP. II, RAO MULPURI,  
VIDUL PRAKASH, HOWARD W.  
LUTNICK, PAUL PION, ALICE CHAN,  
ANSHU JAIN, ROBERT J. HOCHBERG,  
CHARLOTTE S. BLECHMAN, CF  
FINANCE HOLDINGS II, LLC, CANTOR  
FITZGERALD & CO., CANTOR  
FITZGERALD, L.P., AND CF GROUP  
MANAGEMENT, INC.,

Defendants.

Case No.: 5:21-cv-06374-BLF

**SUMMARY NOTICE OF (I) PENDENCY  
OF CLASS ACTION AND PROPOSED  
SETTLEMENT; (II) MOTION FOR AN  
AWARD OF ATTORNEYS' FEES AND  
REIMBURSEMENT OF LITIGATION  
EXPENSES; AND (III) SETTLEMENT  
FAIRNESS HEARING**

**TO:** (1) ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED VIEW AND/OR CF II SECURITIES BETWEEN NOVEMBER 30, 2020 AND MAY 10, 2022, INCLUSIVE (THE "CLASS PERIOD"); (2) ALL PERSONS OR ENTITIES WHO WERE HOLDERS OF CF II CLASS A COMMON STOCK AS OF THE JANUARY 27, 2021 RECORD DATE (THE "RECORD DATE") THAT WERE ENTITLED TO VOTE TO APPROVE THE BUSINESS COMBINATION BETWEEN VIEW AND CF II AS SET FORTH IN THE FEBRUARY 16, 2021 PROXY STATEMENT; AND (3) ALL PERSONS OR ENTITIES WHO PURCHASED OR OTHERWISE ACQUIRED VIEW SECURITIES PURSUANT TO OR TRACEABLE TO THE DE-SPAC REGISTRATION STATEMENT.

Certain persons and entities are excluded from the Settlement Class as set forth in the Stipulation and Agreement of Settlement dated \_\_\_\_\_, 2025 ("Stipulation") and the Notice described below.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of California, San Jose Division ("Court"), that the above-captioned action ("Action") has been provisionally certified as a class action for the purposes of settlement only and that the parties to the Action have reached a proposed settlement of the Action ("Settlement"). A hearing will be held on \_\_\_\_\_, 2025 at \_\_\_\_\_ a.m./p.m. before the Honorable Beth Labson Freeman, at the United States District Court for the Northern District of California, San Jose Courthouse, Courtroom 3 – 5th Floor, 280 South 1st Street, San Jose, CA 95113. At the Settlement Hearing, the Court will consider: a) whether the proposed Settlement of the claims alleged in the Action for Eleven Million Dollars (\$11,000,000.00), is fair, reasonable, and adequate and should be approved by the Court; b) whether the Action should be dismissed with prejudice against the Defendants as set forth in the Stipulation; c) whether the Settlement Class should be certified for purposes of settlement; d) whether the proposed Plan of Allocation is fair and reasonable and should be approved by the Court; e) whether Lead Counsel's request for an award of attorneys' fees and reimbursement of Litigation Expenses, and service awards to named plaintiffs, should be approved by the Court; and f) any other relief the Court deems necessary to effectuate the terms of the Settlement. The date and time of the Settlement Hearing are subject to change without further notice to the Settlement Class. If you plan to attend the hearing, you should check the Settlement website, [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com) to confirm that the date and time of the hearing have not changed.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THIS ACTION, AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT FUND.

If you have not received a detailed Notice of (i) Pendency of Class Action and Proposed Settlement; (ii) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses; and (iii) Settlement Fairness Hearing ("Notice") and Claim Form, you may obtain a copy by contacting the Claims Administrator by mail at *Mehedi v. View, Inc., et. al.*, c/o RG/2, P.O. Box 59479, Philadelphia, PA 19102-9479, by email at [info@rg2claims.com](mailto:info@rg2claims.com), by telephone toll-free at 1-866-742-4955 or by the website at [www.viewsecuritieslitigation.com](http://www.viewsecuritieslitigation.com). If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Claim Form by mail (***postmarked no later than*** \_\_\_\_\_), or electronically ***no later than*** \_\_\_\_\_, establishing that you are entitled to recover. If you are a Settlement Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any releases, judgments or orders entered by the Court in the Action.

If you are a Settlement Class Member, you have the right to object to the Settlement, the Plan of Allocation, or the attorneys' fee and Litigation Expense applications, or otherwise request to be heard. To object, you must submit a written objection in accordance with the procedures described in the more detailed Notice, referred to above. Any written objection must be delivered to the following recipient so that it is ***received no later than*** \_\_\_\_\_ by the Clerk's Office, United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, Room 2112, San Jose, CA 95113. Note that the Court can only approve or deny the Settlement, not change the terms of the Settlement.

1  
2  
3 If you are a Settlement Class Member and wish to exclude yourself from the Settlement Class, you  
4 must submit a request for exclusion such that it is ***received no later than*** \_\_\_\_\_, in  
5 accordance with the procedures described in the Notice. If you properly exclude yourself from the  
6 Settlement Class, you will not be bound by any releases, judgments or orders entered by the Court  
7 in the Action and you will not be eligible to share in the net proceeds of the Settlement. Excluding  
8 yourself is the only option that allows you to be part of any other current or future lawsuit against  
9 Defendants or any of the other released parties concerning the claims being resolved by the  
10 Settlement. Please note, however, if you decide to exclude yourself from the Settlement Class, you  
11 may be time-barred from asserting the claims covered by the Action by a statute of repose.

12  
13 **PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE,**  
14 **DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.** If you have any  
15 questions about the Settlement, you may contact Lead Counsel at the address listed below:  
16

17  
18 Laurence D. King  
19 **KAPLAN FOX & KILSHEIMER LLP**  
20 1999 Harrison Street, Suite 1501  
21 Oakland, CA 94612  
22 1-800-290-1952  
23 lking@kaplanfox.com

24 Jason A. Uris  
25 **KAPLAN FOX & KILSHEIMER LLP**  
26 800 Third Avenue, 38<sup>th</sup> Floor  
27 New York, NY 10022  
28 1-800-290-1952  
juris@kaplanfox.com

14 Dated: \_\_\_\_\_

By Order of the Clerk of Court  
United States District Court  
Northern District of California,  
San Jose Division

# **EXHIBIT B**

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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN JOSE DIVISION**

11 ASIF MEHEDI, Individually and on Behalf of  
12 All Others Similarly Situated,

13 Plaintiff,

14 v.

15 VIEW, INC. f/k/a CF FINANCE  
16 ACQUISITION CORP. II, RAO MULPURI,  
17 and VIDUL PRAKASH,

18 Defendants.  
19  
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27  
28

Case No.: 5:21-cv-06374-BLF

**[PROPOSED] FINAL JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**



1 WHEREAS, this matter came before the Court on the application of Lead Plaintiff for  
2 approval of the Settlement set forth in the Stipulation and Agreement of Settlement between the  
3 Parties dated February \_\_\_, 2025 (“Stipulation”);

4 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall  
5 have the same meaning as they have in the Stipulation;

6 WHEREAS, by Order dated \_\_\_\_\_, 2025 (the “Preliminary Approval  
7 Order,”), this Court (a) preliminarily approved the Settlement; (b) ordered that notice of the  
8 proposed Settlement be provided to potential Settlement Class Members; (c) provided Settlement  
9 Class members the opportunity to exclude themselves from the Settlement Class or object to the  
10 proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

11 WHEREAS due and adequate notice of the Settlement was provided to the Settlement  
12 Class;

13 WHEREAS, the Court conducted a hearing on \_\_\_\_\_ (the “Settlement  
14 Fairness Hearing”) to consider, among other things, (a) whether the terms and conditions of the  
15 Settlement are fair, reasonable and adequate, and in the best interests of the Settlement Class Members,  
16 and should therefore be approved; (b) whether the Settlement Class should be certified, and Plaintiffs  
17 and Lead Counsel appointed as Settlement Class Representatives and Class Counsel, respectively; and  
18 (c) whether a judgment should be entered dismissing the Action with prejudice as against the  
19 Defendants; and

20 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and  
21 proceedings held herein in connection with the Settlement, all oral and written comments received  
22 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

23 NOW, IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:

24 1. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action, all  
25 matters relating to the Settlement, all Parties to the Action, and all Settlement Class Members.

26 2. **Final Approval of Class Notice and Class Certification.** The Court hereby finds  
27 that the distribution of the Notice to all Settlement Class Members who could be identified through  
28 reasonable effort, and the publication of the Summary Notice as provided for in the Preliminarily

1 Approval Order constituted the best notice practicable under the circumstances of the matters set  
2 forth therein, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23,  
3 the Securities Exchange Act of 1934, 15 U.S.C. §§ 78 et seq., as amended by the Private Securities  
4 Litigation Reform Act of 1995, the Constitution of the United States (including the requirements  
5 of due process), and any other applicable law.

6 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby grants  
7 final certification of the Settlement Class consisting of: (1) all persons or entities who purchased or  
8 otherwise acquired View and/or CF II securities between November 30, 2020 and May 10, 2022,  
9 inclusive (the “Class Period”); (2) all persons or entities who were holders of CF II Class A common  
10 stock as of the January 27, 2021 record date (the “Record Date”) that were entitled to vote to  
11 approve the Business Combination as set forth in the February 16, 2021 Proxy Statement (as  
12 defined in the Complaint); and (3) all persons or entities who purchased or otherwise acquired View  
13 securities pursuant to or traceable to the De-SPAC Registration Statement (as defined in the  
14 Complaint). Excluded from the Settlement Class are Defendants, or their affiliates or subsidiaries,  
15 the current and/or former officers and directors of any non-natural Defendant named herein,  
16 members of the Immediate Family of any excluded person, heirs, successors and assigns of any  
17 excluded person or entity, and any entity in which any excluded person has or had a controlling  
18 interest. Also excluded from the Settlement Class are persons who solely held shares of the  
19 privately held common stock and preferred stock of Legacy View (as defined in the Complaint)  
20 outstanding prior to closing of the Business Combination, and those persons who have timely and  
21 validly requested exclusion from the Settlement Class pursuant to the Notice sent to potential  
22 Settlement Class Members. A list of such persons and entities who filed timely, completed, and  
23 valid requests for exclusion from the Settlement Class is attached hereto as Exhibit 1.

24 4. With respect to the Settlement Class, the Court finds that, for purposes of  
25 effectuating the Settlement, the prerequisites for a class action under Rules 23(a) and (b)(3) have  
26 been satisfied. The members of the Settlement Class are so numerous that joinder of all Settlement  
27 Class Members in the class action is impracticable and there are questions of law and fact common  
28 to the Settlement Class which predominate over any individual questions. The claims of Plaintiffs

1 are typical of the claims of the Settlement Class and Lead Plaintiff and its counsel have fairly and  
2 adequately represented and protected the interests of all of the Settlement Class Members. A class  
3 action is also superior to other available methods for the fair and efficient adjudication of the  
4 controversy, considering: (a) the interests of the members of the Settlement Class in individually  
5 controlling the prosecution of the separate actions; (b) the extent and nature of any litigation  
6 concerning the controversy already commenced by members of the Settlement Class; (c) the  
7 desirability or undesirability of continuing the litigation of these claims in this particular forum;  
8 and (d) the difficulties likely to be encountered in the management of the class action.

9 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of  
10 settlement only, Lead Plaintiff Stadium Capital LLC and plaintiff David Sherman are certified as  
11 Settlement Class Representatives and Lead Counsel Kaplan Fox & Kilsheimer LLP is appointed as  
12 Class Counsel.

13 6. **Final Approval of Settlement and Dismissal of Claims.** Pursuant to Rule 23(e)(2)  
14 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement and finds that  
15 said Settlement is, in all respects, fair, reasonable, adequate to, and in the best interests of the  
16 Settlement Class, and each of the Settlement Class Members having considered and found that: (a)  
17 Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class; (b) the proposal  
18 was negotiated at arm's length; (c) the relief provided for the Settlement Class is adequate, having  
19 taken into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any  
20 proposed method of distributing relief to the Settlement Class, including the method of processing  
21 Settlement Class Member claims; (iii) the terms of any proposed award of attorneys' fees, including  
22 timing of payment; (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the  
23 proposal treats Settlement Class Members equitably relative to each other. All objections to the  
24 proposed Settlement, if any, are overruled in their entirety. Accordingly, the Settlement is hereby  
25 approved in all respects and shall be consummated in accordance with its terms and provisions.  
26 The Parties are hereby directed to perform the terms of the Stipulation.

27 7. Except as to any individual claim of those persons who have validly and timely  
28 requested exclusion from the Settlement Class, the Action and all claims contained therein, as well

1 as all of the Released Claims, are dismissed with prejudice as against each and all of the Releasees.  
2 Lead Plaintiff and the Settlement Class will not make applications against any Defendants or other  
3 Defendant Releasees and Defendants will not make applications against Lead Plaintiff, the  
4 Settlement Class, and the other Plaintiff Releasees for fees, costs, or sanctions pursuant to Rule 11,  
5 Rule 37, Rule 45 or any other court rule or statute, with respect to any claims or defenses in this  
6 Action or to any aspect of the institution, prosecution, or defense of this Action. The Parties are to  
7 bear their own costs, except as provided in the Settlement and herein.

8 8. Neither the Plan of Allocation submitted by Lead Plaintiff nor any portion of this  
9 Order regarding the Plan of Allocation or the application for attorneys' fees and Litigation Expense  
10 reimbursement shall in any way disturb or affect the finality of any other portion of this Judgment,  
11 nor delay the Effective Date of the Stipulation, and each shall be considered separate for the  
12 purposes of appellate review of this Judgment.

13 9. **Binding Effect.** The terms of the Stipulation and of this Judgment shall be forever  
14 binding on the Defendants, Lead Plaintiff, David Sherman and all other Settlement Class Members  
15 (regardless of whether or not any individual Settlement Class Member submits a Claim Form or  
16 seeks or obtains a distribution from the Net Settlement Fund), as well as their respective heirs,  
17 executors, administrators, predecessors, successors, and assigns.

18 10. **Releases.** The releases as set forth in paragraphs 5 and 6 of the Stipulation, together  
19 with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly  
20 incorporated herein in all respects. Accordingly, this Court orders that:

- 21 a. without further action by anyone, and subject to paragraphs 11 and 12 below,  
22 upon the Effective Date of the Settlement, Lead Plaintiff, and David Sherman  
23 and each of the other Settlement Class Members, on behalf of themselves, their  
24 respective heirs, executors, administrators, predecessors, successors and assigns  
25 in their capacities as such, shall be deemed to have, and by operation of law and  
26 of this Judgment shall have, fully, finally and forever compromised, settled,  
27 released, resolved, relinquished, waived and discharged each and every  
28 Released Plaintiff's Claim against the Defendant Releasees and shall forever be

1 barred and enjoined from prosecuting any or all of the Released Plaintiff's  
 2 Claims against any of the Defendant Releasees. This Release shall not apply to  
 3 any person who has been excluded from the Settlement Class by order of the  
 4 Court after having submitted a request for exclusion from the Settlement Class  
 5 that has been accepted by the Court, as set forth on Exhibit 1 hereto; and

6 b. without further action by anyone, and subject to paragraphs 11 and 12 below,  
 7 upon the Effective Date of the Settlement, Defendants, on behalf of themselves,  
 8 and their respective heirs, executors, administrators, predecessors, successors,  
 9 and assigns in their capacities as such, shall be deemed to have, and by operation  
 10 of law and of this Judgment shall have, fully, finally and forever compromised,  
 11 settled, released, resolved, relinquished, waived and discharged each and every  
 12 Released Defendants' Claim against the Plaintiff Releasees, and shall forever be  
 13 barred and enjoined from prosecuting any or all of the Released Defendants'  
 14 Claims against any of the Plaintiff Releasees. This Release shall not apply to any  
 15 person who has submitted a request for exclusion from the Settlement Class that  
 16 has been accepted by the Court, as set forth on Exhibit 1 hereto.

17 11. Notwithstanding ¶¶ 10(a) – (b) above, nothing in this Judgment shall bar any action  
 18 by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

19 12. **No Admissions.** The Stipulation, including the exhibits thereto and the Plan of  
 20 Allocation (or any other plan of allocation that may be approved by the Court) and Settlement  
 21 contained therein, the Term Sheet, the Supplemental Agreement, and the negotiations leading to  
 22 the execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the  
 23 Stipulation and/or approval of the Settlement (including any arguments proffered in connection  
 24 therewith) shall not be:

25 a. offered against any of the Defendant Releasees as evidence of, or construed as,  
 26 or deemed to be evidence of any presumption, concession, or admission by any  
 27 of the Defendant Releasees (i) with respect to the truth of any fact alleged or  
 28 claim asserted by any of the Plaintiffs in the Complaint or otherwise; (ii) that the

1 Settlement Amount represents the damages that could be recoverable under the  
2 Complaint or in this Action; or (iii) with respect to the validity of any claim that  
3 was or could have been asserted or the deficiency of any defense that has been  
4 or could have been asserted in this Action or in any other litigation, or of any  
5 liability, negligence, fault, or other wrongdoing of any kind of any of the  
6 Defendant Releasees or in any way referred to for any other reason as against  
7 any of the Defendant Releasees, in any civil, criminal or administrative action  
8 or proceeding, other than such proceedings as may be necessary to effectuate the  
9 provisions of this Stipulation;

10 b. offered against any of the Plaintiff Releasees, as evidence of, or construed as, or  
11 deemed to be evidence of any presumption, concession or admission by any of  
12 the Plaintiff Releasees that any of their claims are without merit, that any of the  
13 Defendant Releasees had meritorious defenses, that damages allegedly  
14 recoverable under the Complaint would not have exceeded the Settlement  
15 Amount, or with respect to any liability, negligence, fault or wrongdoing of any  
16 kind, or in any way referred to for any other reason as against any of the Plaintiff  
17 Releasees, in any civil, criminal or administrative action or proceeding, other  
18 than such proceedings as may be necessary to effectuate the provisions of this  
19 Stipulation; or

20 c. construed against any of the Releasees as an admission, concession, or  
21 presumption that the consideration to be given hereunder represents the amount  
22 which could be or would have been recovered after trial;

23 *provided, however*, that the Parties and the Releasees and their respective counsel may refer to the  
24 Stipulation to effectuate the protections from liability granted thereunder or otherwise to enforce  
25 the terms of the Settlement.

26 13. **Bar Order**. The Court hereby enters a bar order consistent with and to the fullest  
27 extent allowed under the Private Securities Litigation Reform Act (“PSLRA”), 15 U.S.C. § 78u-  
28 4(f)(7)(A). For the avoidance of doubt, this bar order shall not preclude either (i) Defendant

1 Releasees from seeking to enforce any rights they may have under any applicable insurance  
 2 policies, or (ii) any right of indemnification or contribution that Defendants may have under  
 3 contract or otherwise.

4 14. Separate orders shall be entered regarding approval of a plan of allocation and the  
 5 motion of Lead Counsel for attorneys' fees and Litigation Expenses. Such orders shall in no way  
 6 affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the  
 7 Settlement.

8 15. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any  
 9 way, this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement;  
 10 (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees,  
 11 Litigation Expenses, and interest in the Action; (d) enforcement of this Judgment; (e) the Settlement  
 12 Class Members (including those who may seek exclusion from such class) for all matters relating  
 13 to this Action; and (f) all Parties hereto for the purpose of construing, enforcing, and administering  
 14 the Stipulation and this Judgment.

15 16. **Rule 11 Findings.** The Court finds that during the course of the Action, the Parties  
 16 and their respective counsel at all times complied with the requirements of Federal Rule of Civil  
 17 Procedure 11.

18 17. **Termination.** If the Effective Date does not occur or the Settlement is terminated  
 19 as provided in the Stipulation, then this Judgment (and any orders of the Court relating to the  
 20 Settlement) shall be vacated, rendered null and void and be of no further force or effect, except as  
 21 otherwise provided by the Stipulation.

22 18. **Extensions By Agreement.** Without further order of the Court, the Parties may  
 23 agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

24 19. **Entry of Final Judgment.** There is no just reason for delay in the entry of this  
 25 Judgment and immediate entry by the Clerk of the Court is expressly directed pursuant to Rule  
 26 54(b) of the Federal Rules of Civil Procedure.

27 IT IS SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.  
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Honorable Beth Labson Freeman  
United States District Judge