

Exhibit 1

The Honorable Ricardo S. Martinez

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

PATRICK COLACURCIO, MARIS and
DAVID HANSON, and JAMES McMURCHIE,
individually and on behalf of all others similarly
situated,

No. 2:20-cv-01856-RSM

Plaintiffs,

v.

INSIGHT VENTURE PARTNERS VII, L.P.,
a Cayman Islands limited partnership; et al.,

Defendants.

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (“Agreement”) is entered by, between and among Plaintiffs Maris and David Hanson and James McMurchie (“Named Plaintiffs”) individually and on behalf of all Settlement Class Members (defined below) (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and Defendants Insight Venture Partners VII, L.P., a Cayman Islands limited partnership; Insight Venture Partners (Cayman) VII, L.P., a Cayman Islands limited partnership; Insight Venture Partners VII (Co-Investors), L.P., a Cayman Islands limited partnership; Insight Venture Partners (Delaware) VII, L.P., a Delaware limited partnership; Insight Venture Partners Coinvestment Fund II, L.P., a Delaware limited partnership; Insight Venture Associates VII, L.P., a Delaware limited partnership; Insight Venture Associates VII, Ltd., a Cayman Islands limited company; Insight Venture Associates Coinvestment II, L.P., a Delaware limited partnership; Insight Venture Management, LLC, a Delaware limited liability company; Insight Holding Group, LLC, a Delaware limited liability company, and Ryan Hinkle (collectively, “Defendants”), on the other hand, as of the date executed below. All references in this Agreement to a “Party” or the “Parties” shall refer to a party or the parties to this Agreement.

RECITALS:

A. On December 18, 2019, Patrick Colacurcio initiated this action by filing a Class Action Complaint with the caption of *Colacurcio v. Insight Venture Partners VII, L.P. et al.*, Case No. 19-2-33469-0, in King County Superior Court, asserting claims for relief for Violations of the Washington State Securities Act, Breach of Fiduciary Duty, Unjust

Enrichment, and Constructive Trust (the “Complaint”).

B. Defendants filed a motion to dismiss the Complaint on March 20, 2020. Patrick Colacurcio consented to dismissal of his claim for Constructive Trust, but otherwise opposed the motion. Except for the claim for Constructive Trust, the Court denied Defendants’ motion on May 1, 2020.

C. Plaintiffs Maris and David Hanson and James McMurchie joined the case as Plaintiffs by filing a First Amended Class Action Complaint that was substantively identical to the Complaint except for sections pertaining to the new Plaintiffs, on June 26, 2020.

D. Subsequently, original plaintiff, Patrick Colacurcio, dismissed his claims voluntarily and without prejudice on July 14, 2020.

E. Defendants removed the case to U.S. District Court for the Western District of Washington (the “Court”) on December 29, 2020. The new case number is 2:20-cv-01856-RSM.

F. Both before and after the removal of the case to the Court, the Parties engaged in extensive party and third-party discovery.

G. Defendants moved for judgment on the pleadings as to David and Maris Hanson on March 25, 2021. That motion has been fully briefed since April 16, 2021. The Court has not yet ruled.

H. On April 29, 2021, Plaintiffs moved for class certification. That motion has been fully briefed since June 11, 2021. The Court has not yet ruled.

I. The Parties mediated their disputes with Robert A Meyer of JAMS Los Angeles on August 4, 2021.

J. With the assistance of the mediator, the Parties reached an agreement in principle on September 22, 2021 to settle the action and thereafter informed the Court of the agreement in principle and asked that the Court defer ruling on any pending motions so that they could finalize a definitive settlement agreement.

K. Defendants have entered into this Agreement to resolve all controversies and disputes arising out of or relating to the transactions, acts and occurrences alleged in the First Amended Class Action Complaint, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendants do not in any way acknowledge, admit, or concede any of the allegations made in the First Amended Class Action Complaint, and expressly disclaim and deny any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the First Amended Class Action Complaint. Defendants nevertheless believe that this settlement is in their best interest. Nothing contained in this Agreement shall be used or construed as an admission of liability or wrongdoing, and this Agreement shall not be offered or received in evidence in any action

or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

L. Named Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the First Amended Class Action Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiffs do not in any way concede the claims alleged in the First Amended Class Action Complaint lack merit or are subject to any valid defenses. Named Plaintiffs nevertheless believe that this settlement is in their best interest and in the best interests of all the Settlement Class Members (defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “First Amended Class Action Complaint” shall mean the First Amended Class Action Complaint filed by Plaintiffs in this matter.

(b) “Agreement” shall mean this settlement agreement including all attached Exhibits (which are an integral part of this Stipulation and Agreement of Settlement and are incorporated in their entirety by reference), and including the terms of the related Supplemental Agreement.

(c) “Administrative Expenses” means any and all reasonable fees, costs, and charges incurred, charged, or invoiced by the Settlement Administrator relating to the administration and notice of the settlement, including but not limited to: (i) the reasonable costs and expenses that are associated with disseminating the notice to the Settlement Class, including, but not limited to, the notice and the performance of providing notice; (ii) the reasonable costs and expenses that are associated with the maintenance of the Qualified Settlement Fund as provided in this Agreement; (iii) the payment of taxes, if any; and (iv) the reasonable costs and expenses of distributing the Qualified Settlement Fund to Settlement Class Members.

(d) The “Average Disposition Price” means the average estimated price at which the buyers in the Tender disposed of their shares in Smartsheet Inc.

(e) “Class Counsel” shall mean Tousley Brain Stephens PLLC and McNaul Ebel Nawrot & Helgren PLLC.

(f) “Deadline to Object” will be the date set by the Court as the deadline for Potential Settlement Class Members to file an Objection, which, subject to Court approval, shall be ninety-eight (98) days after the date the Notice must be disseminated to the Potential Settlement Class Members.

(g) “Deadline to Opt-Out” shall be the date set by the Court as the deadline for Potential Settlement Class Members to opt-out of the settlement, which, subject to Court approval, shall be seventy-seven (77) days after the date the Notice must be disseminated to the Potential Settlement Class Members.

(h) “Defendants’ Counsel” shall mean Willkie Farr & Gallagher LLP.

(i) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order, provided however if any appeals are taken from the Final Approval Order, then thirty (30) days after a final appellate court ruling affirming the Final Approval Order; or thirty (30) days after entry of a final dismissal of the appeal.

(j) “Exclusion Letter” shall mean a letter by a Potential Settlement Class Member who elects to opt out of this Agreement.

(k) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on all motions for final approval of this Agreement.

(l) “Final Approval Order” shall mean the Order and Judgment that finally approves this Agreement and dismisses this action with prejudice issued by the Court at or after the Final Approval Hearing Date and including the elements in Section 6(b), below.

(m) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 8, below.

(n) “Lead Class Counsel” shall mean Jason T. Dennett of Tousley Brain Stephens PLLC.

(o) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below.

(p) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of Court approved attorneys’ fees and costs, any Court approved service awards, and Administrative Expenses.

(q) “Notice” shall mean the notice to the Potential Settlement Class Members of the settlement provided for under the terms of this Agreement, as ordered by the Court in its Preliminary Approval/Notice Order (defined below), in accordance with Federal Rule of Civil Procedure 23(c)(2), substantially in the form attached hereto as Exhibits 1–2.

(r) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing dissemination of Notice to the Potential Settlement Class Members, as provided in Sections 3 and 4, below. The Parties’ proposed form of the Preliminary Approval/Notice Order is attached hereto as Exhibit 3.

(s) “Potential Settlement Class” shall mean:

All individuals and entities who sold stock in Smartsheet, Inc. in connection with the tender offer for stock of Smartsheet, Inc. dated June 2, 2017. Excluded from the Potential Settlement Class are (1) the Defendants and all of their respective employees, officers, directors, agents, immediate family members, legal representatives, parent corporations, subsidiaries, controlled affiliates, insurers, guarantors, heirs, successors, and assigns, (2) all other Smartsheet shareholders who offered to purchase shares in the June 2017 tender offer, (3) Mark Mader, Brent Frei, Kara Hamilton, and Andy Lientz, and (4) the Judge presiding over this Action and all members of her or his family.

(t) “Potential Settlement Class Member(s)” means a Person(s) who falls within the definition of the Potential Settlement Class.

(u) “Settlement Administrator” shall mean the entity that will provide the notice and settlement administration.

(v) “Settlement Class” shall mean all Potential Settlement Class Members who do not submit a timely and valid Exclusion Letter pursuant to Section 9 of this Agreement.

(w) “Settlement Class Member(s)” means a Person(s) who falls within the definition of the Settlement Class.

(x) “Settlement Fund” shall mean the twenty-six million two hundred thousand dollars (\$26,200,000.00) to be paid or caused to be paid by the Defendants under the terms of this Agreement.

(y) “Tender” shall mean the tender offer dated June 2, 2017 in which Potential Settlement Class Members sold stock of Smartsheet, Inc. to Defendants and other entities.

2. REQUIRED EVENTS AND COOPERATION BY PARTIES

(a) Class Action Settlement. Plaintiffs shall propose and recommend to the Court that the Settlement Class be certified, that the Named Plaintiffs be appointed to represent that Settlement Class, and that Class Counsel be appointed to represent the Settlement Class. Named Plaintiffs shall not opt-out of the Settlement Class or object to the settlement. Defendants agree solely for purposes of the settlement provided for in this Agreement, and for the purposes of the implementation of such settlement, that the Settlement Class be certified exclusively for settlement purposes pursuant to Federal Rule of Civil Procedure 23; provided, however, that if the Final Approval Order is not issued, then Defendants shall retain all rights to object to maintaining this case as a class action. Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

(b) Defendants shall provide notice of the settlement reflected in this Agreement

to appropriate state and federal officials pursuant to 28 U.S.C. § 1715 (“CAFA Notice”), and no party shall request that an order giving final approval of the settlement be issued prior to the expiration of the time set forth in 28 U.S.C. § 1715(d).

(c) The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps to accomplish all requirements of this Agreement on the schedule set by the Court and subject to the terms of this Agreement.

3. PRELIMINARY SETTLEMENT APPROVAL. As soon as practicable, Class Counsel shall use reasonable efforts to file a Motion seeking a Preliminary Approval/Notice Order without material change to the Parties’ proposed form attached hereto as Exhibit 3. The Preliminary Approval/Notice Order shall provide for: Preliminary Approval of this Agreement, provisional certification of the class for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified class, and dissemination of Notice to the Potential Settlement Class Members as provided in Section 4, below.

4. NOTICE TO THE CLASS.

(a) The Settlement Administrator shall send the Notice to all Potential Settlement Class Members as specified by the Court in the Preliminary Approval/Notice Order. Except as provided in Section 7(f), the Defendants shall have no responsibility for, and no liability whatsoever with respect to, notice to the Potential Settlement Class or any Administrative Expenses.

(b) The Settlement Administrator shall email an Email Notice (Exhibit 1) to each such Potential Settlement Class Member’s last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Potential Settlement Class Members, update its database with those email addresses, and resend the Notice. The Email Notice shall inform Potential Settlement Class Members how they may request a copy of the Long Form Notice (Exhibit 2).

(c) The Settlement Administrator shall mail a Long Form Notice (Exhibit 2) by first class United States mail to the best mailing addresses available to Potential Settlement Class Members. Prior to mailing, the Settlement Administrator shall run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing resources to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by

mail and/or email. A summary report of the Notice shall be provided to the Parties at least fifteen (15) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notice shall be available to the Parties and the Court upon request, but shall otherwise be confidential and shall not be disclosed to any third party without a court order.

(e) The Notices shall be in a form approved by the Court and, substantially similar to the notice forms attached hereto as Exhibits 1–2. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

(f) The Settlement Administrator shall also maintain a dedicated website for providing information to Potential Settlement Class Members, including access to the Long Form Notice.

(g) All costs associated with publishing, mailing, and administering the Notice as provided for in this Agreement, and all Administrative Expenses including, but not limited to, the Settlement Administrator’s fees and costs, shall be paid from the Settlement Fund.

5. MOTION FOR FINAL APPROVAL. No later than 30 days prior to the Final Approval Hearing Date (or such other date set by the Court), Class Counsel shall file the Motion for Final Approval so that same can be heard on the Final Approval Hearing Date, and include with such submission the proposed Final Approval Order with materially the same terms as included in Exhibit 4 hereto.

6. ENTRY OF JUDGMENT.

(a) The Final Approval Order shall constitute the Court’s final judgment in this action and provide for dismissal of the action with prejudice. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

(b) The Final Approval Order shall specifically include the following findings and provisions: (a) that the Court has personal jurisdiction over all Settlement Class Members, the Court has subject matter jurisdiction over the Claims asserted, and that venue is proper; (b) finally certify the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure; (c) finally approve the settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure; (d) find that the Notice as distributed was the best notice practicable under the circumstances and fully satisfied the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure; (e) approve the terms of the Plan of Allocation to Settlement Class Members; (f) give effect to Releases set forth in this Agreement and permanently bar and enjoin the Settlement Class from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties; (g) retain jurisdiction relating to the administration, consummation, validity, enforcement, and interpretation of this Agreement, the Final Approval Order and Judgment, any final order approving the Fee and Expense Award and service awards, and for any other necessary purpose; (h) contain a Bar Order consistent with Section 11(g) of this Agreement; (i) list all opt-outs to the Settlement; and (j) enter a judgment that dismisses the action with prejudice, without costs to any party, except

as provided in the Agreement, and subject to the Court's continuing jurisdiction over the Settling Parties for the purpose of enforcement of the terms of the Agreement.

(c) In the event that the Court enters a Final Approval Order that does not contain (i) a dismissal with prejudice of the action, (ii) language giving effect to the Releases set forth in this Agreement and a permanent bar and injunction on the Settlement Class from asserting, commencing, prosecuting, or continuing any of the Released Claims against the Released Parties, or (iii) language giving effect to a Bar Order consistent with Section 11(g) of this Agreement, the Defendants shall have the right to terminate this Agreement, in their sole discretion, pursuant to Section 12(a)(ii) below.

7. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Within fifteen (15) business days after the later of (i) entry of the Preliminary Approval/Notice Order, or (ii) receipt by Defendants from Class Counsel of a complete IRS Form W-9 and wire transfer, ACH transfer, and check payment instructions for the Settlement Administrator, Defendants shall transfer or cause to be transferred the Settlement Fund to the Settlement Administrator to be deposited in an interest-bearing account for the benefit of Settlement Class Members (the "Settlement Administration Account"). The Settlement Administrator shall establish the Settlement Administration Account. Before Defendants cause the Settlement Fund to be deposited with the Settlement Administrator, Class Counsel shall provide complete IRS Form W-9 and wire transfer, ACH transfer, and check payment instructions for the Settlement Administrator (including payee name, telephone and e-mail contact information and a physical address for the Settlement Administrator) for the recipient of the Settlement Fund. The Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Settlement Administrator. All investment risks of the Settlement Fund shall be borne solely by the Settlement Administrator.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) Named Plaintiffs and each of the Settlement Class Members shall look solely to the Settlement Fund as satisfaction of all claims that are released hereunder. With the sole exception of Defendants' obligation to pay or cause payment of the Settlement Fund pursuant to Section 7(a) above, Defendants and Defendants' Counsel shall have no obligation to pay any additional amounts, nor any responsibility for, interest in, or liability whatsoever with respect to: (i) fees, expenses, costs, taxes, liability or damages whatsoever alleged or incurred by Named Plaintiffs or any Settlement Class Member, or by any of their attorneys, experts, advisors, agents or representatives with respect to the action and Plaintiffs Released Claims (defined below); (ii) any act, omission, or determination by Lead Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of this Agreement or otherwise; (iii) the management, investment, distribution, or allocation of the Settlement Fund; (iv) the Plan of Allocation (defined below); (v) the determination, administration, calculation, or payment of any claims asserted against

the Settlement Fund; (vi) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vii) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Settlement Administration Account, or the filing of any federal, state, or local tax returns.

(d) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1. The Settlement Administrator, within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Qualified Settlement Fund and paying from the Qualified Settlement Fund any taxes owed with respect to the Qualified Settlement Fund. The account shall be an interest-bearing bank account deposit with a commercial bank with excess capital exceeding One Hundred Million Dollars and No Cents (\$100,000,000.00), with an S&P Global rating of “A” or higher and in an account that is fully insured, up to the amount of the Qualified Settlement Fund, by the United States Government or the Federal Deposit Insurance Corporation. The Settling Parties agree that the Qualified Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Qualified Settlement Fund as a qualified settlement fund from the earliest date possible. The Settlement Administrator shall provide an accounting of any and all funds in the Qualified Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

(e) All taxes relating to the Qualified Settlement Fund shall be paid out of the Qualified Settlement Fund, shall be considered an Administrative Expense, and shall be timely paid by the Settlement Administrator without prior order of the Court. Further, the Qualified Settlement Fund shall indemnify, defend, and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Named Plaintiff or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Qualified Settlement Fund. Each Named Plaintiff and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her or it of the receipt of funds from the Qualified Settlement Fund pursuant to this Agreement.

(f) In the event this Settlement Agreement is voided, terminated, or cancelled pursuant to any provision of this Agreement: (i) the Named Plaintiffs and Class Counsel shall have no obligation to repay any of the Administrative Expenses that have been paid or incurred in accordance with this Agreement; (ii) any amounts remaining in the Qualified Settlement Fund after payment of Administrative Expenses paid or incurred in accordance with this Agreement, including all interest earned on the Qualified Settlement Fund net of any taxes, if any, and any funds paid out as attorneys’ fees shall be returned in accordance with Section 12(b) below; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

(g) This settlement is not a reversionary settlement, meaning that no portion of

the Qualified Settlement Fund shall revert back to Defendants unless this Agreement is voided, cancelled, or terminated. As of the Effective Date, all rights of Defendants in or to the Qualified Settlement Fund shall be extinguished, and no portion of the Qualified Settlement Fund shall be returned to Defendants.

(h) The Settlement Administrator shall make payments from the Settlement Fund as provided for below. With the sole exception of Defendants' obligation to cause the payment of the Settlement Fund into the Escrow Account as provided for in Section 7(a) above, Defendants shall have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Lead Counsel that may occur at any time. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any awarded attorneys' fees or expenses in the action, or to any other person who may assert some claim thereto, or any fee or expense awards the Court may make in the action. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class Members, whether or not paid from the Settlement Fund. The Settlement Fund will be the sole source of payment from Defendants for any award of attorneys' fees and expenses ordered by the Court.

(i) Class Counsel's Fees and Costs. Class Counsel shall apply for an award of attorneys' fees from the Settlement Fund, plus reimbursement of reasonable litigation costs, to be approved by the Court. The Settlement Administrator shall pay the Court-approved attorneys' fees and costs to Class Counsel from the Settlement Fund ten (10) business days after the Effective Date. Any payment of attorneys' fees and expenses to Class Counsel shall be subject to Class Counsel's obligation to make refunds or repayments to the Settlement Fund of any amounts paid if this Agreement is terminated or fails to become effective by its terms or if, as a result of any appeal or further proceeding, the award of attorneys' fees and/or expenses is reduced or reversed by final order.

(ii) Service Award. Named Plaintiffs may apply to the Court for a Service Award of up to ten thousand dollars (\$10,000) to each of (1) James McMurchie and (2) David and Maris Hanson, without an objection from Defendants. Subject to the Court's approval, the Service Award(s) shall be paid by the Settlement Administrator from the Settlement Fund ten (10) business days after the Effective Date.

(iii) Notice and Administration. The costs of notice and administration of the settlement reflected in this Agreement shall be paid from the Settlement Fund. Defendants shall cooperate with Plaintiffs to ensure notice and administration is as efficient and cost-effective as possible, including by providing a Potential Settlement Class Member list with addresses and email addresses to the Settlement Administrator, to the extent available to Defendants. Defendants shall not receive compensation for efforts they undertake to facilitate notice and administration.

(iv) Plan of Allocation. The Net Settlement Fund shall be distributed in full by check to each Settlement Class Member in amounts equal to (the "Plan of Allocation"):

(The number of shares a Settlement Class Member sold in the Tender times the Average Disposition Price) minus (the total dollar value that Settlement Class Member received in the Tender)

Divided by:

(The number of shares all Settlement Class Members in the aggregate sold in the Tender times the Average Disposition Price) minus (the total dollar value all Settlement Class Members in the aggregate received in the Tender)

Times the Net Settlement Fund

For example, if:

1. Settlement Class Member A sold 10 shares in the Tender;
2. The Average Disposition Price was \$3;
3. Settlement Class Member A received \$10 in the Tender;
4. All Settlement Class Members sold 100 shares in the Tender; and
5. All Settlement Class Members received a combined \$100 in the Tender, then
6. Settlement Class Member A would receive 10% of the Net Settlement Fund.

(v) A Settlement Class Member shall have one hundred eighty (180) days to negotiate the check.

(vi) Cashing a settlement check is a condition precedent to any Settlement Class Member's right to receive settlement benefits. Any checks uncashed after one hundred eighty (180) days shall be void. To the extent economically viable, the dollar amount of any voided checks shall be distributed to those Settlement Class Members who cashed their checks, pro rata in the same proportion as in (iv) above. To the extent any monies remain in the Net Settlement Fund, and it is economically unviable to further redistribute any remaining funds to Settlement Class Members, such funds shall be distributed to a 26 U.S.C. § 501(c)(3) recipient approved by the Court or as otherwise directed by the Court after considering proposals from the Parties.

(vii) Defendants shall have no responsibility or liability for reviewing or challenging the allocation of the Net Settlement Fund or the distribution of the Net Settlement Fund.

8. THE SETTLEMENT ADMINISTRATOR.

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Potential Settlement Class Members confidential, except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed either twelve (12) months after the Effective Date, or thirty (30) days after expiration of the stale date for the last-issued check under Section 7(h)(vi), whichever is later.

(d) The Settlement Administrator shall provide the data in its claims administration database to Defendants' Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to counsel to the other Party when made.

(e) Within one hundred ninety (190) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare the Final Report, which, at a minimum, shall consist of a declaration setting forth the total payments issued to Settlement Class Members by the Settlement Administrator.

9. OPT-OUTS.

(a) A Potential Settlement Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Deadline to Opt-Out. Any Exclusion Letter shall: identify the Potential Settlement Class Member; state the name, address, and telephone number of the Potential Settlement Class Member; state that the Potential Settlement Class Member wishes to be excluded from the Agreement; and be signed and dated by the Potential Settlement Class Member or by an individual or entity with the authority to bind the Potential Settlement Class Member.

(b) The Settlement Administrator shall maintain a list of Potential Settlement Class Members who have excluded themselves and shall provide such list to Defendants' Counsel and Class Counsel as soon as practicable upon receipt of an Exclusion Letter, but in no event later than five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendants' Counsel and/or the Court upon two (2) court days' written notice.

10. OBJECTIONS.

(a) Any Potential Settlement Class Member may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Court, Settlement Administrator, Class Counsel, and Defendants' Counsel. The objection must be postmarked on or before the Deadline to Object, and must include the following information:

(i) A heading referring to the *Colacurcio v. Insight* Action;

(ii) The objector's name, address, telephone number, the last four digits of his or her Social Security Number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(iii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection;

(iv) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number; and

(v) The objector's signature.

(c) Class Counsel and/or Defendants' Counsel shall file any responses to objections at least seven (7) days prior to the Final Approval Hearing Date.

(d) Any objector who retains counsel shall be solely responsible for paying his or her own attorneys' fees and costs.

(e) Any objector who fails to comply with the provisions herein shall waive and forfeit all rights to appear and object to this Agreement and shall be bound by the terms of this Agreement and the orders and judgments of the Court.

11. RELEASE.

(a) Except as to any claims to enforce this Agreement, Named Plaintiffs, on behalf of themselves and all of their respective predecessors, successors, assigns, devisees, spouses, heirs, legatees, and agents, and each of the Settlement Class Members, including their respective predecessors, successors, assigns, devisees, spouses, heirs, legatees, and agents, hereby fully release and forever discharge Defendants and non-party Smartsheet Inc. and each of their respective past or present direct or indirect subsidiaries, parents, affiliates, divisions, principals, successors, and predecessors, assigns, officers, directors, shareholders, trustees, partners, managers, members, agents, fiduciaries, contractors, auditors, accountants, spouses, executors, heirs, administrators, representatives, estates, estate managers, advisors, bankers, consultants, experts, employees, attorneys, insurers, indemnifiers, reinsurers, general or limited partners or partnerships, and limited liability companies (collectively, the "Defendant Releasees") from any and all charges, complaints, claims, demands, debts, obligations, attorneys' fees, expenses, costs, actions, damages and remedies, liabilities, and causes of action of every nature, character, and description, whether arising under federal, state, or local law or under a constitutional provision, statute, regulation, rule, contract, or common law, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, or claimed against the Defendant Releasees that relate to the conduct alleged in the First Amended Class Action Complaint or arising out of or relating to the Tender

(“Plaintiffs Released Claims”).

(b) By operation of the Final Approval Order, Named Plaintiffs, on behalf of themselves and all of their respective predecessors, successors, assigns, devisees, spouses, heirs, legatees, and agents, and each of the Settlement Class Members, including their respective predecessors, successors, assigns, devisees, spouses, heirs, legatees, and agents, shall forever be barred and enjoined from prosecuting any and all of the Plaintiffs Released Claims against any of the Defendant Releasees.

(c) Except as to any claims to enforce this Agreement, Defendants, on behalf of themselves and all of their respective predecessors, successors, assigns, devisees, spouses, heirs, legatees, and agents, hereby fully release and forever discharge Named Plaintiffs and each of the Settlement Class Members and their respective past or present direct or indirect subsidiaries, parents, affiliates, divisions, principals, successors, and predecessors, assigns, officers, directors, shareholders, trustees, partners, managers, members, agents, fiduciaries, contractors, auditors, accountants, spouses, executors, heirs, administrators, representatives, estates, estate managers, advisors, bankers, consultants, experts, employees, attorneys, insurers, indemnifiers, reinsurers, general or limited partners or partnerships, and limited liability companies (collectively, the “Plaintiff Releasees”) from any and all charges, complaints, claims, demands, debts, obligations, attorneys’ fees, expenses, costs, actions, damages and remedies, liabilities, and causes of action of every nature, character, and description, whether arising under federal, state, or local law or under a constitutional provision, statute, regulation, rule, contract, or common law, whether or not now known, asserted or unasserted, suspected or unsuspected, fixed or contingent, or claimed against the Plaintiff Releasees that relate to the conduct alleged in the First Amended Class Action Complaint or arising out of or relating to the Tender (“Defendants Released Claims”).

(d) By operation of the Final Approval Order, Defendants, on behalf of themselves and all of their respective predecessors, successors, assigns, devisees, spouses, heirs, legatees, and agents, shall forever be barred and enjoined from prosecuting any and all of the Defendants Released Claims against any of the Plaintiff Releasees.

(e) Named Plaintiffs or any Settlement Class Member may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agrees and acknowledges that he/she shall be bound by this Agreement, including by the release herein and that all of the Plaintiffs Released Claims shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of this Agreement and/or never receives a distribution of funds from the Settlement Fund.

(f) Named Plaintiffs and all Settlement Class Members by operation of the Final Approval Order shall, to the fullest extent permitted by law, expressly waive and relinquish any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or foreign law, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

(g) The Final Approval Order shall include a bar order providing that, upon the Effective Date, the Court permanently bars any and all claims for contribution against Defendant Releasees arising out of any Plaintiffs Released Claim where the alleged injury to the claiming person or entity arises from that person's or entity's liability to the Settlement Class or any Settlement Class Member (a) by any person or entity against any of the Defendant Releasees or (b) by any of the Defendant Releasees against any other person or entity, other than a person or entity whose liability has been extinguished by the Settlement ("Bar Order").

12. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 3 above;

(ii) The Court has entered the Final Approval Order containing the findings and provisions set forth in Section 6(b); provided, however, Defendants shall have, in their sole and absolute discretion, the option to terminate this Agreement in its entirety pursuant to Section 6(c);

(iii) The Court has approved this Agreement and the settlement reflected herein, following notice to the Settlement Class, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and all objections, if any, to this Agreement have been overruled, and all appeals taken from such Order are resolved in favor of approval;

(iv) Neither Plaintiffs nor Defendants have exercised their option to terminate the Agreement pursuant to the Supplemental Agreement;

(v) The Effective Date has occurred.

(b) In the event this Agreement is terminated pursuant to Section 12, then this Agreement (including, without limitation, all releases and the certification of a Settlement Class) shall be deemed null and void and, the Parties shall return to status *quo ante*. All sums deposited into the Settlement Administration Account (less any notice or administration costs but plus interest actually earned thereon before any distribution) shall be returned to the person or entity who made such payments within five (5) business days of termination of the Agreement. Counsel for the Parties shall negotiate in good faith a proposed new scheduling order for the lawsuit.

(c) Neither this Agreement's terms nor any publicly disseminated information regarding the Agreement including, without limitation, the Notice, court filings, orders, and public statements relating to this Agreement, may thereafter be used as evidence for any purpose whatsoever.

(d) The fact of, and any documents, findings, decisions, or orders relating to any failure of a court to approve the Agreement or any modifications or amendments of the Agreement, as well as the fact of any objections that may have been filed to the Agreement, may not be used as evidence for any purposes whatsoever.

(e) In the event that the conditions to this Agreement, as provided for in Section 12(a) above, fail to occur, Defendants and Named Plaintiffs shall have the right to terminate this Agreement by providing written notice of their election to do so.

(f) Notwithstanding any other provision of this Agreement, any order of the Court regarding Class Counsel's request for attorneys' fees and expenses or Service Award to Named Plaintiffs is neither material to, nor part of the Agreement, and shall not operate to terminate or cancel the Agreement, or affect or delay the judgment approving this Agreement from becoming final. Nor is approval of Class Counsel's request for attorneys' fees and expenses or Service Award to Named Plaintiffs a condition of this Agreement becoming effective. Neither a modification nor reversal on appeal of any order of the Court regarding the Class Counsel's request for attorneys' fees and expenses, or Named Plaintiffs' Service Award, shall constitute grounds for any Party to cancel, terminate, or withdraw from the Agreement.

(g) Named Plaintiffs shall not have the right to terminate this Agreement due to any decision, ruling, or order respecting the Plan of Allocation.

13. REPRESENTATIONS.

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties to this Agreement represent that they will work to support this settlement in good faith; and shall, in good faith, cooperate, assist, and undertake all

reasonable actions and steps in order to accomplish all requirements of this Agreement on the schedule set by the Court and subject to the terms of this Agreement.

(c) Defendants represent and warrant that they have obtained all corporate authority necessary to execute this Agreement.

14. FURTHER ASSURANCES. Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Potential Settlement Class Members. Warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive all performances in accordance with this Agreement including entry of judgment.

15. APPLICABLE LAW. This Agreement shall be governed by, interpreted, construed, and enforced pursuant to the laws of the State of Washington, without giving effect to its choice-of-law principles.

16. AGREEMENT. This Agreement, including the exhibits attached hereto and the Supplemental Agreement, constitutes the entire agreement made by and between the Parties pertaining to the First Amended Class Action Complaint and any claims that were raised in the First Amended Class Action Complaint, and fully supersedes any and all prior understandings, representations, warranties, and agreements made by the parties hereto or their representatives pertaining to the First Amended Class Action Complaint and any claims that were or could have been raised in the First Amended Class Action Complaint. This Agreement shall be binding when signed, provided, however, that any terms herein conditioned on the occurrence of the Effective Date shall be effective only upon the occurrence of the Effective Date.

17. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the Parties hereto and their successors and assigns.

18. ARM'S-LENGTH AGREEMENT. The parties have negotiated all the terms and conditions of this Agreement at arm's length. All terms and conditions are material and necessary to this Agreement and have been relied upon by the Parties in entering into this Agreement.

19. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. This Agreement may be executed (i) as an original in ink, (ii) by facsimile signature (e.g., a signature reproduction by physical or electronic stamp) or (iii) by any electronic signature complying with (A) the U.S. Federal E-SIGN Act of 2000, (B) the laws of the State of Washington and/or (C) with respect to a particular person signing this Agreement, the laws of the state in which such person executed this Agreement. Any

counterpart containing a qualifying signature transmitted electronically (e.g., via e-mail or telecopier machine) shall be accepted as an original and shall have the same force and effect as an original. Facsimile and .pdf signature pages shall have the same force and effect as original signatures.

20. NOTIFICATION. Any notice to be given to Class Counsel or Named Plaintiffs shall be sent by email as follows:

Jason T. Dennett
Tousley Brain Stephens PLLC
1200 5th Avenue, Suite 1700
Seattle, WA 98101
(206) 682-5600
jdennett@tousley.com

Any notice to be given to any Defendant under the terms of this Agreement shall be sent by email as follows:

Jeffrey B. Korn
Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
(212) 728-8842
jkorn@willkie.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

IN WITNESS WHEREOF, the Parties have entered this Agreement as of the dates set forth below:

[Signature lines]

DAVID HANSON

By: David J Hanson

Date: 11/16/2021

MARIS HANSON

By: Maris Hanson

Date: 11/16/2021

JAMES MCMURCHIE

By: James McMurche

Date: 11/16/2021

RYAN HINKLE

By: _____

Date: _____

INSIGHT VENTURE ASSOCIATES VII, L.P.

By: Insight Venture Associates VII, Ltd.
Its: General Partner

By:

Name:

Title:

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

DAVID HANSON

By: _____

Date: _____

MARIS HANSON

By: _____

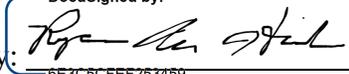
Date: _____

JAMES MCMURCHIE

By: _____

Date: _____

RYAN HINKLE

By:  _____
DocuSigned by: Ryan Hinkle
9E3C5CFEF253459...

Date: _____

INSIGHT VENTURE ASSOCIATES VII, L.P.

By: Insight Venture Associates VII, Ltd.

Its: General Partner

By:  _____
DocuSigned by: [Signature]
97D855B729AF432...

Name: _____

Title: _____

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE ASSOCIATES VII, Ltd.

DocuSigned by:
By: 
97D855B729AF432...

Name:

Title:

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE PARTNERS VII, L.P.

By: Insight Venture Associates VII, L.P.,
Its: General Partner

By: Insight Venture Associates VII, Ltd.
Its: General Partner

DocuSigned by:
By: 
07D855B729AF432...

Name:

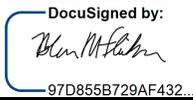
Title:

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE PARTNERS (CAYMAN) VII, L.P.

By: Insight Venture Associates VII, L.P.,
Its: General Partner

By: Insight Venture Associates VII, Ltd.
Its: General Partner

By: 

Name:

Title:

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE PARTNERS VII (CO-INVESTORS), L.P.

By: Insight Venture Associates VII, L.P.,
Its: General Partner

By: Insight Venture Associates VII, Ltd.
Its: General Partner

By: 

Name:

Title:

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE PARTNERS (DELAWARE) VII, L.P.

By: Insight Venture Associates VII, L.P.,
Its: General Partner

By: Insight Venture Associates VII, Ltd.
Its: General Partner

By: 

Name: _____

Title: _____

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE PARTNERS COINVESTMENT FUND II, L.P.

By: Insight Venture Associates Coinvestment II, L.P.,
Its: General Partner

By: Insight Holdings Group, LLC
Its: General partner

By: 

Name: _____

Title: _____

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE ASSOCIATES COINVESTMENT II, L.P.

By: Insight Holdings Group, LLC,
Its: General Partner

DocuSigned by:
By: 
97D855B729AF432...

Name: _____

Title: _____

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT VENTURE MANAGEMENT, LLC

DocuSigned by:
By: 
97D855B729AF432...

Name: _____

Title: _____

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

INSIGHT HOLDING GROUP, LLC

DocuSigned by:
By: 
97D855B729AF432...

Name: _____

Title: _____

Address: c/o Insight Venture Management, LLC
680 Fifth Avenue, 8th Floor
New York, New York 10019

EXHIBIT 1

From: notice@settlementwebsite.com
To: classmember@gmail.com
Re: Legal Notice of Smartsheet Tender Offer Class Action Settlement

If you sold shares of Smartsheet Inc. stock in the 2017 Tender Offer, you may be part of a class action settlement.

The United States District Court for the Western District of Washington has authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT MAY AFFECT YOUR RIGHTS WHETHER OR NOT YOU ACT!

Summary Notice of Pending Class Action and Proposed Settlement
Colacurcio et al. v. Insight Venture Partners VII, L.P. et al., No. 2:20-cv-01856-RSM

- A Settlement has been proposed in a class action lawsuit arising out of the sale of Smartsheet Inc. stock in a 2017 Tender Offer. Plaintiffs in the lawsuit allege that Defendants violated the Washington State Securities Act and Ryan Hinkle breached his fiduciary duties when certain of the Defendants purchased shares of Smartsheet Inc. stock in the Tender Offer without allegedly disclosing material information about Smartsheet Inc.'s initial public offering plans. Defendants disclaim and deny any fault, liability, or wrongdoing, but have agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.
- If you sold shares of Smartsheet Inc. stock in the 2017 Tender Offer, you may be included in this Settlement as a "Settlement Class Member" unless you exclude yourself.
- As part of the proposed settlement, Defendants have agreed to establish a \$26.2 million Settlement Fund. Settlement Class Members who do not exclude themselves will be eligible to receive a share of the Settlement Fund.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.
- **Smartsheet Inc. approves of and encourages the participation of all class members in the settlement, including past and present employees.**

What does the Settlement provide? Plaintiffs in the Action have reached a proposed settlement of the Action for \$26,200,000 in cash, that, if approved, will resolve all claims in the Action.

If approved by the Court, the Settlement will pay attorneys' fees and costs, including notice and administration costs, and service awards to the Named Plaintiffs. The balance of the Settlement Fund will be divided among all Settlement Class Members proportionally to their participation in the Tender Offer.

How to get benefits: Settlement Class Members who do nothing will be entitled to receive a payment from the Settlement Fund if the Court approves the Settlement.

How to exclude yourself from the Settlement: You can choose to exclude yourself from the Settlement or “opt out.” To exclude yourself, you must affirmatively submit a request to be excluded. If you exclude yourself, this means you choose not to participate in the Settlement and you will receive no benefits from the Settlement, but you will retain any rights you currently have against the Defendants or Smartsheet, Inc. about the claims in this case. Specific instructions about how to exclude yourself from the settlement are available at www.URL.com.

How to object to the Settlement: You can object to the Settlement by sending a written objection explaining why you believe the Court should reject the Settlement. If your objection is overruled by the Court and the settlement is approved, you will be entitled to receive a payment and you will not be able to sue Defendants or other released parties for the claims asserted in this litigation. If the Court agrees with your objection, then the Settlement may not be approved. Specific instructions about how to object to the settlement are available at www.URL.com.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel’s motion for attorneys’ fees and reimbursement of costs or service awards, must be postmarked no later than [REDACTED], and comply with all requirements set forth in the Long Form Notice, available at www.URL.com or upon request to the Settlement Administrator.

When will the Court consider whether to approve the Settlement? The Court will hold a Final Approval or Fairness Hearing at [REDACTED] a.m. on [REDACTED], 2022 at Courtroom 13134, 700 Stewart Street, Seattle, WA 98101. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys’ fees and expenses and whether and how much the Named Plaintiffs should get as a “Service Award” for acting as class representatives.

How do I get more information? The Court appointed lawyers from the law firms Tousley Brain Stephens PLLC and McNaul Ebel Nawrot & Helgren PLLC as “Class Counsel” to represent you and the other Settlement Class Members. The Court appointed Jason T. Dennett of Tousley Brain Stephens PLLC as Lead Class Counsel. For more information about this Settlement or to obtain copies of the Long Form Notice, go to www.URL.com, or contact the settlement administrator at 1-[REDACTED]-[REDACTED]-[REDACTED], or call Lead Class Counsel at 1-XXX-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT, THE CLERK’S OFFICE, DEFENDANTS, OR DEFENDANTS’ COUNSEL REGARDING THIS NOTICE. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to Lead Class Counsel or the Claims Administrator.

Requests for the Long Form Notice should be made to the Settlement Administrator:

Colacurcio v. Insight Settlement Administrator
[ADDRESS]

All other inquiries, other than requests for the Long Form Notice, should be made to Lead Class Counsel:

Tousley Brain Stephens PLLC

Jason T. Dennett
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
(206) 621-1158
jdennett@tousley.com

EXHIBIT 2

Colacurcio, et al. v. Insight Venture Partners VII, L.P., et al.,
No. 2:20-cv-01856-RSM

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS WHETHER OR NOT YOU ACT!**

**IF YOU SOLD SMARTSHEET STOCK IN THE JUNE 2017 TENDER
OFFER, THEN YOU MAY BE ENTITLED TO A PAYMENT FROM A
CLASS ACTION SETTLEMENT**

The United States District Court for the Western District of Washington has authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- A Settlement has been proposed in a class action lawsuit arising out of the sale of Smartsheet stock in a 2017 Tender Offer. Plaintiffs in the lawsuit alleged that Defendants violated the Washington State Securities Act and Ryan Hinkle breached his fiduciary duties when certain of the Defendants purchased shares of Smartsheet Inc. stock without disclosing allegedly material information about Smartsheet Inc.'s initial public offering plans. Defendants disclaim and deny any fault, liability, or wrongdoing, but have agreed to the settlement to avoid the uncertainties and expenses associated with continuing the case.
- If you sold shares of Smartsheet Inc. stock in the 2017 Tender Offer, you may be included in this Settlement as a "Settlement Class Member."
- As part of the proposed settlement, Defendants have agreed to establish a \$26.2 million Settlement Fund. Settlement Class Members who do not exclude themselves will be eligible to receive a share of the Settlement Fund.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION

DO NOTHING	You will be entitled to receive a payment from the Settlement Fund if the Court approves the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS	You can choose to exclude yourself from the settlement or "opt out." To exclude yourself, you must affirmatively submit a request to be excluded. If you exclude yourself, this means you choose not to participate in the settlement and you will receive no benefits from the settlement, but you will retain any rights you currently have against the Defendants about the claims in this case.

<p>OBJECT TO THE SETTLEMENT</p>	<p>You can object to the settlement by sending a written objection to the Settlement Administrator explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court and the settlement is approved, you <u>will</u> be entitled to receive a payment and you <u>will not</u> be able to sue Defendants or other released parties for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.</p>
--	--

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Colacurcio, et al. v. Insight Venture Partners VII, L.P., et al.* The case is a “class action.” That means that the “Named Plaintiffs,” Maris and David Hanson and James McMurchie, are individuals who are acting on behalf of a group that includes certain Smartsheet Inc. shareholders who sold shares of Smartsheet Inc. stock in the June 2017 tender offer, the “Tender.” The persons in this group are collectively called the “Settlement Class Members.”

The Named Plaintiffs claim that Defendants violated the Washington State Securities Act and Ryan Hinkle breached his fiduciary duties when certain of the Defendants purchased shares in the Tender without disclosing allegedly material information about Smartsheet Inc.’s initial public offering plans. Defendants disclaim and deny any fault, liability, or wrongdoing.

2. Who are the Defendants?

Defendants are entities and their managers that purchased shares from Smartsheet shareholders in the Tender, Insight Venture Partners VII, L.P., a Cayman Islands limited partnership; Insight Venture Partners (Cayman) VII, L.P., a Cayman Islands limited partnership; Insight Venture Partners VII (Co-Investors), L.P., a Cayman Islands limited partnership; Insight Venture Partners (Delaware) VII, L.P., a Delaware limited partnership; Insight Venture Partners Coinvestment Fund II, L.P., a Delaware limited partnership; Insight Venture Associates VII, L.P., a Delaware limited partnership; Insight Venture Associates VII, Ltd., a Cayman Islands limited company; Insight Venture Associates Coinvestment II, L.P., a Delaware limited partnership; Insight Venture Management, LLC, a Delaware limited liability company; and Insight Holding Group, LLC, a Delaware limited liability company. Also named as a Defendant is Ryan Hinkle, who was a representative on Smartsheet’s Board of Directors that was appointed by certain of the other Defendants (collectively, “Defendants”).

3. Is Smartsheet a party to the lawsuit?

Smartsheet Inc. is not a party to this lawsuit. However, if you participate in the settlement, you will give up any rights you currently have to sue Smartsheet, Inc. relating to the Tender, as further described below.

Smartsheet Inc. approves of and encourages the participation of all class members in the settlement, including past and present employees.

4. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiffs' lawyers' job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, these lawyers, known as "Class Counsel," make this recommendation to the Named Plaintiffs. The Named Plaintiffs have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel's opinion, that this settlement is in the best interest of all Settlement Class Members for at least the following reasons:

There is legal uncertainty about whether the Court (or eventually a trial court judge or a jury) will find that Defendants omitted material information in the Tender about Smartsheet Inc.'s initial public offering plans in violation of the Washington State Securities Act or otherwise acted improperly. There also is uncertainty about whether the Named Plaintiffs' claims are subject to other defenses that might result in no recovery or less recovery to Settlement Class Members. Even if the Named Plaintiffs were to win at trial, it may take years of litigation, including the potential for appeal(s), before any payments would be made. By settling, the Settlement Class Members will avoid these and other risks and the delays associated with continued litigation.

Although Defendants dispute the Named Plaintiffs' claims, they have agreed to settle to avoid the costs, distractions and risks of further litigation. Thus, even though Defendants deny that they did anything improper, they believe settlement is in their best interest.

WHO IS IN THE SETTLEMENT

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

If you received a notice directed to you in the mail, and do not exclude yourself from the settlement, then Defendants' records indicate that you are a Settlement Class Member who is entitled to receive a payment.

YOUR OPTIONS

6. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement if the Court approves the settlement; (2) exclude yourself from the settlement ("opt

out” of it); or (3) participate in the settlement but object to the settlement and/or attorney’s fees and expenses and service awards. Each of these options is described in a separate section below.

7. What are the critical deadlines?

If you do nothing and the Court approves the settlement, you will receive settlement funds via check mailed to your residence of record.

The deadline for sending a letter to exclude yourself from or opt out of the settlement is [REDACTED] (your exclusion letter must be postmarked by this date).

The deadline to submit an objection to the Court is [REDACTED] (your objection must be postmarked by this date).

8. How do I decide which option to choose?

If you do not like the settlement, if you do not want benefits from this settlement, or if you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement or the attorney’s fees and expenses, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees that the settlement is unreasonable, unfair, or inadequate, then the settlement will not be approved and no payments will be made to you or any other Settlement Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still be entitled to receive a payment.

9. What has to happen for the settlement to be approved?

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which authorized this Notice. The Court will make a final decision regarding the settlement at a “Fairness Hearing” or “Final Approval Hearing,” which is currently scheduled for [REDACTED].

THE SETTLEMENT PAYMENT

10. How much is the settlement?

Defendants have agreed to create a Settlement Fund of \$26,200,000.00. As discussed separately below, attorneys’ fees, litigation costs, administrative costs, and service awards to the Named Plaintiffs, will be paid out of this amount. The balance of the Settlement Fund will be divided among all Settlement Class Members proportionally to their participation in the Tender.

11. How much of the settlement fund will be used to pay for attorney fees and costs?

Class Counsel will request that the Court award up to twenty-three and a half percent (23.5%) of the value of the settlement as attorneys' fees, as well as request the Court authorize reimbursement for litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs to award based on a number of factors, including the risk associated with bringing the case, the amount of time spent on the case, the amount of costs incurred to prosecute the case, the quality of the work, and the outcome of the case.

12. How much of the settlement fund will be used to pay the Named Plaintiffs a Service Award?

Class Counsel on behalf of the Named Plaintiffs will request that the Court award Mr. McMurchie up to \$10,000 for his role in securing this settlement on behalf of the class, and that the Court award Mr. and Mrs. Hanson together up to \$10,000 for their role in securing this settlement on behalf of the class. The Court will decide if a Service Award is appropriate and if so, the amount of the award.

13. How much will my payment be?

The balance of the Settlement Fund after deduction of attorneys' fees, litigation costs, administrative costs, and service awards will be divided among all Settlement Class Members in proportion to their principal damages under the Washington State Securities Act ("WSSA"), RCW 21.20.430. Settlement Class Members that do not submit a request in writing to be excluded from the Settlement will receive a check for the amount they are entitled to receive from the Settlement Administrator in accordance with the formula below.

Under the Washington State Securities Act, the presumptive remedy for a breach is the return of your stock. However, because the buyers in the Tender no longer own the Smartsheet shares they purchased in the Tender, principal damages are based off the date that the buyers disposed of their Smartsheet stock.

WSSA principal damages are the price per share that the buyers received for the shares when they eventually sold them, minus the amount that each Class Member received for their shares in the Tender.

The "Average Disposition Price" in the formula below means the average estimated price at which the buyers in the Tender disposed of their shares in Smartsheet Inc.

Class Counsel estimates that if the Court approves the Settlement, each Class Member will receive approximately \$8.24 – \$9.71 per share they sold in the Tender; this estimate may vary depending on factors such as the class of shares they sold in the Tender, participation in the Settlement, and administrative expenses. This amount may be higher depending on the Settlement Class Members that elect to opt out of the Settlement. Settlement Class Members received slightly different share prices in the Tender depending on the class of their shares.

The Settlement Fund will be distributed to each Class Member in amounts equal to:

(The number of shares a Settlement Class Member sold in the Tender times the Average Disposition Price) minus (the total dollar value that a Settlement Class Member received in the Tender)

Divided by:

(The number of shares all Settlement Class Members in the aggregate sold in the Tender times the Average Disposition Price) minus (the total dollar value all Settlement Class Members in the aggregate received in Tender)

Times the Net Settlement Fund

For example, if:

1. Settlement Class Member A sold 10 shares in the Tender;
2. The Average Disposition Price was \$3;
3. Settlement Class Member A received \$10 in the Tender;
4. All Settlement Class Members sold 100 shares in the Tender; and
5. All Settlement Class Members received a combined \$100 in the Tender, then
6. Settlement Class Member A would receive 10% of the Net Settlement Fund.

14. What was the estimate of damages at trial?

If this case went to trial, Plaintiffs intended to ask for WSSA principal damages of \$28.14 to \$28.60 per share plus interest and attorney’s fees. Defendants do not agree with the assertion that they violated the WSSA or that the Settlement Class suffered any damages as a result of their conduct.

15. Do I have to do anything if I want to participate in the settlement?

No. Any amount you are entitled to under the terms of the settlement will be distributed to you unless you choose to exclude yourself from the settlement, or “opt out.” Excluding yourself from the settlement means you choose not to participate in the settlement. You will keep any individual claims you currently have against Defendants, but you will not receive a payment. In that case, if you choose to seek recovery against Defendants, then you will have to file a separate lawsuit or claim.

16. When will I receive my payment?

The Court will hold a Final Fairness Hearing (explained below in Questions 23–25) on , 2022 to consider whether the settlement should be approved. If the Court approves the settlement, then the Settlement Administrator estimates it will begin issuing payments to Settlement Class Members within approximately forty days of the Court’s final approval. However, if someone objects to the settlement, and the objection is sustained or the settlement is otherwise terminated, then you will not receive a payment. Even if all objections are overruled and the Court approves

the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

17. How do I exclude myself from the settlement?

If you do not want to receive a payment, or if you want to keep any right you may have to sue Defendants for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you **must** send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Colacurcio v. Insight* class action.” You must include your name, your address, your telephone number, the date, and your signature. Your exclusion or opt out request must be postmarked by [REDACTED], and sent to:

Colacurcio v. Insight Settlement Administrator
[ADDRESS]

18. What happens if I opt out of the settlement?

If you opt out of the settlement, you will preserve and not give up any of your rights that you may now have to sue Defendants related to the claims alleged in this case. However, you will not be entitled to receive a payment from this settlement.

19. If I exclude myself, can I obtain a payment from this settlement?

No. If you exclude yourself, you will not be entitled to a payment from this settlement.

OBJECTING TO THE SETTLEMENT

20. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it, the attorney’s fees and expenses, and the service awards that you do not like **IF** you do not exclude yourself, or opt out, from the settlement. (Settlement Class Members who exclude themselves from the settlement have no right to object to how other Settlement Class Members are treated.) To object, you **must** send a written document to the Settlement Administrator, the Court, Class Counsel, and Defendants’ Counsel, by first class mail, postage pre-paid, at the addresses below. Your objection must include the following:

- A heading referring to the *Colacurcio v. Insight* Class Action;
- Your name, address, telephone number, the last four digits of your Social Security Number, and the contact information for any attorney you have retained in connection with this case;

- A statement of the factual and legal basis for each objection and any exhibits you wish the Court to consider in connection with the objection;
- A statement as to whether you intend to appear at the Final Approval Hearing, either in person or through an attorney, and, if through an attorney, identifying the attorney by name, address, and telephone number; and
- Your signature.

Class Counsel and/or Defendants’ Counsel will file any responses to objections at least seven days before the Final Approval Hearing Date.

Be advised that if you object to the settlement and retain an attorney for purposes of objecting, you are solely responsible for paying that attorney’s fees and costs.

If you fail to comply with the provisions herein, you will waive and forfeit any and all rights to appear and/or object separately, and you will be bound by the terms of the settlement and the orders and judgments of the Court.

All objections must be post-marked no later than [REDACTED], and must be mailed to the above-identified recipients as follows:

SETTLEMENT ADMINISTRATOR <i>Colacurcio v. Insight Settlement</i> Administrator [ADDRESS]	THE COURT U.S. District Court Attn: Clerk of the Court 700 Stewart Street, Suite 2310 Seattle, WA 98101
CLASS COUNSEL Tousley Brain Stephens PLLC Attn: Jason T. Dennett 1200 Fifth Avenue, Suite 1700 Seattle, WA 98101	DEFENDANTS’ COUNSEL Willkie Farr & Gallagher LLP Attn: Jeffrey B. Korn 787 Seventh Avenue New York, NY 10019

21. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the settlement or the attorney’s fees and expenses are fair, reasonable, and adequate for the Class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a payment if the settlement is approved, but you will release claims you might have against Defendants and Smartsheet, Inc. alleged in the lawsuit or relating to the Tender as provided in the settlement. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement and do not want to receive a payment or release claims you might have against Defendants or Smartsheet, Inc. for the claims alleged in this lawsuit or relating to the Tender.

22. What happens if I object to the settlement?

If the Court sustains your objection, or the objection of any other Settlement Class Member, to the settlement, then the settlement will be terminated and litigation between the parties will continue. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

THE COURT’S FAIRNESS HEARING

23. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval or Fairness Hearing at [REDACTED] a.m. on [REDACTED], 2022 at Courtroom 13134, 700 Stewart Street, Seattle, WA 98101. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys’ fees and expenses and whether and how much the Named Plaintiffs should get as a “Service Award” for acting as class representatives.

24. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so. If you have submitted an objection, then you may want to attend.

25. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 20, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you do nothing at all, and if the settlement is approved, then you may receive a payment that represents your share of the Settlement Fund. You will be considered a part of the Settlement Class, and you will give up claims against Defendants and Smartsheet, Inc. for the conduct identified in the settlement. You will not give up any other claims you might have against Defendants or Smartsheet, Inc. that are not released in this settlement.

THE LAWYERS REPRESENTING YOU

27. Do I have a lawyer in this case?

The Court appointed lawyers from the law firms Tousley Brain Stephens PLLC and McNaul Ebel Nawrot & Helgren PLLC as “Class Counsel” to represent you and the other Settlement Class Members. The Court appointed Jason T. Dennett of Tousley Brain Stephens PLLC as Lead Class Counsel.

28. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund.

29. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Final Fairness Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. Class Counsel will file with the Court and post on the Settlement Website its request for attorneys’ fees, costs, and service awards by [REDACTED]. You may review a physical copy of the fee application at the website established by the Settlement Administrator, URL, or by requesting a copy from the Settlement Administrator or Lead Class Counsel.

30. How do I get more information?

For more information, go to www.URL.com, or contact the settlement administrator at 1-[REDACTED]-[REDACTED], or call Lead Class Counsel at 1-[REDACTED]-[REDACTED]-[REDACTED].

All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to Lead Class Counsel or the Settlement Administrator. For additional information about the settlement and/or to obtain copies of the settlement agreement, the pleadings in this case or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator or Lead Class Counsel as follows:

Settlement Administrator:

Colacurcio v. Insight Settlement Administrator

[ADDRESS]

Lead Class Counsel:

Tousley Brain Stephens PLLC
Jason T. Dennett
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
(206) 621-1158
jdennett@tousley.com

PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF DEFENDANTS CONCERNING THIS NOTICE OR THE SETTLEMENT.

EXHIBIT 3

The Honorable Ricardo S. Martinez

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

PATRICK COLACURCIO, MARIS and
DAVID HANSON, and JAMES McMURCHIE,
individually and on behalf of all others similarly
situated;

Plaintiffs,

v.

INSIGHT VENTURE PARTNERS VII, L.P., a
Cayman Islands limited partnership; INSIGHT
VENTURE PARTNERS (CAYMAN) VII, L.P.,
a Cayman Islands limited partnership; INSIGHT
VENTURE PARTNERS VII (CO-
INVESTORS), L.P., a Cayman Islands limited
partnership; INSIGHT VENTURE PARTNERS
(DELAWARE) VII, L.P., a Delaware limited
partnership; INSIGHT VENTURE PARTNERS
COINVESTMENT FUND II, L.P., a Delaware
limited partnership; INSIGHT VENTURE
ASSOCIATES VII, L.P., a Delaware limited
partnership; INSIGHT VENTURE
ASSOCIATES VII, LTD., a Cayman Islands
limited company; INSIGHT VENTURE
ASSOCIATES COINVESTMENT II, L.P., a
Delaware limited partnership; INSIGHT
VENTURE MANAGEMENT, LLC, a Delaware
limited liability company; INSIGHT HOLDING
GROUP, LLC, a Delaware limited liability
company, and RYAN HINKLE,

Defendants.

NO. 2:20-cv-01856-RSM

[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT

Noting Date: SAME DAY

1
2 This matter is before the Court on Plaintiffs' Unopposed Motion for Preliminary
3 Approval of Class Action Settlement (the "Motion") for consideration of whether the Court
4 should grant preliminary approval of the proposed Stipulation and Agreement of Settlement
5 ("Settlement") reached by the Parties, preliminarily certify the proposed Settlement Class, and
6 approve the proposed plan for notifying the Potential Settlement Class.¹ Having reviewed the
7 proposed Settlement, together with its exhibits, and based upon the relevant papers and all prior
8 proceedings in this matter, the Court determines that the proposed Settlement satisfies the criteria
9 for preliminary approval, the proposed Settlement Class is preliminarily certified, and the
10 proposed Notice Program is approved. Accordingly, good cause appearing in the record,
11 Plaintiff's Motion is **GRANTED**, and **IT IS HEREBY ORDERED THAT:**

12 **Provisional Certification of the Settlement Class**

13 1. The Court provisionally certifies the following Settlement Class:

14 All individuals and entities who sold stock in Smartsheet, Inc. in connection
15 with the tender offer for stock of Smartsheet, Inc. dated June 2, 2017. Excluded
16 from the Settlement Class are (1) the Defendants and all of their respective
17 employees, officers, directors, agents, immediate family members, legal
18 representatives, parent corporations, subsidiaries, controlled affiliates, insurers,
19 guarantors, heirs, successors, and assigns, (2) all other Smartsheet shareholders
20 who offered to purchase shares in the June 2017 tender offer, (3) Mark Mader,
21 Brent Frei, Kara Hamilton, and Andrew Lientz, (4) the Judge presiding over this
22 Action and all members of his family, and (5) persons who timely and validly
23 request exclusion from the Settlement Class.

This Settlement Class is provisionally certified for purposes of settlement only.

¹ Unless otherwise indicated, all capitalized terms used herein have the same meaning as those used in the Settlement (Exhibit __).

1 the Settlement as provided herein. The Settlement meets the criteria for approval, and warrants
2 issuance of notice to the Settlement Class. Accordingly, the Court preliminarily approves the
3 terms of the Settlement Agreement.

4 **Notice and Administration**

5 6. Administrator. The Court appoints Angeion Group as Settlement Administrator
6 to administer the notice procedure and the processing of claims, under the supervision of Class
7 Counsel.

8 7. Class Notice. The form and content of the proposed Email Notice and Long Form
9 Notice submitted by the Parties as Exhibits 1–2, respectively, to the Settlement Agreement, are
10 hereby approved. Prior to the dissemination of Class Notice, the Settlement Administrator shall
11 establish a dedicated Settlement Website and shall maintain and update the website through the
12 administration of the Settlement (“Settlement Website”).

13 8. Notice Date. The Court directs that the Settlement Administrator cause a copy of
14 the Email Notice to be emailed to all Potential Settlement Class Members, and a copy of the Long
15 Form Notice to be mailed to all Potential Settlement Class Members, in the manner outlined in
16 the Settlement Agreement. The mailing is to be made by first class United States mail and via
17 email for Potential Settlement Class Members where an existing email address is available,
18 within twenty-eight (28) calendar days following the entry of the Preliminary Approval Order.
19 The Settlement Website shall include, and make available for download, copies of the Settlement
20 Agreement and Long Form Notice.

21 9. Findings Concerning Notice. The Court finds and determines that the Email
22 Notice and Long Form Notice constitute the best notice practicable under the circumstances,
23 constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to

1 receive such notices, and fully satisfies the requirements of due process, Rule 23 of the Federal
2 Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court
3 further finds that the Notices are written in plain language, use simple terminology, and are
4 designed to be readily understandable by Settlement Class Members.

5 10. Funds Held by Settlement Administrator. All funds held by the Settlement
6 Administrator shall be deemed and considered to be *in custodia legis* of the Court and shall
7 remain subject to the jurisdiction of the Court until such time as the funds are distributed pursuant
8 to the Settlement or further order of the Court.

9 **Exclusions**

10 11. Any Potential Settlement Class Member that wishes to be excluded from the
11 Settlement Class must mail an Exclusion Letter to the Settlement Administrator at the addresses
12 provided in the Notice, postmarked no later than the Deadline to Opt-Out, as specified on the
13 Notice, and sent via first class postage pre-paid U.S. mail. The Exclusion Letter must include the
14 name of this Litigation (*Colacurcio v. Insight*); the full name, address, and telephone number of
15 the Potential Settlement Class Member; and a statement that the Potential Settlement Class
16 Member wishes to be excluded from the Settlement. The Exclusion Letter shall be signed and
17 dated by the Potential Settlement Class Member or by an individual or entity with the authority
18 to bind the Potential Settlement Class Member.

19 **Objections**

20 12. A Potential Settlement Class Member that complies with the requirements of this
21 Order may object to the Settlement, the Plan of Allocation, the request of Class Counsel for an
22 award of attorneys' fees, costs, and expenses, and/or the request for a Service Award.
23

1 13. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or
2 other documents submitted by any Settlement Class Member shall be received and considered
3 by the Court, unless the objection is: (a) electronically filed with the Court by the Deadline to
4 Object; or (b) mailed first-class postage prepaid to the Settlement Administrator, Clerk of Court,
5 Class Counsel, and Defendants' Counsel at the addresses listed in the Notice and postmarked by
6 no later than the Deadline to Object, as specified in the Notice. For the objection to be considered
7 by the Court, the objection shall set forth:

- 8 a. A heading referring to the *Colacurcio v. Insight* Action;
- 9 b. The objector's name, address, telephone number, the last four digits of his or
10 her Social Security Number, and the contact information for any attorney
11 retained by the objector in connection with the objection or otherwise in
12 connection with this case;
- 13 c. A statement of the factual and legal basis for each objection and any exhibits
14 the objector wishes the Court to consider in connection with the objection; and
- 15 d. A statement as to whether the objector intends to appear at the Final Approval
16 Hearing, either in person or through counsel, and, if through counsel,
17 identifying the counsel by name, address, and telephone number; and
- 18 e. The objector's signature.

19 14. Any Settlement Class Member that fails to comply with the provisions in this
20 Order will waive and forfeit any and all rights it may have to object, and shall be bound by all
21 the terms of the Settlement, this Order, and by all proceedings, orders, and judgments, including,
22 but not limited to, the releases in the Settlement, if finally approved. Any Potential Settlement
23

1 Class Member who both objects to the Settlement and submits an Exclusion Letter will be
2 deemed to have opted-out and the objection shall be deemed null and void.

3 **Final Approval Hearing**

4 15. Final Approval Hearing. A hearing will be held by this Court in the Courtroom of
5 The Honorable Ricardo S. Martinez, United States District Court for the Western District of
6 Washington, United States Courthouse, 700 Stewart Street, Suite 13134, Seattle, WA 98101-
7 9906 at _____ .m. on _____, 2022 (“Final Approval Hearing”), to
8 determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the
9 Class; (b) whether the Final Approval Order should be entered in substance materially the same
10 as Exhibit 4 to the Settlement Agreement; (c) whether the Settlement Agreement should be
11 approved as fair, reasonable, and adequate to the Settlement Class; (d) whether to approve the
12 application for service awards for the Named Plaintiffs (“Service Awards”) and an award of
13 attorneys’ fees and litigation expenses (“Fee Award and Costs”); and (e) any other matters that
14 may properly be brought before the Court in connection with the Settlement. The Final Approval
15 Hearing is subject to continuation or adjournment by the Court without further notice to the Class.
16 The Court may approve the Settlement with such modifications as the Parties may agree to, if
17 appropriate, without further notice to the Class.

18 16. Class Counsel shall submit their application for fees, costs, and expenses and the
19 application for a Service Award no later than **98 days** after entry of this Order. The deadline to
20 file an objection and any response to Class Counsel’s motions is no later than **112 days** after
21 entry of this Order. The deadline to file responses, if any, to any objections, and any replies in
22 support of final approval of the Settlement and/or Class Counsel’s application for attorneys’ fees,
23 costs, and expenses and for a Service Award shall be **126 days** after entry of this Order.

1 17. Any Settlement Class Member that has not timely and properly excluded himself,
 2 herself, or itself from the Settlement Class in the manner described above may appear at the Final
 3 Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court,
 4 regarding the proposed Settlement; provided, however, that no Potential Settlement Class
 5 Member that has elected to exclude himself, herself, or itself from the Settlement Class shall be
 6 entitled to object or otherwise appear, and further provided that no Settlement Class Member
 7 shall be heard in opposition to the Settlement unless the Settlement Class Member complies with
 8 the requirements of this Order pertaining to objections, which are described above.

9 18. CAFA Notice. Prior to the Final Approval Hearing, Class Counsel and Defendants
 10 shall cause to be filed with the Court an appropriate affidavit or declaration with respect to
 11 complying with the provision of notice as set forth in Section 2(b) of the Settlement.

12 19. Stay of the Action. Pending the Final Approval Hearing, all proceedings in the
 13 Action, other than proceedings necessary to carry out or enforce the terms and conditions of the
 14 Settlement and this Order, are hereby stayed.

15 **Summary of Deadlines**

16 Notice Date	28 days after Preliminary Approval
17 Deadline to Opt-Out	77 days after Preliminary Approval
18 Deadline for Motion for Final Approval of the Settlement and Motion for attorneys' fees, costs, and for a Service Award	98 days after Preliminary Approval
19 Deadline to Object	112 days after Preliminary Approval
20 Reply in Support of Motion for attorneys' fees, costs, and for a Service Award and Final Approval Motion	126 days after Preliminary Approval
21 Final Approval Hearing	_____, 2022 at __: __ AM/PM [at least 140 days after preliminary approval]

Termination of the Settlement and Use of this Order

20. If the Settlement is not finally approved by the Court or is terminated in accordance with the terms of the Settlement, this Order shall become null and void and shall be without prejudice to the rights of the Parties, all of which shall be restored to their respective positions existing immediately before this Court entered this Order. In such event, the Settlement shall become null and void and be of no further force and effect, and neither the Settlement (including any Settlement-related filings) nor the Court’s orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

21. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, then this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against any Settlement Class Representative or any other Settlement Class Member that its claims lack merit or that the relief requested is inappropriate, improper, and unavailable; and shall not constitute a waiver by any party of any defense (including, without limitation, any defense to class certification) or claims it may have in this Litigation or in any other lawsuit.

IT IS SO ORDERED this _____ day of _____, 2021.

Hon. Ricardo S. Martinez
U.S. District Court Judge

Presented by:

1 TOUSLEY BRAIN STEPHENS PLLC

2
3 By: s/

4 Jason T. Dennett, WSBA #30686
5 Kim D. Stephens, WSBA #11984
6 Cecily C. Jordan, WSBA #50061
7 Kaleigh N. Powell, WSBA #52684
8 Email: kpowell@tousley.com
9 1200 Fifth Avenue, Suite 1700
10 Seattle, WA 98101
11 Tel: (206) 682-5600/Fax: (206) 682-2992
12 Email: Jdennett@tousley.com
13 kstephens@tousley.com
14 kpowell@tousley.com
15 cjordan@tousley.com

16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

McNAUL EBEL NAWROT & HELGREN PLLC

By: s/

Avi J. Lipman, WSBA No. 37661
Malaika M. Eaton, WSBA No. 32837
Ai-Li Chiong-Martinson, WSBA No. 53359
Michael P. Hatley, WSBA No. 57500
600 University Street, Suite 2700
Seattle, Washington 98101
Telephone (206) 467-1816
Email: meaton@mcnaul.com
alipman@mcnaul.com
achiongmartinson@mcnaul.com
mhatley@mcnaul.com

EXHIBIT 4

The Honorable Ricardo S. Martinez

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

PATRICK COLACURCIO, MARIS and
DAVID HANSON, and JAMES McMURCHIE,
individually and on behalf of all others similarly
situated;

Plaintiffs,

v.

INSIGHT VENTURE PARTNERS VII, L.P., a
Cayman Islands limited partnership; INSIGHT
VENTURE PARTNERS (CAYMAN) VII, L.P.,
a Cayman Islands limited partnership; INSIGHT
VENTURE PARTNERS VII (CO-
INVESTORS), L.P., a Cayman Islands limited
partnership; INSIGHT VENTURE PARTNERS
(DELAWARE) VII, L.P., a Delaware limited
partnership; INSIGHT VENTURE PARTNERS
COINVESTMENT FUND II, L.P., a Delaware
limited partnership; INSIGHT VENTURE
ASSOCIATES VII, L.P., a Delaware limited
partnership; INSIGHT VENTURE
ASSOCIATES VII, LTD., a Cayman Islands
limited company; INSIGHT VENTURE
ASSOCIATES COINVESTMENT II, L.P., a
Delaware limited partnership; INSIGHT
VENTURE MANAGEMENT, LLC, a Delaware
limited liability company; INSIGHT HOLDING
GROUP, LLC, a Delaware limited liability
company, and RYAN HINKLE,

Defendants.

NO. 2:20-cv-01856-RSM

[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT

Noting Date:

1 This matter came before the Court on Plaintiffs’ Motion for Final Approval of Class
2 Action Settlement (“Final Approval Motion”). All capitalized terms not otherwise defined have
3 the meanings set forth in the Settlement Agreement (Dkt. ___) (“Settlement”).

4 On _____, this Court entered an order granting preliminary approval (the
5 Preliminary Approval Order”) (Dkt. ___), in which the Court preliminarily approved the
6 proposed Settlement as being fair, reasonable, and adequate to the Settlement Class; preliminarily
7 certified the Settlement Class; designated Named Plaintiffs and Class Counsel; appointed a
8 Settlement Administrator; approved the forms and methods of disseminating information about
9 the Settlement and found them to constitute the best notice practicable under the circumstances,
10 constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to
11 receive such notices, and fully satisfy the requirements of due process, Rule 23 of the Federal
12 Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules; established
13 procedures for Class Members to opt out of or object to the Settlement, attorney’s fees, and
14 service awards; established deadlines for the filing of a motion for final approval of the
15 Settlement and motion for attorneys’ fees, costs, and service awards; and scheduled a Final
16 Approval Hearing for _____ during which the Court would determine whether the
17 Settlement should be finally approved and judgment entered thereon.

18 On _____, pursuant to the notice requirements set forth in the Settlement and
19 Preliminary Approval Order, the Settlement Class was apprised of the nature and pendency of
20 the Litigation, the terms of the Settlement, and their rights to request exclusion, object, and/or
21 appear at the Final Approval Hearing.

22 On _____, Plaintiff filed a Motion for Final Approval of the Class Action
23 Settlement (the “Final Approval Motion”) and along with supporting declarations and exhibits;

1 and Class Counsel filed their Motion for an Award of Attorneys' Fees and Reimbursement of
2 Expenses and accompanying declarations from counsel of record in the Litigation setting forth
3 their time and expenses and related exhibits (the "Fee Application").

4 On _____ the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether
5 the Settlement is fair, reasonable, and adequate; and (2) whether judgment should be entered
6 dismissing all claims in the Complaint with prejudice. Prior to the Final Approval Hearing, Class
7 Counsel filed a declaration from the Settlement Administrator confirming that the Notice
8 Program was completed in accordance with the Settlement and Preliminary Approval Order.
9 Accordingly, the Court is satisfied that Settlement Class Members were properly notified of their
10 right to appear at the Final Approval Hearing in support of, or in opposition to, the proposed
11 Settlement, the award of attorneys' fees, costs, and expenses, and the payment of a Service
12 Award.

13 Having fully considered and reviewed the proposed Settlement, together with its exhibits,
14 and based upon the relevant papers and all prior proceedings in this matter, the Court determines
15 that the proposed Settlement satisfies the criteria for final approval, the proposed Settlement
16 Class is certified, and the Notice Program is approved. Accordingly, good cause appearing in the
17 record, Plaintiffs' Motion is **GRANTED**, and the Court hereby **FINDS AND ORDERS THAT:**

18 **Final Approval of the Settlement**

19 1. The Court has personal jurisdiction over the Parties and Settlement Class
20 Members. This Court has subject matter jurisdiction over this Litigation and over all claims raised
21 therein and all matters that relate to the Settlement. Venue is proper.

22 2. The Settlement was entered into in good faith following arm's-length negotiations
23 before an experienced mediator and is non-collusive. Negotiations took place after Class Counsel

1 adequately investigated the claims of the named Plaintiffs and the Settlement Class and became
2 familiar with the strengths and weaknesses of the claims in the Litigation, and the risks attendant
3 to continued prosecution of those claims.

4 3. The Settlement is in all respects fair, reasonable, and adequate. The Settlement
5 offers substantial benefits to the Settlement Class and is in the best interests of the Settlement
6 Class. The Settlement satisfies Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”). The
7 Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including
8 as to the outcome of continued litigation of this complex matter, which further supports the
9 Court’s finding that the Settlement is fair, reasonable, adequate and in the best interest of the
10 Settlement Class.

11 4. The Court grants full and final approval of the Settlement, as reflected in the
12 Settlement Agreement, including but not limited to the releases and the plan for allocation and
13 distribution of the Settlement funds as provided in the Settlement Agreement. As the Court finds
14 that the Settlement is, in all respects, fair, reasonable, and in the best interest of the Settlement
15 Class, all Settlement Class Members who have not opted-out are bound to the Settlement and
16 this Final Approval Order and Judgment. The Parties are directed to effectuate the Settlement in
17 accordance with the terms of the Settlement Agreement.

18 5. This Judgment incorporates and makes a part hereof the Settlement Agreement.

19 **Objections and Opt-Outs**

20 6. The Court finds that ____ objections have been submitted by Settlement Class
21 Members. The Court has considered the objections to the Settlement. The objections are without
22 merit and are overruled in all respects.

1 similarly situated to absent Settlement Class Members; that Named Plaintiffs have Article III
2 standing to pursue their claims; that Named Plaintiffs are typical of the Class; and that Named
3 Plaintiffs have fairly and adequately represented the Settlement Class and will continue to do so.

4 11. The Court grants Final approval to the appointment of Plaintiffs' Counsel from
5 the firms Tousley Brain Stephens PLLC and McNaul Ebel Nawrot & Helgren PLLC as Class
6 Counsel pursuant to Fed. R. Civ. P. 23(g). The Court further appoints Jason T. Dennett of Tousley
7 Brain Stephens PLLC as Lead Class Counsel. The Court finds that these lawyers are experienced
8 and have adequately protected the interests of the Settlement Class and will continue to do so.

9 **Notice to the Settlement Class**

10 12. The Court finds that the form and content of the Email Notice and Long Form
11 Notice, and the procedures set forth in the Settlement for providing notice of the Settlement to
12 the Settlement Class, were in full compliance with the requirements of Federal Rules of Civil
13 Procedure 23(c)(2)(B) and 23(e); fully, fairly, accurately, and adequately advised members of
14 the Settlement Class of their rights under the Settlement; were reasonably calculated to provide,
15 and did provide, due and sufficient notice to the Settlement Class of the pendency of the
16 Litigation, certification of the Settlement Class for settlement purposes only, the existence and
17 terms of the Settlement, their right to exclude themselves, and their right to object to the
18 Settlement, attorneys' fees and expenses, and service awards; and to appear at the Final Approval
19 Hearing; afforded Settlement Class Members with adequate time and opportunity to file
20 objections to the Settlement and submit requests for exclusion; provided the best notice
21 practicable under the circumstances; and fully satisfied the requirements of due process, the
22 Federal Rules of Civil Procedure, and all other applicable laws.

1 and enjoined from prosecuting any and all of the Plaintiffs Released Claims
2 against any of the Defendant Releasees.

3 b. Without further action by anyone, and subject to Paragraph 17 below, upon
4 the Effective Date of the Settlement, the Defendants, on behalf of themselves
5 and their respective predecessors, successors, assigns, devisees, spouses,
6 heirs, legatees, and agents, in their capacities as such, shall have, fully, finally,
7 and forever released, relinquished, and discharged any and all of the
8 Defendants Released Claims against each of the Named Plaintiffs and
9 Settlement Class Members, and shall forever be barred and enjoined from
10 prosecuting any and all of the Defendants Released Claims against any of the
11 Named Plaintiffs and Settlement Class Members.

12 17. Notwithstanding Paragraphs 16(a) – 16(b), nothing in this Final Approval Order
13 and Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the
14 Settlement Agreement or this Final Approval Order and Judgment.

15 18. Bar Order. The Court hereby permanently bars any and all claims for contribution
16 against Defendant Releasees arising out of any Plaintiffs Released Claim where the alleged injury
17 to the claiming person or entity arises from that person's or entity's liability to the Settlement
18 Class or any Settlement Class Member (a) by any person or entity against any of the Defendant
19 Releasees or (b) by any of the Defendant Releasees against any other person or entity, other than
20 a person or entity whose liability has been extinguished by the Settlement; provided however that
21 nothing in this paragraph shall give any rights to the Defendants or to any party that the
22 Defendants caused to make payments to recover any funds deposited into the Settlement Fund.
23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

By: s/ _____
Jason T. Dennett, WSBA #30686
Kim D. Stephens, WSBA #11984
Cecily C. Jordan, WSBA #50061
Kaleigh N. Powell, WSBA #52684
Email: kpowell@tousley.com
1200 Fifth Avenue, Suite 1700
Seattle, WA 98101
Tel: (206) 682-5600/Fax: (206) 682-2992
Email: Jdennett@tousley.com
kstephens@tousley.com
kpowell@tousley.com
cjordan@tousley.com

McNAUL EBEL NAWROT & HELGREN PLLC

By: s/ _____
Avi J. Lipman, WSBA No. 37661
Malaika M. Eaton, WSBA No. 32837
Ai-Li Chiong-Martinson, WSBA No. 53359
Michael P. Hatley, WSBA No. 57500
600 University Street, Suite 2700
Seattle, Washington 98101
Telephone (206) 467-1816
Email: meaton@mcnaul.com
alipman@mcnaul.com
achiongmartinson@mcnaul.com
mhatley@mcnaul.com