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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

In re TAHOE RESOURCES, INC. SECURITIES  
LITIGATION

Case No. 2:17-cv-01868-RFB-NJK

This Document Relates to: All Actions

AND

Court File No.: CV-18-00606411-00CP

***ONTARIO***  
**SUPERIOR COURT OF JUSTICE**

ABRAM B. DYCK

Plaintiff

- and -

0799714 B.C. LTD. and RONALD WAYNE CLAYTON

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**JOINT STIPULATION AND AGREEMENT OF GLOBAL SETTLEMENT  
OF TWO RELATED SECURITIES CLASS ACTIONS  
PENDING IN DIFFERENT JURISDICTIONS**

1 This Joint Stipulation and Agreement of Settlement dated as of May 25, 2023 (“Stipulation”) is  
2 submitted in the action captioned *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-  
3 RFB-NJK (the “U.S. Action”) pending in the United States District Court for the District of Nevada  
4 (the “U.S. Court”), and in the action captioned *Dyck v. Tahoe Resources, Inc. et al.*, Court File No. CV-  
5 18-00606411-00CP (“Canadian Action”) pending in the Ontario Superior Court of Justice (the  
6 “Canadian Court”), (together the “Actions”). This Stipulation is made and entered into between and  
7 among Tiffany Huynh, as executor for the estate of Kevin Nguyen, Lead Plaintiff in the U.S. Action  
8 (“U.S. Plaintiff”), individually and on behalf of each member of the U.S. Settlement Class (defined  
9 below), Abram B. Dyck, Representative Plaintiff in the Canadian Action (“Canadian Plaintiff”),  
10 individually and on behalf of each member of the Canadian Settlement Class (defined below), and  
11 Defendants Tahoe Resources, Inc., its successor 0799714 B.C. Ltd. (Tahoe Resources, Inc. and  
12 0799714 B.C. Ltd. referred to as “Tahoe” or the “Company”), Ronald W. Clayton (“Clayton”), C.  
13 Kevin McArthur (“McArthur”), Mark T. Sadler (“Sadler”), and Edie Hofmeister (“Hofmeister”)  
14 (collectively “Defendants”) by and through their respective counsel, and sets forth a settlement  
15 (“Settlement”) of the Actions. The Settlement is intended to fully, finally, and forever resolve,  
16 discharge, and settle the Actions and the Released Canadian Claims (defined below) and the Released  
17 U.S. Claims (defined below) (including Unknown Claims) (defined below) upon and subject to the  
18 terms and conditions set forth herein.

19 **WHEREAS:**

- 20 A. All words or terms used herein that are capitalized shall have the meanings ascribed to  
21 those words or terms herein and in ¶ 1 hereof entitled “Definitions.”
- 22 B. On July 7, 2017, the initial federal complaint in the U.S. Action was filed in the United  
23 States District Court for the District of Nevada. ECF No. 1.
- 24 C. On July 13, 2018, the U.S. Court appointed Kevin Nguyen as Lead Plaintiff and Faruqi  
25 & Faruqi, LLP as Lead Counsel. ECF No. 54.
- 26 D. On August 31, 2018, U.S. Plaintiff filed a Consolidated Amended Class Action  
27 Complaint (“AC”) in the U.S. Action for violations of the U.S. Federal Securities Laws, alleging that  
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1 Defendants made material misstatements and omissions in violation of Sections 10(b) and 20(a) of the  
2 Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder. ECF No. 59.

3 E. On October 4, 2018, Canadian Plaintiff filed a Statement of Claim in the Canadian  
4 Action asserting against Tahoe and Clayton the right of action for damages for secondary market  
5 misrepresentation under Part XXIII.1 of the Ontario *Securities Act* (and other Canadian securities  
6 legislation, if necessary) and at common law.

7 F. On October 30, 2018, Defendants filed a motion to dismiss the AC in the U.S. Action.  
8 ECF No. 65. Following oral argument on Defendants' motion to dismiss, on June 19, 2019, the U.S.  
9 Court denied Defendants' motion to dismiss except for the claims against former Chief Financial  
10 Officer, Elizabeth McGregor. ECF Nos. 83, 84. As part of its order, the U.S. Court instructed the  
11 parties to bifurcate discovery into two phases, beginning with discovery in the United States in phase  
12 one and foreign discovery in phase two. ECF No. 83 at 50:8-51:5.

13 G. After the motion to dismiss order was entered in the U.S. Action, Defendants and U.S.  
14 Plaintiff began diligently engaging in the first phase of discovery. In August 2019, the parties  
15 exchanged initial disclosures, document requests, and interrogatories.

16 H. On August 2, 2019, Defendants filed a motion to certify the motion to dismiss order for  
17 interlocutory appeal in the U.S. Action and their Answer to the AC. ECF Nos. 88, 90, 91. On March  
18 23, 2020, the U.S. Court denied Defendants' motion for interlocutory appeal. ECF No. 114.

19 I. On June 1, 2020, Canadian Plaintiff served his motion for leave to assert the right of  
20 action under Part XXIII.1 of the Ontario *Securities Act* and for certification of the Canadian Action as a  
21 class proceeding.

22 J. Between December 2019 and September 2020, Defendants produced nearly 150,000  
23 documents to U.S. Plaintiff. In April 2020, U.S. Plaintiff produced 894 documents.

24 K. On July 1, 2021, U.S. Plaintiff filed a motion to certify a class of individuals who  
25 purchased Tahoe common stock in the United States or on the NYSE between April 3, 2013 and August  
26 24, 2017. ECF No. 142. As part of this process, on August 3, 2021, former Lead Plaintiff, Kevin  
27 Nguyen, sat for an all-day deposition taken by Defendants' counsel and the parties took the depositions  
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1 of their opposing experts.

2 L. On July 20, 2021, the Canadian Court approved the terms of a litigation funding  
3 agreement between Canadian Plaintiff and Claims Funding Australia Pty Ltd. as trustee for the Claims  
4 Funding Australia Discretionary Trust (the “Canadian Funder”). The Canadian Funder subsequently  
5 posted security with the Accountant of the Canadian Court in the amount of \$100,000 CAD in July  
6 2021 and an additional \$400,000 CAD in September 2021.

7 M. On July 21 to July 22, 2021, the Canadian Court held a hearing on the leave and  
8 certification motions in the Canadian Action.

9 N. On August 26, 2021, the Canadian Court granted Canadian Plaintiff leave to assert the  
10 right of action under Part XXIII.1 of the Ontario *Securities Act* and certified the Canadian Action as a  
11 class proceeding. At the same time, the Canadian Court also granted Canadian Plaintiff leave to file a  
12 Fresh as Amended Statement of Claim that substituted 0799714 B.C. Ltd. for Tahoe Resources Inc. as a  
13 defendant. The Canadian Court also issued an order on the costs of the motion (on agreement of the  
14 parties following the exchange of written submissions in the fall of 2021).

15 O. Between August 2021 and January 2022, U.S. Plaintiff took the fact depositions of five  
16 former Tahoe employees and three relevant third parties, and served document production subpoenas on  
17 various third parties that resulted in the production of an additional 90,000 documents.

18 P. On February 8, 2022, the U.S. Court held a hearing on U.S. Plaintiff’s class certification  
19 motion, during which time the Court scheduled an evidentiary hearing on the issue of class certification  
20 for April 27-28, 2022. ECF Nos. 165, 173.

21 Q. On January 29, 2022, U.S. Lead Plaintiff, Kevin Nguyen, passed away. *See* ECF No.  
22 175. Therefore, on April 1, 2022, his wife and the sole executor of his estate, Tiffany Huynh, moved to  
23 be substituted for Mr. Nguyen as Lead Plaintiff. *Id.* On September 14, 2022, the U.S. Court granted  
24 Ms. Huynh’s motion and appointed her as the U.S. Lead Plaintiff. ECF No. 193.

25 R. The parties to this Stipulation (the “Parties”) engaged Robert Meyer, a highly  
26 experienced JAMS Mediator (the “Mediator”), and scheduled a mediation for July 28, 2022 to seek to  
27 reach a global resolution of the U.S. Action and the Canadian Action. *See* ECF No. 190. Therefore, on  
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1 April 20, 2022, U.S. Plaintiff and Defendants filed a motion to stay the U.S. Action pending mediation,  
2 which the U.S. Court granted on April 22, 2022. ECF Nos. 183, 184.

3 S. After exchanging detailed mediation briefs, a pre-mediation conference was held on July  
4 25, 2022. ECF Nos. 190. During that conference, it became apparent that productive mediation for a  
5 global settlement of the U.S. and Canadian Actions would not be possible at that time. *Id.*

6 T. After the scheduled mediation was cancelled, U.S. Plaintiff and U.S. Defendants met and  
7 conferred on reopening the U.S. Action to continue fact discovery and to modify the remaining pre-trial  
8 deadlines. Pursuant to these negotiations, the U.S. parties submitted a Joint Stipulation and Proposed  
9 Order to Extend Remaining Pre-Trial Deadlines (ECF No. 191), which was So Ordered on August 22,  
10 2022. ECF No. 192. Therefore, discovery continued in the U.S. Action. On October 5, 2022, U.S.  
11 Plaintiff filed seven motions for letters rogatory to compel the depositions of relevant witnesses in Peru  
12 and Guatemala. ECF Nos. 195 to 215. The U.S. Court granted the motions on October 31, 2022, and  
13 U.S. Plaintiff began the process of serving the letters rogatory on the foreign witnesses. ECF Nos. 222  
14 to 228.

15 U. In December 2022, U.S. Plaintiff took the depositions of the four individual defendants  
16 named in the U.S. Action.

17 V. After the mediation scheduled for July 28, 2022 was cancelled, the Parties continued to  
18 communicate informally about a possible resolution of all claims in the U.S. and Canadian Actions. As  
19 a result of these communications, the Parties were able to reach an agreement on certain threshold  
20 issues so that a formal mediation with the Mediator was re-scheduled at the JAMS offices in Los  
21 Angeles, California for January 31, 2023. On January 31, 2023, the Parties met for a full-day mediation  
22 session with the Mediator. The Parties were able to reach an agreement in principle for a global  
23 settlement of the claims against Defendants in both Actions. Pursuant to the settlement in principle,  
24 Defendants agreed to resolve all claims for two separate lump sum cash payments of \$19,500,000.00  
25 USD (“U.S. Settlement Amount”) to resolve the claims in the U.S. Action and \$13,500,000.00 USD  
26 (“Canadian Settlement Amount”) to resolve the claims in the Canadian Action. Each settlement is to be  
27 administered separately in the jurisdiction in which each Action is pending. The Parties negotiated a  
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1 term sheet (the “Term Sheet”) setting out the main components of the settlement in principle and  
2 thereafter have negotiated the terms of this Settlement.

3 W. On February 3, 2023, the U.S. Court vacated the deadlines for the class certification  
4 motion in that action and requested that the U.S. parties file a joint status report updating the Court on  
5 settlement by March 6, 2023. ECF No. 234. The Joint Status Report was filed, in which the U.S. parties  
6 notified the U.S. Court of the ongoing settlement discussions and their intention to move for  
7 preliminary approval by April 28, 2023. ECF No. 237. The following day, the U.S. Court entered an  
8 order staying all deadlines in the U.S. Action and ordering that the motion for preliminary approval  
9 must be filed by April 28, 2023. ECF No. 238. The U.S. Court subsequently granted the U.S. Parties  
10 an extension of time to May 26, 2023 to file the motion for preliminary approval. ECF No. 240.

11 X. On February 21, 2023, the Parties signed the Term Sheet reducing the agreement in  
12 principle to writing.

13 Y. Plaintiffs in both Actions, through their respective counsel, represent that they conducted  
14 a thorough investigation relating to the claims, defenses, and underlying events and transactions that are  
15 the subject of the Actions. This process included reviewing and analyzing: (i) documents filed publicly  
16 by the Company with the SEC and Ontario Securities Commission; (ii) publicly available information,  
17 including press releases, news articles, and other public statements issued by or concerning the  
18 Company and Defendants; (iii) research reports issued by financial analysts concerning the Company;  
19 (iv) other publicly available information and data concerning the Company; (v) tens of thousands of  
20 documents produced by Defendants in discovery in the U.S. Action (which were only available to the  
21 U.S. Plaintiff and U.S. Plaintiff’s Counsel); (vi) tens of thousands of documents produced by third  
22 parties in discovery in the U.S. Action (which were only available to U.S. Plaintiff and U.S. Plaintiff’s  
23 Counsel); (vii) deposition testimony given by Kevin Nguyen, current and former employees of Tahoe,  
24 Defendants, experts, and third-party fact witnesses in the U.S. Action (which was only available to U.S.  
25 Plaintiff and U.S. Plaintiff’s Counsel); (viii) documents from the Guatemalan court files in the *amparo*  
26 litigation suspending the Escobal mining license; and (ix) the applicable law governing the claims and  
27 potential defenses.

1           Z.       Defendants have denied and continue to deny any wrongdoing, all allegations by  
2 Plaintiffs, and that they have committed any act or omission giving rise to any liability or violation of  
3 law, including the U.S. and Canadian securities laws. Nonetheless, Defendants have determined that it  
4 is desirable and beneficial to them that the Actions be settled in the manner and upon the terms and  
5 conditions set forth in this Stipulation to avoid the further expense, inconvenience, and burden of these  
6 Actions, the distraction and diversion of personnel and resources, and to obtain the conclusive and  
7 complete dismissal and/or release of the Actions and the Released Canadian Claims and the Released  
8 U.S. Claims.

9           AA.     The Stipulation, whether or not consummated, any proceedings relating to any  
10 settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be  
11 construed as, or deemed to be evidence of, an admission or concession on the part of Defendants, or any  
12 of them, with respect to any fact or matter alleged in the Actions, or any claim of fault or liability or  
13 wrongdoing or damage whatsoever, or any infirmity in any claim or defense that has been or could have  
14 been asserted. Each Defendant reserves all defenses to any claims that may be filed by anyone,  
15 including any individual or entity that has sought, or seeks, exclusion from the Settlement Classes.

16           BB.     Plaintiffs believe that the claims asserted in their respective Actions have merit and that  
17 the information developed to date supports the claims asserted. However, Plaintiffs and their counsel  
18 recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the  
19 Actions through trial and appeals. They also have taken into account the uncertain outcome and the risk  
20 of any litigation, especially in complex actions such as the Actions, as well as the difficulties and delays  
21 inherent in such litigation. Plaintiffs' Counsel also are mindful of the inherent problems of proof and  
22 the possible defenses to the claims alleged in the Actions. Based on their evaluation, Plaintiffs and their  
23 counsel believe that the Settlement set forth in this Stipulation confers substantial monetary benefits  
24 upon the Settlement Classes and is in the best interests of Plaintiffs and the Settlement Classes.

25           **NOW THEREFORE**, without any concession by Plaintiffs that the Actions lack merit, and  
26 without any concession by Defendants of any liability or wrongdoing or lack of merit of their defenses,  
27 it is hereby **STIPULATED AND AGREED**, by and among the Parties, through their respective  
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1 attorneys, subject to approval by both the Canadian Court and the U.S. Court, that, in consideration of  
2 the benefits flowing to the Parties hereto, all Released Canadian Claims, Released U.S. Claims and  
3 Released Defendants' Claims, as against all Released Parties, shall be fully, finally, and forever  
4 compromised, settled, released, discharged, and dismissed with prejudice, and without costs, upon and  
5 subject to the following terms and conditions:

6 **DEFINITIONS**

7 1. As used in this Stipulation, the following terms shall have the meanings set forth below.  
8 In the event of any inconsistency between any definition set forth below and any definition in any other  
9 document related to the Settlement, the definition set forth below shall control.

10 a. "Actions" means the civil action captioned *In re Tahoe Resources, Inc. Securities*  
11 *Litigation*, No. 2:17-cv-01868-RFB-NJK pending in the U.S. Court and in the civil action captioned  
12 *Dyck v. Tahoe Resources, Inc. et al.*, Court File No. CV-18-00606411-00CP pending in the Canadian  
13 Court.

14 b. "Alternative Judgment" means a form of final judgment that may be entered by  
15 the U.S. Court or the Canadian Court but in a form other than the form of Judgments provided for in  
16 this Stipulation and where none of the Parties hereto elects to terminate this Settlement by reason of  
17 such variance.

18 c. "Authorized Canadian Claimant" means a Canadian Settlement Class Member  
19 who submits a valid Canadian Claim Form to the Canadian Claims Administrator that is accepted for  
20 payment.

21 d. "Authorized Claimants" means Authorized Canadian Claimants and Authorized  
22 U.S. Claimants.

23 e. "Authorized U.S. Claimant" means a U.S. Settlement Class Member who  
24 submits a valid U.S. Claim Form to the U.S. Claims Administrator that is accepted for payment.

25 f. "Canadian Action" means the civil action captioned *Dyck v. Tahoe Resources,*  
26 *Inc. et al.*, Court File No. CV-18-00606411-00CP pending in the Ontario Superior Court of Justice.

27 g. "Canadian Claim Form" means the Canadian form for submitting a claim in an  
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1 electronic format available on the Canadian Claims Administrator’s website or in hard copy, which,  
2 subject to approval of the Canadian Court, shall be substantially in the form attached as Exhibit 6 to  
3 Exhibit B hereto.

4 h. “Canadian Claims Administrator” means Epiq Class Action Services Canada  
5 Inc., the firm retained by Canadian Plaintiff’s Counsel, subject to Canadian Court approval, to provide  
6 all notices approved by the Canadian Court to Canadian Settlement Class Members, to process  
7 Canadian Claim Forms, and to administer the Settlement.

8 i. “Canadian Court” means the Ontario Superior Court of Justice.

9 j. “Canadian Escrow Account” means an interest bearing trust account at a  
10 Canadian Schedule 1 bank in Ontario initially under the control of Canadian Plaintiff’s Counsel, and  
11 following the Effective Date, it shall be transferred to the Canadian Claims Administrator appointed  
12 pursuant to the First Order, wherein the Canadian Settlement Amount shall be deposited and held for  
13 the benefit of the Canadian Settlement Class pursuant to this Stipulation and subject to the jurisdiction  
14 of the Canadian Court.

15 k. “Canadian Escrow Agent” means Canadian Plaintiff’s Counsel or its successor.

16 l. “Canadian First Notice” means the Canadian forms of Notice of Pendency and  
17 Proposed Settlement of Class Action to be sent to Canadian Settlement Class Members, which, subject  
18 to approval of the Canadian Court, shall be substantially in the form attached as Exhibits 3-5 to Exhibit  
19 B hereto and disseminated in accordance with Part 1 of the Canadian Plan of Notice.

20 m. “Canadian First Order” means the Canadian Order providing for notice, setting  
21 the opt-out procedure, setting the objection procedure, setting the claims procedure and amending the  
22 class definition in the Canadian Action for purposes of this Stipulation which, subject to the approval of  
23 the Canadian Court, shall be substantially in the form of the proposed order attached hereto as Exhibit  
24 B.

25 n. “Canadian Funder” means Claims Funding Australia Pty Ltd. as trustee for the  
26 Claims Funding Australia Discretionary Trust.

27 o. “Canadian Funder’s Security” means the amounts paid into the Canadian Court  
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1 by the Canadian Funder as security for its obligations pursuant to the Canadian Funding Order.

2 p. “Canadian Funding Agreement” means the agreement entered on May 22, 2021  
3 between the Canadian Plaintiff and the Canadian Funder for the provision of, among other things, an  
4 indemnity against adverse costs and disbursement funding in exchange for the payment of the Canadian  
5 Funding Commission as approved by the Canadian Funding Order.

6 q. “Canadian Funding Order” means the order of the Canadian Court dated July 20,  
7 2021 approving the Canadian Funding Agreement.

8 r. “Canadian Funding Commission” means the commission the Canadian Funder is  
9 entitled to under the Canadian Funding Agreement and repayment of any disbursements paid by the  
10 Canadian Funder pursuant to the terms of the Canadian Funding Agreement.

11 s. “Canadian Net Settlement Fund” means the Canadian Settlement Fund less: (i)  
12 court-awarded attorneys’ fees and disbursements of Canadian Plaintiff’s Counsel; (ii) Canadian Notice  
13 and Administration Expenses; (iii) the Funding Commission; (iv) Taxes; and (v) any other fees or  
14 expenses approved by the Canadian Court.

15 t. “Canadian Plaintiff” means Abram B. Dyck, Representative Plaintiff in the  
16 Canadian Action.

17 u. “Canadian Plaintiff’s Counsel” means the law firm of Siskinds LLP.

18 v. “Canadian Plan of Allocation” means the documents attached as Exhibit 7 to  
19 Exhibit B and Exhibit 2 to Exhibit D hereto stipulating the proposed distribution of the Canadian Net  
20 Settlement Fund or such other plan of allocation for the Canadian Net Settlement Fund as may be  
21 approved by the Canadian Court.

22 w. “Canadian Plan of Notice” means the plan for disseminating the Canadian First  
23 Notice and the Canadian Second Notice substantially in the forms attached as Exhibit 2 to Exhibit B  
24 and Exhibit 3 to Exhibit D hereto or as fixed by the Canadian Court.

25 x. “Canadian Second Notice” means the Canadian forms of Notice of Settlement  
26 Approval to be sent to Canadian Settlement Class Members, which, subject to approval of the Canadian  
27 Court, shall be substantially in the form attached as Exhibits 4-5 to Exhibit B hereto and disseminated  
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1 in accordance with Part 2 of the Canadian Plan of Notice.

2 y. “Canadian Second Order” means the proposed Canadian Final Order to be  
3 entered by the Canadian Court approving the Settlement, substantially in the form attached hereto as  
4 Exhibit D.

5 z. “Canadian Settlement Amount” means the \$13,500,000 USD in monetary  
6 consideration allocated to the Canadian Action.

7 aa. “Canadian Settlement Class” or “Canadian Settlement Class Member” means all  
8 persons and entities, wherever they may reside or be domiciled, who acquired Tahoe securities during  
9 the time from May 24, 2017 to and including July 5, 2017, on any Canadian exchange (including,  
10 without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any  
11 exchange or trading platform outside Canada and the United States. Shares with the ticker symbol THO  
12 will be presumed to meet this definition. Excluded from the Canadian Settlement Class are Tahoe and  
13 Clayton, and Tahoe’s and Pan American Silver Corp.’s past and present subsidiaries, affiliates, officers,  
14 directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns,  
15 and any member of Clayton’s family. Also excluded from the Canadian Settlement Class will be any  
16 Person who or which timely and validly seeks exclusion from the Canadian Settlement Class.

17 bb. “Canadian Settlement Fund” means the Canadian Settlement Amount plus any  
18 interest or income earned thereon.

19 cc. “Canadian Settlement Hearing” means the hearing to be held by the Canadian  
20 Court to determine whether the proposed Settlement is fair, reasonable, and adequate and should be  
21 approved.

22 dd. “Claims Administrators” means the U.S. Claims Administrator and the Canadian  
23 Claims Administrator.

24 ee. “Courts” means the United States District Court for the District of Nevada and  
25 the Ontario Superior Court of Justice.

26 ff. “Defendants” means Tahoe, Clayton, Hofmeister, McArthur, and Sadler.

27 gg. “Defendants’ Counsel” means the law firms of Cassels Brock & Blackwell LLP,  
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1 Fennemore Craig, PC, and Neal, Gerber & Eisenberg LLP.

2           hh.     “Effective Date” means the date upon which the Settlement shall have become  
3 effective, as set forth in ¶ 47 below.

4           ii.     “Escrow Accounts” means the escrow account maintained at a Canadian  
5 Schedule 1 bank in Ontario wherein the Canadian Settlement Amount shall be deposited and held for  
6 the benefit of the Canadian Settlement Class pursuant to this Stipulation and subject to the jurisdiction  
7 of the Canadian Court and the escrow account maintained at The Huntington National Bank wherein the  
8 U.S. Settlement Amount shall be deposited and held for the benefit of the U.S. Settlement Class  
9 pursuant to this Stipulation and subject to the jurisdiction of the U.S. Court.

10          jj.     “Escrow Agents” means Canadian Plaintiff’s Counsel or its successor and The  
11 Huntington National Bank and its successor.

12          kk.     “Fee and Expense Application” means an application submitted by Plaintiffs’  
13 Counsel for an award of attorneys’/counsel’s fees and payment of litigation expenses or disbursements  
14 incurred in prosecuting the case, including any award of reasonable costs and expenses to U.S. Plaintiff  
15 and an honorarium for Canadian Plaintiff.

16          ll.     “Final,” with respect to a court order, means the later of: (i) if there is an appeal  
17 from a court order, the date of final affirmance on appeal and the expiration of the time for any further  
18 judicial review whether by appeal, reconsideration or a petition for a writ of certiorari and, if certiorari  
19 is granted, the date of final affirmance of the order following review pursuant to the grant; or (ii) the  
20 date of final dismissal of any appeal from the order or the final dismissal of any proceeding on certiorari  
21 to review the order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition  
22 for certiorari from the order (or, if the date for taking an appeal or seeking review of the order shall be  
23 extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such  
24 extension is requested, the date of expiration of any extension if any appeal or review is not sought),  
25 without any such filing or noticing being made. However, any appeal or proceeding seeking subsequent  
26 judicial review pertaining solely to a plan of allocation, to a court’s award of attorneys’/counsel’s fees  
27 and expenses, or to an award to a plaintiff, shall not in any way delay or affect the time set forth above  
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1 for the Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or  
2 Alternative Judgment from becoming Final.

3 mm. “Individual Defendants” means Clayton, Hofmeister, McArthur, and Sadler.

4 nn. “Judgments” means the Canadian Second Order and the U.S. Judgment.

5 oo. “Mediator” means Robert Meyer of JAMS.

6 pp. “Net Settlement Funds” means the U.S. Net Settlement Fund and the Canadian  
7 Net Settlement Fund.

8 qq. “Notices” means the U.S. Notice of Pendency and Proposed Settlement of Class  
9 Action to be sent to U.S. Settlement Class Members, which, subject to approval of the U.S. Court, shall  
10 be substantially in the form attached as Exhibit 1 to Exhibit A hereto and the Canadian First Notice to  
11 be sent to Canadian Settlement Class Members, which, subject to approval of the Canadian Court, shall  
12 be substantially in the form attached as Exhibits 3-5 to Exhibit B hereto.

13 rr. “Notice and Administration Expenses” means all costs, fees, and expenses  
14 incurred in connection with providing notice to the Settlement Classes and the administration of the  
15 Settlement, including, but not limited to: (i) providing notice of the proposed Settlement and of the  
16 Judgments by mail, publication, and other means to members of the Settlement Classes; (ii) receiving  
17 and reviewing claims; (iii) applying the Plans of Allocation; (iv) communicating with Persons regarding  
18 the proposed Settlement and claims administration process; (v) distributing the proceeds of the  
19 Settlement; and (vi) fees related to the Escrow Accounts and investment of the Settlement Funds.

20 ss. “Parties” means Defendants, U.S. Plaintiff, and Canadian Plaintiff.

21 tt. “Person(s)” means any individual, corporation (including all divisions and  
22 subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited  
23 liability company, professional corporation, estate, legal representative, trust, unincorporated  
24 association, government or any political subdivision or agency thereof, and any other business or legal  
25 entity.

26 uu. “Plaintiffs” means Tiffany Huynh, as executor for the estate of Kevin Nguyen,  
27 Lead Plaintiff in the U.S. Action and Abram B. Dyck, Representative Plaintiff in the Canadian Action.

1           vv.    “Released Canadian Claims” means any and all pending claims arising from the  
2 same operative facts as the Canadian Action, and any and all causes of action of every nature and  
3 description, including both known claims and Unknown Claims (defined below), contingent or  
4 absolute, mature or not mature, liquidated or not liquidated, accrued or not accrued, concealed or  
5 hidden, regardless of legal or equitable theory and whether arising under federal, state, provincial,  
6 common or foreign law, that Canadian Plaintiff or any other member of the Canadian Settlement Class:  
7 (i) asserted in the Canadian Action; or (ii) could have asserted in the Canadian Action or any forum,  
8 domestic or foreign, that arise out of, are based upon, or relate to, directly or indirectly, in whole or in  
9 part, to: (a) the allegations, transactions, facts, events, matters or occurrences, representations or  
10 omissions involved, set forth, alleged or referred to in the Canadian Action; and (b) the purchase or sale  
11 or other acquisition or disposition, or holding of Tahoe securities on any Canadian exchange or any  
12 Canadian alternative trading system, or on any exchange or trading platform outside Canada and the  
13 United States, during the class period in the Canadian Action.

14           ww.    “Released Defendant Parties” means (a) Defendants, Defendants’ Counsel; (b)  
15 each of their respective past or present direct or indirect subsidiaries, parents, affiliates, principals,  
16 successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents,  
17 fiduciaries, contractors, employees, legal representatives, attorneys, auditors, and insurers; (c) the  
18 spouses, immediate family members, representatives, and heirs of the Individual Defendants; (d) any  
19 trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual  
20 Defendant’s immediate family members; and (e) any firm, trust, corporation, or entity in which any  
21 Defendant has a controlling interest.

22           xx.    “Released Defendants’ Claims” means all claims and causes of action of every  
23 nature and description, including both known claims and Unknown Claims (as defined below), whether  
24 arising under federal, state, common or foreign law, that Defendants could have asserted against any of  
25 the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or  
26 settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement or  
27 any claims against any Person who submits a request for exclusion that is accepted by the Court.

1 yy. “Released Parties” means the Released Defendant Parties and the Released  
2 Plaintiff Parties.

3 zz. “Released Plaintiff Parties” means each and every member of the Settlement  
4 Classes, U.S. Plaintiff, Canadian Plaintiff, U.S. Plaintiff’s Counsel, Canadian Plaintiff’s Counsel and  
5 each of their respective past or present trustees, officers, directors, partners, employees, affiliates,  
6 contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents,  
7 subsidiaries, general or limited partners or partnerships, and limited liability companies; and the  
8 spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Parties  
9 who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is  
10 for the benefit of any of their immediate family members. Released Plaintiff Parties does not include  
11 any Person who timely and validly seeks exclusion from the Settlement Classes.

12 aaa. “Released U.S. Claims” means any and all pending claims arising from the same  
13 operative facts as the U.S. Action, and any and all causes of action of every nature and description,  
14 including both known claims and Unknown Claims (defined below), contingent or absolute, mature or  
15 not mature, liquidated or not liquidated, accrued or not accrued, concealed or hidden, regardless of legal  
16 or equitable theory and whether arising under federal, state, provincial, common or foreign law, that  
17 U.S. Plaintiff or any other member of the U.S. Settlement Class: (i) asserted in the U.S. Action; or (ii)  
18 could have asserted in the U.S. Action or any forum, domestic or foreign, that arise out of, are based  
19 upon, or relate to, directly or indirectly, in whole or in part, to: (a) the allegations, transactions, facts,  
20 events, matters or occurrences, representations or omissions involved, set forth, alleged or referred to in  
21 the U.S. Action; and (b) the purchase or sale or other acquisition or disposition, or holding of Tahoe  
22 common stock in the United States or on the NYSE, during the class period in the U.S. Action.

23 bbb. “Settlement” means the resolution of the Actions in accordance with the terms  
24 and provisions of this Stipulation.

25 ccc. “Settlement Classes” means the U.S. Settlement Class and the Canadian  
26 Settlement Class.

27 ddd. “Settlement Funds” means the U.S. Settlement Fund and the Canadian Settlement  
28

1 Fund.

2 eee. "Stipulation" means this Stipulation and Agreement of Settlement.

3 fff. "Tax" or "Taxes" mean all taxes, fees, levies, duties, tariffs, imposts, and charges  
4 of any kind imposed on the Settlement Funds and the expenses and costs incurred in connection with  
5 the taxation of the Settlement Funds (together with any and all interest, penalties, additions to tax and  
6 additional amounts imposed with respect thereto and the reasonable expenses of tax attorneys and  
7 accountants).

8 ggg. "Unknown Claims" means any and all Released Canadian Claims that the  
9 Canadian Plaintiff or any other members of the Canadian Settlement Class does not know or suspect to  
10 exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all  
11 Released U.S. Claims that U.S. Plaintiff or any other members of the U.S. Settlement Class does not  
12 know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant  
13 Parties, and any and all Released Defendants' Claims that any Defendant does not know or suspect to  
14 exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known  
15 by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including  
16 the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the  
17 Settlement Classes. With respect to any and all Released Canadian Claims, Released U.S. Claims and  
18 Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs  
19 and Defendants shall expressly, and each other member of the Settlement Classes shall be deemed to  
20 have, and by operation of the Judgments or an Alternative Judgment shall have, to the fullest extent  
21 permitted by law, expressly waived and relinquished any and all provisions, rights and benefits  
22 conferred by any law of any state or territory of the United States, Canada, or foreign law, or principle  
23 of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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



1 Plaintiffs, other members of the Settlement Classes, or Defendants may hereafter discover facts, legal  
2 theories, or authorities in addition to or different from those which any of them now knows or believes  
3 to be true with respect to the subject matter of the Released Canadian Claims, the Released U.S. Claims  
4 and the Released Defendants' Claims, but Plaintiffs and Defendants shall expressly, fully, finally, and  
5 forever settle and release, and each member of the Settlement Classes shall be deemed to have settled  
6 and released, and upon the Effective Date and by operation of the Judgments or an Alternative  
7 Judgment shall have settled and released, fully, finally, and forever, any and all Released Canadian  
8 Claims, Released U.S. Claims and Released Defendants' Claims as applicable, without regard to the  
9 subsequent discovery or existence of such different or additional facts, legal theories, or authorities.  
10 Plaintiffs and Defendants acknowledge, and other members of the Settlement Classes by operation of  
11 law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of  
12 Released Canadian Claims, Released U.S. Claims and Released Defendants' Claims was separately  
13 bargained for and was a material element of the Settlement.

14            hhh. "U.S. Action" means the civil action captioned *In re Tahoe Resources, Inc.*  
15 *Securities Litigation*, No. 2:17-cv-01868-RFB-NJK pending in the United States District Court for the  
16 District of Nevada.

17            iii. "U.S. Claim Form" means the U.S. Proof of Claim and Release form for  
18 submitting a claim, which, subject to approval of the U.S. Court, shall be substantially in the form  
19 attached as Exhibit 2 to Exhibit A hereto.

20            jjj. "U.S. Claims Administrator" means Epiq Systems, Inc., the firm retained by U.S.  
21 Plaintiff's Counsel, subject to U.S. Court approval, to provide all notices approved by the U.S. Court to  
22 U.S. Settlement Class Members, to process proofs of claim, and to administer the Settlement.

23            kkk. "U.S. Court" means the United States District Court for the District of Nevada.

24            III. "U.S. Escrow Account" means the separate escrow account maintained at The  
25 Huntington National Bank, wherein the U.S. Settlement Amount shall be deposited and held for the  
26 benefit of the U.S. Settlement Class pursuant to this Stipulation and subject to the jurisdiction of the  
27 U.S. Court.

1 mmm. “U.S. Escrow Agent” means The Huntington National Bank or its successor.

2 nnn. “U.S. Judgment” means the proposed U.S. Final Order and Judgment to be  
3 entered by the U.S. Court approving the Settlement, substantially in the form attached hereto as Exhibit  
4 C.

5 ooo. “U.S. Net Settlement Fund” means the U.S. Settlement Fund less: (i) court-  
6 awarded attorneys’ fees and expenses of U.S. Plaintiff’s Counsel; (ii) U.S. Notice and Administration  
7 Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the U.S. Court.

8 ppp. “U.S. Notice” means the U.S. Notice of Pendency and Proposed Settlement of  
9 Class Action to be sent to U.S. Settlement Class Members, which, subject to approval of the U.S. Court,  
10 shall be substantially in the form attached as Exhibit 1 to Exhibit A hereto.

11 qq. “U.S. Plaintiff” means Tiffany Huynh, as executor for the estate of Kevin  
12 Nguyen, Lead Plaintiff in the U.S. Action.

13 rrr. “U.S. Plaintiff’s Counsel” means the law firms of Faruqi & Faruqi, LLP and  
14 Muckleroy Lunt, LLC.

15 sss. “U.S. Preliminary Approval Order” means the U.S. Order Preliminarily  
16 Approving Settlement and Providing for Notice, which, subject to the approval of the U.S. Court, shall  
17 be substantially in the form of the proposed order attached hereto as Exhibit A.

18 tt. “U.S. Settlement Amount” means the \$19,500,000 USD in monetary  
19 consideration allocated to the U.S. Action.

20 uuu. “U.S. Settlement Class” or “U.S. Settlement Class Member” means all Persons  
21 who purchased or otherwise acquired Tahoe common stock in the United States or on the NYSE  
22 between April 3, 2013 and August 24, 2017, inclusive, and who suffered damages thereby. Stocks with  
23 the ticker symbol TAHO will be presumed to meet this definition. Excluded from the U.S. Settlement  
24 Class are the Company, its officers and directors, employees, affiliates, legal representatives, heirs,  
25 predecessors, successors, and assigns, and any entity in which the Company has a controlling interest or  
26 of which the Company is a parent or subsidiary. Also excluded from the U.S. Settlement Class will be  
27 any Person who or which timely and validly seeks exclusion from the U.S. Settlement Class.



1 the Released Defendant Parties.

2 5. By operation of the Judgments or Alternative Judgment, as of the Effective Date,  
3 Defendants, on behalf of themselves and each of their respective heirs, executors, trustees,  
4 administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to  
5 have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the  
6 Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall  
7 forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of  
8 the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

9 **THE SETTLEMENT CONSIDERATION**

10 6. In full settlement of the claims asserted in the Actions against Defendants and in  
11 consideration of the releases specified in ¶¶ 3-4, above, all of which the Parties agree are good and  
12 valuable consideration, Defendants and/or Defendants' insurers shall pay, or cause to be paid, the U.S.  
13 Settlement Amount into the U.S. Escrow Account and the Canadian Settlement Amount into the  
14 Canadian Escrow Account within twenty (20) business days following the later of: (i) the date of entry  
15 of both the U.S. Preliminary Approval Order and the Canadian First Order, (ii) U.S. Plaintiff's Counsel  
16 providing to Defendants' Counsel the information necessary to effectuate a transfer of funds to the U.S.  
17 Escrow Account, consisting of wire transfer instructions and a complete and executed Form W-9 that  
18 reflects a valid tax identification number; and (iii) Canadian Plaintiff's Counsel providing to  
19 Defendants' Counsel the information necessary to effectuate a transfer of funds to the Canadian Escrow  
20 Account, consisting of wire transfer instructions. The Canadian Settlement Amount may be converted  
21 into Canadian currency after it is deposited into the Canadian Escrow Account. If the Settlement  
22 Amount is not timely paid to either the U.S. Escrow Agent or the Canadian Escrow Agent, Plaintiffs  
23 may terminate the Settlement but only if (a) U.S. Plaintiff's Counsel and Canadian Plaintiff's Counsel  
24 have jointly notified Defendants' Counsel in writing of their intention to terminate the Settlement, and  
25 (b) the entire Settlement Amount is not transferred to the Escrow Agents within ten (10) business days  
26 after U.S. Plaintiff's Counsel and Canadian Plaintiff's Counsel have jointly provided such written  
27 notice. Once the Settlement Amount is deposited by Defendants and/or Defendants' insurers, they shall  
28

1 have no right to the return of such funds except as provided in the termination provisions in ¶¶ 48-57  
2 below.

3 7. With the sole exception of Defendants' obligation to secure payment of the Settlement  
4 Amount into the Escrow Accounts as provided for in ¶ 6, and Defendants' obligation pursuant to ¶ 26  
5 and ¶ 28, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability  
6 whatsoever with respect to: (i) any act, omission, or determination by U.S. Plaintiff's Counsel,  
7 Canadian Plaintiff's Counsel, the U.S. Claims Administrator, the Canadian Claims Administrator, or  
8 any of their respective designees or agents, in connection with the administration of the Settlement or  
9 otherwise; (ii) the management, investment, currency conversion, or distribution of the Settlement  
10 Funds; (iii) the Plans of Allocation; (iv) the determination, administration, calculation, or payment of  
11 any claims asserted against the Settlement Funds; (v) any loss suffered by, or fluctuation in value of, the  
12 Settlement Funds; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in  
13 connection with the taxation of the Settlement Funds, distributions or other payments from the Escrow  
14 Accounts, or the filing of any federal, state, or local returns.

15 8. Other than the obligation of Defendants and/or their insurance carriers to cause payment  
16 of the Settlement Amount pursuant to ¶ 6, and any Class Action Fairness Act of 2005 ("CAFA")  
17 expenses referred to in ¶ 28 which will be paid by Defendants and/or their insurance carriers,  
18 Defendants shall have no obligation to make any other payments into the Escrow Accounts, or to any  
19 member of the Settlement Classes pursuant to this Stipulation.

#### 20 **USE AND TAX TREATMENT OF SETTLEMENT FUNDS**

21 9. The Settlement Funds shall be used: (i) to pay any Taxes; (ii) to pay Notice and  
22 Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Courts; (iv) to  
23 pay any other fees and expenses awarded by the Courts; (v) to pay the Canadian Funding Commission  
24 to the Canadian Funder (which will be paid solely out of the Canadian Settlement Fund); and (vi) to pay  
25 the claims of Authorized Claimants.

26 10. The Net Settlement Funds shall be distributed to Authorized Claimants as provided in  
27 ¶¶ 29-35 hereof. The Net Settlement Funds shall remain in the Escrow Accounts prior to the Effective  
28

1 Date. All funds held in the Escrow Accounts, and all earnings thereon, shall be deemed to be in the  
2 custody of the respective Courts and shall remain subject to the jurisdiction of the respective Courts  
3 until such time as the funds shall have been disbursed or returned, pursuant to the terms of this  
4 Stipulation, and/or further order of the respective Courts. The Escrow Agents shall invest funds in the  
5 Escrow Accounts in instruments backed by the full faith and credit of U.S. or Canadian governments  
6 (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in transaction  
7 account(s) that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or the  
8 Canadian Deposit Insurance Corporation (“CDIC”) in amounts that are up to the limit of FDIC  
9 insurance or CDIC insurance. Defendants and Defendants’ Counsel shall have no responsibility for,  
10 interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agents.  
11 All risks related to the investment of the Settlement Funds shall be borne solely by the Settlement  
12 Funds.

13 11. After the U.S. Settlement Amount has been paid into the U.S. Escrow Account, the  
14 Parties agree to treat the U.S. Settlement Fund as a “qualified settlement fund” within the meaning of  
15 Treas. Reg. § 1.468B-1. All provisions of this Stipulation shall be interpreted in a manner that is  
16 consistent with the U.S. Settlement Amount being a “qualified settlement fund” within the meaning of  
17 Treasury Regulation § 1.468B-1. In addition, the U.S. Claims Administrator shall timely make, or  
18 cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph  
19 11, including the “relation-back election” (as defined in Tres. Reg. § 1.468B-1) back to the earliest  
20 permitted date. Such elections shall be made in compliance with the procedures and requirements  
21 contained in such regulations. It shall be the responsibility of the U.S. Claims Administrator to timely  
22 and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation  
23 for signature by all necessary parties, and thereafter take all such actions as may be necessary or  
24 appropriate to cause the appropriate filing(s) to timely occur. Consistent with the foregoing:

25 a. For the purposes of Section 468B of the Internal Revenue Code of 1986, as  
26 amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be the U.S.  
27 Claims Administrator, who shall timely and properly file, or cause to be filed, all tax returns and  
28

1 information returns (together, "Tax Returns") necessary or advisable with respect to the U.S. Settlement  
2 Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax  
3 Returns (as well as the election described above) shall be consistent with this subparagraph and in all  
4 events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income  
5 earned on the funds deposited in the U.S. Escrow Account shall be paid out of such funds as provided in  
6 subparagraph (c) of this paragraph 11.

7           b.       All Taxes that accrue on the U.S. Settlement Fund shall be paid out of the U.S.  
8 Settlement Fund. In all events, Defendants and Defendants' Counsel shall have no liability or  
9 responsibility whatsoever for the Taxes or the filing of any Tax return or other document with the  
10 Internal Revenue Service or any other state or local taxing authority. Defendants and Defendants'  
11 Counsel shall have no liability or responsibility for the Taxes of the U.S. Escrow Account with respect  
12 to the U.S. Settlement Amount nor the filing of any Tax Returns or other documents with the Internal  
13 Revenue Service or any other taxing authority. In the event any Taxes are owed by any of the  
14 Defendants on any earnings on the funds on deposit in the U.S. Escrow Account, such amounts shall  
15 also be paid solely out of the U.S. Settlement Fund.

16           c.       Taxes with respect to the U.S. Settlement Amount and the U.S. Escrow Account  
17 shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely  
18 paid, or caused to be paid, by the U.S. Escrow Agent out of the U.S. Settlement Fund without prior  
19 order from the U.S. Court or approval by Defendants, as directed by U.S. Plaintiff's Counsel and the  
20 U.S. Claims Administrator. The U.S. Escrow Agent shall be obligated (notwithstanding anything  
21 herein to the contrary) to withhold from distribution to Authorized U.S. Claimants any funds necessary  
22 to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg.  
23 § 1.468B-2(l)(2)), as directed by U.S. Plaintiff's Counsel and the U.S. Claims Administrator. The  
24 Parties agree to cooperate with each other, the U.S. Escrow Agent, the U.S. Claims Administrator, and  
25 their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this  
26 paragraph 11.

27           12.       All Taxes that accrue on the Canadian Settlement Fund shall be paid out of the Canadian  
28

1 Settlement Fund subject to paragraph 13. The Canadian Claims Administrator shall be responsible for  
2 fulfilling all Tax reporting and payment requirements arising from the Canadian Settlement Fund and  
3 Canadian Escrow Account.

4 13. Defendants and their insurers shall have no responsibility to make any filings related to  
5 the Canadian Settlement Fund, to pay taxes on the Canadian Settlement Fund, including from interest  
6 earned, unless this Stipulation is terminated, in which case any interest earned on the Canadian  
7 Settlement Fund shall be paid to Defendants and Defendants' insurers in accordance with and in  
8 proportion to their respective contributions to the Canadian Settlement Amount who, in such case, shall  
9 be responsible for the payment of any Taxes on such interest not previously paid.

10 14. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any  
11 other Person funding the Settlement on a Defendant's behalf, shall not have any right to the return of  
12 the Settlement Funds or any portion thereof for any reason.

### 13 **ATTORNEY'S FEES AND EXPENSES**

14 15. U.S. Plaintiff's Counsel will apply to the U.S. Court presiding over the U.S. Action for  
15 an award of attorneys' fees and payment of litigation expenses incurred in prosecuting the U.S. Action  
16 to be paid from the U.S. Settlement Fund. U.S. Plaintiff's attorney fee and expense application will  
17 seek reimbursement to U.S. Plaintiff pursuant to the PSLRA, plus earnings on such amounts at the same  
18 rate and for the same periods as earned by each of the Settlement Funds. Separately, Canadian  
19 Plaintiff's Counsel will bring a motion to the Canadian Court presiding over the Canadian Action for an  
20 award of attorneys' fees and payment of disbursements incurred in prosecuting the Canadian Action to  
21 be paid from the Canadian Settlement Fund. Defendants shall take no position with respect to any Fee  
22 and Expense Application.

23 16. The amount of attorneys' fees and expenses awarded by the Courts is within the sole  
24 discretion of the respective Courts, without regard to the fees and expenses awarded by the other Court  
25 in the other Action. Any attorneys' fees and expenses awarded by the U.S. Court shall be paid from the  
26 U.S. Settlement Fund to Faruqi & Faruqi, LLP immediately after entry of the Order awarding such  
27 attorneys' fees and expenses and entry of the U.S. Judgment or an Alternative Judgment,  
28



1 notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for  
2 appeal therefrom, or collateral attack on the Fee and Expense Application, the Settlement, or any part  
3 thereof. Any attorneys' fees and disbursements awarded by the Canadian Court shall be paid from the  
4 Canadian Settlement Fund to Canadian Plaintiff's Counsel, Siskinds LLP, immediately after entry of  
5 the Order awarding such attorneys' fees and disbursements and entry of the Canadian Second Order or  
6 an Alternative Judgment, notwithstanding the existence of any timely filed objections thereto or to the  
7 Settlement, or potential for appeal therefrom, or collateral attack on the Fee and Expense Application,  
8 the Settlement, or any part thereof.

9       17. Any payment of attorneys' fees and expenses pursuant to ¶¶ 15-16 above is subject to the  
10 obligation of Plaintiffs' Counsel to make repayment to Defendants or their insurers, as appropriate, of  
11 any paid amounts, including accrued interest at the same net rate as is earned by the Settlement Funds,  
12 in immediately available funds within thirty (30) days, if the Settlement is terminated pursuant to the  
13 terms of the Stipulation, or repayment to the respective Escrow Accounts for the benefit of the class  
14 members if, as a result of any appeal or further proceedings, the award of attorneys' fees and/or  
15 expenses is reduced or reversed by final non-appealable court order. If the amount in the Canadian  
16 Settlement Fund has been converted into Canadian currency, the repayment may be made in Canadian  
17 currency of equivalent U.S. currency value to the amount subject to repayment at the time of  
18 repayment.

19       18. U.S. Plaintiff's Counsel's Fee and Expense Application may include a request for  
20 reimbursement of U.S. Plaintiff's reasonable costs and expenses in connection with representation of  
21 the U.S. Settlement Class pursuant to 15 U.S.C. § 78u-4(a)(4). However, in the event that the Effective  
22 Date does not occur, or the judgment or the order approving U.S. Plaintiff's application for an award for  
23 her costs and expenses is reversed or modified, or the Stipulation is canceled or terminated for any other  
24 reason, and such reversal, modification, cancellation or termination becomes final and not subject to  
25 review, then U.S. Plaintiff shall within thirty (30) days after receiving notice from Defendants' Counsel  
26 or from a court of appropriate jurisdiction, refund to the U.S. Settlement Fund or to Defendants if  
27 appropriate such amounts for costs and expenses previously paid to U.S. Plaintiff from the U.S.

1 Settlement Fund plus interest thereon at the same net rate as is earned by the U.S. Settlement Fund in an  
2 amount consistent with such reversal or modification. Defendants shall take no position with respect to  
3 the U.S. Plaintiff's request for reimbursement.

4 19. The Canadian Plaintiff may make a motion to the Canadian Court for the payment of an  
5 honorarium for his representation of the Canadian Settlement Class. However, in the event that the  
6 Effective Date does not occur, or the judgment or the order approving Canadian Plaintiff's motion for  
7 an honorarium is reversed or modified, or the Stipulation is canceled or terminated for any other reason,  
8 and such reversal, modification, cancellation or termination becomes final and not subject to review,  
9 then Canadian Plaintiff shall within thirty (30) days after receiving notice from Defendants' Counsel or  
10 from a court of appropriate jurisdiction, refund to the Canadian Settlement Fund or to Defendants, if  
11 appropriate, the honorarium previously paid to Canadian Plaintiff from the Canadian Settlement Fund.  
12 Defendants shall take no position with respect to the honorarium request.

13 20. With the exception of Defendants' and/or their insurance carriers' obligation to pay the  
14 Settlement Amount into the Escrow Accounts as provided for in ¶ 6, Defendants shall have no  
15 responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Plaintiffs'  
16 Counsel in the Actions that may occur at any time.

17 21. Defendants shall have no responsibility for, and no liability whatsoever with respect to,  
18 any allocation of any attorneys' fees or expenses among Plaintiffs' Counsel in the Actions, or to any  
19 other Person who may assert some claim thereto, or any fee or expense awards the Courts may make in  
20 the Actions.

21 22. Defendants shall have no responsibility for, and no liability whatsoever with respect to,  
22 any attorneys' fees, costs, or expenses incurred by or on behalf of members of the Settlement Classes,  
23 whether or not paid from the Escrow Accounts. The Settlement Funds will be the sole source of  
24 payment from Defendants for any award of attorneys' fees and expenses ordered by the Courts.

25 23. The procedure for and the allowance or disallowance by the Courts of any Fee and  
26 Expense Application are not part of the Settlement set forth in this Stipulation, and are separate from  
27 the Courts' consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the  
28

1 Stipulation, and any order or proceeding relating to any Fee and Expense Application, including an  
2 award of attorneys' fees or expenses in an amount less than the amount requested by Plaintiffs'  
3 Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not  
4 operate to terminate or cancel the Stipulation, or affect or delay the finality of the U.S. Judgment, the  
5 Canadian Second Order, or an Alternative Judgment approving the Stipulation and the Settlement set  
6 forth herein. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Stipulation or the  
7 Settlement in accordance with ¶ 48 or otherwise based on the Courts' or any appellate court's ruling  
8 with respect to attorneys' fees and expenses in the Actions.

9 24. Defendants agree that they will not oppose any Fee and Expense Application by  
10 Plaintiffs' Counsel to the Court in the respective Actions for payment of attorneys' fees or expenses.

11 **CANADIAN FUNDING COMMISSION AND THE CANADIAN FUNDER'S SECURITY**

12 25. Canadian Plaintiff shall make a motion to the Court for payment of the Canadian  
13 Funding Commission. Defendants are not parties to any motion concerning the payment of the  
14 Canadian Funding Commission and shall take no position with respect to the motion for payment of the  
15 Canadian Funding Commission. However, in the event that the Effective Date does not occur, or the  
16 judgment or the order approving Canadian Plaintiff's motion for payment of the Canadian Funding  
17 Commission is reversed or modified, or the Stipulation is canceled or terminated for any other reason,  
18 and such reversal, modification, cancellation or termination becomes final and not subject to review,  
19 then the Canadian Funder shall within thirty (30) days after receiving notice from Defendants' Counsel  
20 or from a court of appropriate jurisdiction, refund to the Canadian Settlement Fund or to Defendants, if  
21 appropriate, the Canadian Funding Commission previously paid to it from the Canadian Settlement  
22 Fund.

23 26. On the Effective Date, Canadian Plaintiff and Defendants shall cooperate in taking all  
24 reasonably required steps to secure the prompt payment out of the Canadian Court to the Canadian  
25 Funder of the Canadian Funder's Security.

26 **NOTICE AND ADMINISTRATION EXPENSES**

27 27. Except as otherwise provided herein, each of the separate Settlement Funds shall be held  
28

1 in each of the separate the Escrow Accounts as described above until the Effective Date.

2 28. Prior to the Effective Date, without further approval from Defendants or further order of  
3 the Courts, U.S. Plaintiff's Counsel may expend up to \$400,000 USD from the U.S. Settlement Fund  
4 and Canadian Plaintiff's Counsel may expend up to \$100,000 CAD to pay Notice and Administration  
5 Expenses actually incurred in their respective Actions. Additional sums for this purpose prior to the  
6 Effective Date may be paid from each of the respective Settlement Funds upon order of the Courts.  
7 Taxes and fees related to the Escrow Accounts and investment of each of the separate Settlement Funds  
8 may be paid as incurred, without further approval of Defendants or further order of the Courts. After  
9 the Effective Date, without approval of Defendants or further order of the Courts, Notice and  
10 Administration Expenses may be paid as incurred. Tahoe, on behalf of all Defendants, shall be  
11 responsible for providing any required notice under CAFA, if any, at its own expense.

12 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

13 29. Except as otherwise provided herein, each of the separate Settlement Funds shall be held  
14 in their respective Escrow Accounts until the Effective Date.

15 30. The U.S. Claims Administrator, subject to such supervision and direction of U.S.  
16 Plaintiff's Counsel and/or the U.S. Court as may be necessary or as circumstances may require, shall  
17 administer the Settlement and U.S. Settlement Fund in accordance with the terms of this Stipulation and  
18 the U.S. Court-approved Plan of Allocation subject to the jurisdiction of the U.S. Court. Defendants  
19 and Defendants' Counsel shall have no responsibility for (except as stated in ¶¶ 6 and 28 hereof),  
20 interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or  
21 decisions of the U.S Claims Administrator, and shall have no liability to the U.S. Settlement Class in  
22 connection with such administration.

23 31. The Canadian Claims Administrator, subject to such supervision and direction of the  
24 Canadian Plaintiff's Counsel and/or the Canadian Court as may be necessary or as circumstances may  
25 require, shall administer the Settlement and Canadian Settlement Fund in accordance with the terms of  
26 this Stipulation and Canadian Plan of Allocation subject to the jurisdiction of the Canadian Court.  
27 Defendants and Defendants' Counsel shall have no responsibility for (except as stated in ¶¶ 6 and 28

1 hereof), interest in, or liability whatsoever with respect to the administration of the Settlement or the  
2 actions or decisions of the Canadian Claims Administrator, and shall have no liability to the Canadian  
3 Settlement Class in connection with such administration.

4 32. The U.S. Claims Administrator shall determine each Authorized U.S. Claimant's *pro*  
5 *rata* share of the U.S. Net Settlement Fund based upon each Authorized U.S. Claimant's recognized  
6 loss, as defined in the U.S. Plan of Allocation included in the Notice for said Plan, or in such other plan  
7 of allocation as the U.S. Court may approve. Likewise, the Canadian Claims Administrator shall  
8 determine each Authorized Canadian Claimant's *pro rata* share of the Canadian Net Settlement Fund  
9 based upon each Authorized Canadian Claimant's recognized loss, as defined in the Canadian Plan of  
10 Allocation or in such other plan of allocation as the Canadian Court may approve.

11 33. Defendants have no role in the development of, and will take no position with respect to,  
12 the Plans of Allocation. Any decision by the Courts concerning the Plans of Allocation shall not affect  
13 the validity or finality of the Settlement. The Plans of Allocation are not necessary terms of this  
14 Stipulation and it is not a condition of this Stipulation that any particular plan of allocation be approved  
15 by the Courts. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Stipulation or the  
16 Settlement in accordance with ¶ 48 or otherwise based on the Courts' or any appellate courts' rulings  
17 with respect to the Plans of Allocation or any plan of allocation in the Actions. Defendants and  
18 Defendants' Counsel shall have no responsibility or liability for reviewing or challenging claims, the  
19 allocation of the Net Settlement Funds, or the distribution of the Net Settlement Funds.

20 34. Upon the Effective Date and thereafter, and in accordance with the terms of the  
21 Stipulation, the Plans of Allocation, or such further approval and further order(s) of the Courts as may  
22 be necessary or as circumstances may require, the Canadian Net Settlement Fund shall be distributed to  
23 Authorized Canadian Claimants and the U.S. Net Settlement Fund shall be distributed to Authorized  
24 U.S. Claimants.

25 35. If there is any balance remaining in either Net Settlement Fund (whether by reason of tax  
26 refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution  
27 of that Net Settlement Fund, the Claims Administrator for that fund shall, if feasible and economical  
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1 after payment of Notice and Administration Expenses, Taxes, attorneys' fees and expenses awarded by  
2 the Courts, reasonable costs and expenses awarded to U.S. Plaintiff or an honorarium awarded to the  
3 Canadian Plaintiff, if any, redistribute such balance in an equitable and economic fashion among  
4 Authorized Claimants who have cashed their checks/cheques. Once it is no longer feasible or  
5 economical to make further distributions from the U.S. Net Settlement Fund, any balance that still  
6 remains in the U.S. Net Settlement Fund after re-distribution(s) and after payment of the amounts  
7 identified in the preceding sentence, shall be donated to Investor Protection Trust, a United States based  
8 non-profit organization dedicated to providing investor education and advocacy, or to another  
9 nonsectarian, not-for-profit charitable organization serving the public interest designated and approved  
10 by the Courts. Once it is no longer feasible or economical to make further distributions from the  
11 Canadian Net Settlement Fund, any balance that still remains in the Canadian Net Settlement Fund after  
12 re-distribution(s) and after payment of the amounts identified in the first sentence of this paragraph,  
13 shall be distributed *cy pres* to a recipient approved by the Canadian Court.

#### 14 **ADMINISTRATION OF THE SETTLEMENT**

15 36. Any member of the U.S. Settlement Class who fails to make a timely and valid request  
16 for exclusion and fails to timely submit a valid U.S. Claim Form, will not be entitled to receive any of  
17 the proceeds from the U.S. Settlement Fund, except as otherwise ordered by the U.S. Court, but will  
18 otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the  
19 U.S. Judgment or an Alternative Judgment to be entered in the U.S. Action and all releases provided for  
20 herein, and will be barred from bringing any action against the Released Defendant Parties concerning  
21 the Released U.S. Claims. Likewise, any member of the Canadian Settlement Class who fails to timely  
22 submit a valid Canadian Claim Form will not be entitled to receive any of the proceeds from the  
23 Canadian Settlement Fund, except as otherwise ordered by the Canadian Court, but will otherwise be  
24 bound by all of the terms of this Stipulation and the Settlement, including the terms of the Canadian  
25 Second Order or an Alternative Judgment to be entered in the Canadian Action and all releases  
26 provided for herein, and will be barred from bringing any action against the Released Defendant Parties  
27 concerning the Released Canadian Claims. Notwithstanding the foregoing, Plaintiff's Counsel and/or  
28

1 the Claims Administrator in the applicable Action shall have the discretion (but not the obligation) to  
2 accept for processing late submitted claims so long as the distribution of the applicable Net Settlement  
3 Fund is not materially delayed. Plaintiffs' Counsel and the Claims Administrators shall have no  
4 liability for not accepting late claims.

5 37. Plaintiffs' Counsel in each of the Actions shall be responsible for supervising the  
6 administration of the Settlement and disbursement of the Net Settlement Funds by the Claims  
7 Administrators in their respective Actions. Plaintiffs' Counsel shall have the right, but not the  
8 obligation, to advise the Claims Administrators in their respective Actions to waive what Plaintiffs'  
9 Counsel deems to be de minimis or formal or technical defects in any proof of claim submitted in the  
10 interest of fairness and justice. Defendants and Defendants' Counsel shall have no liability, obligation,  
11 or responsibility for the administration of the Settlement, the allocation of the Net Settlement Funds, or  
12 the reviewing or challenging of claims, subject to Defendants' right to receive reasonable information  
13 concerning the settlement administration process upon request. Plaintiffs' Counsel in each of the  
14 Actions was and is solely responsible for designating the Claims Administrators for their respective  
15 Actions, subject to approval by the Courts for their respective Actions.

16 38. For purposes of determining the extent, if any, to which a claimant shall be entitled to be  
17 treated as an Authorized Claimant, the following conditions shall apply:

18 a. Members of the U.S. Settlement Class shall be required to submit a U.S. Claim  
19 Form, substantially in the form attached hereto as Exhibit 2 to Exhibit A supported by such documents  
20 as are designated therein, including proof of the claimant's loss, or such other documents or proof as the  
21 U.S. Claims Administrators or U.S. Plaintiff's Counsel, in their discretion, may deem acceptable;

22 b. Members of the Canadian Settlement Class shall be required to submit a  
23 Canadian Claim Form, substantially in the form attached hereto as Exhibit 6 to Exhibit B supported by  
24 such documents as are designated therein, including proof of the claimant's loss, or such other  
25 documents or proof as the Canadian Claims Administrator or Canadian Plaintiff's Counsel, in their  
26 discretion, may deem acceptable;

27 c. A Person who qualifies as both a U.S. Settlement Class Member and a Canadian  
28

1 Settlement Class Member must submit a Canadian Claim Form in respect of all purchases or  
2 acquisitions that qualify that Person as a Canadian Settlement Class Member, and the Person must  
3 submit a U.S. Claim Form in respect of all purchases or acquisitions that qualify that Person as a U.S.  
4 Settlement Class Member. A Person may only receive compensation from the Canadian Settlement  
5 Fund in respect of purchases or acquisitions that qualify that Person as a Canadian Settlement Class  
6 Member. Likewise, a Person may only receive compensation from the U.S. Settlement Fund in respect  
7 of purchases or acquisitions that qualify that Person as a U.S. Settlement Class Member.

8           d. All Claim Forms must be submitted by the date set by the Courts and specified in  
9 the Notices for the respective Actions, unless such deadline is extended by Order of the Courts. Any  
10 member of the Settlement Classes who fails to submit a U.S. Claim Form or a Canadian Claim Form by  
11 the required dates shall be barred from receiving any distribution from the Net Settlement Funds or  
12 payment pursuant to this Stipulation (unless, late-filed Claim Forms are accepted by Plaintiffs' Counsel  
13 in their discretion and approved by the respective Court), but shall in all other respects be bound by all  
14 of the terms of this Stipulation and the Settlement, including the terms of the Judgments or an  
15 Alternative Judgment and all releases provided for herein, and will be permanently barred and enjoined  
16 from bringing any action, claim or other proceeding of any kind against any Released Defendant Party  
17 asserting any Released Canadian Claims and Released U.S. Claims, as applicable. Claim Forms shall  
18 be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by  
19 first-class or overnight mail and addressed in accordance with the instructions thereon. In all other  
20 cases, Claim Forms shall be deemed to have been submitted when actually received by the Claims  
21 Administrators;

22           e. Each U.S. Claim Form shall be submitted to and reviewed by the U.S. Claims  
23 Administrator, under the supervision of U.S. Plaintiff's Counsel, and each Canadian Claim Form shall  
24 be submitted to and reviewed by the Canadian Claims Administrator, under the supervision of Canadian  
25 Plaintiff's Counsel, which shall determine in accordance with this Stipulation the extent, if any, to  
26 which each claim shall be allowed;

27           f. Claim Forms that do not meet the submission requirements may be rejected.



1 Prior to rejecting Claim Forms in whole or in part, the respective Claims Administrator shall  
2 communicate with the claimant in writing to give the claimant the chance to remedy any curable  
3 deficiencies in the claim form submitted. The Claims Administrators, under supervision of the  
4 respective Plaintiffs' Counsel, shall notify, in a timely fashion and in writing (whether by mail or  
5 email), all claimants whose claims the Claims Administrators propose to reject in whole or in part for  
6 curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant  
7 whose claim is to be rejected has the right to a review pursuant to the terms of the Plan of Allocation.

8         39. Each claimant who submits a U.S. Claim Form shall be deemed to have submitted to the  
9 jurisdiction of the U.S. Court with respect to the claimant's claim, including, but not limited to, all  
10 releases provided for herein and in the U.S. Judgment or an Alternative Judgment, and the claim will be  
11 subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such  
12 investigation and discovery shall be limited to the claimant's status as a U.S. Settlement Class Member  
13 and the validity and amount of the claimant's claim.

14         40. Each Claimant who submits a Canadian Claim Form shall be deemed to have submitted  
15 to the jurisdiction of the Canadian Court with respect to the claimant's claim, including, but not limited  
16 to, all releases provided for herein and in the Canadian Second Order or an Alternative Judgment, and  
17 the claim will be subject to investigation and discovery under the Ontario Rules of Civil Procedure,  
18 provided that such investigation and discovery shall be limited to the claimant's status as a Canadian  
19 Settlement Class Member and the validity and amount of the claimant's claim.

20         41. Payment pursuant to the Stipulation and court-approved Plans of Allocation shall be  
21 deemed final and conclusive against any and all claimants. All members of the Settlement Classes  
22 whose claims are not approved shall be barred from participating in distributions from the Net  
23 Settlement Funds, but otherwise shall be bound by all of the terms of this Stipulation and the  
24 Settlement, including the terms of the Judgments or an Alternative Judgment to be entered in the  
25 Actions and the releases provided for herein and therein, and will be barred from bringing any action  
26 against the Released Defendant Parties concerning the Released Canadian Claims and the Released U.S.  
27 Claims, as applicable.



1 **TERMS OF THE JUDGMENTS**

2 46. If the Settlement contemplated by this Stipulation is approved by the Courts, U.S.  
3 Plaintiff's Counsel and Defendants' Counsel shall jointly request that the U.S. Court enter the U.S.  
4 Judgment substantially in the form annexed hereto as Exhibit C, and Canadian Plaintiff's Counsel and  
5 Defendants' Counsel shall jointly request that the Canadian Court enter the Canadian Second Order  
6 substantially in the form annexed hereto as Exhibit D.

7 **EFFECTIVE DATE OF SETTLEMENT**

8 47. The Effective Date of this Settlement shall be the first business day on which all of the  
9 following shall have occurred or been waived:

- 10 a. Entry of the U.S. Preliminary Approval Order, which shall be in all material  
11 respects substantially in the form set forth in Exhibit A annexed hereto;
- 12 b. Entry of the Canadian First Order, which shall be in all material respects  
13 substantially in the form set forth in Exhibit B annexed hereto;
- 14 c. Payment of the U.S. Settlement Amount into the U.S. Escrow Account;
- 15 d. Payment of the Canadian Settlement Amount into the Canadian Escrow Account;
- 16 e. Approval by the U.S. Court of the Settlement, following notice to the U.S.  
17 Settlement Class and the U.S. Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of  
18 Civil Procedure;
- 19 f. Approval by the Canadian Court of the Settlement, following notice to the  
20 Canadian Settlement Class and the Canadian Settlement Hearing, as prescribed by sections 19 and 29 of  
21 the *Class Proceedings Act, 1992*;
- 22 g. A U.S. Judgment, which shall be in all material respects substantially in the form  
23 set forth in Exhibit C annexed hereto, has been entered by the U.S. Court and has become Final; or in  
24 the event that an Alternative Judgment has been entered, the Alternative Judgment has become Final;  
25 and
- 26 h. A Canadian Second Order, which shall be in all material respects substantially in  
27 the form set forth in Exhibit D annexed hereto, has been entered by the Canadian Court and has become  
28

1 Final; or in the event that an Alternative Judgment has been entered, the Alternative Judgment has  
2 become Final.

### 3 **TERMINATION RIGHTS**

4 48. Defendants and Plaintiffs shall have the right to terminate the Settlement and this  
5 Stipulation by providing written notice of their election to do so (“Termination Notice”), through  
6 counsel to all other Parties hereto within thirty (30) days of any of: (i) the U.S. Court’s refusal to enter  
7 the U.S. Preliminary Approval Order attached as Exhibit A; (ii) the Canadian Court’s refusal to enter  
8 the Canadian First Order attached as Exhibit B; (iii) either the U.S. Court’s or the Canadian Court’s  
9 Final refusal to approve this Stipulation or any material part of it; (iv) the U.S. Court’s Final refusal to  
10 enter (a) the U.S. Judgment attached as Exhibit C or (b) an Alternative Judgment; (v) the Canadian  
11 Court’s Final refusal to enter (a) the Canadian Second Order attached as Exhibit D or (b) an Alternative  
12 Judgment; (vi) the date upon which the U.S. Judgment or Alternative Judgment is modified or reversed  
13 in any material respect by a Final order of the U.S. Court, the United States Court of Appeals, or the  
14 Supreme Court of the United States; or (vii) the date upon which the Canadian Second Order or  
15 Alternative Judgment is modified or reversed in any material respect by a Final order of the Canadian  
16 Court, the Ontario Court of Appeal or Supreme Court of Canada. For the avoidance of doubt, Plaintiffs  
17 shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting any  
18 Fee and Expense Application, any plan of allocation, the Canadian Funding Commission, or any  
19 honorarium payable to Canadian Plaintiff.

20 49. In addition to the foregoing, Defendants shall also have the right to terminate the  
21 Settlement in the event the Opt-Out Threshold (defined below) has been reached.

22 a. Simultaneously herewith, Defendants’ Counsel and Plaintiffs’ Counsel are  
23 executing a Confidential Supplemental Agreement Regarding Requests for Exclusion (“Supplemental  
24 Agreement”). The Supplemental Agreement sets forth certain conditions under which Defendants shall  
25 have the sole option to terminate the Settlement and render this Stipulation null and void in the event  
26 that requests for exclusion from the Settlement Classes exceed certain agreed-upon criteria (the “Opt-  
27 Out Threshold”). The Parties agree to maintain the confidentiality of the Supplemental Agreement,  
28

1 which shall not be filed with the Courts unless a dispute arises as to its terms, or as otherwise ordered  
2 by the U.S. Court or the Canadian Court, nor shall the Supplemental Agreement otherwise be disclosed  
3 unless ordered by the U.S. Court or the Canadian Court. If submission of the Supplemental Agreement  
4 is required for resolution of a dispute or is otherwise ordered by the U.S. Court or the Canadian Court,  
5 the Parties agree that the Supplemental Agreement and/or any of its terms will be submitted to the U.S.  
6 Court or the Canadian Court in camera or under seal. In the event of a termination of this Settlement  
7 pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further  
8 force and effect, with the exception of the provisions of ¶¶ 57-58 which shall continue to apply.

9         50. The U.S. Preliminary Approval Order, attached hereto as Exhibit A, and the Canadian  
10 First Order, attached hereto as Exhibit B, shall provide that requests for exclusion shall be received no  
11 later than twenty-one (21) calendar days prior to the respective settlement hearing.

12         51. Upon receiving any request for exclusion pursuant to the Notice for the U.S. Action,  
13 U.S. Plaintiff's Counsel shall promptly, and in no event no later than three (3) business days after  
14 receiving a request for exclusion or fifteen (15) calendar days prior to the U.S. Settlement Hearing,  
15 whichever is earlier, notify Defendants' Counsel of such request for exclusion and provide copies of  
16 such request for exclusion and any documentation accompanying it by email.

17         52. Upon receiving any request for exclusion pursuant to the Notice for the Canadian  
18 Action, Canadian Plaintiff's Counsel shall promptly, and in no event no later than three (3) business  
19 days after receiving a request for exclusion or fifteen (15) calendar days prior to the Canadian  
20 Settlement Hearing, whichever is earlier, notify Defendants' Counsel of such request for exclusion and  
21 provide copies of such request for exclusion and any documentation accompanying it by email.

22         53. In addition to all of the rights and remedies that Plaintiffs have under the terms of this  
23 Stipulation, Plaintiffs shall also have the right to terminate the Settlement in the event that the  
24 Settlement Amount has not been paid in the time period provided for in ¶ 6 above, pursuant to the  
25 procedures described in ¶ 6 above.

26         54. If, before the Settlement becomes Final, any Defendant files for protection under the  
27 Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is appointed  
28

1 under Bankruptcy, or any similar law, and in the event of the entry of a Final order of a court of  
2 competent jurisdiction determining the transfer of money or any portion thereof to the Settlement Funds  
3 by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer or similar  
4 transaction and any portion thereof is required to be returned, and such amount is not promptly  
5 deposited into the Settlement Funds on behalf of such Defendant by others, then, at the election of  
6 Plaintiffs, the Parties shall jointly move both Courts to vacate and set aside the release given and the  
7 Judgments or an Alternative Judgment entered in favor of that Defendant, and that Defendant,  
8 Plaintiffs, and the members of the Settlement Classes shall be restored to their litigation positions  
9 immediately prior to January 31, 2023. All releases and the Judgments or an Alternative Judgment as to  
10 other Defendants shall remain unaffected. Tahoe warrants as to the payments it or its insurers makes  
11 pursuant to this Stipulation, that, at the time of such payment, it will not be insolvent, nor will payment  
12 render it insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy  
13 Code, including Sections 101 and 547 thereof.

14 55. If an option to withdraw from and terminate this Stipulation and Settlement arises under  
15 any of ¶¶ 48-49 above: (i) neither Defendants nor Plaintiffs (as the case may be) will be required for any  
16 reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be  
17 made in good faith, but in the sole and unfettered discretion of Defendants or Plaintiffs, as applicable.

18 56. With the exception of the provisions of ¶¶ 57-58 which shall continue to apply, in the  
19 event the Settlement is terminated as set forth herein or cannot become effective for any reason, then  
20 the Settlement shall be without prejudice, and none of its terms shall be effective or enforceable except  
21 as specifically provided herein; the Parties shall be deemed to have reverted to their respective litigation  
22 positions in the Actions immediately prior to January 31, 2023; and, except as specifically provided  
23 herein, the Parties shall proceed in all respects as if this Stipulation and any related order had not been  
24 entered. In such event, this Stipulation, and any aspect of the discussions or negotiations leading to this  
25 Stipulation, shall not be admissible in the Actions and shall not be used against or to the prejudice of  
26 Defendants or against or to the prejudice of Plaintiffs, in any court filing, deposition, at trial, or  
27 otherwise.



1 of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation,  
2 or omission with respect to any statement or written document approved or made by Defendants, or  
3 against or to the prejudice of Plaintiffs, or any other member of the Settlement Classes as evidence of  
4 any infirmity in the claims of Plaintiffs, or the other members of the Settlement Classes;

5 c. Do not constitute, and shall not be offered or received against or to the prejudice  
6 of Defendants, Plaintiffs, any other member of the Settlement Classes, or their respective counsel, as  
7 evidence of a presumption, concession, or admission with respect to any liability, damages, negligence,  
8 fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice  
9 of any of the Defendants, Plaintiffs, other members of the Settlement Classes, or their respective  
10 counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings  
11 as may be necessary to effectuate the provisions of this Stipulation;

12 d. Do not constitute, and shall not be construed against Defendants, Plaintiffs, or  
13 any other member of the Settlement Classes, as an admission or concession that the consideration to be  
14 given hereunder represents the amount that could be or would have been recovered after trial;

15 e. Do not constitute, and shall not be construed as or received in evidence as an  
16 admission, concession, or presumption against Plaintiffs, or any other member of the Settlement Classes  
17 that any of their claims are without merit or infirm or that damages recoverable under the Canadian  
18 Action or the U.S. Action would not have exceeded the Settlement Amounts; and

19 f. Do not constitute, and shall not be construed as or received in evidence as an  
20 admission, concession, or presumption against Defendants that certification of a class in the U.S. Action  
21 is reasonable or appropriate under applicable law including Fed. R. Civ. P. 23(a) or 23(b)(3).

22 59. Notwithstanding ¶ 58 above, the Parties, and their respective counsel, may file this  
23 Stipulation and/or the Judgments or an Alternative Judgment in any action that may be brought against  
24 them in order to support a defense or counterclaim based on principles of *res judicata*, collateral  
25 estoppel, release, statute of limitations, statute of repose, good faith settlement, judgment bar or  
26 reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to  
27 effectuate any liability protection granted them under any applicable insurance policy. The Parties may  
28



1 file this Stipulation and/or the Judgments or an Alternative Judgment in any action that may be brought  
2 to enforce the terms of this Stipulation and/or the Judgments or an Alternative Judgment. All Parties  
3 submit to the jurisdiction of both the U.S. Court and the Canadian Court for purposes of implementing  
4 and enforcing the Settlement.

5 **MISCELLANEOUS**

6 60. All of the exhibits to the Stipulation, except any plan of allocation to the extent  
7 incorporated in those exhibits, and the Supplemental Agreement are material and integral parts hereof  
8 and are fully incorporated herein by this reference.

9 61. The Parties intend the Settlement to be the full, final, and complete resolution of all  
10 claims asserted or that could have been asserted by the Parties with respect to the Released Canadian  
11 Claims, the Released U.S. Claims and the Released Defendants' Claims. Accordingly, the Parties agree  
12 not to assert in any forum that the Actions were brought, prosecuted, or defended in bad faith or without  
13 a reasonable basis. Defendants and the U.S. Plaintiff and their respective counsel agree that each has  
14 complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the  
15 maintenance, prosecution, defense, and settlement of the U.S. Action and shall not make any  
16 application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or  
17 defense in the U.S. Action.

18 62. U.S. Plaintiff and U.S. Plaintiff's Counsel will destroy or return to Defendants' Counsel  
19 any documents produced by Defendants or third parties as part of discovery in the U.S. Action within  
20 sixty (60) days of final approval of the Settlement by the Courts in both Actions.

21 63. The Parties agree that the amount paid and the other terms of the Settlement were  
22 negotiated at arm's-length and in good faith by the Parties and their respective counsel and reflect a  
23 settlement that was reached voluntarily based upon adequate information and after consultation with  
24 experienced legal counsel and the assistance and recommendation of a well-qualified mediator.

25 64. This Stipulation, along with its exhibits and the Supplemental Agreement may not be  
26 modified or amended, nor may any of its provisions be waived, except by an instrument in writing  
27 signed by counsel for the Parties hereto, or their successors, that are materially and adversely affected  
28

1 by the modification, amendment, or waiver.

2 65. The headings herein are used for the purpose of convenience only and are not meant to  
3 have legal effect.

4 66. The administration and consummation of the Settlement as embodied in this Stipulation  
5 shall be under the authority of the U.S. Court and the Canadian Court, and the U.S. Court and the  
6 Canadian Court shall retain jurisdiction for the purpose of entering orders providing for awards of  
7 attorneys' fees, expenses, and any award to U.S. Plaintiff pursuant to 15 U.S.C. § 78u-4(a)(4) and  
8 implementing and enforcing the terms of this Stipulation.

9 67. The waiver by one Party of any breach of this Stipulation by any other Party shall not be  
10 deemed a waiver of any other prior or subsequent breach of this Stipulation.

11 68. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire  
12 agreement among the Parties concerning the Settlement as against Defendants, and no representation,  
13 warranty, or inducement has been made by any Party concerning this Stipulation and its exhibits other  
14 than those contained and memorialized in such documents.

15 69. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be  
16 deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation,  
17 attorney-client privilege, joint defense privilege, or work product protection.

18 70. Without further order of the Courts, the Parties may agree to reasonable extensions of  
19 time to carry out any of the provisions of this Stipulation.

20 71. All designations and agreements made, or orders entered during the course of the  
21 Actions relating to the confidentiality of documents or information shall survive this Stipulation.

22 72. This Stipulation may be executed in one or more counterparts. All executed counterparts  
23 and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile, via  
24 e-mail in pdf format, or by electronic transmission through a commercially accepted document signing  
25 application (e.g., DocuSign) shall be deemed originals.

26 73. This Stipulation shall be binding when signed, subject to the Settlement reaching its  
27 Effective Date pursuant to ¶ 47 and the provisions for termination set forth in ¶¶ 48-57.

1           74.     This Stipulation shall be binding upon, and inure to the benefit of, the successors and  
2 assigns of the Parties.

3           75.     The construction, interpretation, operation, effect, and validity of this Stipulation, and all  
4 documents necessary to effectuate it, shall be governed by the laws of the State of Nevada without  
5 regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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

10          77.     All counsel and any other person executing this Stipulation and any of the exhibits  
11 hereto, or any related Settlement document, warrant and represent that they have the full authority to do  
12 so, and that they have the authority to take appropriate action required or permitted to be taken pursuant  
13 to the Stipulation to effectuate its terms.

14          78.     The Parties and their respective counsel agree to cooperate fully with one another in  
15 promptly applying for preliminary approval by the Courts of the Settlement and for the scheduling of a  
16 hearing for consideration of Final approval of the Settlement and Plaintiffs' Counsel's Fee and Expense  
17 Applications, and to agree promptly upon and execute all such other documentation as reasonably may  
18 be required to obtain Final approval by the Courts of the Settlement.

19          79.     If any disputes arise out of the finalization of the settlement documentation or the  
20 Settlement itself prior to joint submission to the Courts of the application for preliminary approval of  
21 the Settlement as set forth in ¶ 45 above, those disputes will be resolved by the Mediator first by way of  
22 expedited telephonic mediation and, if unsuccessful, then by final, binding, non-appealable resolution  
23 by the Mediator.

24          80.     Except as otherwise provided herein, each Party shall bear its own costs.

25 Dated: May 25, 2023

1 Plaintiff Tiffany Huynh

Defendants Tahoe Resources, Inc., C. Kevin  
McArthur, Ronald S. Clayton, Edie  
Hofmeister and Mark Sadler

2  
3 /s/James M. Wilson, Jr.

/s/ Karl R. Barnickol

4 By Her U.S. Counsel  
5 Faruqi & Faruqi LLP

By Their U.S. Counsel  
Neal Gerber & Eisenberg LLP

6  
7 Plaintiff Abram Dyck

Defendants Tahoe Resources, Inc. and Ronald  
S. Clayton

8  
9 /s/ Anthony O'Brien

/s/ Lara Jackson

10 By His Canadian Counsel  
11 Siskinds LLP

By Their Canadian Counsel  
Cassels Brock & Blackwell LLP

# **EXHIBIT A**

1  
2  
3 **UNITED STATES DISTRICT COURT**  
4 **DISTRICT OF NEVADA**

5  
6 In re TAHOE RESOURCES, INC. SECURITIES  
7 LITIGATION

Case No. 2:17-cv-01868-RFB-NJK

8 **[PROPOSED] U.S. ORDER**  
9 **PRELIMINARILY APPROVING U.S.**  
10 **SETTLEMENT AND PROVIDING**  
11 **FOR NOTICE**

12  
13  
14  
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This Document Relates to: All Actions

1           WHEREAS, (i) Lead Plaintiff Tiffany Huynh, as executor for the estate of Kevin Nguyen,  
2 (“U.S. Plaintiff”), individually and on behalf of each member of the U.S. Settlement Class (defined  
3 below), Abram B. Dyck, Representative Plaintiff in the Canadian Action (“Canadian Plaintiff”),  
4 individually and on behalf of each member of the Canadian Settlement Class (defined below), and  
5 Defendants Tahoe Resources, Inc. (“Tahoe” or the “Company”), Ronald W. Clayton, C. Kevin  
6 McArthur, Mark T. Sadler, and Edie Hofmeister (collectively “Defendants”), have entered into the  
7 Stipulation of Settlement, dated May 25, 2023 (the “Stipulation”), which is subject to review under  
8 Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits annexed thereto,  
9 sets forth the terms and conditions for the proposed settlement and dismissal of the class action  
10 pending before the Court entitled *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-  
11 01868-RFB-NJK (D. Nev.) (the “U.S. Action”); and the Court having read and considered the  
12 Stipulation and the exhibits thereto and submissions made relating thereto, and finding that substantial  
13 and sufficient grounds exist for entering this Order; and the U.S. settling parties having consented to  
14 the entry of this Order; and

15           WHEREAS, unless otherwise defined, all terms used herein have the same meaning as set  
16 forth in the Stipulation;

17           NOW, THEREFORE, IT IS HEREBY ORDERED:

18           1.       The Court has reviewed the Stipulation and does hereby preliminarily approve the U.S.  
19 Settlement set forth therein, subject to further consideration at the U.S. Settlement Hearing described  
20 below.

21           2.       Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for  
22 purposes of this settlement only, the U.S. Action is hereby preliminarily certified as a class action on  
23 behalf of all Persons who purchased or otherwise acquired Tahoe common stock in the United States  
24 or on the NYSE between April 3, 2013 and August 24, 2017, inclusive, and who suffered damages  
25 thereby (“U.S. Settlement Class” or “U.S. Settlement Class Member”). Excluded from the U.S.  
26 Settlement Class are the Company, its officers and directors, employees, affiliates, legal  
27 representatives, heirs, predecessors, successors, and assigns, and any entity in which the Company has  
28 a controlling interest or of which the Company is a parent or subsidiary. Also excluded from the U.S.

1 Settlement Class will be any Person who or which timely and validly seeks exclusion from the U.S.  
2 Settlement Class.

3 3. The Court finds, for the purposes of settlement only, that the prerequisites for a class  
4 action under Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:  
5 (a) the number of U.S. Settlement Class Members is so numerous that joinder of all members is  
6 impracticable; (b) there are questions of law and fact common to the U.S. Settlement Class; (c) the  
7 claims of U.S. Plaintiff are typical of the claims of the U.S. Settlement Class she seeks to represent;  
8 (d) U.S. Plaintiff and U.S. Plaintiff's Counsel have and will continue to fairly and adequately represent  
9 the interests of the U.S. Settlement Class; (e) the questions of law and fact common to the Members of  
10 the U.S. Settlement Class predominate over any questions affecting only individual U.S. Settlement  
11 Class Members; and (f) a class action is superior to other available methods for the fair and efficient  
12 adjudication of the controversy.

13 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of  
14 settlement only, U.S. Plaintiff is certified as the Class Representative on behalf of the U.S. Settlement  
15 Class, U.S. Plaintiff's Counsel is hereby appointed as Class Counsel, and Liaison Counsel is hereby  
16 appointed as Liaison Class Counsel.

17 5. A hearing (the "U.S. Settlement Hearing") shall be held before this Court on  
18 \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. [a date that is at least 100 days from the date of this  
19 Order], at the United States District Court for the District of Nevada, Lloyd D. George Court House,  
20 333 Las Vegas Blvd. South, Las Vegas, NV 89101, Courtroom \_\_\_\_, to determine whether the  
21 proposed settlement of the U.S. Action on the terms and conditions provided for in the Stipulation is  
22 fair, reasonable, and adequate and should be approved by the Court; whether a U.S. Judgment as  
23 provided in ¶ 1.nnn of the Stipulation should be entered; whether the proposed U.S. Plan of Allocation  
24 is fair, reasonable, and adequate and should be approved; to determine the amount of fees and  
25 expenses to be awarded to U.S. Plaintiff's Counsel; and to determine any award to U.S. Plaintiff  
26 pursuant to 15 U.S.C. § 78u-4(a)(4). The Court may adjourn the U.S. Settlement Hearing without  
27 further notice to the members of the U.S. Settlement Class.

28 6. The Court approves, as to form and content, the U.S. Notice of Pendency and Proposed



1 Settlement of Class Action Lawsuit Pending in United States District Court for the District of Nevada  
2 (the “U.S. Notice”) and the U.S. Proof of Claim and Release Form (the “U.S. Claim Form”) annexed  
3 hereto as Exhibits A-1 and A-2, respectively, and finds that the mailing and distribution of the U.S.  
4 Notice substantially in the manner and form set forth in ¶¶ 11-12 of this Order meets the requirements  
5 of Federal Rule of Civil Procedure 23, the Private Securities Litigation Reform Act of 1995, and due  
6 process, and is the best notice practicable under the circumstances and shall constitute due and  
7 sufficient notice to all Persons entitled hereto.

8 7. The firm of Epiq Systems, Inc. (“U.S. Claims Administrator”) is hereby appointed to  
9 supervise and administer the notice program as well as the processing of claims as more fully set forth  
10 below.

11 8. The Court approves the appointment of Huntington National Bank as the U.S. Escrow  
12 Agent to manage and administer the U.S. Settlement Fund for the benefit of the U.S. Settlement Class.

13 9. Not later than seven (7) calendar days after the Court signs and enters this Order, Tahoe  
14 shall provide and/or cause its transfer agent to provide to U.S. Plaintiff’s Counsel transfer records in  
15 electronic searchable form, such as an Excel spreadsheet, containing the names and addresses of  
16 Persons who may have purchased or acquired Tahoe common stock during the U.S. Class Period.  
17 This information shall be kept confidential and shall not be used for any purpose other than to provide  
18 the notice contemplated by this Order.

19 10. Not later than twenty-one (21) calendar days after entry of this U.S. Preliminary  
20 Approval Order (the “U.S. Notice Date”), the U.S. Claims Administrator, shall mail, by first-class  
21 mail, postage prepaid, the U.S. Notice and U.S. Claim Form to the list of record holders of Tahoe  
22 common stock, and shall post to its website at [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com) the Stipulation and its  
23 exhibits, this Order, and a copy of the U.S. Notice and U.S. Claim Form.

24 11. The U.S. Claims Administrator shall use reasonable efforts to give notice to nominee  
25 purchasers such as brokerage firms and other persons and entities that purchased or acquired Tahoe  
26 common stock during the U.S. Class Period as record owners but not as beneficial owners. Such  
27 nominees SHALL EITHER: (a) WITHIN TEN (10) CALENDAR DAYS of receipt of the U.S. Notice  
28 and U.S. Claim Form, request from the U.S. Claims Administrator sufficient copies of the U.S. Notice

1 and U.S. Claim Form to forward to all such beneficial owners and WITHIN TEN (10) CALENDAR  
2 DAYS after receipt thereof forward them to all such beneficial owners; or (b) WITHIN TEN (10)  
3 CALENDAR DAYS of receipt of the U.S. Notice and U.S. Claim Form, provide a list of the names,  
4 addresses, and email addresses (to the extent known) to the U.S. Claims Administrator and the U.S.  
5 Claims Administrator is ordered to send the U.S. Notice promptly to such beneficial owners. The U.S.  
6 Claims Administrator shall, if requested, reimburse nominees or custodians out of the U.S. Settlement  
7 Fund solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial  
8 owners, up to \$0.70 per unit if the nominee or custodian elects to undertake the mailing of the U.S.  
9 Notice and U.S. Claim Form or up to \$0.10 per name if the nominee or custodian provides the names  
10 and addresses to the U.S. Claims Administrator, which expenses would not have been incurred except  
11 for the sending of such notice, and subject to further order of this Court with respect to any dispute  
12 concerning such reimbursement.

13 12. The Court approves the form of the Summary Notice of Pendency and Proposed  
14 Settlement of Class Action Lawsuit Pending in United States District Court for the District of Nevada  
15 (“U.S. Summary Notice”) substantially in the form annexed hereto as Exhibit 3, and directs that the  
16 U.S. Claims Administrator shall cause the U.S. Summary Notice to be published in *Investor’s*  
17 *Business Daily* and transmitted over *GlobeNewswire* within fourteen (14) calendar days after the U.S.  
18 Notice Date.

19 13. U.S. Plaintiff’s Counsel shall, at least seven (7) calendar days prior to the U.S.  
20 Settlement Hearing, file with the Court proof of mailing of the U.S. Notice and U.S. Claim Form and  
21 proof of publishing of the U.S. Summary Notice.

22 14. The form and content of the notice program described herein, and the methods set forth  
23 herein of notifying the U.S. Settlement Class of the U.S. Settlement and its terms and conditions, meet  
24 the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation  
25 Reform Act of 1995, 15 U.S.C. § 78u-4(a)(7), and due process, constitute the best notice practicable  
26 under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

27 15. In order to be eligible to receive a distribution from the U.S. Net Settlement Fund, in  
28 the event the U.S. Settlement is effected in accordance with the terms and conditions set forth in the

1 Stipulation, each claimant shall take the following actions and be subject to the following conditions:

2 (a) A properly executed U.S. Claim Form, substantially in the form annexed hereto  
3 as Exhibit 2, must be submitted to the U.S. Claims Administrator, at the address indicated in the U.S.  
4 Notice, postmarked or submitted electronically no later than \_\_\_\_\_, 2023 [a date that is at least  
5 ninety (90) calendar days from the U.S. Notice Date]. Such deadline may be further extended by  
6 Court order. Each U.S. Claim Form shall be deemed to have been submitted when postmarked (if  
7 properly addressed and mailed by first-class or overnight mail, postage prepaid), or when received if  
8 submitted electronically. Any U.S. Settlement Class Member who does not timely submit a U.S.  
9 Claim Form within the time provided for, shall be barred from sharing in the distribution of the U.S.  
10 Net Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all  
11 determinations and judgments in this U.S. Action concerning the U.S. Settlement, as provided in  
12 paragraph 17 of this order. Notwithstanding the foregoing, U.S. Plaintiff's Counsel may, in its  
13 discretion, accept late-submitted claims for processing by the U.S. Claims Administrator so long as  
14 distribution of the U.S. Net Settlement Fund to Authorized U.S. Claimants is not materially delayed  
15 thereby. No Person shall have any claim against U.S. Plaintiff, U.S. Plaintiff's Counsel, or the U.S.  
16 Claims Administrator by reason of the decision to exercise such discretion whether to accept late-  
17 submitted claims.

18 (b) The U.S. Claim Form submitted by each claimant must satisfy the following  
19 conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed,  
20 signed and submitted in a timely manner in accordance with the provisions of the preceding  
21 subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions  
22 reported therein, in the form of broker confirmation slips, broker account statements, or such other  
23 documentation as is deemed adequate by the U.S. Claims Administrator and/or U.S. Plaintiff's  
24 Counsel; (iii) if the person executing the U.S. Claim Form is acting in a representative capacity, a  
25 certification of his or her current authority to act on behalf of the claimant must be included in the U.S.  
26 Claim Form; and (iv) the U.S. Claim Form must be complete and contain no material deletions or  
27 modifications of any of the printed matter contained therein and must be signed under penalty of  
28 perjury;

1 (c) As part of the U.S. Claim Form, each claimant shall submit to the jurisdiction of  
2 the Court with respect to the claim submitted.

3 16. Any U.S. Settlement Class Member may enter an appearance in this U.S. Action at his,  
4 her, or its own expense, individually or through counsel of his, her, or its choice. If any U.S.  
5 Settlement Class Member does not enter an appearance, he, she, or it will be represented by U.S.  
6 Plaintiff's Counsel.

7 17. U.S. Settlement Class Members shall be bound by all orders, determinations, and  
8 judgments in this U.S. Action concerning the U.S. Settlement, whether favorable or unfavorable,  
9 unless such Persons request exclusion from the U.S. Settlement Class in a timely and proper manner,  
10 as hereinafter provided. A U.S. Settlement Class Member wishing to make such request shall either  
11 email or mail by first-class mail the request in written form to the addresses designated in the U.S.  
12 Notice for such exclusions, such that it is received, not simply postmarked, on or before \_\_\_\_\_  
13 \_\_, 2023 [a date that is at least twenty-one (21) calendar days prior to the U.S. Settlement Hearing].  
14 Such request for exclusion must state the name, address and telephone number of the Person seeking  
15 exclusion, must state that the sender requests to be "excluded from the Class and does not wish to  
16 participate in the settlement in *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-  
17 RFB-NJK (D. Nev.)," and must be signed by such Person. Such Persons requesting exclusion are also  
18 directed to state the transaction information requested in the U.S. Notice, and provide verification from  
19 their broker (such as copies of trade confirmations, account statements, or transaction histories), or a  
20 verified, sworn, or attested-to chart including the dates, prices, and quantities at which they purchased  
21 and sold Tahoe common stock during the Class Period, or other documentation of their transactions in  
22 Tahoe common stock. The request for exclusion shall not be effective unless it provides the required  
23 information and is made within the time stated above, or the exclusion is otherwise accepted by the  
24 Court.

25 18. Putative U.S. Settlement Class Members who timely (as determined by the Court) and  
26 validly request exclusion from the U.S. Settlement Class shall not be eligible to receive any payment  
27 out of the U.S. Net Settlement Fund as described in the Stipulation and U.S. Notice.

28 19. The Court will consider any U.S. Settlement Class Member's objection to the U.S.

1 Settlement, the U.S. Plan of Allocation, the application for an award of attorneys' fees, expenses,  
2 and/or an award to U.S. Plaintiff only if such U.S. Settlement Class Member has served by hand or by  
3 mail his, her, or its written objection and supporting papers, such that they are received on or before  
4 twenty-one (21) calendar days before the U.S. Settlement Hearing, by the Clerk of Court, U.S.  
5 Plaintiff's Counsel, and Defendants' Counsel at the addresses set forth below:

6 **Clerk's Office**

7 Clerk of the Court  
8 United States District Court  
9 District of Nevada  
10 Lloyd D George Courthouse  
11 333 Las Vegas Blvd. South  
12 Las Vegas, NV 89101

13 **U.S. Plaintiff's Counsel**

14 James M. Wilson, Jr.  
15 FARUQI & FARUQI, LLP  
16 685 Third Avenue, 26th Floor  
17 New York, NY 10017

18 **Defendants' Counsel**

19 Karl Barnickol  
20 NEAL GERBER & EISENBERG, LLP  
21 2 N. LaSalle Street, Suite 1700  
22 Chicago, Illinois 60602

23 Any U.S. Settlement Class Member who does not make his, her, or its objection in the manner  
24 provided for in the U.S. Notice shall be deemed to have waived such objection and shall forever be  
25 foreclosed from making any objection to any aspect of the U.S. Settlement, to the U.S. Plan of  
26 Allocation, or to the requests for attorneys' fees, expenses, or U.S. Plaintiff award, unless otherwise  
27 ordered by the Court, but shall otherwise be bound by the U.S. Judgment to be entered and the releases  
28 to be given. Attendance at the hearing is not necessary, however, persons wishing to be heard orally in  
opposition to the approval of the U.S. Settlement, the U.S. Plan of Allocation, and/or the application  
for an award of attorneys' fees, expenses, and an award to the U.S. Plaintiff are required to indicate in  
their written objection their intention to appear at the hearing. Persons who intend to object to the U.S.  
Settlement, the U.S. Plan of Allocation, and/or the application for an award of attorneys' fees,  
expenses, and an award to U.S. Plaintiff and desire to present evidence at the U.S. Settlement Hearing  
must include in their written objections the identity of any witnesses they may call to testify and

1 exhibits they intend to introduce into evidence at the U.S. Settlement Hearing.

2 20. U.S. Settlement Class Members do not need to appear at the hearing or take any other  
3 action to indicate their approval.

4 21. Pending final determination of whether the U.S. Settlement should be approved, U.S.  
5 Plaintiff, all U.S. Settlement Class Members, and each of them, and anyone who acts or purports to act  
6 on their behalf, shall not institute, commence, or prosecute any action which asserts Released Claims  
7 against the Released Defendant Parties.

8 22. As provided in the Stipulation, the U.S. Escrow Agent may disburse at the direction of  
9 U.S. Plaintiff's Counsel up to \$400,000 from the U.S. Settlement Fund prior to the Effective Date to  
10 pay U.S. Notice and Administration Expenses. For any additional U.S. Notice and Administration  
11 Expenses above \$400,000, U.S. Plaintiff's Counsel shall obtain Court approval for payments out of the  
12 U.S. Escrow Account.

13 23. All papers in support of the U.S. Settlement, U.S. Plan of Allocation, and any  
14 application by U.S. Plaintiff's Counsel for attorneys' fees and expenses or by U.S. Plaintiff for her  
15 costs and expenses shall be filed and served on or before \_\_\_\_\_, 2023 [a date that is at least  
16 fifty-six (56) calendar days prior to the date set herein for the U.S. Settlement Hearing]. If reply  
17 papers are necessary, they are to be filed and served by \_\_\_\_\_, 2023 [a date that is at least seven  
18 (7) calendar days prior to the U.S. Settlement Hearing].

19 24. All funds held by the U.S. Escrow Agent shall be deemed and considered to be in  
20 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as  
21 such funds shall be disbursed pursuant to the Stipulation and/or further order(s) of the Court.

22 25. Neither Defendants nor their counsel shall have any responsibility for the U.S. Plan of  
23 Allocation or any application for fees, expenses, or costs submitted by U.S. Plaintiff's Counsel or U.S.  
24 Plaintiff, and such matters will be considered separately from the fairness, reasonableness, and  
25 adequacy of the U.S. Settlement.

26 26. If the U.S. Settlement fails to become effective as defined in the Stipulation or is  
27 terminated, then both the Stipulation, including any amendment(s) thereof, except as expressly  
28 provided in the Stipulation, and this U.S. Preliminary Approval Order shall be null and void, of no

1 further force or effect, and without prejudice to any U.S. party, and may not be introduced as evidence  
2 or used in any actions or proceedings by any Person against the U.S. parties, and the U.S. parties shall  
3 be deemed to have reverted to their respective litigation positions in the U.S. Action as of January 30,  
4 2023.

5 27. All reasonable expenses incurred in identifying and notifying U.S. Class Members, as  
6 well as administering the U.S. Settlement Fund, shall be paid as set forth in the Stipulation. In the  
7 event the U.S. Settlement is not approved by the Court, or otherwise fails to become effective, neither  
8 U.S. Plaintiff nor U.S. Plaintiff's Counsel shall have any obligation to repay any amounts incurred or  
9 disbursed pursuant to ¶¶ 11 or 28 of the Stipulation.

10 IT IS SO ORDERED.

11 DATED: \_\_\_\_\_

\_\_\_\_\_  
12 THE HONORABLE RICHARD F. BOULWARE, II  
13 UNITED STATES DISTRICT JUDGE  
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# **EXHIBIT 1**



**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

In re TAHOE RESOURCES, INC. SECURITIES  
LITIGATION

Case No. 2:17-cv-01868-RFB-NJK

**NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF CLASS  
ACTION LAWSUIT PENDING IN  
UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA**

This Document Relates to: All Actions

**If you purchased or otherwise acquired Tahoe’s common stock in the United States or on the NYSE under the ticker symbol TAHO between April 3, 2013 and August 24, 2017, inclusive, and suffered damages thereby, then you may be entitled to a payment from a class action lawsuit settlement described below. The settlement is for the lawsuit captioned above. That settlement is also described as *In re Tahoe Resources, Inc. Securities Litigation*, United States District Court, District Of Nevada, Case No. 2:17-cv-01868-RFB-NJK. That lawsuit is referred to in this Notice as the “U.S. Action.”**

**There is a separate lawsuit against many of the same defendants that was filed in Canada that settled at the same time as the U.S. Action. That lawsuit is described as *Dyck v. Tahoe Resources, Inc. et al.*, Ontario Superior Court of Justice Court, File No. CV-18-00606411-00CP. That lawsuit is referred to in this Notice as the “Canadian Action.” If you purchased or otherwise acquired Tahoe’s common stock on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States under the ticker symbol THO between May 24, 2017 and July 5, 2017, then you may be entitled to a payment from the Canadian Action. In that event, you should visit [www.TahoeCanadianSettlement.ca](http://www.TahoeCanadianSettlement.ca), for information regarding that separate settlement proceeding.**

**A claimant may file claims in the U.S. Action and the Canadian Action and may be entitled to payment from the settlement in both actions, depending on where the claimant’s purchases of shares of Tahoe common stock were made.**

**This Notice is authorized by a U.S. Federal Court and is the Notice for the U.S. Action. A separate notice for the Canadian Action will be issued as directed by the Canadian Court.**

*This is not a solicitation from a lawyer.*

- The purpose of this notice<sup>1</sup> (the “Notice”) is to inform you of the pendency of the U.S. Action, the proposed settlement of the U.S. Action (the “Settlement”), and a hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) whether the proposed plan for allocating the proceeds of the Settlement (the “U.S. Plan of Allocation”) should be approved; and (iii) U.S. Plaintiff’s Counsel’s Fee and Expense Application. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement, wish to object, or wish to be excluded from the U.S. Settlement Class.
- On \_\_\_\_\_, the Court preliminarily approved the Settlement. If given final approval by the Court, the proposed Settlement will create a \$19,500,000.00 U.S. Settlement Fund (the “U.S. Settlement Fund”), plus any interest or income earned thereon, for the benefit of eligible U.S. Settlement Class Members, less any attorneys’ fees, expenses, and costs awarded by the Court, U.S. Notice and Administration Expenses, and Taxes.
- The Settlement resolves claims by Tiffany Huynh, as executor for the estate of Kevin Nguyen, Lead Plaintiff in the U.S. Action (“U.S. Plaintiff”), individually and on behalf of each member of the U.S. Settlement Class against Defendants Tahoe Resources, Inc. (“Tahoe” or the “Company”), Ronald W. Clayton, C. Kevin McArthur, Mark T. Sadler, and Edie Hofmeister (collectively “Defendants”). Defendants deny all allegations of misconduct. The two sides disagree on whether the investors could have won at trial, and if so, how much money they could have won.
- Attorneys for U.S. Plaintiff will ask the Court for 33% of the U.S. Settlement Fund and up to \$900,000.00 in reimbursement for expenses incurred in prosecuting this lawsuit. U.S. Plaintiff’s Counsel also intends to ask the Court to grant U.S. Plaintiff an award of up to \$10,000 for reasonable costs and expenses (including lost wages) directly relating to her representation of the class. If approved by the Court, these amounts (totaling approximately \$0.056 per allegedly damaged share) will be paid from the U.S. Settlement Fund.
- The estimated average recovery, after deducting attorneys’ fees and expenses, administrative costs,<sup>2</sup> and U.S. Plaintiff’s costs and expenses (if approved by the Court),

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Joint Stipulation and Agreement of Global Settlement of Two Related Securities Class Actions Pending in Different Jurisdictions dated May 25, 20023 (the “Stipulation”).

<sup>2</sup> The estimated U.S. notice and claims administration costs for this Settlement, which shall be paid from the U.S. Settlement Fund, are \$397,053.00. The cost is only an estimate, however,

is \$0.093 per share.

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

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY _____, __, 2023.</b>	The only way to get a payment. <i>See</i> Question 9 below for details.
<b>EXCLUDE YOURSELF BY _____, __, 2023.</b>	Get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against Defendants and/or the other Released Defendant Parties (as defined below) concerning the Released Claims (as defined below). <i>See</i> Question 12 below for details.
<b>OBJECT BY _____, __, 2023.</b>	Write to the Court about why you do not like the Settlement, the proposed U.S. Plan of Allocation, U.S. Plaintiff's Counsel's application for an award of attorneys' fees and payment of expenses, and/or an award of reasonable costs and expenses to U.S. Plaintiff. If you object, you will still be a member of the U.S. Settlement Class. <i>See</i> Question 16 below for details.
<b>GO TO A HEARING ON _____, __, 2023 AT __:00 A.M./P.M. AND FILE A NOTICE OF INTENTION TO APPEAR BY _____, __, 2023.</b>	Ask to speak in Court about the Settlement at the U.S. Settlement Hearing about the Settlement. <i>See</i> Question 20 below for details.
<b>DO NOTHING.</b>	Get no payment AND give up your rights to bring your own individual action. <i>See</i> Question 21 below for details.

- These rights and options - **and the deadlines to exercise them** - are explained in this notice.

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as the administration has not fully commenced as of the date of this Notice. Based upon the estimate, the notice and administration costs per share would be approximately \$0.003.

- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all U.S. Settlement Class Members who timely submit valid U.S. Claim Forms if the Court approves the Settlement and after appeals are resolved. Please be patient.

## **SUMMARY OF THE NOTICE**

### **Statement of U.S. Plaintiff's Recovery**

Subject to Court approval, U.S. Plaintiff, on behalf of the U.S. Settlement Class, has entered into a proposed Settlement with Defendants that, if approved by the Court, will resolve this Action in its entirety. Pursuant to the proposed Settlement, the U.S. Settlement Fund consisting of \$19.5 million in cash (the "U.S. Settlement Amount"), plus any accrued interest or earnings thereon, has been established.

### **Estimate of Average Amount of Recovery Per Share**

Based on U.S. Plaintiff's consulting damages expert's analysis, it is estimated that if U.S. Settlement Class Members submit claims for 100% of Tahoe common stock entitled to participate in the Settlement, the estimated average recovery per share of common stock would be \$0.148 per share before deduction of Court-approved fees and expenses, and approximately \$0.093 per share after Court-approved fees and expenses are deducted. Please note, however, that these average recovery amounts are only estimates and an individual U.S. Settlement Class Member may recover more or less than these estimated amounts. As described more fully below in the U.S. Plan of Allocation beginning on page 17, an individual U.S. Settlement Class Member's actual recovery will depend on several factors, including: (a) the total number of claims submitted; (b) the amount of the U.S. Net Settlement Fund; (c) when the U.S. Settlement Class Member purchased his, her, or its Tahoe common stock; and (d) whether and when the U.S. Settlement Class Member sold his, her, or its Tahoe common stock.

### **Statement of Potential Outcome of the Case if the U.S. Action Continued to be Litigated**

The U.S. parties disagree about both liability and damages and do not agree on the damages that would be recoverable if U.S. Plaintiff were to prevail on each claim asserted against Defendants. The issues on which the U.S. parties disagree include, for example: (i) whether the statements made or facts allegedly omitted were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) whether Defendants acted with the legally required state of mind, or scienter, in making any of the challenged statements; (iii) the causes of the loss in the value of the stock; and (iv) the amount of alleged damages, if any, that could be recovered at trial.

Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that U.S. Plaintiff and the U.S. Settlement Class Members have suffered any loss attributable to Defendants' actions. While U.S. Plaintiff believes she has meritorious claims, she recognizes that there are significant obstacles in the way to recovery.

## **Statement of Attorneys' Fees and Expenses Sought**

U.S. Counsel, on behalf of itself and Liaison Counsel (“Plaintiffs’ Counsel”), will apply to the Court for attorneys’ fees of 33% of the U.S. Settlement Fund, which includes any accrued interest or earnings thereon. U.S. Plaintiff’s Counsel has not received any payment for their services rendered or expenses incurred in conducting this Action on behalf of U.S. Plaintiff and the U.S. Settlement Class. U.S. Plaintiff’s Counsel will also apply for payment of expenses incurred by U.S. Plaintiffs’ Counsel in prosecuting the U.S. Action of up to \$900,000.00, plus accrued interest, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”) for the reasonable costs and expenses of U.S. Plaintiff of up to \$10,000 directly relating to its representation of the U.S. Settlement Class. Collectively, these applications are referred to as the “Fee and Expense Application.” If approved by the Court, these amounts (totaling approximately \$0.056 per share, assuming claims are filed for all shares eligible to participate in the Settlement) will be paid from the U.S. Settlement Fund.

## **Reasons for the Settlement**

For U.S. Plaintiff, the principal reason for the Settlement is the immediate benefit of a substantial cash recovery to the U.S. Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the operative complaint; the risk that the Court may deny, in whole or in part, the U.S. Plaintiff’s pending motion for class certification; the risk that the Court may grant, in whole or in part, some or all of the anticipated motions for summary judgment to be filed by Defendants; the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any trial and appeals).

For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any U.S. Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to end the burden, expense, uncertainty, and risk of further litigation.

## **Identification of Legal Representatives**

U.S. Plaintiff and the U.S. Settlement Class are represented by Faruqi & Faruqi, LLP, Court-appointed Lead Counsel, and Muckleroy Lunt, LLC, Court-appointed Liaison Counsel. Any questions regarding the Settlement should be directed to James M. Wilson, Jr. at Faruqi & Faruqi, LLP, 685 Third Avenue, 26th Floor, New York, NY 10017, (212) 983-9330, [jwilson@faruqilaw.com](mailto:jwilson@faruqilaw.com).

## **BASIC INFORMATION**

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

You or someone in your family, or an investment account for which you serve as a custodian, may have purchased or otherwise acquired Tahoe common stock in the United States or on the NYSE between April 3, 2013 and August 24, 2017, inclusive, and suffered damages thereby. This Notice explains the U.S. Action, the Settlement, U.S. Settlement Class Members’

legal rights, what benefits are available, who is eligible for them, and how to get them. Receipt of this Notice does not mean that you are a Member of the U.S. Settlement Class or that you will be entitled to receive a payment. **If you wish to be eligible for a payment, you are required to submit the U.S. Claim Form that is being distributed with this U.S. Notice.**

The Court directed that this U.S. Notice be sent to U.S. Settlement Class Members to inform them of the terms of the proposed Settlement and about all of their options, before the Court decides whether to approve the Settlement at the upcoming hearing to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed U.S. Plan of Allocation, and U.S. Plaintiff's Counsel's Fee and Expense Application (the "U.S. Settlement Hearing").

The Court in charge of the case is the United States District Court for the District of Nevada, and the U.S. Action is known as *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-RFB-NJK (D. Nev.).

## **2. What is a class action?**

In a class action, one or more plaintiffs, called lead plaintiffs or class representatives, sue on behalf of people who have similar claims. The individuals and entities on whose behalf the class representative is suing are known as class members. One court resolves the issues in the case for all class members, except for those who choose to exclude themselves from the class if exclusion is permitted by applicable rules of procedure.

## **3. What is this case about and what has happened so far?**

This is a federal securities class action lawsuit.

Tahoe was a minerals mining company based in Reno, Nevada. U.S. Plaintiff alleges that after obtaining its exploitation license for the Escobal mine in Guatemala, Defendants made materially false and/or misleading statements, as alleged in the Consolidated Amended Class Action Complaint ("AC").

On July 7, 2017, the initial federal complaint in the U.S. Action was filed. ECF No. 1. On July 13, 2018, the Court appointed Kevin Nguyen as Lead Plaintiff and Faruqi & Faruqi, LLP as Lead Counsel. ECF No. 54. On August 31, 2018, the U.S. Plaintiff filed the AC. ECF No. 59. On October 30, 2018, Defendants filed a motion to dismiss the AC in the U.S. Action. ECF No. 65. Following oral argument on Defendants' motion to dismiss, on June 19, 2019, the Court denied Defendants' motion to dismiss except for the claims against former Chief Financial Officer, Elizabeth McGregor. ECF Nos. 83, 84.

On August 2, 2019, Defendants filed a motion to certify the motion to dismiss order for interlocutory appeal in the U.S. Action and their Answer to the AC. ECF Nos. 88, 90, 91. On March 23, 2020, the Court denied Defendants' motion for interlocutory appeal. ECF No. 114.

Between December 2019 and September 2020, Defendants produced more than 150,000 documents to U.S. Plaintiff. In April 2020, U.S. Plaintiff produced 894 documents. On July 1,

2021, U.S. Plaintiff filed a motion to certify a class. ECF No. 142. Between August 2021 and January 2022, U.S. Plaintiff sat for a deposition, took the deposition of Defendants' class certification expert, the fact depositions of five former Tahoe employees, and three relevant third parties, and served document production subpoenas on various third parties that resulted in the production of an additional 90,000 documents.

On February 8, 2022, the Court held a hearing on the U.S. Plaintiff's class certification motion, during which time the Court scheduled an evidentiary hearing on the issue of class certification for April 27-28, 2022. ECF Nos. 165, 173.

On January 29, 2022, U.S. Lead Plaintiff, Kevin Nguyen, passed away. *See* ECF No. 175. Therefore, on April 1, 2022, his wife and the sole executor of his estate, Tiffany Huynh, moved to be substituted for Mr. Nguyen as Lead Plaintiff. *Id.* On September 14, 2022, the Court granted Ms. Huynh's motion and appointed her as the U.S. Lead Plaintiff. ECF No. 193.

On October 5, 2022, U.S. Plaintiff filed seven motions for letters rogatory to compel the depositions of relevant witnesses in Peru and Guatemala. ECF Nos. 195 to 215. The Court granted the motions on October 31, 2022, and U.S. Plaintiff began the process of serving the letters rogatory on the foreign witnesses. ECF Nos. 222 to 228. In December 2022, U.S. Plaintiff took the depositions of the four individual defendants named in the U.S. Action.

#### **4. How and when was the Settlement reached?**

The Parties engaged Robert Meyer, a highly experienced JAMS Mediator (the "Mediator"), and scheduled a mediation for July 28, 2022 to seek to reach a global resolution of the U.S. Action and the Canadian Action. *See* ECF No. 190. A pre-mediation conference was held on July 25, 2022. *Id.* During that conference, it became apparent that a productive mediation for a global settlement of the U.S. and Canadian Actions would not be possible at that time. *Id.*

After the mediation scheduled for July 28, 2022, was cancelled, the Parties continued to communicate informally about a possible resolution of all claims. As a result of these communications, the Parties were able to reach an agreement on certain threshold issues so that a formal mediation with Mr. Meyer was re-scheduled for January 31, 2023. On January 31, 2023, the Parties met for a full-day mediation session with the Mediator. The Parties were able to reach an agreement in principle for a global settlement of the claims against Defendants in both Actions. Pursuant to the settlement in principle, Defendants agreed to resolve all claims for two separate lump sum cash payments of \$19,500,000.00 (the "U.S. Settlement Amount") to resolve the claims in the U.S. Action and \$13,500,000.00 ("Canadian Settlement Amount") to resolve the claims in the Canadian Action. The Parties negotiated a term sheet setting out the main components of the settlement in principal and thereafter have negotiated the terms of this final settlement Stipulation. The Stipulation (together with its exhibits) constitutes the final and binding agreement between the Parties.

The Settlement was reached after arm's-length negotiations between Plaintiffs' Counsel and counsel for Defendants, and only after: (a) U.S. Plaintiffs' Counsel conducted a lengthy

investigation into the facts alleged in the Actions, which included an investigation by a private investigator; (b) U.S. Plaintiffs' Counsel drafted the amended complaint and the statement of claim; (c) U.S. Plaintiff and Defendants engaged in comprehensive briefing on Defendants' Motion to Dismiss and Request for Judicial Notice; (d) U.S. Plaintiffs' Counsel researched the applicable law with respect to the claims against Defendants and the potential defenses thereto; (e) U.S. Plaintiffs' Counsel consulted with experts regarding the facts of the case; (f) U.S. Plaintiff and Defendants exchanged and reviewed more than 150,000 discovery documents pursuant to the operative scheduling order and Federal Rules of Civil Procedure; (g) U.S. Plaintiff served numerous third party document production subpoenas that resulted in the production of more than 90,000 documents; (h) U.S. Plaintiff sat for a day-long deposition and U.S. Plaintiff's Counsel took thirteen depositions of fact and expert witnesses; (i) U.S. Plaintiff and Defendants engaged in extensive briefing on U.S. Plaintiff's motion for class certification; (j) U.S. Plaintiff began the process of serving seven letters rogatory to take the depositions of foreign fact witnesses in Peru and Guatemala; (k) the Parties exchanged detailed mediation statements and exhibits; and (l) the Parties conducted a mediation and engaged in settlement negotiations.

### **WHO IS IN THE SETTLEMENT**

To see if you will get money from this Settlement, you first have to determine if you are a U.S. Settlement Class Member.

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

Subject to certain exceptions identified below, everyone who fits this description is a U.S. Settlement Class Member: all Persons who purchased or otherwise acquired Tahoe's common stock in the United States or on the NYSE at artificially inflated prices between April 3, 2013 and August 24, 2017, inclusive, and who suffered damages thereby.

You can determine whether you purchased on a United States exchange by looking at the ticker symbol on your account statements or trade confirmations. Trades with the ticker symbol TAHO were made on a United States exchange, and you are eligible to apply for a payment from the U.S. Settlement Fund.

If you did not purchase or otherwise acquire Tahoe's common stock in the United States or on the NYSE under the ticker symbol TAHO between April 3, 2013 and August 24, 2017, inclusive, then you are not part of the U.S. Settlement Class. You may be a member of the Canadian Settlement Class. For more information on how to obtain recovery from the Settlement, please visit [www.TahoeCanadianSettlement.ca](http://www.TahoeCanadianSettlement.ca).

#### **6. Are there exceptions to being included?**

Yes. There are some individuals and entities that are excluded from the Class by definition. Excluded from the Class are: the Company, its officers and directors, employees, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and any entity in which the Company has a controlling interest or of which the Company is a parent or



subsidiary.

Also excluded from the U.S. Settlement Class will be any Person who or which timely and validly seeks exclusion from the U.S. Settlement Class in accordance with the requirements explained in Question 12 below.

If you purchased Tahoe common stock on an exchange outside of the United States, you are not a member of the U.S. Settlement Class. You can determine whether you purchased on a United States exchange by looking at the ticker symbol on your account statements or trade confirmations. Trades with the ticker symbol TAHO were made on a United States exchange. If your ticker symbol is THO, please visit [www.TahoeCanadianSettlement.ca](http://www.TahoeCanadianSettlement.ca), for more information on how to recover from the Settlement.

#### **7. What if I am still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help by calling 1-855-903-0315 or visiting [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com). You can also fill out and return the U.S. Claim Form described in Question 9, to see if you qualify.

### **THE SETTLEMENT BENEFITS – WHAT YOU GET**

#### **8. What does the Settlement provide?**

In exchange for the Settlement and release of the Released Claims against the Released Defendant Parties, Defendants have agreed to create a \$19.5 million U.S. Settlement Fund for the U.S. Settlement Class. After deductions for Court-awarded fees, expenses, and costs, settlement administration costs, and any applicable Taxes, the balance of the U.S. fund (the “U.S. Net Settlement Fund”) will be distributed *pro rata* pursuant to the “Plan of Allocation” among all U.S. Settlement Class Members who submit valid and timely U.S. Claim Forms and are found to be eligible to receive a distribution from the U.S. Net Settlement Fund (“Authorized U.S. Claimants”).

The U.S. Plan of Allocation, which is subject to Court approval, is discussed in more detail on pages 17-22 of this U.S. Notice.

#### **9. How can I receive payment?**

To qualify for a payment, you must submit a timely and valid U.S. Claim Form with supporting documents. A U.S. Claim Form is being circulated with this Notice. You can also get a U.S. Claim Form from the website dedicated to the Settlement: [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com). You can request that a U.S. Claim Form be mailed to you by calling the U.S. Claims Administrator toll-free at 1-855-903-0315. Please read the instructions contained in the U.S. Claim Form carefully, fill out the U.S. Claim Form, include all the documents the form requests, sign it, and either mail it to the U.S. Claims Administrator or submit it through email at [info@USTahoeSettlement.com](mailto:info@USTahoeSettlement.com), so it is postmarked (or received if

sent via email) no later than \_\_\_\_\_, \_\_, 2023.

If you have large numbers of transactions, you may request, or may be requested to, submit information regarding your transactions in electronic files. If you wish to submit your transaction data electronically, you must contact the U.S. Claims Administrator at 1-855-903-0315 or visit their website at [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com) to obtain the required file layout. You must still timely submit a signed U.S. Claim Form by mail or email, as specified above.

No electronic files will be considered to have been properly submitted unless the U.S. Claims Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data. All U.S. claimants **MUST** timely submit a signed U.S. Claim Form to be potentially eligible for a payment from this Settlement.

#### **10. When will I receive my payment?**

The Court will hold the U.S. Settlement Hearing on \_\_\_\_\_, \_\_, 2023 at \_\_\_:00 a.m/p.m, to decide whether to approve the Settlement in the U.S. Action. If the Court approves the Settlement, there may be appeals after that. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the U.S. Claim Forms to be processed. Please be patient.

#### **11. What am I giving up to receive a payment or stay in the U.S. Settlement Class?**

If you are a U.S. Settlement Class Member, unless you exclude yourself, you are staying in the U.S. Settlement Class, and that means that, upon the “Effective Date,” you will release all “Released U.S. Claims” (as defined below) against the “Released Defendant Parties” (as defined below).

“Released U.S. Claims” means any and all pending claims arising from the same operative facts as the U.S. Action, and any and all causes of action of every nature and description, including both known claims and Unknown Claims (defined below), contingent or absolute, mature or not mature, liquidated or not liquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, provincial, common or foreign law, that U.S. Plaintiff or any other member of the U.S. Settlement Class: (i) asserted in the U.S. Action; or (ii) could have asserted in the U.S. Action or any forum, domestic or foreign, that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part, to: (a) the allegations, transactions, facts, events, matters or occurrences, representations or omissions involved, set forth, alleged or referred to in the U.S. Action; and (b) the purchase or sale or other acquisition or disposition, or holding of Tahoe common stock in the United States or on the NYSE, during the class period in the U.S. Action.

“Released Defendant Parties” means (a) Defendants, Defendants’ Counsel; (b) each of their respective past or present direct or indirect subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents,

fiduciaries, contractors, employees, legal representatives, attorneys, auditors, and insurers; (c) the spouses, immediate family members, representatives, and heirs of the Individual Defendants; (d) any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant's immediate family members; and (e) any firm, trust, corporation, or entity in which any Defendant has a controlling interest.

“Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, that Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement or any claims against any Person who submits a request for exclusion that is accepted by the Court.

“Released Plaintiff Parties” means each and every member of the Settlement Classes, U.S. Plaintiff, Canadian Plaintiff, U.S. Plaintiff’s Counsel, Canadian Plaintiff’s Counsel and each of their respective past or present trustees, officers, directors, partners, employees, affiliates, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Parties who is an individual, as well as any trust of which any Released Plaintiff Parties is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Classes.

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

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

Plaintiffs, other members of the Settlement Classes, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Plaintiffs and Defendants shall expressly, fully, finally, and forever settle and release, and each member of the Settlement Classes shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgments or an Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and other members of the Settlement Classes by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

The "Effective Date" will occur when Orders entered by the Court and the Canadian Court approving the Settlement become Final and are not subject to appeal. If you remain a member of the U.S. Settlement Class, all of the Court's orders, whether favorable or unfavorable, will apply to you and legally bind you. Upon the Effective Date, Defendants will also provide a release of any claims against U.S. Plaintiff and the U.S. Settlement Class arising out of or related to the institution, prosecution, or settlement of the claims in the U.S. Action.

If you remain a member of the U.S. Settlement Class, all of the Court's orders will apply to you and legally bind you. You will be bound by the releases whether or not you submit a U.S. Claim Form and/or receive a payment under the Settlement.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to be eligible to receive a payment from the U.S. Settlement, but you want to keep any right you may have to sue or continue to sue the Released Defendant Parties on your own about the Released Claims, then you must take steps to remove yourself from the U.S. Settlement Class. This is called excluding yourself or "opting out" of the U.S. Settlement Class. **Please note: If you decide to exclude yourself and bring your own claims, Defendants will have the right to seek their dismissal, and there is a risk that any lawsuit you file or have already filed to pursue claims alleged in the U.S. Action may be dismissed. Also, Defendants may terminate the Settlement if U.S. Settlement Class Members who purchased in excess of a certain amount of Tahoe's shares seek exclusion from the U.S. Settlement Class.**

### **12. How do I exclude myself from the U.S. Settlement Class?**

To exclude yourself from the U.S. Settlement Class, you must send a signed letter by mail stating that you request to be "excluded from the U.S. Settlement Class and do not wish to participate in the settlement in *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-RFB-NJK (D. Nev.)." You cannot exclude yourself by telephone or e-mail. To be valid, your letter must state: (A) your name, address, telephone number, and signature; (B) the date, number, and dollar amount of all purchases or acquisitions of Tahoe common stock in the

United States or on the NYSE between April 3, 2013 and August 24, 2017, inclusive; and (C) the date, number, and dollar amount of all sales of Tahoe common stock between August 25, 2017 and November 22, 2017, inclusive. **The submission must also be accompanied by verification from your broker (such as copies of trade confirmations, account statements, or transaction histories), OR a verified, sworn, or attested-to chart including the dates, prices, and quantities at which you purchased and sold Tahoe common stock during the Class Period, OR other documentation of your transactions in Tahoe common stock.**

Your submission must be received, not simply postmarked, no later than \_\_\_\_\_, , 2023. You may email your exclusion request to [Info@USTahoeSettlement.com](mailto:Info@USTahoeSettlement.com), or you may mail it to:

Tahoe Resources United States Securities Litigation  
Epiq Systems, Inc.  
P.O. Box 5866  
Portland, OR 97228-5866

A request for exclusion shall not be valid and effective unless it provides all the information called for in this paragraph and is received within the time stated above, or is otherwise accepted by the Court.

If you ask to be excluded, you will not get any payment from the Settlement, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

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

No. Unless you exclude yourself, you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* U.S. Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_, , 2023.

**14. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, you will not get money from the proposed U.S. Settlement.

**THE LAWYERS REPRESENTING THE CLASS**

**15. Do I have a lawyer in this case? How will the lawyers be paid?**

The Court has appointed the law firm of Faruqi & Faruqi, LLP as U.S. Plaintiff's Counsel and Muckleroy Lunt, LLC as Liaison Counsel (collectively, "U.S. Plaintiff's Counsel")

to represent U.S. Plaintiff and all other U.S. Settlement Class Members in the U.S. Action.

You will not be separately charged for the fees or expenses of U.S. Plaintiff's Counsel appointed by the U.S. Court. The Court will determine the amount of U.S. Plaintiff's Counsel's fees and expenses, which will be paid from the U.S. Settlement Fund. *See also* Notice at 4 ("Statement of Attorneys' Fees and Expenses Sought"). If you want to be represented by your own lawyer, you may hire one at your own expense.

### **OBJECTING TO THE SETTLEMENT, THE U.S. PLAN OF ALLOCATION, OR THE U.S. FEE AND EXPENSE APPLICATION**

If you are a U.S. Settlement Class Member, you can tell the Court that you do not agree with the Settlement or some part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If this is what you want to happen, you must object.

#### **16. How do I tell the Court that I do not like the proposed Settlement?**

If you are a U.S. Settlement Class Member, you can object to the Settlement or any of its terms, the proposed U.S. Plan of Allocation, and/or the U.S. Fee and Expense Application, and give reasons why you think the Court should not approve it. If the Court denies approval of the Settlement, no payments will be made to U.S. Settlement Class Members, the U.S. parties will return to the position they were in before the Settlement was agreed to, and the U.S. Action will continue.

To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed U.S. Plan of Allocation, and/or the U.S. Fee and Expense Application in "*In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-RFB-NJK (D. Nev.)." Your objection must state why you are objecting and must also: (i) include your name, address, telephone number, and signature; (ii) contain a statement of the objection and the specific reasons for it, including any legal and evidentiary support (including witnesses) you wish to bring to the Court's attention; and (iii) documentation identifying the number of Tahoe common stock you purchased or acquired between April 3, 2013 and August 24, 2017, and documentation identifying the number of Tahoe shares you sold between August 25, 2017 and November 22, 2017, inclusive. Unless otherwise ordered by the Court, any U.S. Settlement Class Member who does not object in the manner described in this U.S. Notice will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Settlement, U.S. Plan of Allocation, and/or U.S. Plaintiff's Counsel's Fee and Expense Application. Your objection must be filed with the Court at the address below, either by mail or in person, **and** be mailed or delivered to each of the following counsel so that it is received, not simply postmarked, no later than \_\_\_\_\_, 2023:

**Clerk's Office**

Clerk of the Court  
United States District Court

District of Nevada  
Lloyd D. George Courthouse  
333 Las Vegas Blvd. South  
Las Vegas, NV 89101

**U.S. Plaintiff's Counsel**

James M. Wilson, Jr.  
FARUQI & FARUQI, LLP  
685 Third Avenue, 26th Floor  
New York, NY 10017

**Defendants' Counsel**

Karl Barnickol  
NEAL GERBER & EISENBERG, LLP  
2 N. LaSalle Street, Suite 1700  
Chicago, Illinois 60602

**17. What is the difference between objecting and seeking exclusion?**

Objecting is telling the Court that you do not like something about the proposed U.S. Settlement, U.S. Plan of Allocation, or U.S. Fee and Expense Application. You can still recover money from the Settlement. You can object *only* if you stay in the U.S. Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the U.S. Settlement Class. If you exclude yourself, you have no basis to object because the Settlement and the U.S. Action no longer affect you.

**THE COURT'S SETTLEMENT HEARING**

**18. When and where will the Court decide whether to approve the proposed settlement?**

The Court will hold the U.S. Settlement Hearing at \_\_\_\_ **a.m/p.m.** on the \_\_\_\_ **day of** \_\_\_\_\_, at the United States District Court for District of Nevada, Lloyd D. George Court House, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, Courtroom \_\_\_\_\_. At this hearing the Court will consider whether: (i) the Settlement is fair, reasonable and adequate, and should receive final approval; (ii) the U.S. Plan of Allocation is fair and reasonable, and should be approved; and (iii) the U.S. Fee and Expense Application is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 16 above. We do not know how long it will take the Court to make these decisions.

You should be aware that the Court may change the date and time of the U.S. Settlement Hearing, or hold the hearing telephonically, without another notice being sent to U.S. Settlement Class Members. If you want to attend the hearing, you should check with U.S. Plaintiff's Counsel beforehand to be sure that the date and/or time has not changed, or

periodically check the Settlement website at [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com) to see if the U.S. Settlement Hearing stays as calendared or is changed.

**19. Do I have to come to the U.S. Settlement Hearing?**

No. U.S. Plaintiff’s Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to the Court to discuss it. You may have your own lawyer (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file a Notice of Appearance in the manner described in the answer to Question 20 below no later than \_\_\_\_\_, 2023.

**20. May I speak at the U.S. Settlement Hearing?**

If you object to the Settlement, you may ask the Court for permission to speak at the U.S. Settlement Hearing. To do so, you must include with your objection (*see* Question 16 above) a statement stating that it is your “Notice of Intention to Appear in *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-RFB-NJK (D. Nev.).” Persons who intend to present evidence at the U.S. Settlement Hearing must also include in their written objections the identities of any witnesses they wish to call to testify and any exhibits they intend to introduce into evidence at the U.S. Settlement Hearing. Unless otherwise ordered by the Court, you cannot speak at the hearing if you excluded yourself from the U.S. Settlement Class or if you have not provided written notice of your intention to speak at the U.S. Settlement Hearing by the deadline identified, and in accordance with the procedures described in this Question 20 and Question 16.

**IF YOU DO NOTHING**

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

If you do nothing and you are a member of the U.S. Settlement Class, you will receive no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims. To share in the U.S. Net Settlement Fund, you must submit a U.S. Claim Form (*see* Question 9 above). To start, continue, or be part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims in this case, to the extent it is otherwise permissible to do so, you must exclude yourself from this U.S. Settlement Class (*see* Question 12).

**GETTING MORE INFORMATION**

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

This U.S. Notice summarizes the proposed Settlement. For the precise terms and



conditions of the Settlement, please see the Stipulation available at [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com), by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.nvd.uscourts.gov>, or by visiting the Office of the Clerk of the United States District Court for the District of Nevada, Lloyd D. George Court House, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement by visiting the website dedicated to the U.S. Settlement, [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com), writing to the U.S. Claims Administrator at Tahoe Resources United States Securities Litigation, Epiq Systems, Inc., P.O. Box 5866, Portland, OR 97228-5866; or by calling the U.S. Claims Administrator toll free at 1-855-903-0315.

#### **PROPOSED PLAN OF ALLOCATION OF U.S. NET SETTLEMENT FUND AMONG U.S. SETTLEMENT CLASS MEMBERS**

The U.S. Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the U.S. Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Court may approve the U.S. Plan of Allocation with or without modifications agreed to among the Parties, or may approve another plan of allocation, without further notice to U.S. Settlement Class Members.

The objective of the U.S. Plan of Allocation is to equitably distribute the U.S. Net Settlement Fund among Authorized U.S. Claimants based on their respective alleged economic losses as a result of the alleged fraud, as opposed to losses caused by market- or industry-wide factors, or Company-specific factors unrelated to the alleged fraud. The U.S. Claims Administrator shall determine each Authorized U.S. Claimant's share of the U.S. Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below. A Recognized Loss will be calculated for each share of Tahoe common stock purchased or otherwise acquired during the U.S. Settlement Class Period, on a U.S. stock exchange or in a transaction in the U.S.<sup>3</sup> The calculation of a Recognized Loss will depend upon several factors, including when the shares of Tahoe common stock were purchased during the U.S. Settlement Class Period, and for what amounts, and whether such shares were sold, and if sold, when they were sold, and for what amounts. The Recognized Loss is not intended to estimate the amount a U.S. Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Authorized U.S. Claimants pursuant to the Settlement. The Recognized Loss is the basis upon

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<sup>3</sup> This includes purchases of Tahoe common stock executed on a U.S. stock exchange or U.S. alternative trading system. During the Class Period, Tahoe common stock was dual listed on the New York Stock Exchange ("NYSE") and the Toronto Stock Exchange ("TSX") under the symbol "TAHO" and "THO," respectively. Purchases of Tahoe common stock on a non-U.S. stock exchange, including the TSX, are not included in the U.S. Plan of Allocation.

how the U.S. Net Settlement Fund will be proportionately allocated to the Authorized U.S. Claimants. The U.S. Claims Administrator will use its best efforts to administer and distribute the U.S. Net Settlement Fund to the extent that it is equitably and economically feasible.

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

Federal securities laws allow investors to recover for losses caused by disclosures which corrected the defendants’ previous alleged misleading statements or omissions. Thus, in order to have been damaged by the alleged violations of the federal securities laws, Tahoe common stock purchased or otherwise acquired during the U.S. Settlement Class Period must have been held during a period of time in which its price declined due to the disclosure of information which allegedly corrected a misleading statement or omission. U.S. Plaintiff and U.S. Plaintiff’s Counsel have determined that such price declines occurred on July 6, 2017 and August 25, 2017 (the “Corrective Disclosure Dates”). Accordingly, if a share of Tahoe common stock was sold before July 6, 2017 (the earliest Corrective Disclosure Date), the Recognized Loss for that share is \$0.00, and any loss suffered is not compensable under the federal securities laws. Likewise, if a share of Tahoe common stock was both purchased and sold between the two Corrective Disclosure Dates, the Recognized Loss for that share is \$0.00.

<b>Table 1</b>		
<b>Artificial Inflation in Tahoe Common Stock</b>		
<b>From</b>	<b>To</b>	<b>Per-Share Price Inflation</b>
April 3, 2013	July 5, 2017	\$3.69
July 6, 2017	August 24, 2017	\$1.02
August 25, 2017	Thereafter	\$0.00

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

In the calculations below, all purchase and sale prices shall exclude any fees, taxes and

commissions. If a Recognized Loss amount is calculated to be a negative number, that Recognized Loss shall be set to zero (\$0.00). Any transactions in Tahoe common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

### **Calculation of Recognized Loss Per Share of Tahoe Common Stock**

For each share of Tahoe common stock purchased or otherwise acquired during the U.S. Settlement Class Period (i.e., April 3, 2013 through August 24, 2017, inclusive), the Recognized Loss per share shall be calculated as follows:

- I. For each share of Tahoe common stock purchased during the U.S. Settlement Class Period that was sold prior to July 6, 2017, the Recognized Loss per share is \$0.00.
- II. For each share of Tahoe common stock purchased between April 3, 2013 and July 5, 2017, inclusive:
  - a. that was subsequently sold during the period July 6, 2017 through August 24, 2017, inclusive, the Recognized Loss per share is \$2.67.
  - b. that was subsequently sold during the period August 25, 2017 through November 22, 2017, inclusive (i.e., sold during the 90-Day Lookback Period), the Recognized Loss per share is *the least of*:
    - i. \$3.69; or
    - ii. the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
  - c. that was still held as of the close of trading on November 22, 2017, the Recognized Loss per share is *the lesser of*:
    - i. \$3.69; or
    - ii. the purchase price *minus* the average closing price of Tahoe common stock during the 90-Day Lookback Period, which is \$5.00.
- III. For each share of Tahoe common stock purchased between July 6, 2017 and August 24, 2017, inclusive:
  - a. that was subsequently sold during the period July 6, 2017 through August 24, 2017, inclusive, the Recognized Loss per share is \$0.00.
  - b. that was subsequently sold during the period August 25, 2017 through November 22, 2017, inclusive (i.e., sold during the 90-Day Lookback Period), the Recognized Loss per share is *the lesser of*:
    - i. \$1.02; or

- ii. the purchase price *minus* the “90-Day Lookback Value” on the date of sale provided in Table 2 below.
- c. that was still held as of the close of trading on November 22, 2017, the Recognized Loss per share is *the lesser of*:
  - i. \$1.02; or
  - ii. the purchase price *minus* the average closing price of Tahoe common stock during the 90-Day Lookback Period, which is \$5.00.

For each share of Tahoe common stock purchased or otherwise acquired on or after August 25, 2017, the Recognized Loss per share is \$0.00.

<b>Table 2</b>					
<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>	<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>	<b>Sale/ Disposition Date</b>	<b>90-Day Lookback Value</b>
8/25/2017	\$4.47	9/26/2017	\$5.26	10/25/2017	\$5.20
8/28/2017	\$4.48	9/27/2017	\$5.25	10/26/2017	\$5.19
8/29/2017	\$4.45	9/28/2017	\$5.24	10/27/2017	\$5.17
8/30/2017	\$4.47	9/29/2017	\$5.24	10/30/2017	\$5.17
8/31/2017	\$4.53	10/2/2017	\$5.24	10/31/2017	\$5.16
9/1/2017	\$4.57	10/3/2017	\$5.24	11/1/2017	\$5.15
9/5/2017	\$4.61	10/4/2017	\$5.25	11/2/2017	\$5.14
9/6/2017	\$4.64	10/5/2017	\$5.25	11/3/2017	\$5.13
9/7/2017	\$4.65	10/6/2017	\$5.26	11/6/2017	\$5.13
9/8/2017	\$4.66	10/9/2017	\$5.26	11/7/2017	\$5.11
9/11/2017	\$4.80	10/10/2017	\$5.26	11/8/2017	\$5.10
9/12/2017	\$4.92	10/11/2017	\$5.26	11/9/2017	\$5.09
9/13/2017	\$5.00	10/12/2017	\$5.26	11/10/2017	\$5.07
9/14/2017	\$5.05	10/13/2017	\$5.26	11/13/2017	\$5.06
9/15/2017	\$5.08	10/16/2017	\$5.25	11/14/2017	\$5.05
9/18/2017	\$5.11	10/17/2017	\$5.25	11/15/2017	\$5.04
9/19/2017	\$5.14	10/18/2017	\$5.25	11/16/2017	\$5.03
9/20/2017	\$5.16	10/19/2017	\$5.24	11/17/2017	\$5.02
9/21/2017	\$5.18	10/20/2017	\$5.24	11/20/2017	\$5.01
9/22/2017	\$5.21	10/23/2017	\$5.23	11/21/2017	\$5.01
9/25/2017	\$5.24	10/24/2017	\$5.22	11/22/2017	\$5.00

### INSTRUCTIONS APPLICABLE TO ALL CLAIMANTS

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

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

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

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

The first-in-first-out (“FIFO”) basis will be applied to purchases and sales. Sales will be matched in chronological order, by trade date, first against Tahoe common stock held as of the close of trading on April 2, 2013 (the last day before the U.S. Settlement Class Period begins) and then against the purchases of Tahoe common stock during the U.S. Settlement Class Period beginning with the earliest purchase during the U.S. Settlement Class Period.

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

Option contracts are not securities eligible to participate in the Settlement. With respect to Tahoe common stock purchased or sold through the exercise of an option, the purchase/sale date of the stock shall be the exercise date of the option and the purchase/sale price of the stock shall be the closing price of Tahoe common stock on the date of exercise. Any Recognized Loss arising from purchases of Tahoe common stock acquired during the U.S. Settlement Class Period through the exercise of an option on Tahoe common stock<sup>4</sup> shall be computed as provided for other purchases of Tahoe common stock in the U.S. Plan of Allocation.

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

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<sup>4</sup> Including (1) purchases of Tahoe common stock as the result of the exercise of a call option, and (2) purchases of Tahoe common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

U.S. Settlement Class Members who do not submit an acceptable U.S. Proof of Claim and Release Form (“U.S. Proof of Claim”) will not share in the Settlement proceeds. The Settlement and the U.S. Final Order and Judgment dismissing this Action with prejudice will nevertheless bind U.S. Settlement Class Members who do not submit a request for exclusion and/or submit an acceptable U.S. Proof of Claim.

Please contact the U.S. Claims Administrator or U.S. Plaintiff’s Counsel if you disagree with any determinations made by the U.S. Claims Administrator regarding your U.S. Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all U.S. Settlement Class Members and the claims-administration process, to decide the issue by submitting a written request.

Defendants, their respective counsel, and all other Released Parties will have no responsibility or liability whatsoever for the processing of U.S. Proof of Claim forms, the investment of the U.S. Settlement Fund, the distribution of the U.S. Net Settlement Fund, the U.S. Plan of Allocation, or the payment of any claim. U.S. Plaintiff and U.S. Plaintiff’s Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

Distributions will be made to Authorized U.S. Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the U.S. Net Settlement Fund by reason of uncashed distribution checks or otherwise, then, after the U.S. Claims Administrator has made reasonable and diligent efforts to have U.S. Settlement Class Members who are entitled to participate in the distribution of the U.S. Net Settlement Fund cash their distributions, any balance remaining in the U.S. Net Settlement Fund after at least six (6) months after the initial distribution of such funds will be used in the following fashion: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of U.S. Plaintiff’s Counsel or the U.S. Claims Administrator as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the U.S. Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the U.S. Net Settlement Fund is *de minimis* and such remaining balance will then be distributed to a non-sectarian, not-for-profit organization identified by U.S. Plaintiff’s Counsel.

If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice of rejection, or a lesser period of time if the claim was untimely, serve upon the respective U.S. Claims Administrator a notice and statement of reasons indicating the claimant’s grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, U.S. Plaintiff’s Counsel shall thereafter present the request for review to the Court.

## **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased Tahoe common stock in the United States or on the NYSE at artificially inflated prices between April 3, 2013 and August 24, 2017 for the beneficial interest of a person or organization other than yourself, the Court has directed that WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE AND CLAIM FORM, YOU MUST EITHER: (a) request from the U.S. Claims Administrator sufficient copies of the U.S. Notice and U.S. Claim Form to forward to all such beneficial owners and WITHIN TEN (10) CALENDAR DAYS after receipt thereof forward them to all such beneficial owners; or (b) WITHIN TEN (10) CALENDAR DAYS of receipt of the U.S. Notice and U.S. Claim Form, provide a list of the names, addresses, and email addresses (to the extent known) to the U.S. Claims Administrator. You are entitled to reimbursement from the U.S. Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the U.S. Claims Administrator:

Tahoe Resources United States Securities Litigation  
Epiq Systems, Inc.  
P.O. Box 5866  
Portland, OR 97228-5866  
Telephone: 1-855-903-0315  
Email: [info@USTahoeSettlement.com](mailto:info@USTahoeSettlement.com)

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

# **EXHIBIT 2**



**Proof of Claim Form For United States Settlement Class Only**

*Tahoe Resources United States Securities Litigation*  
Epiq Systems, Inc.  
PO Box 5866  
Portland, OR 97228-5866  
Telephone: 1-855-903-0315  
Email: [info@USTahoeSettlement.com](mailto:info@USTahoeSettlement.com)

**U.S. PROOF OF CLAIM AND RELEASE FORM**

**This U.S. Proof of Claim and Release form (“U.S. Claim Form”) applies to Persons who purchased or otherwise acquired Tahoe’s common stock in the United States or on the NYSE under the ticker symbol TAHO between April 3, 2013 and August 24, 2017, inclusive, and who suffered damages thereby.<sup>1</sup>**

**If you purchased or otherwise acquired Tahoe’s common stock on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system under the ticker symbol THO between May 24, 2017 and July 5, 2017, you may be eligible to participate in a separate settlement being administered through the Ontario Superior Court of Justice. Please visit [www.TahoeCanadianSettlement.ca](http://www.TahoeCanadianSettlement.ca) for more information regarding that separate settlement proceeding or to file a claim in that proceeding.**

**I. GENERAL INSTRUCTIONS**

1. To recover as a Member of the U.S. Settlement Class based on your claims in the action entitled *In re Tahoe Resources, Inc. Securities Litigation*, No. 2:17-cv-01868-RFB-NJK (D. Nev.) (the “U.S. Action”), you must complete and, on pages 10-11 hereof, sign this U.S. Claim Form. If you fail to submit a timely and properly addressed (as set forth in paragraph 2 below) U.S. Claim Form along with the requested supporting documentation, your claims may be rejected and you may not receive any recovery from the U.S. Settlement Fund created in connection with the proposed Settlement of the U.S. Action.

2. Submission of this U.S. Claim Form, however, does not assure that you will share in proceeds of the Settlement of the U.S. Action.

3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED U.S. CLAIM FORM AND THE SUPPORTING DOCUMENTS REQUESTED HEREIN (OR SUBMIT THEM VIA EMAIL TO [INFO@USTAHOESETTLEMENT.COM](mailto:INFO@USTAHOESETTLEMENT.COM)), SUCH THAT YOUR CLAIM IS**

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<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation of Settlement dated April 28, 2023 (the “Stipulation”). The Stipulation also resolved separate claims brought in the Ontario Superior Court of Justice (“Canadian Action”) in the case entitled *Dyck v. Tahoe Resources, Inc. et al.*, Court File No. CV-18-00606411-00CP. This Notice does not apply to the settlement procedures in the Canadian Action. See [www.TahoeCanadianSettlement.ca](http://www.TahoeCanadianSettlement.ca) for information regarding the settlement procedures in the Canadian Action.

## **Proof of Claim Form For United States Settlement Class Only**

POSTMARKED (OR SUBMITTED IF SENT VIA EMAIL OR FAX) NO LATER THAN [90 CALENDAR DAYS FROM NOTICE DATE] TO THE CLAIMS ADMINISTRATOR, AT THE FOLLOWING ADDRESS:

Tahoe Resources United States Securities Litigation  
P.O. Box 5866  
Portland, OR 97228-5866  
Telephone: 1-855-903-0315  
Email: info@USTahoeSettlement.com

If you are NOT a member of the U.S. Settlement Class (as defined in the U.S. Notice), DO NOT submit a U.S. Proof of Claim form. Also, NOTE THAT CLAIMS CALCULATING TO AN AWARD AMOUNT OF LESS THAN \$10.00 WILL NOT BE PAID.

4. If you are a member of the U.S. Settlement Class and you did not timely request exclusion from the U.S. Settlement Class, you will be bound by the terms of any judgment entered in the U.S. Action, including the releases provided herein, WHETHER OR NOT YOU SUBMIT A U.S. CLAIM FORM.
5. Please note: Only purchases or acquisitions of Tahoe common stock in the United States or on the NYSE under the ticker symbol TAHO between April 3, 2013 and August 24, 2017 are eligible to participate in this Settlement under the proposed Plan of Allocation set forth in the Notice. However, **in order for the Claims Administrator to be able to balance your claim, ALL purchase and sale information of Tahoe common stock between April 3, 2013 and November 22, 2017, whether or not in the United States, under ticker symbol TAHO or THO, must be provided.**

## **II. CLAIMANT IDENTIFICATION**

You are a U.S. Settlement Class Member if you purchased or otherwise acquired Tahoe's common stock in the United States or on the NYSE under the ticker symbol TAHO between April 3, 2013 and August 24, 2017, inclusive, and who suffered damages thereby. Excluded from the U.S. Settlement Class are Tahoe, its officers and directors, employees, affiliates, legal representatives, heirs, predecessors, successors, and assigns, and any entity in which Tahoe has a controlling interest or of which Tahoe is a parent or subsidiary. Also excluded from the U.S. Settlement Class will be any Person who or which timely and validly seeks exclusion from the U.S. Settlement Class.

If you purchased or otherwise acquired Tahoe common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser, and the third party is the record purchaser.

## **Proof of Claim Form For United States Settlement Class Only**

Use Part I of this form entitled “Claimant Information” to identify yourself and each owner of record (“nominee”) if different from the beneficial owner of the Tahoe common stock that form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE TAHOE COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

All joint purchasers or acquirers must sign this U.S. Claim Form. Executors, administrators, guardians, conservators, and trustees must complete and sign this U.S. Claim Form on behalf of persons represented by them and their authority must accompany this claim *and* their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a member of the U.S. Settlement Class (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that member of the Settlement Class. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

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

### **III. CLAIM FORM**

Use Part II of this form entitled “Schedule of Transactions in Tahoe Common Stock,” to supply all required details of your transaction(s) in Tahoe. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all the requested information with respect to (1) all of your purchases and acquisitions of Tahoe common stock that took place between April 3, 2013 and November 22, 2017, inclusive; (2) the number of shares of common stock that you held at the opening of trading on April 3, 2013; and (3) the number of shares of common stock that you held at the close of trading on November 22, 2017. Failure to report all such transactions may result in the rejection of your claim.

List each transaction separately and in chronological order, by trade date, beginning with





**Proof of Claim Form For United States Settlement Class Only**

**PART II. SCHEDULE OF TRANSACTIONS IN TAHOE COMMON STOCK**

**Beginning Holdings:**

- A. State the total number of shares of Tahoe common stock owned at the opening of trading on April 3, 2013, long or short (must be documented).

---

**Purchases:**

- B. Separately list each and every share you purchased or acquired of Tahoe common stock during the period from **April 3, 2013 to November 22, 2017, inclusive**, and provide the following information (*must be documented*):<sup>2</sup>

**PLEASE NOTE: WHILE ONLY SHARES PURCHASED IN THE U.S. ARE ELIGIBLE IN THIS MATTER, PURCHASES AND SALES MADE OUTSIDE THE U.S. MUST BE LISTED FOR BALANCING PURPOSES. PRICE INFORMATION FOR INTERNATIONAL TRANSACTIONS IS NOT REQUIRED.**

Trade Date (List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share in U.S. Dollars	Total Cost in U.S. Dollars (Excluding Commissions, Taxes, and Fees)	If purchased on a Canadian exchange or elsewhere outside U.S., check here

**Sales:**

- C. Separately list each and every sale of each share of Tahoe common stock during the period between April 3, 2013 and November 22, 2017, inclusive, and provide the following information (*must be documented*):

Trade Date			Total Cost in U.S. Dollars

<sup>2</sup> **Please note:** Information requested with respect to your purchase or acquisition of Tahoe common stock from August 25, 2017 through and including November 22, 2017 is needed in order to calculate your claim; purchases during this period, however, are not eligible under the settlement.

**Proof of Claim Form For United States Settlement Class Only**

(List Chronologically) (Month/Day/Year)	Number of Shares Purchased	Price per Share in U.S. Dollars	(Excluding Commissions, Taxes, and Fees)

**Ending Holdings:**

D. State the total number of shares of Tahoe common stock owned at the close of trading on November 22, 2017, long or short (*must be documented*).

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**If additional space is needed, attach separate, numbered sheets, giving all required information, substantially in the same format, and print your name and Social Security or Taxpayer Identification Number at the top of each sheet. NOTE THAT CLAIMS CALCULATING TO AN AWARD AMOUNT LESS THAN \$10.00 WILL NOT BE PAID.**

**YOU MUST READ THE RELEASE AND SIGN BELOW. FAILURE TO SIGN MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**PART III. SUBSTITUTE FORM W-9**

Request for Taxpayer Identification Number:

Enter taxpayer identification number below for the Beneficial Owner(s). For most individuals, this is your Social Security Number. The Internal Revenue Service (“I.R.S.”) requires such taxpayer identification number. If you fail to provide this information, your claim may be rejected.

The Last Four Digits of Your Social Security Number (for individuals)	<b>or</b>	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

## **Proof of Claim Form For United States Settlement Class Only**

### **PART IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this U.S. Claim Form under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the U.S. Court, with respect to my (our) claim as a U.S. Settlement Class Member and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the U.S. Action. I (We) agree to furnish additional information to the U.S. Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions, or sales of Tahoe common stock during the relevant period and know of no other person having done so on my (our behalf).

### **PART V. RELEASES**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released U.S. Claims each and all of the Released Parties as provided in the Stipulation of Settlement.

2. “Released U.S. Claims” means any and all pending claims arising from the same operative facts as the U.S. Action, and any and all causes of action of every nature and description, including both known claims and Unknown Claims (defined below), contingent or absolute, mature or not mature, liquidated or not liquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, provincial, common or foreign law, that U.S. Plaintiff or any other member of the U.S. Settlement Class: (i) asserted in the U.S. Action; or (ii) could have asserted in the U.S. Action or any forum, domestic or foreign, that arise out of, are based upon, or relate to, directly or indirectly, in whole or in part, to: (a) the allegations, transactions, facts, events, matters or occurrences, representations or omissions involved, set forth, alleged or referred to in the U.S. Action; and (b) the purchase or sale or other acquisition or disposition, or holding of Tahoe common stock in the United States or on the NYSE, during the class period in the U.S. Action.

3. “Released Defendant Parties” means Defendants, Defendants’ Counsel, and each of their respective past or present direct or indirect subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants.

4. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, that Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the



## **Proof of Claim Form For United States Settlement Class Only**

enforcement of the Settlement or any claims against any Person who submits a request for exclusion that is accepted by the Court.

5. “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

6. “Released Plaintiff Parties” means each and every member of the Settlement Classes, the U.S. Plaintiff, the Canadian Plaintiff, U.S. Plaintiff’s Counsel, Canadian Plaintiff’s Counsel and each of their respective past or present trustees, officers, directors, partners, employees, affiliates, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, representatives, and heirs of any Released Plaintiff Parties who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their immediate family members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Classes.

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

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

Plaintiffs, other members of the Settlement Classes, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Canadian Claims, the Released U.S. Claims and the Released Defendants’ Claims, but Plaintiffs and Defendants shall expressly, fully, finally, and forever settle and release, and each member of the Settlement

**Proof of Claim Form For United States Settlement Class Only**

Classes shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgments or an Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Canadian Claims, Released U.S. Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Plaintiffs and Defendants acknowledge, and other members of the Settlement Classes by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Canadian Claims, Released U.S. Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

8. These releases shall be of no force or effect unless and until the U.S. Court approves the Stipulation and the settlement becomes effective on the Effective Date.

9. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or matter released pursuant to this release or any other part or portion thereof.

10. I (We) hereby warrant and represent that I (we) have included all the information requested (including supporting documentation) about all of my (our) purchases and sales of Tahoe common stock between April 3, 2013 and November 22, 2017, inclusive, and the number of shares of Tahoe common stock held by me (us) at the beginning of trading on April 3, 2013 and the close of trading on November 22, 2017. I (we) agree to furnish additional information to the U.S. Claims Administrator to support this claim if requested to do so.

11. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406 (a)(1)(c) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding, or (b) I (we) have not been notified by the I.R.S. that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the I.R.S. has notified me (us) that I am (we are) no longer subject to backup withholding.

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

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT ALL OF THE INFORMATION I (WE) PROVIDED ON THIS CLAIM FORM IS TRUE, CORRECT AND COMPLETE.

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

\_\_\_\_\_  
(Signature)



**Proof of Claim Form For United States Settlement Class Only**

**REMINDER CHECKLIST**

- Please be sure to sign this U.S. Claim Form on page 6. If this U.S. Claim Form is submitted on behalf of joint claimants, then both claimants must sign.
- Please remember to attach supporting documents. Do NOT send originals of stock certificates. Keep copies of everything you submit.
- Do NOT use highlighter on the U.S. Claim Form or any supporting documents.
- If you move after submitting this U.S. Claim Form, please notify the U.S. Claims Administrator of the change in your address.

# **EXHIBIT 3**

Martin A. Muckleroy  
State Bar #9634  
**MUCKLERoy LUNT, LLC**  
6077 S. Fort Apache Rd., Ste 140  
Las Vegas, NV 89148  
Telephone: 702-907-0097  
Facsimile: 702-938-4065  
Email: martin@muckleroylunt.com

James M. Wilson (*pro hac vice*)  
Email: jwilson@faruqilaw.com  
Robert Killorin (*pro hac vice*)  
Email: rkillorin@faruqilaw.com  
Megan M. Remmel (*pro hac vice*)  
Email: mremmel@faruqilaw.com  
**FARUQI & FARUQI, LLP**  
685 Third Avenue, 26th Floor  
New York, NY 10017  
Telephone: 212-983-9330  
Facsimile: 212-983-9331

*Attorneys for Lead Plaintiff*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

In re TAHOE RESOURCES, INC. SECURITIES  
LITIGATION

Case No. 2:17-cv-01868-RFB-NJK

**SUMMARY NOTICE OF PENDENCY  
AND PROPOSED SETTLEMENT OF  
CLASS ACTION LAWSUIT PENDING  
IN UNITED STATES DISTRICT  
COURT FOR THE DISTRICT OF  
NEVADA**

This Document Relates to: All Actions

**To: All Persons who purchased or otherwise acquired Tahoe Resources Inc.'s ("Tahoe") common stock in the United States or on the NYSE under the ticker symbol TAHO between April 3, 2013 and August 24, 2017, inclusive, and who suffered damages thereby ("U.S. Settlement Class").**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Nevada, that Tiffany Huynh, as executor for the estate of Kevin Nguyen, Lead Plaintiff in the U.S. Action ("U.S. Plaintiff"), on behalf of herself and all members of the U.S. Settlement Class and Defendants Tahoe, Ronald W. Clayton, Edie Hofmeister, C. Kevin McArthur, and Mark T. Sadler ("Defendants"), have reached a proposed settlement of the claims in the U.S. Action in the amount of \$19,500,000.00 (the "U.S. Settlement").

A hearing will be held before the Honorable Richard F. Boulware, on \_\_\_\_\_, 2023, at \_\_\_\_\_ in Courtroom \_\_\_ of the United States District Court for the District of Nevada, at the Lloyd D. George Court House, 333 Las Vegas Blvd. South, Las Vegas, NV 89101 (the "U.S. Settlement Hearing") to, among other things, determine whether the U.S. Court should: (i) approve the proposed U.S. Settlement as fair, reasonable, and adequate; (ii) dismiss the U.S. Action with prejudice as provided in the Stipulation and Agreement of Settlement, dated \_\_\_\_\_, 2023; (iii) approve the proposed U.S. Plan of Allocation for distribution of the settlement funds available for distribution to U.S. Settlement Class Members (the "U.S. Net Settlement Fund"); and (iv) approve U.S. Plaintiff's Counsel's Fee and Expense Application. The U.S. Court may change the date of the U.S. Settlement Hearing, or hold it telephonically, without providing another notice. You do NOT need to attend the U.S. Settlement Hearing to receive a distribution from the U.S. Net Settlement Fund.

**IF YOU ARE A MEMBER OF THE U.S. SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU MAY BE**

**ENTITLED TO A MONETARY PAYMENT.** If you have not yet received a full U.S. Notice and U.S. Claim Form, you may obtain copies of these documents by visiting the website of the U.S. Claims Administrator, [www.USTahoeSettlement.com](http://www.USTahoeSettlement.com), or by contacting the U.S. Claims Administrator at:

Tahoe Resources United States Securities Litigation  
Epiq Systems, Inc.  
P.O. Box 5866  
Portland, OR 97228-5866  
Telephone: 1-855-903-0315  
Email: [info@USTahoeSettlement.com](mailto:info@USTahoeSettlement.com)

Inquiries, other than requests for the U.S. Notice/U.S. Claim Form or for information about the status of a claim, may also be made to U.S. Plaintiff's Counsel:

James M. Wilson, Jr.  
**FARUQI & FARUQI, LLP**  
685 Third Avenue, 26th Floor  
New York, NY 10017  
Telephone: 212-983-9330  
Facsimile: 212-983-9331  
Email: [jwilson@faruqilaw.com](mailto:jwilson@faruqilaw.com)

If you purchased or otherwise acquired Tahoe's common stock on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system under the ticker symbol THO between May 24, 2017 and July 5, 2017, then there is a separate settlement being administered through the Ontario Superior Court of Justice and you should visit [www.TahoeCanadianSettlement.ca](http://www.TahoeCanadianSettlement.ca) for more information regarding that separate settlement proceeding.

If you are a U.S. Settlement Class Member, to be eligible to share in the distribution of the U.S. Net Settlement Fund, you must submit a U.S. Claim Form ***postmarked or submitted electronically no later than \_\_\_\_\_, 2023.*** If you are a U.S. Settlement Class Member and do not timely submit a valid U.S. Claim Form, you will not be eligible to share in the distribution of the U.S. Net Settlement Fund, but you will nevertheless be bound by all judgments or orders



entered by the U.S. Court relating to the Settlement, whether favorable or unfavorable.

If you are a U.S. Settlement Class Member and wish to exclude yourself from the U.S. Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the U.S. Notice such that it is *received no later than* \_\_\_\_\_, 2023. If you properly exclude yourself from the U.S. Settlement Class, you will not be bound by any judgments or orders entered by the U.S. Court relating to the Settlement, whether favorable or unfavorable, and you will not be eligible to share in the distribution of the U.S. Net Settlement Fund.

Any objections to the proposed Settlement, U.S. Plaintiff's Counsel's Fee and Expense Application, and/or the proposed U.S. Plan of Allocation must be filed with the U.S. Court, either by mail or in person, and be mailed to counsel for the U.S. parties in accordance with the instructions in the U.S. Notice, such that they are *received no later than* \_\_\_\_\_, 2023.

**PLEASE DO NOT CONTACT THE U.S. COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.**

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

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

# **EXHIBIT B**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_\_  
 )  
JUSTICE BENJAMIN T. GLUSTEIN ) DAY OF \_\_\_\_\_, 2023  
 )

B E T W E E N :

ABRAM B. DYCK

Plaintiff

- and -

0799714 B.C. LTD. and RONALD WAYNE CLAYTON

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made by the Canadian Plaintiff for an order, *inter alia*, fixing the date of the Canadian Settlement Hearing, appointing the Canadian Claims Administrator, approving the form, content and method of dissemination of the Canadian First Notice, approving the Canadian Claim Form, approving the Canadian Plan of Allocation for purposes of the Supplemental Agreement, prescribing an opt out procedure and an objection procedure, was heard at the courthouse located at 330 University Avenue, Toronto, Ontario or virtually on June 13, 2023;

**ON READING** the materials filed by the Canadian Plaintiff and on hearing the submissions of Canadian Plaintiff’s Counsel and Defendants’ Counsel;

**AND ON BEING ADVISED** that the Defendants do not oppose this Order and that Epiq Class Action Services Canada Inc. consents to being appointed as Canadian Claims Administrator:

1. **THIS COURT ORDERS** that except to the extent they are modified by this Order, the definitions set out in the Joint Stipulation and Agreement of Global Settlement of Two Related Securities Class Actions Pending in Different Jurisdictions dated \*\*\*, 2023 (“**Settlement Agreement**”) attached hereto as **Exhibit “1”** apply to and are incorporated into this Order.
2. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
3. **THIS COURT ORDERS** that if the Settlement Agreement is not approved, is terminated in accordance with its terms, or otherwise fails to take effect for any reason, the orders herein shall be null and void and of no force or effect.
4. **THIS COURT ORDERS** that the Canadian Plaintiff’s motion for orders, among others:
  - (a) approving the Settlement Agreement;
  - (b) approving the Canadian Plan of Allocation for distribution of the Canadian Net Settlement Fund;
  - (c) approving the form, content and method of dissemination of the Canadian Second Notice;
  - (d) approving the fees and disbursements of Canadian Plaintiff’s Counsel;
  - (e) approving the payment of an honorarium to the Canadian Plaintiff; and
  - (f) approving an interim Canadian Funding Commission for the Canadian Funder,

will be heard on September 26, 2023, beginning at 10:00am at the courthouse located at 330 University Avenue, Toronto, Ontario or virtually.

5. **THIS COURT ORDERS** that the class definition set out in paragraph 6 of the Certification Order dated August 26, 2021 is amended, for settlement purposes, to the following (“**Canadian Settlement Class**” or “**Canadian Settlement Class Member**”):

All persons and entities, wherever they may reside or be domiciled, who acquired Tahoe securities during the Class Period, on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States, other than the Excluded Persons. Stocks with the ticker symbol “THO” will be presumed to meet this definition.

“Class Period” means the period from and including May 24, 2017 to and including July 5, 2017.

“Excluded Persons” means the Defendants, and Tahoe’s and Pan American Silver’s past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any member of Clayton’s family; and any Person who or which timely and validly seeks exclusion from the Canadian Settlement Class in accordance with this Order.

6. **THIS COURT ORDERS** that the Plan of Notice, substantially in the form attached hereto as **Exhibit “2”**, is approved for the purpose of the publication and dissemination of the Canadian First Notice.

7. **THIS COURT ORDERS** that the form and content of the short-form, long-form, and internet banner versions of the Canadian First Notice, substantially in the form attached hereto as **Exhibits “3”, “4” and “5”**, respectively, are approved.

8. **THIS COURT ORDERS** that Epiq Class Action Services Canada Inc. (“**Epiq Canada**”) is appointed as the Canadian Claims Administrator.

9. **THIS COURT ORDERS** that the form and content of the Canadian Claim Form, substantially in the form attached hereto as **Exhibit “6”**, is approved.

10. **THIS COURT ORDERS** that to be entitled to participate in a distribution from the Canadian Net Settlement Fund, a Canadian Settlement Class Member must:

(a) submit a properly completed Canadian Claim Form to the Canadian Claims Administrator, using the online claim portal established by the Canadian Claims Administrator or by submitting a paper Canadian Claim Form by mail or courier to the Canadian Claims Administrator, postmarked or received by the Canadian Claims Administrator on or before 11:59pm Toronto (Eastern) time on the date that is one hundred and eighty (180) calendar days after the date on which any part of Part 1 of the Canadian Plan of Notice is first completed (“**Claims Bar Deadline**”);

(b) submit, together with the Canadian Claim Form, any supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Canadian Claims Administrator; and

(c) otherwise comply with the instructions set out in the Canadian Claim Form.

11. **THIS COURT ORDERS** that Epiq Canada may share information and data collected, from persons submitting a Canadian Claim Form to Epiq Canada with Epiq Class Action & Claims Solutions, Inc. (“**Epiq US**”) to facilitate the fair and efficient administration of the Settlement Agreement. Epiq Canada may receive information and data collected by Epiq US from persons submitting a U.S. Claim Form to Epiq US to facilitate the fair and efficient administration of the Settlement Agreement. Epiq Canada shall not share information and data with Epiq US unless and until it is satisfied that Epiq US has in place reasonable measures to protect the privacy of the information and data shared with it.

12. **THIS COURT ORDERS** that the form and content of the written opt out election (“**Opt Out Election**”), substantially in the form attached hereto as **Exhibit “7”**, is approved.

13. **THIS COURT ORDERS** that any Canadian Class Member who wishes to validly exclude themselves from the Canadian Action must do so by submitting to the Canadian Claims Administrator by email, mail or courier a completed and signed Opt Out Election to be received or postmarked on or before 11:59pm Toronto (Eastern) time on the date that is 21 calendar days prior to the Canadian Settlement Hearing (“**Opt Out Deadline**”).

14. **THIS COURT ORDERS** that the Canadian Claims Administrator shall promptly, and in no event later than three business days after receiving a request for exclusion or 15 calendar days prior to the Canadian Settlement Hearing, whichever is earlier, notify Canadian Plaintiff’s Counsel and Defendants’ Counsel of the request for exclusion.

15. **THIS COURT ORDERS** that any person who would otherwise be a Canadian Settlement Class Member who validly excludes him, her or itself from the Canadian Action, in accordance with paragraph 13 of this Order, is not bound by the Settlement Agreement and shall no longer participate or have the opportunity in the future to participate in the Canadian Action and the Settlement Agreement.

16. **THIS COURT ORDERS** that any person who is a member of the Canadian Settlement Class and who does not validly exclude him, her or itself from the Canadian Action, in accordance with paragraph 13 of this Order, will be bound by the Settlement Agreement, including the releases contained therein, if and when it becomes effective, and may not exclude him, her or itself from the Canadian Action in the future, whether or not a claim to participate in the distribution of the Settlement Amount is submitted by that person.

17. **THIS COURT ORDERS** that the Canadian Plan of Allocation, substantially in the form attached hereto as **Exhibit “8”**, is approved solely for the purpose of valuing, for the purposes of the Supplemental Agreement, the claims of any person who would otherwise be a Canadian Settlement Class Member who validly excludes him, her or itself from the Canadian Action in accordance with paragraph 13 of this Order.

18. **THIS COURT ORDERS** that the value of the claims of a person who validly excludes him, her or itself from the Canadian Action in accordance with paragraph 13 of this Order for purposes of the Supplemental Agreement shall have their Recognized Loss calculated in accordance with the Canadian Plan of Allocation.

19. **THIS COURT ORDERS** that any Canadian Settlement Class Member who wishes to file with the Canadian Court an objection to or comments on the Settlement Agreement, the Canadian Plan of Allocation or the request for approval of fees and disbursements of Canadian Plaintiff’s Counsel shall deliver a written submission to Canadian Plaintiff’s Counsel, by mail, courier or email as indicated in the Canadian First Notice, to be received or postmarked on or before 11:59pm Toronto (Eastern) time on the date that is 21 calendar days prior to the Canadian Settlement Hearing.

---

The Honourable Justice Benjamin T. Glustein



**EXHIBIT "1"**  
**SETTLEMENT AGREEMENT**

**EXHIBIT “2”**  
**CANADIAN PLAN OF NOTICE**

## PLAN OF NOTICE

Unless otherwise modified herein, the definitions set out in the Joint Stipulation and Agreement of Global Settlement of Two Related Securities Class Actions Pending in Different Jurisdictions dated \*\*\*, 2023 and the Canadian First Order apply.

***Part 1: Canadian First Notice will be disseminated by Canadian Plaintiff's Counsel and the Canadian Claims Administrator as follows:***

1. Long-form notice:
  - a. posted on the *Registre des actions collectives*;
  - b. posted, in English and French, by Canadian Plaintiff's Counsel on <https://www.siskinds.com/class-action/tahoe/> and by the Canadian Claims Administrator on its webpage dedicated to the Canadian Action; and
  - c. provided by Canadian Plaintiff's Counsel to any potential Canadian Settlement Class Member who has contacted Canadian Plaintiff's Counsel for the purposes of receiving notice of developments in the Canadian Action (by email or mail as the case may be);
2. Short-form notice:
  - a. disseminated as a news release across Canada NewsWire (in English and French);
  - b. sent to Institutional Shareholder Services Inc. (ISS);
  - c. published once in the business/legal section of *The Globe and Mail*, in English (1/8 page);
  - d. published once in the legal section of *La Presse*, in French (1/4 page);
  - e. published once in the business section of *Investor's Business Daily*, in English (1/8 page); and
  - f. sent, in English and in French, by the Canadian Claims Administrator to the brokerage firms in its proprietary databases asking them to email or mail the short-form notice to the attention of their clients who may be Canadian Settlement Class Members or asking for the contact information of the brokerage firm's clients who may be Canadian Settlement Class Members so that the Canadian Claims Administrator can send them the short-form notice directly; and

3. Internet banner:
  - a. published as a Google banner ad for approximately 500,000 impressions/views across Canada to an investor focused audience, in English and French, over 30 days.

***Part 2: Canadian Second Notice will be disseminated by Canadian Plaintiff's Counsel and the Canadian Claims Administrator as follows:***

1. Long-form notice:
  - a. posted on the *Registre des actions collectives*;
  - b. posted, in English and French, by Canadian Plaintiff's Counsel on <https://www.siskinds.com/class-action/tahoe/> and by the Canadian Claims Administrator on its webpage dedicated to the Canadian Action; and
  - c. provided by Class Plaintiff's Counsel to any potential Canadian Settlement Class Member who has contacted Canadian Plaintiff's Counsel for the purposes of receiving notice of developments in the Canadian Action (by email or mail as the case may be);
2. Short-form notice:
  - a. disseminated as a news release across Canada NewsWire (in English and French); and
  - b. sent to Institutional Shareholder Services Inc. (ISS).

**EXHIBIT “3”**

**CANADIAN FIRST NOTICE (SHORT-FORM)**

*DRAFT TEXT (subject to design)*

<p><b>NOTICE OF SETTLEMENT</b></p>
<p><b>DID YOU ACQUIRE SHARES OF TAHOE RESOURCES INC.</b></p> <p><b>BETWEEN MAY 24, 2017 AND JULY 5, 2017 ON A CANADIAN STOCK EXCHANGE OR TRADING PLATFORM, OR ANY EXCHANGE OR TRADING PLATFORM OUTSIDE CANADA AND THE UNITED STATES?</b></p>
<p>A class action settlement has been reached for US\$13.5 million to resolve all claims asserted on behalf of persons who acquired Tahoe shares between May 24, 2017 and July 5, 2017 on any Canadian exchange (including the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States (“Canadian Class”). You are presumed to be a Canadian Class Member if you purchased Tahoe shares during this period and your trading records have the ticker symbol “THO” for those purchases.</p> <p>The settlement is subject to approval by the Ontario Superior Court of Justice. A settlement approval hearing has been set for [DATE]. At that same hearing, the Court will also consider a motion to approve Class Counsel’s fees, which will not exceed 28% of the recovery plus reimbursement for expenses incurred in the litigation.</p> <p>To be eligible for compensation from the settlement, Canadian Class Members must submit a Claim Form to the Canadian Claims Administrator at [administrator’s webpage] by [DATE]. If you <u>do not</u> wish to be bound by the settlement or receive any benefits from it, you must opt out by [DATE]. If you wish to object to the settlement, you must do so by [DATE].</p> <p>A separate settlement for US\$19.5 million has been reached on behalf of persons who purchased or otherwise acquired Tahoe’s common stock in the United States or on the NYSE between April 3, 2013 and August 24, 2017, inclusive (“U.S. Class”). You are presumed to be a U.S. Class Member if you purchased Tahoe common stock during this period and your trading records have the ticker symbol “TAHO” for those purchases. The U.S. settlement is being administered separately. If you are a U.S. Class Member, visit [INSERT] for more information about that settlement.</p>
<p>For important information regarding the class action, to determine if you are a member of the Canadian Class, to learn how to make a claim for compensation, opt out and object, and to understand your legal rights:</p> <ul style="list-style-type: none"> <li>• View the long-form notice at [insert hyperlink]</li> <li>• Call toll-free *** (North America)</li> <li>• Call *** (Outside North America)</li> </ul>

***The publication of this notice was authorized by  
the Superior Court of Justice of the Province of Ontario***

**EXHIBIT “4”**  
**CANADIAN FIRST NOTICE (LONG-FORM)**



**TAHOE RESOURCES INC.  
CANADIAN SECURITIES CLASS ACTION**

**NOTICE OF CERTIFICATION AND SETTLEMENT APPROVAL HEARING**

**Read this notice carefully as it may affect your legal rights**

THIS NOTICE IS TO:

All persons and entities, wherever they may reside or be domiciled, who acquired securities of Tahoe Resources Inc. ("Tahoe") during the period from and including May 24, 2017 to and including July 5, 2017 ("Class Period") on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States, other than certain "Excluded Persons" defined below ("Canadian Class" and "Canadian Class Members").

You are presumed to be a Canadian Class Member if you purchased Tahoe shares during this period and your trading records have the ticker symbol "THO" for those purchases.

A settlement ("Canadian Settlement") has been reached in the securities class action in the Ontario Superior Court of Justice against Tahoe and its former CEO ("Canadian Action"). This notice contains important details about the Canadian Settlement, how to submit a claim for compensation from the Canadian Settlement, and how to opt out of the Canadian Action.

**IMPORTANT DEADLINES**

**Claims Bar Deadline** (to file a claim for compensation): **[DATE]**

**Opt Out Deadline** (to exclude yourself from the Canadian Action and the Canadian Settlement): **[DATE]**

**Objection Deadline** (to object to the Canadian Settlement, Canadian Plaintiff's Counsel's fee request or the Canadian Plan of Allocation): **[DATE]**

**IMPORTANT NOTE ABOUT THE SEPARATE U.S. SETTLEMENT**

A separate settlement ("U.S. Settlement") has been reached concurrently in the securities class action in the United States District Court, District of Nevada ("U.S. Action") on behalf of persons who purchased or otherwise acquired Tahoe's common stock in the United States or on the New York Stock Exchange between April 3, 2013 and August 24, 2017, inclusive ("U.S. Class" and "U.S. Class Members"). You are presumed to be a U.S. Class Member if you purchased Tahoe common stock during this period and your trading records have the ticker symbol "TAHO" for those purchases.

If you qualify as both a U.S. Class Member and a Canadian Class Member, you must submit a claim for compensation from the settlement of the Canadian Action in respect of all purchases or acquisitions that qualify you as a Canadian Class Member, and you must separately submit a claim for compensation from the settlement of the U.S. Action in respect of all purchases or acquisitions that qualify you as a U.S. Class Member. You will only receive compensation from the settlement fund for the Canadian Settlement in respect of purchases or acquisitions that qualify you as a Canadian Class Member. Likewise, you will only receive compensation from the settlement fund for the U.S. Settlement in respect of purchases or acquisitions that qualify you as a U.S. Class Member.

U.S. Class Members should go to \*\*\* for important details on the U.S. Settlement, including how to submit a claim for compensation from the U.S. Settlement.

**THE NATURE OF THE CLAIMS ASSERTED**

The Canadian Action arises out of litigation that was brought before the Guatemalan courts in May 2017 by CALAS, a Guatemalan non-profit organization, concerning Tahoe's Escobal mining project in Guatemala. The Canadian Action asserts that a press release issued by Tahoe on May 24, 2017 did not provide adequate disclosure about the CALAS

litigation, including the risk of a suspension of the exploitation license for the Escobal mine arising from the CALAS litigation. On July 5, 2017, Tahoe disclosed that the Supreme Court of Guatemala had provisionally suspended Tahoe's exploitation license. It is alleged that, because of the misrepresentations, Canadian Class Members paid too much when they acquired Tahoe's securities during the Class Period and suffered damages after the alleged misrepresentations were publicly corrected on July 5, 2017.

On behalf of the Canadian Class, the Canadian Action asserts claims under Part XXIII.1 of Ontario's *Securities Act* and, if necessary, the equivalent provisions of the securities legislation of other provinces. Additionally, the Canadian Action advances claims in common law negligent misrepresentation.

### THE LEAVE AND CERTIFICATION ORDER

By Order dated August 26, 2021, the Ontario Superior Court of Justice ("Canadian Court") certified the Canadian Action as a class proceeding under the Ontario *Class Proceedings Act, 1992*. The Canadian Court appointed the plaintiff, Abram B. Dyck, as the representative plaintiff for the Canadian Class ("Canadian Plaintiff"). The Canadian Court also granted leave to proceed with statutory secondary market misrepresentation claims under Part XXIII.1 of the Ontario *Securities Act* and, if necessary, the equivalent provisions of the securities legislation of the other Canadian provinces and territories. Leave of the Canadian Court was a necessary precondition to the assertion of these claims.

By Order dated \*\*\*, 2023, the Canadian Class definition was amended to the following: all persons and entities, wherever they may reside or be domiciled, who acquired securities of Tahoe during the period from and including May 24, 2017 to and including July 5, 2017 on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States, other than certain "Excluded Persons".

The following "Excluded Persons" are excluded from the Canadian Class: Tahoe and Ronald W. Clayton (collectively, "Defendants"), and Tahoe's and Pan American Silver Corp.'s past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any member of Mr. Clayton's family.

Also excluded from the Canadian Class is any person who or which timely and validly opts out of the Canadian Action, as is described further below.

### THE SETTLEMENT

On \*\*\*, 2023, the Canadian Plaintiff, Defendants and the parties to the U.S. Action executed a Settlement Agreement ("Settlement Agreement"), which is subject to approval by the Canadian Court and U.S. Court. The Settlement Agreement provides for the payment of US\$13,500,000 ("Canadian Settlement Amount") in consideration of the full and final settlement of the claims of Canadian Class Members. All legal fees, the Funder's commission, taxes and administrative expenses will be paid out of the Canadian Settlement Amount.

**The Settlement Agreement provides that if approved by the Canadian Court and U.S. Court, the claims of Canadian Class Members (who do not opt out) asserted or that could have been asserted in the Canadian Action will be fully and finally released, and the Canadian Action will be dismissed.**

The Settlement Agreement is not an admission of liability, wrongdoing, or fault on the part of the Defendants, all of whom have denied, and continue to deny, the allegations against them.

Under the Settlement Agreement, Tahoe and the other defendants to the U.S. Action have also agreed to pay a separate settlement amount of US\$19,500,000 to resolve the claims of U.S. Class Members in the U.S. Action. The U.S. Settlement is being administered separately. U.S. Class Members are not entitled to make a claim for benefits from the Canadian Settlement in respect of purchases or acquisitions that qualify them as U.S. Class Members. U.S. Class Members should go to \*\*\* for important details on the U.S. Settlement, including how to submit a claim for compensation from the U.S. Settlement.

## SETTLEMENT APPROVAL HEARING

The Settlement Agreement is conditional on approval by the Canadian Court. The Settlement Agreement will be approved if the Canadian Court determines that it is fair and reasonable and in the best interests of the Canadian Class Members to approve it.

The Canadian Court will hear a motion for approval of the Canadian Settlement on \*\*\* at 330 University Avenue, Toronto, Ontario or virtually.

The Settlement Agreement is also conditional on approval by the U.S. Court overseeing the U.S. Action.

## CANADIAN CLAIMS ADMINISTRATOR

The Canadian Court has appointed Epiq Class Action Services Canada Inc. as the administrator of the Canadian Settlement ("Canadian Claims Administrator"). The Canadian Claims Administrator will, among other things: (i) receive and process claims for compensation from the Canadian Settlement; (ii) determine Canadian Class Members' eligibility for and entitlement to compensation pursuant to the Plan of Allocation; (iii) communicate with Canadian Class Members regarding claims for compensation; and (iv) manage and distribute the Canadian Settlement Amount in accordance with the Settlement Agreement and the orders of the Canadian Court.

The Administrator can be contacted at:

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## CLASS COUNSEL'S FEES AND OTHER EXPENSES

The Canadian Plaintiff and the Canadian Class are represented by Siskinds LLP ("Canadian Plaintiff's Counsel"). Canadian Plaintiff's Counsel are conducting the Canadian Action on a contingent fee basis. On \*\*\*, Canadian Plaintiff's Counsel will make a motion to the Canadian Court for approval of their fees, which will not exceed 28% of the recovery plus reimbursement for expenses incurred in the litigation in the maximum amount of \$\*\*\*.

A funding agreement between the Canadian Plaintiff and Claims Funding Australia Pty Ltd. as trustee for the Claims Funding Australia Discretionary Trust ("Canadian Funder") was previously approved by the Canadian Court on July 20, 2021. Amounts owing to the Canadian Funder will be deducted from the amounts to be distributed to the Canadian Class Members before the actual distribution.

On \*\*\*, Canadian Plaintiff's Counsel will also seek the Canadian Court's approval for the payment of an honorarium to the Canadian Plaintiff in the maximum amount of \$\*\*\*. Canadian Plaintiff's Counsel will be requesting that the honorarium be deducted directly from the Canadian Settlement Amount.

The fees of the Canadian Claims Administrator, together with any other costs relating to approval, notification, implementation and administration of the Canadian Settlement ("Administration Expenses"), will also be paid from the Canadian Settlement Amount.

## SUBMITTING A CLAIM FOR COMPENSATION FROM THE CANADIAN SETTLEMENT

Canadian Class Members will be eligible for compensation if they submit a completed Claim Form, including any supporting documentation, with the Canadian Claims Administrator, and their claim satisfies the criteria set out in the Canadian Plan of Allocation.

To be eligible for compensation, Canadian Class Members must submit their Claim Form **no later than** \*\*\* ("Claims Bar Deadline"). Only Canadian Class Members who have not opted out of the Canadian Action are permitted to recover from the Canadian Settlement.

The most efficient way to file a claim is to visit the Canadian Claims Administrator's website at \*\*\* and file an online claim. The website provides step by step instructions on how to file a claim. In order to verify claims, the Canadian Claims Administrator will require supporting documentation, including brokerage statements or confirmations evidencing the

claimed transactions. Accordingly, Canadian Class Members should visit the Canadian Claims Administrator's site as soon as possible so that they have time to obtain the required documentation prior to the Claims Bar Deadline.

While online claims are recommended and preferred, the Canadian Claims Administrator will also accept Claim Forms filed by mail or courier. To obtain a copy of the Claim Form, Canadian Class Members may contact the Canadian Claims Administrator to have one sent by email or regular mail. Claim Forms sent by mail or courier should be sent to:

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If you have questions about how to complete or file a Claim Form, the documentation required to support a claim, or whether you are a Canadian Class Member or U.S. Class Member (or both), please contact the Canadian Claims Administrator using the contact details in this notice.

### **DISTRIBUTION OF COMPENSATION**

If the Settlement Agreement is approved by the Canadian Court and U.S. Court, the Canadian Settlement Amount, after deduction of Canadian Plaintiff's Counsel's fees and disbursements, Administration Expenses, the Canadian Funder's commission and any approved honorarium ("Canadian Net Settlement Fund") will be distributed to Canadian Class Members in accordance with the Canadian Plan of Allocation, subject to the Canadian Court's approval.

The proposed Canadian Plan of Allocation provides that in order to determine the individual entitlements of Canadian Class Members who make claims, the losses of each claimant will be calculated in accordance with a formula based on the statutory damages provisions contained in the securities legislation of Ontario. Once the notional losses of all Canadian Class Members who have filed valid claims have been calculated, the Canadian Net Settlement Fund will be allocated to those Canadian Class Members in proportion to their percentage of the total notional losses calculated for all valid claims filed. Because the Canadian Net Settlement Fund will be distributed *pro rata*, it is not possible to estimate the individual recovery of any individual Canadian Class Member until all the claims have been received and reviewed.

The approval of the Settlement Agreement is not contingent on the approval of the Canadian Plan of Allocation. The Canadian Court may still approve the Settlement Agreement even if it does not approve the Canadian Plan of Allocation or approves amendments to the Canadian Plan of Allocation.

In the event any amounts remain undistributed 180 days after the distribution of the Canadian Net Settlement Fund (because of uncashed cheques or for other administrative reasons), those amounts will be distributed to eligible Canadian Class Members (if sufficient to warrant a further distribution) or allocated in a manner approved by the Canadian Court.

### **YOU MUST OPT OUT IF YOU DO NOT WANT TO BE BOUND BY THE CANADIAN SETTLEMENT**

If you are a Canadian Class Member, you will be bound by the outcome of the Canadian Action, including the terms of the Settlement Agreement if approved, unless you opt out of the Canadian Action.

Canadian Class Members who do not opt out will (i) be entitled to make a claim for the payment of compensation from the Canadian Settlement Amount; (ii) be bound by the terms of the Canadian Settlement; and (iii) not be permitted to bring other legal proceedings in relation to the matters alleged in the Canadian Action against the Defendants, or any person released by the approved Settlement Agreement. Conversely, if you are a Canadian Class Member who opts out of the Canadian Action, you will not be able to make a claim to receive compensation from the Canadian Settlement Amount but will maintain the right to pursue your own claim against the Defendants relating to the matters alleged in the Canadian Action.

Class Members who do not want to be bound by the outcome of the Canadian Action must "opt out," meaning that they must exclude themselves from the Canadian Action in accordance with the procedure described herein.

If you wish to opt out of the Canadian Action, you must complete, sign and return (by email, mail or courier) the opt-out form, which is available on Canadian Plaintiff's Counsel's website at <https://www.siskinds.com/class-action/tahoe/> or the Canadian Claims Administrator's website at \*\*\*.

**In order for your opt-out to be valid, your complete and signed opt-out form must be postmarked or received no later than \*\*\*.**

U.S. Class Members should go to \*\*\* for details on how to opt out of the U.S. Action and the U.S. Settlement.

### **PARTICIPATION IN THE APPROVAL MOTION**

The following material will be posted on Canadian Plaintiff's Counsel's website dedicated to this action (<https://www.siskinds.com/class-action/tahoe/>) on or before the dates set out below: (1) the Settlement Agreement and Canadian Plan of Allocation (posted prior to or at the time of the publication of this notice); (2) a summary of the basis upon which Canadian Plaintiff's Counsel recommends the Settlement and Canadian Plan of Allocation (by \*\*\*); (3) the Canadian Plaintiff's evidence in support of the approval of the Settlement Agreement and Canadian Plan of Allocation (by \*\*\*); and (4) Canadian Plaintiff's Counsel's evidence in support of their fee request (by \*\*\*).

Canadian Class Members who wish to comment on, or make an objection to, the approval of the Settlement Agreement, the Canadian Plan of Allocation or the fees and disbursements of Canadian Plaintiff's Counsel shall deliver (by email, mail or courier) a written submission to Canadian Plaintiff's Counsel, at the email address or address provided below, postmarked or received no later than \*\*\*. Any objections delivered by that date will be filed with the Canadian Court.

Canadian Class Members may attend at the hearing whether or not they deliver an objection. Canadian Class Members who wish a lawyer to speak on their behalf at the hearing may retain one to do so at their own expense.

### **ADDITIONAL INFORMATION**

This notice has been approved by the Ontario Superior Court of Justice. The Court offices cannot answer any questions about the matters in this notice. The Orders of the Court and other information in both languages are available on Canadian Plaintiff's Counsel's website at <https://www.siskinds.com/class-action/tahoe/> or the Canadian Claims Administrator's website at \*\*\*.

Questions relating to the Canadian Action may be directed to the Canadian Claims Administrator or Canadian Plaintiff's Counsel:

[Claims admin info]

Garett Hunter  
Siskinds LLP  
275 Dundas Street, Unit 1, P.O. Box 2520, London, ON N6B 3L1  
Tel: (519) 660-7802  
Email: [garett.hunter@siskinds.com](mailto:garett.hunter@siskinds.com)

If you require assistance in the French language, please contact the Canadian Claims Administrator or Canadian Plaintiff's Counsel using the contact details above and we will direct your inquiry to an appropriate person.

***The publication of this notice was authorized by the Ontario Superior Court of Justice***

**EXHIBIT “5”**

**CANADIAN FIRST NOTICE (INTERNET BANNER)**

Did you acquire securities of Tahoe Resources Inc. between May 24, 2017 and July 5, 2017 on the TSX, other Canadian stock exchange or any exchange or trading platform outside of Canada and the United States?

You may be eligible to obtain compensation from a recent class action settlement.

Click to learn your legal rights, including how to opt out of the class action.

[Canadian Claims Administrator's webpage]

**EXHIBIT "6"**  
**CANADIAN CLAIM FORM**



**EXHIBIT “7”**

**CANADIAN PLAN OF ALLOCATION**

## **PLAN OF ALLOCATION FOR THE CANADIAN ACTION**

This Plan of Allocation should be read in conjunction with the Settlement Agreement dated \*\*\*, 2023.

### **DEFINED TERMS**

1) Unless otherwise defined herein, capitalized terms used are as defined in the Settlement Agreement. In addition, the following definitions apply to this Plan of Allocation:

a) **Authorized Canadian Claimant** means a Canadian Settlement Class Member who submits a valid Canadian Claim Form to the Canadian Claims Administrator that is accepted for payment as set out in paragraph 6 below.

b) **Acquisition Expense** means the price paid by a Canadian Claimant (including brokerage commissions) to acquire a Tahoe Eligible Canadian Share.

c) **Canadian Claimant** means a Canadian Settlement Class Member who submits a properly completed Canadian Claim Form and all required documentation to the Canadian Claims Administrator on or before the Claims Bar Deadline.

d) **Claims Bar Deadline** means 11:59pm Toronto (Eastern) time on the date that is one hundred and eighty (180) calendar days after the date on which any part of Canadian First Notice is first disseminated.

e) **Disposition Proceeds** means the price per Tahoe Eligible Canadian Share received by a Canadian Claimant on the disposition of a Tahoe Eligible Canadian Share.

f) **FIFO** means “first in, first out” whereby for the purpose of determining a Canadian Claimant’s Recognized Loss, Tahoe shares are deemed to be sold in the same order that they were purchased.

g) **Plan of Arrangement** means the plan of arrangement between Tahoe and Pan American Silver Corp. whereby Pan American Silver Corp. acquired all the issued and outstanding shares of Tahoe.

h) **Recognized Loss** means an Authorized Canadian Claimant’s notional damages as calculated pursuant to the formulae set forth in this Plan of Allocation, which forms the basis upon which each Authorized Canadian Claimant’s *pro rata* share of the Canadian Net Settlement Fund is determined.

i) **Tahoe Eligible Canadian Share** means a Tahoe share acquired from and including May 24, 2017 to and including July 5, 2017 on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States. Shares with the ticker symbol THO acquired from and including May 24, 2017 to and including July 5, 2017 will be presumed to meet this definition.

## **OBJECTIVE**

2) The objective of this Plan of Allocation is to equitably distribute the Canadian Net Settlement Fund among Authorized Canadian Claimants, while avoiding double compensation.

## **CALCULATION OF RECOGNIZED LOSS**

- 3) All figures are in Canadian Dollars unless otherwise denoted.
- 4) The Canadian Net Settlement Fund will be distributed in accordance with this Plan of Allocation.
- 5) The Canadian Claims Administrator shall apply FIFO to determine the acquisition that corresponds to the disposition of a particular Tahoe share, including in the calculation of an Authorized Canadian Claimant's Recognized Loss. All Tahoe share acquisitions and dispositions (including Tahoe shares acquired over an exchange or platform in the United States) will be included in the Canadian Claim Administrator's determination of the acquisition that corresponds to the disposition of a particular Tahoe share. However, only purchases or acquisitions of Tahoe Eligible Canadian Shares can generate a Recognized Loss.
- 6) The Canadian Claims Administrator shall first determine a Canadian Claimant's Recognized Loss in accordance with paragraph 9 below. If the Canadian Claimant has a Recognized Loss greater than zero (0), they become an Authorized Canadian Claimant and the Canadian Claims Administrator will go on to calculate the Authorized Canadian Claimant's *pro rata* entitlement to compensation from the Canadian Net Settlement Fund. A Canadian Claimant with a Recognized Loss equal to or less than zero is not eligible for payment from the Canadian Net Settlement Fund.
- 7) Transfers of Tahoe shares between accounts belonging to the same Canadian Claimant will not be taken into account in determining a Canadian Claimant's Recognized Loss.

- 8) The date of acquisition or disposition shall be the trade date of the transaction, as opposed to the settlement date of the transaction or the payment date.
- 9) **A Canadian Claimant's Recognized Loss will be calculated as follows:**
- a) **There shall be no Recognized Loss for Tahoe shares that are not Tahoe Eligible Canadian Shares.**
  - b) **For Tahoe Eligible Canadian Shares disposed of on or before July 5, 2017, the Recognized Loss shall be zero.**
  - c) **For Tahoe Eligible Canadian Shares disposed of between July 6, 2017 and July 19, 2017 (inclusive), the Recognized Loss shall be the difference between the Acquisition Expense and Disposition Proceeds.**
  - d) **For Tahoe Eligible Canadian Shares disposed of on or after July 20, 2017, the Recognized Loss shall be the lesser of (i) and (ii):**
    - i) **The difference between the Acquisition Expense and Disposition Proceeds; and**
    - ii) **The difference between the Acquisition Expense and \$6.84<sup>1</sup>.**
  - e) **For Tahoe Eligible Canadian Shares that were exchanged for cash or shares of Pan American Silver Corp. in the Plan of Arrangement, the Recognized Loss shall be the difference between the Acquisition Expense and \$6.84<sup>2</sup>. For the purposes of this Plan of Allocation, the exchange of Tahoe Eligible Canadian**

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<sup>1</sup> The volume weighted average price of Tahoe's common shares on the Toronto Stock Exchange in the 10-days following the alleged public correction on July 5, 2017.

<sup>2</sup> *Ibid.*

**Shares for cash or shares of Pan American Silver Corp. in the Plan of Arrangement is deemed to have occurred on February 29, 2019 (the date Tahoe shares were delisted from the Toronto Stock Exchange).**

#### **CALCUATION OF MONETARY COMPENSATION AND DISTRIBUTION**

10) Each Authorized Canadian Claimant's actual compensation shall be the portion of the Canadian Net Settlement Fund equivalent to the ratio of their Recognized Loss to the total Recognized Loss of all Authorized Canadian Claimants multiplied by the Canadian Net Settlement Fund.

11) Compensation shall be paid to Authorized Canadian Claimants in Canadian currency.

12) The Canadian Claims Administrator shall not make payments to Authorized Canadian Claimants whose *pro rata* entitlement to payment from the Canadian Net Settlement Fund under this Plan of Allocation is less than CAD\$10.00. Such amounts shall instead be allocated *pro rata* to other Authorized Canadian Claimants in accordance with this Plan of Allocation.

13) The Canadian Claims Administrator shall make payment to an Authorized Canadian Claimant by either bank transfer or cheque at the address provided by the Authorized Canadian Claimant. If, for any reason, an Authorized Canadian Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Authorized Canadian Claimant, the Authorized Canadian Claimant shall forfeit the right to compensation and the funds shall be redistributed in accordance with this Plan of Allocation.

14) If, one hundred eighty (180) days from the date on which the Canadian Claims Administrator distributes the Canadian Net Settlement Fund to Authorized Canadian Claimants, the Canadian Escrow remains in a positive balance (whether due to tax refunds, uncashed cheques, or otherwise), the Canadian Claims Administrator shall, if economically feasible, reallocate such balance among the Authorized Canadian Claimants in an equitable and economic fashion. If, in the opinion of the Canadian Claims Administrator and Canadian Plaintiff's Counsel, it is not feasible to reallocate any remaining balance among the Authorized Canadian Claimants in an equitable and economic fashion, such balance shall be distributed to a *cy pres* recipient approved by the Canadian Court.

#### **CLAIMS PROCESS**

15) To be eligible for compensation, Canadian Settlement Class Member shall submit a completed Canadian Claim Form to the Canadian Claims Administrator on or before the Claims Bar Deadline.

16) The Canadian Claims Administrator shall review each Canadian Claim Form and verify that the Canadian Claimant is eligible for compensation from the Canadian Net Settlement Fund, as follows:

a) For a Canadian Claimant, the Canadian Claims Administrator shall be satisfied that the Canadian Claimant is a Canadian Settlement Class Member.

b) For a Canadian Claimant claiming on behalf of a Canadian Settlement Class Member or a Canadian Settlement Class Member's estate, the Canadian Claims Administrator shall be satisfied that:

- i) The Canadian Claimant has authority to act on behalf of the Canadian Settlement Class Member or the Canadian Settlement Class Member's estate in respect of financial affairs;
- ii) The person or estate on whose behalf the claim was submitted was a Canadian Settlement Class Member; and
- iii) The Canadian Claimant has provided all supporting documentation required by the Canadian Claim Form or alternative documentation acceptable to the Canadian Claims Administrator.

17) If, for any reason, a Canadian Claimant is unable to complete the Canadian Claim Form, then it may be completed by the Canadian Claimant's personal representative or a member of the Canadian Claimant's family duly authorized by the Canadian Claimant to the satisfaction of the Canadian Claims Administrator.

#### **IRREGULAR CLAIMS**

18) The claims process is intended to be expeditious, cost effective and "user friendly" to minimize the burden on Canadian Claimants. The Canadian Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume Canadian Claimants to be acting honestly and in good faith. The Canadian Claims Administrator shall use email for correspondence with Canadian Claimants to the maximum extent possible.

19) The Canadian Claims Administrator shall ensure that only Tahoe Eligible Canadian Shares are eligible for compensation under this Plan of Allocation. In making this determination, the ticker symbol in the transaction records provided by the claimant is determinative. If there is no ticker symbol in the transaction records provided, the



Canadian Claims Administrator will evaluate the claim holistically and determine whether a share is a Tahoe Eligible Canadian Share in their discretion.

20) For clarity, a person may be both a Canadian Settlement Class Member and U.S. Settlement Class Member but only the shares acquired over a Canadian exchange or trading platform or other non-U.S. and non-Canadian exchange or trading platform will be eligible for compensation from the Canadian Net Settlement Fund.

21) If the Canadian Claims Administrator in their review pursuant to paragraph 19 determines that a claimant is a U.S. Settlement Class Member and it appears that the claim was inadvertently submitted to the Canadian Claims Administrator instead of the U.S. Claims Administrator, then they shall forward the claim to the U.S. Claims Administrator and provide notice to the U.S. Settlement Class Member that they have done so. Similarly, if the U.S. Claims Administrator determines that a claimant is a Canadian Settlement Class Member and it appears that the claim was inadvertently submitted to the U.S. Claims Administrator instead of the Canadian Claims Administrator, then they shall forward the claim to the Canadian Claims Administrator and provide notice to the Canadian Settlement Class Member that they have done so. To facilitate this process, the U.S. Claims Administrator and the Canadian Claims Administrator will enter appropriate arrangements to protect the privacy and confidentiality of the information provided to them.

22) Where a Canadian Claim Form contains minor omissions or errors, the Canadian Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omissions is readily available to the Canadian Claims Administrator.

23) In order to remedy any deficiency in the completion of a Canadian Claim Form, the Canadian Claims Administrator shall request in writing that additional information be

submitted by a Canadian Settlement Class Member who submits a Canadian Claim Form. Such Canadian Class Members shall have until the later of sixty (60) days from the date of the request from the Canadian Claims Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement Agreement, subject to any order of the Canadian Court to the contrary, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the releases contained therein.

24) The claims process is intended to prevent fraud and abuse. If, after reviewing any Canadian Claim Form, the Canadian Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Recognized Loss of the Canadian Claimant, then the Canadian Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Recognized Loss is allocated to the Canadian Claimant. If the Canadian Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Recognized Loss of the Canadian Claimant, then the Canadian Claims Administrator shall disallow the claim in its entirety.

25) Where the Canadian Claims Administrator disallows a claim in its entirety, they shall send to the Canadian Claimant, at the email or postal address provided by the Canadian Claimant or the Canadian Claimant's last known email or postal address, a notice advising that the claim has been disallowed and that the Canadian Claimant may request the Canadian Claims Administrator to reconsider its decision. For greater certainty, a Canadian Claimant is not entitled to a notice or a review where a claim is

allowed but the Canadian Claimant disputes the amount of his, her or its Recognized Loss or his, her or its individual compensation.

26) Any request for reconsideration must be received by the Canadian Claims Administrator within 45 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Canadian Claimant shall be deemed to have accepted the Canadian Claim Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.

27) Where a Canadian Claimant files a request for reconsideration with the Canadian Claims Administrator, the Canadian Claims Administrator shall advise Canadian Plaintiff's Counsel of the request and conduct an administrative review of the Canadian Claimant's complaint.

28) Following its determination in an administrative review, the Canadian Claims Administrator shall advise the Canadian Claimant of its determination ("**Reconsideration Decision Notice**"). In the event the Canadian Claims Administrator reverses a disallowance, the Canadian Claims Administrator shall send the Canadian Claimant, at the email or postal address provided by the Canadian Claimant or the Canadian Claimant's last known email or postal address, a notice specifying the revision to the Canadian Claims Administrator's disallowance.

29) The Canadian Claims Administrator's decision on a request for reconsideration will be binding upon the Canadian Claimant, subject to the Canadian Claimant's right to appeal, as outlined in paragraphs 30 to 37.

30) Where, following the determination of a request for reconsideration, the Canadian Claims Administrator continues to disallow a Canadian Claimant's claim in its entirety, the Canadian Claimant may appeal the disallowance. Any such appeal must be electronically submitted within thirty (30) days of the date of the Reconsideration Decision Notice.

31) There shall be no right of appeal:

- a) where a claim is allowed but the Canadian Claimant disputes the amount of his, her or its Recognized Loss or his, her or its individual compensation;
- b) in respect of claims filed after the Claims Bar Deadline; and
- c) in respect of claims entitled to compensation of \$50 or less pursuant to this Plan of Allocation.

32) Appeals will be determined by a bilingual arbitrator appointed by the Canadian Court. The arbitrator shall apply the rules provided herein to any appeals.

33) Appeals shall be on the basis of written submissions of the Canadian Claimant supported by any documentation provided to the Canadian Claims Administrator and any other material provided by the Canadian Claimant in support of the appeal. Notwithstanding the foregoing, the arbitrator, in his or her sole discretion, may request oral submissions to be made via teleconference or establish additional procedures to be followed during the appeal in cases where he or she determines that is warranted.

34) The arbitrator, in his or her sole discretion, may mediate the differences at any stage in the proceedings and, if mediation is unsuccessful, continue to arbitrate the appeal.

35) The costs of the arbitrator and to the Canadian Claims Administrator for a successful appeal will be paid from the Canadian Net Settlement Fund. For greater clarity, the Canadian Claimant shall have no entitlement to be repaid their costs (including any legal fees or disbursements) from a successful appeal.

36) The costs of the arbitrator and to the Canadian Claims Administrator for an unsuccessful appeal will be borne by the Canadian Claimant, subject to the discretion of the Canadian Claims Administrator.

37) The arbitrator's decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

#### **ADDITIONAL RULES**

38) No action shall lie against Canadian Plaintiff's Counsel or the Canadian Claims Administrator for any decision made in the administration of the Settlement Agreement and the Plan of Allocation without an order from a Court authorizing such an action.

39) By agreement between the Canadian Claims Administrator and Canadian Plaintiff's Counsel, any deadline contained in this Plan of Allocation may be extended if, in their opinions, doing so will not adversely impact the efficient administration and it is in the interests of the Canadian Settlement Class to do so.

**EXHIBIT "8"**  
**OPT OUT ELECTION**

**OPT-OUT FORM  
TAHOE RESOURCES INC.  
CANADIAN SECURITIES CLASS ACTION**

Complete and return this Opt-Out Form by no later than **[DATE]**, **ONLY IF YOU DO NOT WISH TO PARTICIPATE IN THE CLASS ACTION**. It must be received via email or postmarked no later than **[DATE]**.

<b>Name:</b>
<b>Organization and title (if applicable):</b>
<b>Phone number:</b>
<b>Fax number:</b>
<b>Email:</b>
<b>Address:</b>

**A. Please indicate the number of Tahoe common shares held at the commencement of trading on May 24, 2017: \_\_\_\_\_**

**B. Please indicate below the number of Tahoe common shares that you acquired between May 24, 2017 and July 5, 2017 (inclusive). Please use additional paper if necessary.**

Number of Tahoe Common Shares	Price of Acquisition (including brokerage commissions)	Date of Acquisition	Stock Exchange or Trading Venue

C. Please indicate below the number of Tahoe common shares that you disposed of between May 24, 2017 and July 5, 2017 (inclusive). Please use additional paper if necessary.

Number of Tahoe Common Shares	Price of Disposition	Date of Disposition	Stock Exchange or Trading Venue

D. Please indicate the number of Tahoe common shares held at the close of trading on July 5, 2017: \_\_\_\_\_

E. Please indicate below the number of Tahoe common shares that you disposed of from July 6, 2017 to present, including Tahoe common shares exchanged in the take-over by Pan American in 2019. Please use additional paper if necessary.

Number of Tahoe Common Shares	Price of Disposition	Date of Disposition	Stock Exchange or Trading Venue



(PLEASE CIRCLE THE APPROPRIATE LANGUAGE)

I believe that **I am / the organization that I represent is** a member of the Canadian Class in the Canadian Action.

I believe that **I am not / the organization that I represent is not** amongst the persons and entities excluded from the Canadian Action.

I understand that by opting out of the Canadian Action, **I will not be eligible / the organization that I represent will not be eligible** to make a claim for compensation from the Canadian Action.

I, \_\_\_\_\_ (print your full name), **OPT OUT FROM THE CANADIAN ACTION** and wish to be excluded from this class action.

I wish to opt out from this class action for the following reason(s) (*optional*):

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I, \_\_\_\_\_ (print your full name), **CERTIFY** that the information provided herein is complete and true.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**In order to validly opt out, you must complete and send this Opt-Out Form, to be received or postmarked no later than [DATE], to:**

[administrator's mail, email and courier details]

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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

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**ORDER**

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**Siskinds LLP**

Barristers & Solicitors  
275 Dundas Street, Unit 1  
P.O. Box 2520  
London, ON N6B 3L1

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*Lawyers for the Plaintiff*

# **EXHIBIT C**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

In re TAHOE RESOURCES, INC. SECURITIES  
LITIGATION

Case No. 2:17-cv-01868-RFB-NJK

**[PROPOSED] U.S. FINAL ORDER  
AND JUDGMENT**

This Document Relates to: All Actions

1           WHEREAS:

2           A.     On May 25, 2023, Lead Plaintiff Tiffany Huynh, as executor for the estate of Kevin  
3     Nguyen, (“U.S. Plaintiff”), individually and on behalf of each member of the U.S. Settlement Class,  
4     Abram B. Dyck, Representative Plaintiff in the Canadian Action, individually and on behalf of each  
5     member of the Canadian Settlement Class, and Defendants Tahoe Resources, Inc. (“Tahoe” or the  
6     “Company”), Ronald W. Clayton, C. Kevin McArthur, Mark T. Sadler, and Edie Hofmeister  
7     (collectively “Defendants”), entered into the Stipulation of Settlement;

8           B.     Pursuant to the U.S. Order Preliminarily Approving U.S. Settlement and Providing for  
9     Notice, entered \_\_\_\_\_, 2023 (the “U.S. Preliminary Approval Order”), the Court scheduled a  
10    hearing for \_\_\_\_\_, to, among other things: (i) determine whether the proposed U.S. Settlement  
11    of the U.S. Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and  
12    adequate, and should be approved by the Court; (ii) determine whether a judgment as provided for in  
13    the Stipulation should be entered; and (iii) rule on U.S. Plaintiff’s Counsel’s Fee and Expense  
14    Application;

15          C.     The Court ordered that the Notice of Pendency and Proposed Settlement of Class  
16    Action Lawsuit Pending in United States District Court for the District of Nevada (the “U.S. Notice”)  
17    and a U.S. Proof of Claim and Release Form (“U.S. Claim Form”), substantially in the forms attached  
18    to the U.S. Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail,  
19    postage prepaid, on or before twenty-one (21) calendar days after the date of entry of the U.S.  
20    Preliminary Approval Order (“U.S. Notice Date”) to all potential U.S. Settlement Class Members to  
21    the list of record holders of Tahoe common stock, and that a Summary Notice of Pendency and  
22    Proposed Settlement of Class Action Lawsuit Pending in United States District Court for the District  
23    of Nevada (the “U.S. Summary Notice”), substantially in the form attached to the U.S. Preliminary  
24    Approval Order as Exhibit 3, be published in *Investor’s Business Daily* and transmitted over  
25    *GlobeNewswire* within fourteen (14) calendar days of the U.S. Notice Date;

26          D.     The U.S. Notice and the U.S. Summary Notice advised potential U.S. Settlement Class  
27    Members of the date, time, place, and purpose of the U.S. Settlement Hearing. The U.S. Notice  
28    further advised that any objections to the U.S. Settlement were required to be filed with the Court and

1 served on counsel for the U.S. parties such that they were received by \_\_\_\_\_, 2023;

2 E. The provisions of the U.S. Preliminary Approval Order as to notice were complied  
3 with;

4 F. On \_\_\_\_\_, 2023, U.S. Plaintiff moved for final approval of the U.S. Settlement, as set  
5 forth in the U.S. Preliminary Approval Order. The U.S. Settlement Hearing was duly held before this  
6 Court on \_\_\_\_\_, 2023, at which time all interested Persons were afforded the opportunity to be heard;  
7 and

8 G. This Court has duly considered U.S. Plaintiff's motion for final approval of the U.S.  
9 Settlement, the affidavits, declarations, memoranda of law submitted in support thereof, the  
10 Stipulation, and all of the submissions and arguments presented with respect to the proposed U.S.  
11 Settlement;

12 NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND  
13 DECREED that:

14 1. This U.S. Judgment incorporates and makes a part hereof: (i) the Stipulation of  
15 Settlement filed with the Court on May 25, 2023; and (ii) the U.S. Notice, which was filed with the  
16 Court on May 25, 2023. Capitalized terms not defined in this U.S. Judgment shall have the meaning  
17 set forth in the Stipulation.

18 2. This Court has jurisdiction over the subject matter of the U.S. Action and over all  
19 parties to the U.S. Action, including all U.S. Settlement Class Members.

20 3. The Court finds that that the mailing and publication of the U.S. Notice, U.S. Claim  
21 Form, and U.S. Summary Notice: (i) complied with the U.S. Preliminary Approval Order; (ii)  
22 constituted the best notice practicable under the circumstances; (iii) constituted notice that was  
23 reasonably calculated to apprise U.S. Settlement Class Members of the effect of the Settlement, of the  
24 proposed U.S. Plan of Allocation, of U.S. Plaintiff's Counsel's anticipated Fee and Expense  
25 Application, of U.S. Settlement Class Members' right to object or seek exclusion from the U.S.  
26 Settlement Class, and of their right to appear at the U.S. Settlement Hearing; (iv) constituted due,  
27 adequate, and sufficient notice to all Persons entitled to receive notice of the proposed U.S.  
28 Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil

1 Procedure, the United States Constitution (including the Due Process Clause), and the Private  
2 Securities Litigation Reform Act of 1995 (the “PSLRA”), 15 U.S.C. § 78u-4(a)(7).

3 4. [Description of number and nature of any objections to the proposed Settlement.]

4 5. Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, the Court hereby  
5 approves the U.S. Settlement and finds that in light of the benefits to the U.S. Settlement Class, the  
6 complexity and expense of further litigation, and the costs of continued litigation, said U.S. Settlement  
7 is, in all respects, fair, reasonable, and adequate, having considered and found that: (a) U.S. Plaintiff  
8 and U.S. Plaintiff’s Counsel have adequately represented the U.S. Settlement Class; (b) the proposal  
9 was negotiated at arm’s-length; (c) the relief provided for the U.S. Settlement Class is adequate,  
10 having taken into account (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any  
11 proposed method of distributing relief to the U.S. Settlement Class, including the method of  
12 processing U.S. Settlement Class Member claims; (iii) the terms of any proposed award of attorneys’  
13 fees, including timing of payment; and (iv) any agreement required to be identified under Rule  
14 23(e)(3); and (d) the proposed U.S. Plan of Allocation treats U.S. Settlement Class Members equitably  
15 relative to each other. Accordingly, the U.S. Settlement is hereby approved in all respects and shall be  
16 consummated in accordance with the terms and provisions of the Stipulation.

17 6. The Consolidated Amended Class Action Complaint (“AC”), filed on August 31, 2018,  
18 is dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise  
19 provided in the Stipulation.

20 7. The Court finds that during the course of the U.S. Action, the U.S. parties and their  
21 respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil  
22 Procedure.

23 8. Upon the Effective Date, U.S. Plaintiff and each and every other U.S. Settlement Class  
24 Member, on behalf of themselves and each of their respective heirs, executors, trustees, administrators,  
25 predecessors, successors, and assigns, in their capacities as such, shall be deemed to have fully, finally,  
26 and forever waived, released, discharged, and dismissed each and every one of the Released Claims  
27 against each and every one of the Released Defendant Parties and shall forever be barred and enjoined  
28 from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against

1 any and all of the Released Defendant Parties.

2 9. Upon the Effective Date, Defendants, on behalf of themselves and each of their  
3 respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their  
4 capacities as such, shall be deemed to have fully, finally, and forever waived, released, discharged, and  
5 dismissed each and every one of the Released Defendants' Claims against each and every one of the  
6 Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting,  
7 prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the  
8 Released Plaintiff Parties.

9 10. Each U.S. Settlement Class Member, whether or not such U.S. Settlement Class  
10 Member executes and delivers a U.S. Claim Form, is bound by this U.S. Judgment, including, without  
11 limitation, the release of claims as set forth in the Stipulation.

12 11. This U.S. Judgment and the Stipulation, whether or not consummated, and any  
13 discussion, negotiation, proceeding, or agreement relating to the Stipulation, the U.S. Settlement, and  
14 any matter arising in connection with settlement discussions or negotiations, proceedings, or  
15 agreements, shall not be offered or received against or to the prejudice of the U.S. parties or their  
16 respective counsel, for any purpose other than in an action to enforce the terms hereof, and in  
17 particular:

18 a. Do not constitute, and shall not be offered or received against or to the prejudice  
19 of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption,  
20 concession, or admission by Defendants with respect to the truth of any allegation by U.S. Plaintiff  
21 and the U.S. Settlement Class, or the validity of any claim that has been or could have been asserted in  
22 the U.S. Action or in any litigation, including, but not limited to the Released U.S. Claims, or of any  
23 liability, damages, negligence, fault or wrongdoing of Defendants or any person or entity whatsoever;

24 b. Do not constitute, and shall not be offered or received against or to the prejudice  
25 of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation,  
26 or omission with respect to any statement or written document approved or made by Defendants, or  
27 against or to the prejudice of U.S. Plaintiff, or any other member of the U.S. Settlement Class as  
28 evidence of any infirmity in the claims of U.S. Plaintiff, or the other members of the U.S. Settlement



1 Class;

2 c. Do not constitute, and shall not be offered or received against or to the prejudice  
3 of Defendants, U.S. Plaintiff, any other member of the U.S. Settlement Class, or their respective  
4 counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages,  
5 negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to  
6 the prejudice of any of the Defendants, U.S. Plaintiff, other members of the U.S. Settlement Class, or  
7 their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than  
8 such proceedings as may be necessary to effectuate the provisions of the Stipulation;

9 d. Do not constitute, and shall not be construed against Defendants, U.S. Plaintiff,  
10 or any other member of the U.S. Settlement Class, as an admission or concession that the  
11 consideration to be given hereunder represents the amount that could be or would have been recovered  
12 after trial; and

13 e. Do not constitute, and shall not be construed as or received in evidence as an  
14 admission, concession, or presumption against U.S. Plaintiff, or any other member of the U.S.  
15 Settlement Class that any of their claims are without merit or infirm or that damages recoverable under  
16 the AC would not have exceeded the U.S. Settlement Amount. Within sixty (60) days of the entry of  
17 this U.S. Judgment, U.S. Plaintiff shall return or certify the deletion of all discovery documents  
18 produced by Defendants and Defendants shall return or certify the deletion of all discovery documents  
19 produced by U.S. Plaintiff.

20 12. The administration of the U.S. Settlement, and the decision of all disputed questions of  
21 law and fact with respect to the validity of any claim or right of any Person to participate in the  
22 distribution of the U.S. Net Settlement Fund, shall remain under the authority of this Court.

23 13. In the event that the U.S. Settlement does not become effective in accordance with the  
24 terms of the Stipulation, then this U.S. Judgment shall be rendered null and void to the extent provided  
25 by and in accordance with the Stipulation and shall be vacated, and in such event, all orders entered  
26 and releases delivered in connection herewith shall be null and void to the extent provided by and in  
27 accordance with the Stipulation.

28 14. Without further order of the Court, the U.S. parties may agree to reasonable extensions

1 of time to carry out any of the provisions of the Stipulation.

2 15. The U.S. parties are hereby directed to execute the Stipulation and to perform its terms.

3 16. The Court hereby finds that the proposed U.S. Plan of Allocation is a fair and  
4 reasonable method to allocate the U.S. Settlement Fund among U.S. Settlement Class Members, and  
5 U.S. Plaintiff's Counsel and the U.S. Claims Administrator are directed to administer the U.S. Plan of  
6 Allocation in accordance with its terms and the terms of the Stipulation.

7 17. U.S. Plaintiff's Counsel is awarded attorneys' fees in the amount of \$ \_\_\_\_\_,  
8 and expenses in the amount of \$ \_\_\_\_\_, plus any applicable interest, and these amounts  
9 shall be paid out of the U.S. Settlement Fund immediately following entry of this Order subject to the  
10 terms, conditions, and obligations of the Stipulation, which terms, conditions, and obligations are  
11 incorporated herein.

12 18. U.S. Plaintiff is awarded in total \$ \_\_\_\_\_, as an award for  
13 reasonable costs and expenses directly relating to the representation of the U.S. Settlement Class as  
14 provided in 15 U.S.C. § 78u-4(a)(4), such amounts to be paid from the U.S. Settlement Fund upon the  
15 Effective Date of the U.S. Settlement.

16 19. Without affecting the finality of this Judgment in any way, this Court hereby retains  
17 continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance or  
18 adjustment of any U.S. Settlement Class Member's claim on equitable grounds and any award or  
19 distribution of the U.S. Settlement Fund; (iii) disposition of the U.S. Settlement Fund; (iv) any  
20 applications for attorneys' fees, costs, interest and payment of expenses in the U.S. Action; (v) all U.S.  
21 parties for the purpose of construing, enforcing and administering the U.S. Settlement and this U.S.  
22 Judgment; and (vi) other matters related or ancillary to the foregoing. There is no just reason for delay  
23 in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

24 IT IS SO ORDERED.

25 DATED: \_\_\_\_\_

26 \_\_\_\_\_  
27 THE HONORABLE RICHARD F. BOULWARE, II  
28 UNITED STATES DISTRICT JUDGE

# **EXHIBIT D**

**ONTARIO  
SUPERIOR COURT OF JUSTICE**

THE HONOURABLE ) \_\_\_\_\_, THE \_\_\_\_\_  
 )  
JUSTICE BENJAMIN T. GLUSTEIN ) DAY OF \_\_\_\_\_, 2023  
 )

B E T W E E N :

ABRAM B. DYCK

Plaintiff

- and -

0799714 B.C. LTD. and RONALD WAYNE CLAYTON

Defendants

Proceeding under the *Class Proceedings Act, 1992*

**ORDER**

**THIS MOTION**, made by the Canadian Plaintiff for an order, *inter alia*, approving the Joint Stipulation and Agreement of Global Settlement of Two Related Securities Class Actions Pending in Different Jurisdictions dated \*\*\*, 2023 (“**Settlement Agreement**”), approving the form, content and method of dissemination of the Canadian Second Notice, and approving the Canadian Plan of Allocation, was heard at the Courthouse located at 330 University Avenue, Toronto, Ontario or virtually on \*\*\*, 2023;

**ON READING** the materials filed by the Canadian Plaintiff and on hearing the submissions of Canadian Plaintiff’s Counsel and Defendants’ Counsel;

**AND ON BEING ADVISED** that the deadline for objection to the Settlement Agreement has passed and there have been \*\*\* objections to the Settlement Agreement;

**AND ON BEING ADVISED** that the Defendants do not oppose this Order.

1. **THIS COURT ORDERS** that except to the extent they are modified by this Order, the definitions set out in the Settlement Agreement attached as **Exhibit “1”** apply to and are incorporated into this Order
2. **THIS COURT ORDERS** that the Settlement Agreement is fair, reasonable and in the best interests of the Canadian Settlement Class.
3. **THIS COURT ORDERS** that the Settlement Agreement is approved pursuant to section 29 of the *Class Proceedings Act, 1992*, SO 1992, c 6.
4. **THIS COURT ORDERS** that all provisions of the Settlement Agreement form part of this Order and are binding upon the Defendants in accordance with the terms thereof, and upon the Canadian Plaintiff and all Canadian Settlement Class Members that did not opt out of this Action in accordance with the Order of the Ontario Superior Court of Justice dated \*\*\*, 2023, including those persons that are minors or mentally incapable.
5. **THIS COURT ORDERS** that in the event of a conflict between this Order and the Settlement Agreement, this Order shall prevail.
6. **THIS COURT ORDERS** that compliance with the requirements of Rules 7.04(1) and 7.08(4) of the *Rules of Civil Procedure*, RRO 1990, Reg 194 is dispensed with.
7. **THIS COURT ORDERS** that the Settlement Agreement shall be implemented in accordance with its terms.
8. **THIS COURT ORDERS** that the Canadian Plaintiff and Defendants may, on notice to the Court but without need for further order of this Court, agree to reasonable extensions of times to carry out any provisions of the Settlement Agreement.

9. **THIS COURT ORDERS** that upon the Effective Date, the Canadian Plaintiff and any member of the Canadian Settlement Class, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Canadian Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Canadian Claims against any and all of the Released Defendant Parties.

10. **THIS COURT ORDERS** that for the purposes of administration and enforcement of the Settlement Agreement, this Court will retain an ongoing supervisory role and the Defendants acknowledge the jurisdiction of this Court solely for the purpose of implementing, administering and enforcing the Settlement Agreement as it relates to the settlement of the Canadian Settlement Class Members' claims and this Order, and subject to the terms and conditions set out in the Settlement Agreement.

11. **THIS COURT ORDERS** that the Canadian Plan of Allocation substantially in the form attached as **Exhibit "2"** is approved for the purposes of distributing the Canadian Net Settlement Fund and the Canadian Net Settlement Fund shall be distributed pursuant to the Canadian Plan of Allocation.

12. **THIS COURT ORDERS** that upon the Effective Date, this Action shall be dismissed against all Defendants with prejudice and without costs.

13. **THIS COURT ORDERS** that this Order shall be declared null and void on subsequent application made on notice in the event that the Settlement Agreement is terminated in accordance with its terms.

14. **THIS COURT ORDERS** that the Canadian Plan of Notice, substantially in the form attached as **Exhibit “3”**, is approved for the purpose of the public dissemination of Canadian Second Notice.

15. **THIS COURT ORDERS** that the form and content of the short-form and long-form versions of the Canadian Second Notice, substantially in the form attached as **Exhibits “4”** and **“5”**, respectively, are approved.

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The Honourable Justice Benjamin T. Glustein

**EXHIBIT "1"**  
**SETTLEMENT AGREEMENT**



**EXHIBIT “2”**  
**CANADIAN PLAN OF ALLOCATION**

## **PLAN OF ALLOCATION FOR THE CANADIAN ACTION**

This Plan of Allocation should be read in conjunction with the Settlement Agreement dated \*\*\*, 2023.

### **DEFINED TERMS**

1) Unless otherwise defined herein, capitalized terms used are as defined in the Settlement Agreement. In addition, the following definitions apply to this Plan of Allocation:

a) **Authorized Canadian Claimant** means a Canadian Settlement Class Member who submits a valid Canadian Claim Form to the Canadian Claims Administrator that is accepted for payment as set out in paragraph 6 below.

b) **Acquisition Expense** means the price paid by a Canadian Claimant (including brokerage commissions) to acquire a Tahoe Eligible Canadian Share.

c) **Canadian Claimant** means a Canadian Settlement Class Member who submits a properly completed Canadian Claim Form and all required documentation to the Canadian Claims Administrator on or before the Claims Bar Deadline.

d) **Claims Bar Deadline** means 11:59pm Toronto (Eastern) time on the date that is one hundred and eighty (180) calendar days after the date on which any part of Canadian First Notice is first disseminated.

e) **Disposition Proceeds** means the price per Tahoe Eligible Canadian Share received by a Canadian Claimant on the disposition of a Tahoe Eligible Canadian Share.

f) **FIFO** means “first in, first out” whereby for the purpose of determining a Canadian Claimant’s Recognized Loss, Tahoe shares are deemed to be sold in the same order that they were purchased.

g) **Plan of Arrangement** means the plan of arrangement between Tahoe and Pan American Silver Corp. whereby Pan American Silver Corp. acquired all the issued and outstanding shares of Tahoe.

h) **Recognized Loss** means an Authorized Canadian Claimant’s notional damages as calculated pursuant to the formulae set forth in this Plan of Allocation, which forms the basis upon which each Authorized Canadian Claimant’s *pro rata* share of the Canadian Net Settlement Fund is determined.

i) **Tahoe Eligible Canadian Share** means a Tahoe share acquired from and including May 24, 2017 to and including July 5, 2017 on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States. Shares with the ticker symbol THO acquired from and including May 24, 2017 to and including July 5, 2017 will be presumed to meet this definition.

## **OBJECTIVE**

2) The objective of this Plan of Allocation is to equitably distribute the Canadian Net Settlement Fund among Authorized Canadian Claimants, while avoiding double compensation.

## CALCULATION OF RECOGNIZED LOSS

- 3) All figures are in Canadian Dollars unless otherwise denoted.
- 4) The Canadian Net Settlement Fund will be distributed in accordance with this Plan of Allocation.
- 5) The Canadian Claims Administrator shall apply FIFO to determine the acquisition that corresponds to the disposition of a particular Tahoe share, including in the calculation of an Authorized Canadian Claimant's Recognized Loss. All Tahoe share acquisitions and dispositions (including Tahoe shares acquired over an exchange or platform in the United States) will be included in the Canadian Claim Administrator's determination of the acquisition that corresponds to the disposition of a particular Tahoe share. However, only purchases or acquisitions of Tahoe Eligible Canadian Shares can generate a Recognized Loss.
- 6) The Canadian Claims Administrator shall first determine a Canadian Claimant's Recognized Loss in accordance with paragraph 9 below. If the Canadian Claimant has a Recognized Loss greater than zero (0), they become an Authorized Canadian Claimant and the Canadian Claims Administrator will go on to calculate the Authorized Canadian Claimant's *pro rata* entitlement to compensation from the Canadian Net Settlement Fund. A Canadian Claimant with a Recognized Loss equal to or less than zero is not eligible for payment from the Canadian Net Settlement Fund.
- 7) Transfers of Tahoe shares between accounts belonging to the same Canadian Claimant will not be taken into account in determining a Canadian Claimant's Recognized Loss.

- 8) The date of acquisition or disposition shall be the trade date of the transaction, as opposed to the settlement date of the transaction or the payment date.
- 9) **A Canadian Claimant's Recognized Loss will be calculated as follows:**
- a) **There shall be no Recognized Loss for Tahoe shares that are not Tahoe Eligible Canadian Shares.**
  - b) **For Tahoe Eligible Canadian Shares disposed of on or before July 5, 2017, the Recognized Loss shall be zero.**
  - c) **For Tahoe Eligible Canadian Shares disposed of between July 6, 2017 and July 19, 2017 (inclusive), the Recognized Loss shall be the difference between the Acquisition Expense and Disposition Proceeds.**
  - d) **For Tahoe Eligible Canadian Shares disposed of on or after July 20, 2017, the Recognized Loss shall be the lesser of (i) and (ii):**
    - i) **The difference between the Acquisition Expense and Disposition Proceeds; and**
    - ii) **The difference between the Acquisition Expense and \$6.84<sup>1</sup>.**
  - e) **For Tahoe Eligible Canadian Shares that were exchanged for cash or shares of Pan American Silver Corp. in the Plan of Arrangement, the Recognized Loss shall be the difference between the Acquisition Expense and \$6.84<sup>2</sup>. For the purposes of this Plan of Allocation, the exchange of Tahoe Eligible Canadian**

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<sup>1</sup> The volume weighted average price of Tahoe's common shares on the Toronto Stock Exchange in the 10-days following the alleged public correction on July 5, 2017.

<sup>2</sup> *Ibid.*

**Shares for cash or shares of Pan American Silver Corp. in the Plan of Arrangement is deemed to have occurred on February 29, 2019 (the date Tahoe shares were delisted from the Toronto Stock Exchange).**

#### **CALCUATION OF MONETARY COMPENSATION AND DISTRIBUTION**

10) Each Authorized Canadian Claimant's actual compensation shall be the portion of the Canadian Net Settlement Fund equivalent to the ratio of their Recognized Loss to the total Recognized Loss of all Authorized Canadian Claimants multiplied by the Canadian Net Settlement Fund.

11) Compensation shall be paid to Authorized Canadian Claimants in Canadian currency.

12) The Canadian Claims Administrator shall not make payments to Authorized Canadian Claimants whose *pro rata* entitlement to payment from the Canadian Net Settlement Fund under this Plan of Allocation is less than CAD\$10.00. Such amounts shall instead be allocated *pro rata* to other Authorized Canadian Claimants in accordance with this Plan of Allocation.

13) The Canadian Claims Administrator shall make payment to an Authorized Canadian Claimant by either bank transfer or cheque at the address provided by the Authorized Canadian Claimant. If, for any reason, an Authorized Canadian Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Authorized Canadian Claimant, the Authorized Canadian Claimant shall forfeit the right to compensation and the funds shall be redistributed in accordance with this Plan of Allocation.

14) If, one hundred eighty (180) days from the date on which the Canadian Claims Administrator distributes the Canadian Net Settlement Fund to Authorized Canadian Claimants, the Canadian Escrow remains in a positive balance (whether due to tax refunds, uncashed cheques, or otherwise), the Canadian Claims Administrator shall, if economically feasible, reallocate such balance among the Authorized Canadian Claimants in an equitable and economic fashion. If, in the opinion of the Canadian Claims Administrator and Canadian Plaintiff's Counsel, it is not feasible to reallocate any remaining balance among the Authorized Canadian Claimants in an equitable and economic fashion, such balance shall be distributed to a *cy pres* recipient approved by the Canadian Court.

#### **CLAIMS PROCESS**

15) To be eligible for compensation, Canadian Settlement Class Member shall submit a completed Canadian Claim Form to the Canadian Claims Administrator on or before the Claims Bar Deadline.

16) The Canadian Claims Administrator shall review each Canadian Claim Form and verify that the Canadian Claimant is eligible for compensation from the Canadian Net Settlement Fund, as follows:

a) For a Canadian Claimant, the Canadian Claims Administrator shall be satisfied that the Canadian Claimant is a Canadian Settlement Class Member.

b) For a Canadian Claimant claiming on behalf of a Canadian Settlement Class Member or a Canadian Settlement Class Member's estate, the Canadian Claims Administrator shall be satisfied that:

- i) The Canadian Claimant has authority to act on behalf of the Canadian Settlement Class Member or the Canadian Settlement Class Member's estate in respect of financial affairs;
- ii) The person or estate on whose behalf the claim was submitted was a Canadian Settlement Class Member; and
- iii) The Canadian Claimant has provided all supporting documentation required by the Canadian Claim Form or alternative documentation acceptable to the Canadian Claims Administrator.

17) If, for any reason, a Canadian Claimant is unable to complete the Canadian Claim Form, then it may be completed by the Canadian Claimant's personal representative or a member of the Canadian Claimant's family duly authorized by the Canadian Claimant to the satisfaction of the Canadian Claims Administrator.

#### **IRREGULAR CLAIMS**

18) The claims process is intended to be expeditious, cost effective and "user friendly" to minimize the burden on Canadian Claimants. The Canadian Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume Canadian Claimants to be acting honestly and in good faith. The Canadian Claims Administrator shall use email for correspondence with Canadian Claimants to the maximum extent possible.

19) The Canadian Claims Administrator shall ensure that only Tahoe Eligible Canadian Shares are eligible for compensation under this Plan of Allocation. In making this determination, the ticker symbol in the transaction records provided by the claimant is determinative. If there is no ticker symbol in the transaction records provided, the



Canadian Claims Administrator will evaluate the claim holistically and determine whether a share is a Tahoe Eligible Canadian Share in their discretion.

20) For clarity, a person may be both a Canadian Settlement Class Member and U.S. Settlement Class Member but only the shares acquired over a Canadian exchange or trading platform or other non-U.S. and non-Canadian exchange or trading platform will be eligible for compensation from the Canadian Net Settlement Fund.

21) If the Canadian Claims Administrator in their review pursuant to paragraph 19 determines that a claimant is a U.S. Settlement Class Member and it appears that the claim was inadvertently submitted to the Canadian Claims Administrator instead of the U.S. Claims Administrator, then they shall forward the claim to the U.S. Claims Administrator and provide notice to the U.S. Settlement Class Member that they have done so. Similarly, if the U.S. Claims Administrator determines that a claimant is a Canadian Settlement Class Member and it appears that the claim was inadvertently submitted to the U.S. Claims Administrator instead of the Canadian Claims Administrator, then they shall forward the claim to the Canadian Claims Administrator and provide notice to the Canadian Settlement Class Member that they have done so. To facilitate this process, the U.S. Claims Administrator and the Canadian Claims Administrator will enter appropriate arrangements to protect the privacy and confidentiality of the information provided to them.

22) Where a Canadian Claim Form contains minor omissions or errors, the Canadian Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omissions is readily available to the Canadian Claims Administrator.

23) In order to remedy any deficiency in the completion of a Canadian Claim Form, the Canadian Claims Administrator shall request in writing that additional information be

submitted by a Canadian Settlement Class Member who submits a Canadian Claim Form. Such Canadian Class Members shall have until the later of sixty (60) days from the date of the request from the Canadian Claims Administrator or the Claims Bar Deadline to rectify the deficiency. Any person who does not respond to such a request for information within this period shall be forever barred from receiving any payments pursuant to the Settlement Agreement, subject to any order of the Canadian Court to the contrary, but will in all other respects be subject to and bound by the provisions of the Settlement Agreement and the releases contained therein.

24) The claims process is intended to prevent fraud and abuse. If, after reviewing any Canadian Claim Form, the Canadian Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Recognized Loss of the Canadian Claimant, then the Canadian Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Recognized Loss is allocated to the Canadian Claimant. If the Canadian Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Recognized Loss of the Canadian Claimant, then the Canadian Claims Administrator shall disallow the claim in its entirety.

25) Where the Canadian Claims Administrator disallows a claim in its entirety, they shall send to the Canadian Claimant, at the email or postal address provided by the Canadian Claimant or the Canadian Claimant's last known email or postal address, a notice advising that the claim has been disallowed and that the Canadian Claimant may request the Canadian Claims Administrator to reconsider its decision. For greater certainty, a Canadian Claimant is not entitled to a notice or a review where a claim is

allowed but the Canadian Claimant disputes the amount of his, her or its Recognized Loss or his, her or its individual compensation.

26) Any request for reconsideration must be received by the Canadian Claims Administrator within 45 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Canadian Claimant shall be deemed to have accepted the Canadian Claim Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.

27) Where a Canadian Claimant files a request for reconsideration with the Canadian Claims Administrator, the Canadian Claims Administrator shall advise Canadian Plaintiff's Counsel of the request and conduct an administrative review of the Canadian Claimant's complaint.

28) Following its determination in an administrative review, the Canadian Claims Administrator shall advise the Canadian Claimant of its determination ("**Reconsideration Decision Notice**"). In the event the Canadian Claims Administrator reverses a disallowance, the Canadian Claims Administrator shall send the Canadian Claimant, at the email or postal address provided by the Canadian Claimant or the Canadian Claimant's last known email or postal address, a notice specifying the revision to the Canadian Claims Administrator's disallowance.

29) The Canadian Claims Administrator's decision on a request for reconsideration will be binding upon the Canadian Claimant, subject to the Canadian Claimant's right to appeal, as outlined in paragraphs 30 to 37.

30) Where, following the determination of a request for reconsideration, the Canadian Claims Administrator continues to disallow a Canadian Claimant's claim in its entirety, the Canadian Claimant may appeal the disallowance. Any such appeal must be electronically submitted within thirty (30) days of the date of the Reconsideration Decision Notice.

31) There shall be no right of appeal:

- a) where a claim is allowed but the Canadian Claimant disputes the amount of his, her or its Recognized Loss or his, her or its individual compensation;
- b) in respect of claims filed after the Claims Bar Deadline; and
- c) in respect of claims entitled to compensation of \$50 or less pursuant to this Plan of Allocation.

32) Appeals will be determined by a bilingual arbitrator appointed by the Canadian Court. The arbitrator shall apply the rules provided herein to any appeals.

33) Appeals shall be on the basis of written submissions of the Canadian Claimant supported by any documentation provided to the Canadian Claims Administrator and any other material provided by the Canadian Claimant in support of the appeal. Notwithstanding the foregoing, the arbitrator, in his or her sole discretion, may request oral submissions to be made via teleconference or establish additional procedures to be followed during the appeal in cases where he or she determines that is warranted.

34) The arbitrator, in his or her sole discretion, may mediate the differences at any stage in the proceedings and, if mediation is unsuccessful, continue to arbitrate the appeal.

35) The costs of the arbitrator and to the Canadian Claims Administrator for a successful appeal will be paid from the Canadian Net Settlement Fund. For greater clarity, the Canadian Claimant shall have no entitlement to be repaid their costs (including any legal fees or disbursements) from a successful appeal.

36) The costs of the arbitrator and to the Canadian Claims Administrator for an unsuccessful appeal will be borne by the Canadian Claimant, subject to the discretion of the Canadian Claims Administrator.

37) The arbitrator's decision on the appeal is final and binding and shall not be subject to any further appeal or review whatsoever.

#### **ADDITIONAL RULES**

38) No action shall lie against Canadian Plaintiff's Counsel or the Canadian Claims Administrator for any decision made in the administration of the Settlement Agreement and the Plan of Allocation without an order from a Court authorizing such an action.

39) By agreement between the Canadian Claims Administrator and Canadian Plaintiff's Counsel, any deadline contained in this Plan of Allocation may be extended if, in their opinions, doing so will not adversely impact the efficient administration and it is in the interests of the Canadian Settlement Class to do so.

**EXHIBIT “3”**  
**CANADIAN PLAN OF NOTICE**

## PLAN OF NOTICE

Unless otherwise modified herein, the definitions set out in the Joint Stipulation and Agreement of Global Settlement of Two Related Securities Class Actions Pending in Different Jurisdictions dated \*\*\*, 2023 and the Canadian First Order apply.

***Part 1: Canadian First Notice will be disseminated by Canadian Plaintiff's Counsel and the Canadian Claims Administrator as follows:***

1. Long-form notice:
  - a. posted on the *Registre des actions collectives*;
  - b. posted, in English and French, by Canadian Plaintiff's Counsel on <https://www.siskinds.com/class-action/tahoe/> and by the Canadian Claims Administrator on its webpage dedicated to the Canadian Action; and
  - c. provided by Canadian Plaintiff's Counsel to any potential Canadian Settlement Class Member who has contacted Canadian Plaintiff's Counsel for the purposes of receiving notice of developments in the Canadian Action (by email or mail as the case may be);
2. Short-form notice:
  - a. disseminated as a news release across Canada NewsWire (in English and French);
  - b. sent to Institutional Shareholder Services Inc. (ISS);
  - c. published once in the business/legal section of *The Globe and Mail*, in English (1/8 page);
  - d. published once in the legal section of *La Presse*, in French (1/4 page);
  - e. published once in the business section of *Investor's Business Daily*, in English (1/8 page); and
  - f. sent, in English and in French, by the Canadian Claims Administrator to the brokerage firms in its proprietary databases asking them to email or mail the short-form notice to the attention of their clients who may be Canadian Settlement Class Members or asking for the contact information of the brokerage firm's clients who may be Canadian Settlement Class Members so that the Canadian Claims Administrator can send them the short-form notice directly; and

3. Internet banner:
  - a. published as a Google banner ad for approximately 500,000 impressions/views across Canada to an investor focused audience, in English and French, over 30 days.

***Part 2: Canadian Second Notice will be disseminated by Canadian Plaintiff's Counsel and the Canadian Claims Administrator as follows:***

1. Long-form notice:
  - a. posted on the *Registre des actions collectives*;
  - b. posted, in English and French, by Canadian Plaintiff's Counsel on <https://www.siskinds.com/class-action/tahoe/> and by the Canadian Claims Administrator on its webpage dedicated to the Canadian Action; and
  - c. provided by Class Plaintiff's Counsel to any potential Canadian Settlement Class Member who has contacted Canadian Plaintiff's Counsel for the purposes of receiving notice of developments in the Canadian Action (by email or mail as the case may be);
2. Short-form notice:
  - a. disseminated as a news release across Canada NewsWire (in English and French); and
  - b. sent to Institutional Shareholder Services Inc. (ISS).



**EXHIBIT “4”**  
**CANADIAN SECOND NOTICE (SHORT-FORM)**

*DRAFT TEXT (subject to design)*

<p><b>NOTICE OF SETTLEMENT APPROVAL</b></p>
<p><b>DID YOU ACQUIRE SECURITIES OF TAHOE RESOURCES INC.</b></p> <p><b>BETWEEN MAY 24, 2017 AND JULY 5, 2017 ON A CANADIAN STOCK EXCHANGE OR TRADING PLATFORM, OR ANY EXCHANGE OR TRADING PLATFORM OUTSIDE CANADA AND THE UNITED STATES?</b></p>
<p>The Ontario Superior Court of Justice approved a class action settlement for US\$13.5 million to resolve all claims asserted on behalf of persons who acquired Tahoe shares between May 24, 2017 and July 5, 2017 on any Canadian exchange (including the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States (“Canadian Class”). You are presumed a Canadian Class Member if you purchased Tahoe shares during this period and your trading records have the ticker symbol “THO” for those purchases.</p> <p>The settlement is a compromise of disputed claims and is not an admission of liability or wrongdoing by the defendants.</p> <p>To be eligible to obtain compensation from the settlement, Canadian Class Members must submit a Claim Form to the Canadian Claims Administrator at [administrator’s webpage] by [DATE].</p> <p>A U.S. Court has approved a separate settlement for US\$19.5 million on behalf of persons who purchased or otherwise acquired Tahoe common stock in the United States or on the NYSE between April 3, 2013 and August 24, 2017, inclusive (“U.S. Class”). You are presumed to be a member of the U.S. Class if you purchased Tahoe common stock during this period and your trading records have the ticker symbol “TAHO” for those purchases. If you are a member of the U.S. Class, visit [INSERT] for more information about that settlement.</p>
<p>For important information regarding the class action, to determine if you are a member of the Canadian Class, and to learn how to make a claim for compensation:</p> <ul style="list-style-type: none"> <li>• View the long-form notice at [insert hyperlink]</li> <li>• Call toll-free *** (North America)</li> <li>• Call XXXXXX (Outside North America)</li> </ul>
<p><b><i>The publication of this notice was authorized by the Superior Court of Justice of the Province of Ontario</i></b></p>

**EXHIBIT “5”**

**CANADIAN SECOND NOTICE (LONG-FORM)**

**TAHOE RESOURCES INC.  
CANADIAN SECURITIES CLASS ACTION**

**NOTICE OF SETTLEMENT APPROVAL**

**Read this notice carefully as it may affect your legal rights**

**THIS NOTICE IS TO:**

All persons and entities, wherever they may reside or be domiciled, who acquired securities of Tahoe Resources Inc. ("Tahoe") during the period from and including May 24, 2017 to and including July 5, 2017 ("Class Period") on any Canadian exchange (including, without limitation, the Toronto Stock Exchange) or any Canadian alternative trading system, or on any exchange or trading platform outside Canada and the United States, other than certain "Excluded Persons" ("Canadian Class" and "Canadian Class Members").

"Excluded Persons" are: Tahoe and Ronald W. Clayton (collectively, "Defendants"), and Tahoe's and Pan American Silver Corp.'s past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any member of Mr. Clayton's family. Also excluded from the Canadian Class is any person who or which timely and validly opted out of the Canadian Class.

You are presumed to be a Canadian Class Member if you purchased Tahoe shares during this period and your trading records have the ticker symbol "THO" for those purchases.

A settlement ("Canadian Settlement") has been reached in the securities class action in the Ontario Superior Court of Justice against Tahoe and its former CEO ("Canadian Action"). The Ontario Superior Court of Justice ("Canadian Court") has approved the Canadian Settlement. This notice contains important details about the Canadian Settlement and how to submit a claim for compensation from the Canadian Settlement.

**IMPORTANT DEADLINE TO FILE CLAIM FOR COMPENSATION**

**Claims Bar Deadline** (to file a claim for compensation): **[DATE]**

**IMPORTANT NOTE ABOUT THE SEPARATE U.S. SETTLEMENT**

A separate settlement ("U.S. Settlement") has been reached concurrently in the securities class action ("U.S. Action") in the United States District Court, District of Nevada ("U.S. Court") on behalf of persons who purchased or otherwise acquired Tahoe's common stock in the United States or on the New York Stock Exchange between April 3, 2013 and August 24, 2017, inclusive ("U.S. Class" and "U.S. Class Members"). You are presumed to be a U.S. Class Member if you purchased Tahoe common stock during this period and your trading records have the ticker symbol "TAHO" for those purchases

The U.S. Court has approved the U.S. Settlement.

If you qualify as both a U.S. Class Member and a Canadian Class Member, you must submit a claim for compensation from the settlement of the Canadian Action in respect of all purchases or acquisitions that qualify you as a Canadian Class Member, and you must separately submit a claim for compensation from the settlement of the U.S. Action in respect of all purchases or acquisitions that qualify you as a U.S. Class Member. You will only receive compensation from the settlement fund for the Canadian Settlement in respect of purchases or acquisitions that qualify you as a Canadian Class Member. Likewise, you will only receive compensation from the settlement fund for the U.S. Settlement in respect of purchases or acquisitions that qualify you as a U.S. Class Member.

U.S. Class Members should go to \*\*\* for important details on the U.S. Settlement, including how to submit a claim for compensation from the U.S. Settlement.

## THE NATURE OF THE CLAIMS ASSERTED

The Canadian Action arises out of litigation that was brought before the Guatemalan courts in May 2017 by CALAS, a Guatemalan non-profit organization, concerning Tahoe's Escobal mining project in Guatemala. The Canadian Action asserts that a press release issued by Tahoe on May 24, 2017 did not provide adequate disclosure about the CALAS litigation, including the risk of a suspension of the exploitation license for the Escobal mine arising from the CALAS litigation. On July 5, 2017, Tahoe disclosed that the Supreme Court of Guatemala had provisionally suspended Tahoe's exploitation license. It is alleged that, because of the misrepresentations, Canadian Class Members paid too much when they acquired Tahoe's securities during the Class Period and suffered damages after the alleged misrepresentations were publicly corrected on July 5, 2017.

On behalf of the Canadian Class, the Canadian Action asserts claims under Part XXIII.1 of Ontario's *Securities Act* and, if necessary, the equivalent provisions of the securities legislation of other provinces. Additionally, the Canadian Action advances claims in common law negligent misrepresentation.

## SETTLEMENT APPROVAL, FEE APPROVAL AND OTHER MATTERS

On \*\*\*, 2023, the Canadian Court approved the Canadian Settlement. The Canadian Settlement provides for the payment of USD\$13,500,000 ("Canadian Settlement Amount") in consideration of the full and final settlement of the claims of Canadian Class Members. The Canadian Settlement Amount includes all legal fees, the funder's commission, taxes and administrative expenses.

A condition of the Settlement Agreement was its approval by the U.S. Court. The U.S. Court approved the Settlement Agreement on \*\*\*, 2023.

The Settlement Agreement provides that when approved by the Canadian Court and U.S. Court, the claims of Canadian Class Members (who did not opt out) asserted or that could have been asserted in the Canadian Action will be fully and finally released, and the Canadian Action will be dismissed.

The Settlement Agreement is not an admission of liability, wrongdoing or fault on the part of the Defendants, all of whom have denied, and continue to deny, the allegations against them.

The Canadian Court awarded Siskinds LLP, Canadian Plaintiff's Counsel, total legal fees in the amount of \$\*\*\*, plus disbursements of \$\*\*\*\*, plus HST. As is customary in such cases, Class Counsel conducted the class action on a contingent fee basis. Canadian Plaintiff's Counsel was not paid as the matter proceeded and funded the expenses of conducting the litigation. Canadian Plaintiff's Counsel's fees will be deducted from the Canadian Settlement Amount before it is distributed to Class Members.

A funding agreement between the Canadian Plaintiff and Claims Funding Australia Pty Ltd. as trustee for the Claims Funding Australia Discretionary Trust ("Canadian Funder") was previously approved by the Canadian Court on July 20, 2021. Amounts owing to the Canadian Funder will be deducted from the amounts to be distributed to the Canadian Class Members before the actual distribution.

Expenses incurred or payable relating to approval, notification, implementation and administration of the Settlement ("Administration Expenses") will also be paid from the Canadian Settlement Amount before it is distributed to Canadian Class Members.

The Canadian Court also approved the payment of an honorarium to the Canadian Plaintiff in the amount of \$\*\*\*. The honorarium will be deducted from the Canadian Settlement Amount before it is distributed to Canadian Class Members.

## SUBMITTING A CLAIM FOR COMPENSATION FROM THE CANADIAN SETTLEMENT

Canadian Class Members will be eligible for compensation if they submit a completed Claim Form, including any supporting documentation, with the Canadian Claims Administrator, and their claim satisfies the criteria set out in the Canadian Plan of Allocation.

To be eligible for compensation, Canadian Class Members must submit their Claim Form **no later than \*\*\*** (“Claims Bar Deadline”). Only Canadian Class Members who have not opted out of the Canadian Action are permitted to recover from the Canadian Settlement.

The most efficient way to file a claim is to visit the Canadian Claims Administrator’s website at \*\*\* and file an online claim. The website provides step by step instructions on how to file a claim. In order to verify claims, the Canadian Claims Administrator will require supporting documentation, including brokerage statements or confirmations evidencing the claimed transactions. Accordingly, Canadian Class Members should visit the Canadian Claims Administrator’s site as soon as possible so that they have time to obtain the required documentation prior to the Claims Bar Deadline.

While online claims are recommended and preferred, the Canadian Claims Administrator will also accept Claim Forms filed by mail or courier. To obtain a copy of the Claim Form, Canadian Class Members may contact the Canadian Claims Administrator to have one sent by email or regular mail. Claim Forms sent by mail or courier should be sent to:

\*\*\*

If you have questions about how to complete or file a Claim Form, the documentation required to support a claim, or whether you are a Canadian Class Member or U.S. Class Member (or both), please contact the Canadian Claims Administrator using the contact details in this notice.

### **ADDITIONAL INFORMATION**

This notice has been approved by the Ontario Superior Court of Justice. The Court offices cannot answer any questions about the matters in this notice. The Orders of the Court and other information in both languages are available on Canadian Plaintiff’s Counsel’s website at <https://www.siskinds.com/class-action/tahoe/> or the Canadian Claims Administrator’s website at \*\*\*.

Questions relating to the Canadian Action may be directed to the Canadian Claims Administrator or Canadian Plaintiff’s Counsel:

[Claims admin info]

Garett Hunter  
Siskinds LLP  
275 Dundas Street, Unit 1, P.O. Box 2520, London, ON N6B 3L1  
Tel: (519) 660-7802  
Email: [garett.hunter@siskinds.com](mailto:garett.hunter@siskinds.com)

If you require assistance in the French language, please contact the Canadian Claims Administrator or Canadian Plaintiff’s Counsel using the contact details above and we will direct your inquiry to an appropriate person.

***The publication of this notice was authorized by the Ontario Superior Court of Justice***



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**ONTARIO  
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

Proceeding under the *Class Proceedings Act, 1992*

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**ORDER**

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**Siskinds LLP**

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