

1
2
3
4
5
6
7
8
9
10
11
12 UNITED STATES DISTRICT COURT
13 SOUTHERN DISTRICT OF CALIFORNIA

14 NORMAN WILHOITE and JUDITH
15 WILHOITE, derivatively on behalf of
16 TUSIMPLE HOLDINGS, INC.,
17 Plaintiffs,

18 vs.

19 XIAODI HOU, MO CHEN, CHENG
20 LU, GUOWEI "CHARLES" CHAO,
21 and HYDRON, INC.,
22 Defendants,

23 - and -

24 TUSIMPLE HOLDINGS, INC.,
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188

1 WHEREAS, a consolidated stockholder derivative action is pending in this
2 Court entitled *Wilhoite, et al. v. Hou, et al.*, Case No. 3:23-cv-02333-BEN-MSB
3 (the “California Action”);

4 WHEREAS, (a) plaintiffs in the California Action: Norman Wilhoite and
5 Judith Wilhoite (the “California Plaintiffs”), derivatively on behalf of TuSimple
6 Holdings, Inc. (“TuSimple” or the “Company”); (b) settling defendants in the
7 California Action: Guowei “Charles” Chao, Cheng Lu, Mo Chen, and Hydron, Inc.
8 (“Hydron”) and Nominal Defendant TuSimple (collectively, the “Settling
9 California Defendants”); (c) plaintiffs in the consolidated stockholder derivative
10 action pending in the Court of Chancery of the State of Delaware (the “Delaware
11 Court”), captioned as *In re TuSimple Holdings, Inc. Stockholder Litigation*, C.A.
12 No. 2022-1095-PAF (the “Delaware Action” and, together with the California
13 Action, the “Actions”): Jason Nusbaum and Richard A. Green (collectively, the
14 “Delaware Plaintiffs” and, together with the California Plaintiffs, “Plaintiffs”);
15 (d) settling defendants in the Delaware Action: Mo Chen, Brad Buss, Karen
16 Francis, Reed Werner, and Hydron and Nominal Defendant TuSimple
17 (collectively, the “Settling Delaware Defendants” and, together with the Settling
18 California Defendants, “Settling Defendants”); and (e) the Special Litigation
19 Committee (the “SLC”) of the Board of Directors of TuSimple, acting for and on
20 behalf of TuSimple (Plaintiffs, Settling Defendants, and the SLC, together, the
21 “Settling Parties”), have reached a proposed settlement on the terms and conditions
22 set forth in the Stipulation of Settlement dated December 18, 2024 (the
23 “Stipulation”) subject to the approval of this Court (the “Settlement”).

24 WHEREAS, the Court has read and considered: (a) the California Plaintiffs’
25 motion for preliminary approval of the Settlement and authorization to send notice
26 of the Settlement to TuSimple stockholders, and the papers filed and arguments
27 made in connection therewith; and (b) the Stipulation and the exhibits attached
28

1 thereto; and

2 WHEREAS, unless otherwise defined herein, all capitalized words
3 contained herein shall have the same meanings as they have in the Stipulation;

4 NOW THEREFORE, IT IS HEREBY ORDERED:

5 1. **Preliminary Approval of the Settlement** – The Court hereby
6 preliminarily approves the Settlement, as embodied in the Stipulation, subject to
7 further consideration at the Settlement Fairness Hearing to be held as described
8 below.

9 2. **Settlement Fairness Hearing** – The Court will hold a hearing (the
10 “Settlement Fairness Hearing”) on **Wednesday July 9, 2025 at 10:30 a.m.** at the
11 United States District Court for the Southern District of California, Courtroom 5A
12 of the Edward J. Schwartz United States Courthouse, 221 West Broadway, San
13 Diego, CA 92101, for the following purposes: (a) to determine whether the
14 California Plaintiffs and California Plaintiffs’ Lead Counsel have adequately
15 represented the interests of TuSimple and its stockholders; (b) to determine
16 whether the proposed Settlement on the terms and conditions provided for in the
17 Stipulation is fair, reasonable, and adequate to TuSimple and its stockholders, and
18 should be approved by the Court; (c) to determine whether the Judgment,
19 substantially in the form attached as Exhibit B to the Stipulation, should be entered
20 dismissing the California Action with prejudice; (d) to determine whether the
21 application by Plaintiffs’ Lead Counsel for an award of attorneys’ fees and
22 expenses, including any award payments (“Service Awards”) to the Plaintiffs (the
23 “Fee and Expense Application”), should be approved; and (e) to consider any other
24 matters that may properly be brought before the Court in connection with the
25 Settlement.

26 3. The Court reserves the right to adjourn the Settlement Fairness
27 Hearing or to hold the Settlement Fairness Hearing or any adjournment thereof
28

1 telephonically or by Zoom, including the consideration of the Fee and Expense
2 Application, without further notice of any kind other than oral announcement at the
3 Settlement Fairness Hearing or any adjournment thereof. The Court further
4 reserves the right to approve the Stipulation and the Settlement, at or after the
5 Settlement Fairness Hearing, with such modifications as may be consented to by
6 the Settling Parties and without further notice to TuSimple stockholders. The
7 Court may, for good cause, extend any of the deadlines set forth in this Order
8 without further notice to TuSimple stockholders.

9 4. **Manner of Giving Notice** – Notice of the Settlement and the
10 Settlement Fairness Hearing shall be given by TuSimple as follows:

11 (a) no later than five (5) Business Days following the date of entry
12 of this Order (the “Notice Date”), TuSimple shall cause a copy of the
13 Postcard Notice, substantially in the form attached hereto as Exhibit 3, to be
14 emailed or mailed by First-Class Mail (where email addresses are not
15 available) to all record and beneficial holders of TuSimple common stock
16 known to TuSimple as of October 28, 2024, the record date for the
17 Company’s 2024 annual shareholder meeting;

18 (b) no later than the Notice Date, TuSimple shall post a copy of the
19 Notice of Pendency and Proposed Settlement of Derivative Actions (the
20 “Notice”), substantially in the form attached hereto as Exhibit 1, and the
21 Stipulation on the “Investor Relations” section of the Company’s website,
22 <https://ir.tusimple.com/overview/default.aspx>, and such documents shall
23 remain posted to that website through the Effective Date of the Settlement;

24 (c) not later than ten (10) Business Days after the Notice Date,
25 TuSimple shall cause the Summary Notice of Pendency and Proposed
26 Settlement of Derivative Actions (the “Summary Notice”), substantially in
27 the form attached hereto as Exhibit 2, on two separate occasions in the
28

1 national edition of *The Wall Street Journal* and on one occasion over the PR
2 Newswire; and

3 (d) not later than thirty-five (35) calendar days prior to the
4 Settlement Fairness Hearing, TuSimple's Counsel shall serve on California
5 Plaintiffs' Lead Counsel and file with the Court proof, by affidavit or
6 declaration, of compliance with paragraphs 4(a)-(c) above.

7 5. **Approval of Form and Content of Notice** – The Court (a) approves,
8 as to form and content, the Notice, the Summary Notice, and the Postcard Notice,
9 attached hereto as Exhibits 1, 2, and 3, respectively, and (b) finds that the mailing
10 or emailing of the Postcard Notice and publishing of the Notice and the Summary
11 Notice in the manner and form set forth in paragraph 4 of this Order:
12 (i) constitutes notice that is reasonably calculated, under the circumstances, to
13 apprise TuSimple stockholders of the pendency of the Actions, of the effect of the
14 proposed Settlement (including the releases to be provided thereunder), of the Fee
15 and Expense Application, of their right to object to the Settlement and/or the Fee
16 and Expense Application, and of their right to appear at the Settlement Fairness
17 Hearing; (iii) constitutes due, adequate and sufficient notice to all persons and
18 entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the
19 requirements of Rule 23.1 of the Federal Rules of Civil Procedure, the United
20 States Constitution (including the Due Process Clause), and all other applicable
21 law and rules. The date and time of the Settlement Fairness Hearing shall be
22 included in the Postcard Notice, Notice, and Summary Notice before those notices
23 are distributed or published.

24 6. **Appearance and Objections at Settlement Fairness Hearing** – Any
25 TuSimple stockholder who or which continues to hold shares of TuSimple
26 common stock as of the date of the Settlement Fairness Hearing, may enter an
27 appearance in the California Action at his, her, or its own expense, individually or
28

1 through counsel of his, her, or its own choice, by filing a notice of appearance with
2 the Clerk of the Court no later than twenty-one (21) calendar days prior to the
3 Settlement Fairness Hearing. Copies of any notices of appearance must also be
4 served (by hand, first class mail, or express service) on California Plaintiffs' Lead
5 Counsel and TuSimple's Counsel, at the addresses set forth in paragraph 7 below,
6 such that it is received no later than twenty-one (21) calendar days prior to the
7 Settlement Fairness Hearing, or as the Court may otherwise direct. Any TuSimple
8 stockholder who or which does not enter an appearance will be represented by
9 California Plaintiffs' Lead Counsel and shall be deemed to have waived and
10 forfeited any and all rights he, she, or it may otherwise have to appear separately at
11 the Settlement Fairness Hearing. TuSimple's Counsel shall promptly forward any
12 notices of appearance received to counsel for each of the other Defendants.

13 7. Any TuSimple stockholder who or which continues to hold shares of
14 TuSimple common stock as of the date of the Settlement Fairness Hearing may file
15 a written objection to the proposed Settlement and/or the Fee and Expense
16 Application with the Clerk of the Court in accordance with the requirements set
17 forth in paragraph 8 below, and may appear and show cause, if he, she, or it has
18 any cause, why the proposed Settlement and/or the Fee and Expense Application
19 should not be approved; *provided, however*, that, unless otherwise directed by the
20 Court for good cause shown, no such person or entity shall be heard or entitled to
21 contest the approval of the terms and conditions of the proposed Settlement and/or
22 the Fee and Expense Application, unless that person or entity has filed a written
23 objection with the Clerk of the Court and served (by hand, first class mail, or
24 express service) copies of such objection on California Plaintiffs' Lead Counsel
25 and TuSimple's Counsel at the addresses set forth below, such that they are
26 received no later than twenty-one (21) calendar days prior to the Settlement
27
28

1 Fairness Hearing. TuSimple's Counsel shall promptly forward any objections
2 received to counsel for each of the other Defendants.

3 **California Plaintiffs' Lead Counsel:**

4 Jeroen van Kwawegen
5 Bernstein Litowitz Berger & Grossmann LLP
6 1251 Avenue of the Americas
7 New York, NY 10020

8 Francis A. Bottini, Jr.
9 Albert Y. Chang
10 Bottini & Bottini, Inc.
11 7817 Ivanhoe Avenue, Suite 102
12 La Jolla, CA 92037

13 **TuSimple's Counsel:**

14 Robert Kingsley Smith
15 Wilmer Cutler Pickering Hale and Dorr LLP
16 60 State Street
17 Boston, MA 02109

18 8. Any objections, filings, and other submissions must: (a) state the
19 name, address, and telephone number of the objector and, if represented by
20 counsel, the name, address, and telephone number of his, her, or its counsel; (b) be
21 signed by the objector; (c) state that the objection is being filed with respect to
22 "*Wilhoite, et al. v. Hou, et al.*, Case No. 3:23-cv-02333-BEN-MSB (S.D. Cal.)";
23 (d) contain a specific, written statement of the objection(s) and the specific
24 reason(s) for the objection(s), including any legal and evidentiary support the
25 objector wishes to bring to the Court's attention, and if the objector has indicated
26 that he, she, or it intends to appear at the Settlement Fairness Hearing, the identity
27 of any witnesses the objector may call to testify and any exhibits the objector
28 intends to introduce into evidence at the hearing; and (e) include (i) documentation
sufficient to prove the date on which the objector acquired shares of TuSimple

1 common stock, (ii) documentation sufficient to prove that the objector continues to
2 hold shares of TuSimple common stock as of the date of filing of the objection,
3 and (iii) a statement that the objector will continue to hold shares of TuSimple
4 common stock as of the date of the Settlement Fairness Hearing. Documentation
5 establishing ownership of TuSimple common stock must consist of copies of an
6 official brokerage account statement, a screen shot of an official brokerage
7 account, or an authorized statement from the objector's broker containing the
8 information found in an account statement. The Settling Parties are authorized to
9 request from any objector additional information or documentation sufficient to
10 prove his, her, or its holdings of TuSimple common stock.

11 9. Unless the Court orders otherwise, any person or entity who or which
12 does not make his, her, or its objection in the manner provided herein shall: (a) be
13 deemed to have waived and forfeited his, her, or its right to object, including any
14 right of appeal, to any aspect of the proposed Settlement or the Fee and Expense
15 Application; (b) be forever barred and foreclosed from objecting to the fairness,
16 reasonableness, or adequacy of the Settlement, the Judgment to be entered
17 approving the Settlement, or the attorneys' fees and expenses requested or awarded
18 including any Service Awards to the Plaintiffs; and (c) be deemed to have waived
19 and forever barred and foreclosed from being heard, in this or any other
20 proceeding, including on any appeal, with respect to any matters concerning the
21 Settlement or the requested or awarded attorneys' fees and expenses, including any
22 Service Awards to the Plaintiffs.

23 10. **Stay and Temporary Injunction** – Until otherwise ordered by the
24 Court, the Court stays all proceedings in the California Action other than
25 proceedings necessary to carry out or enforce the terms and conditions of the
26 Stipulation. Pending final determination of whether the Settlement should be
27 approved, the Court (a) bars and enjoins the commencement or prosecution of any
28

1 action asserting any Released Plaintiffs Claims against any of the Released
2 Defendants Persons; and (b) bars and enjoins the commencement or prosecution of
3 any action asserting any Released Plaintiffs Claims against any of the Released
4 Defendants Persons.

5 11. **Notice Costs** – TuSimple shall assume all administrative
6 responsibility for and shall pay any and all Notice Costs, regardless of whether the
7 Court approves the Settlement or the Effective Date fails to occur. Neither
8 Plaintiffs nor their counsel shall be responsible for any Notice Costs nor shall any
9 Notice Costs be paid from the Settlement Fund.

10 12. **Settlement Fund** – The contents of the Settlement Fund held in the
11 Escrow Account by Citibank, N.A. (which the Court approves as the escrow agent
12 for the Settlement Fund) shall be deemed and considered to be *in custodia legis* of
13 the Court, and shall remain subject to the jurisdiction of the Court, until such time
14 as they shall be paid out of the Escrow Account pursuant to the terms of the
15 Stipulation and/or further order(s) of the Court.

16 13. **Taxes** – California Plaintiffs’ Lead Counsel are authorized and
17 directed to prepare any tax returns and any other tax reporting form for or in
18 respect to the Settlement Fund held in the Escrow Account, to pay from the
19 Settlement Fund held in the Escrow Account any Taxes owed with respect to the
20 Settlement Fund, and to otherwise perform all obligations with respect to Taxes
21 and any reporting or filings in respect thereof without further order of the Court in
22 a manner consistent with the provisions of the Stipulation.

23 14. **Use of this Order** – Neither this Order, the Settlement, the Term
24 Sheet, the Stipulation (whether or not consummated), including the Exhibits
25 thereto; the negotiations leading to the execution of the Term Sheet, the
26 Stipulation, or the Settlement; nor any proceedings, communications, drafts,
27 documents, or agreements taken pursuant to or in connection with the Term Sheet,
28

1 the Stipulation, and/or approval of the Settlement (including any arguments
2 proffered in connection therewith): (a) shall be offered or received against or to the
3 prejudice of any Released Defendants Persons as evidence of or construed as or
4 deemed to be evidence of any presumption, concession, finding, or admission by
5 any Released Defendants Persons of the truth of any allegations by Plaintiffs or the
6 validity of any claim that has been or could have been asserted in the Actions, or the
7 deficiency of any defense that has been or could have been asserted in the Actions or
8 in any other litigation, including, but not limited to, litigation of the Released
9 Plaintiffs Claims, or of any liability, damages, negligence, fault, omission, or
10 wrongdoing of any kind of any of the Released Defendants Persons or in any way
11 referred to for any other reason as against any of the Released Defendants Persons,
12 in any civil, criminal, or administrative action or proceeding, other than such
13 proceedings as may be necessary to effectuate the provisions of the Stipulation;
14 (b) shall be offered or received against or to the prejudice of the Released Plaintiffs
15 Persons as evidence that Plaintiffs' claims in any way lack merit or the validity of
16 any affirmative defense that has been or could have been asserted in the Actions,
17 including, but not limited to, litigation of the Released Plaintiffs Claims; (c) shall
18 be offered or received against or to the prejudice of any Released Defendants
19 Persons as evidence of a presumption, concession, or admission of any fault,
20 misrepresentation, scheme, or omission with respect to any statement or written
21 document approved or made by any Released Defendants Persons, or against the
22 Released Plaintiffs Persons as evidence of any infirmity in the claims of Plaintiffs;
23 (d) shall be offered or received against or to the prejudice of any Released
24 Defendants Persons as evidence of a presumption, concession, or admission of any
25 liability, damages, negligence, fault, omission, or wrongdoing, or in any way
26 referred to for any other reason as against any of the parties to the Stipulation, in
27 any other civil, criminal, or administrative action or proceeding in any court,
28

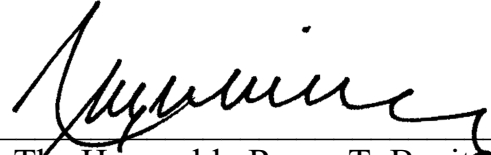
1 administrative agency, or other tribunal; provided, however, that if the Stipulation
2 is approved by the Court, Defendants and the Released Defendants Persons may
3 refer to it to effectuate the release granted them under the Stipulation; or (e) shall
4 be construed against the Released Defendants Persons or the Released Plaintiffs
5 Persons as evidence of a presumption, concession, or admission that the
6 consideration to be given under the Stipulation represents the amount which could
7 be or would have been recovered after trial or in any proceeding other than the
8 Settlement.

9 15. **Termination of Settlement** – If the Settlement is terminated as
10 provided in the Stipulation, the Settlement is not approved, or the Effective Date of
11 the Settlement otherwise fails to occur, this Order shall be vacated, rendered null
12 and void, and be of no further force and effect, except as otherwise provided by the
13 Stipulation, and this Order shall be without prejudice to the rights of the Settling
14 Parties or any TuSimple stockholders, and the parties to the Actions shall be
15 restored to their respective positions in the Actions as of immediately prior to the
16 execution of the Term Sheet on September 19, 2024.

17 16. **Supporting Papers** – California Plaintiffs’ Lead Counsel shall file
18 and serve the opening papers in support of the proposed Settlement and the Fee
19 and Expense Application no later than thirty-five (35) calendar days prior to the
20 Settlement Fairness Hearing; and reply papers, if any, shall be filed and served no
21 later than seven (7) calendar days prior to the Settlement Fairness Hearing.

22 17. The Court retains jurisdiction to consider all further applications
23 arising out of or connected with the proposed Settlement.
24
25
26
27
28

1 SO ORDERED this 16th day of April, 2025.

2
3
4
5 

6 The Honorable Roger T. Benitez
7 United States District Judge
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28