

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

IN RE ILLUMINA, INC.
SECURITIES LITIGATION

Case No. 3:16-cv-03044-L-MSB

**NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF
CLASS ACTION**

TO: ALL PERSONS OR ENTITIES who purchased or otherwise acquired A LEGAL OR BENEFICIAL OWNERSHIP INTEREST IN Illumina, INC.'s common stock between July 26, 2016 and October 10, 2016, inclusive (the "Class Period").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS CONSOLIDATED ACTION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE PROCEEDS OF THE SETTLEMENT, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM ("PROOF OF CLAIM") **POSTMARKED OR SUBMITTED ONLINE NO LATER THAN APRIL 27, 2020.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Securities and Time Period: Illumina Inc. ("Illumina") Common Stock purchased or otherwise acquired between July 26, 2016 and October 10, 2016, inclusive (the "Class Period").

Description of the Consolidated Action and the Settlement Class: The Settlement¹ resolves class action litigation over whether Illumina, and certain Illumina executives, made materially false or misleading statements or omissions to investors concerning, among other things, Illumina's July 26, 2016 earnings guidance, which projected that the Company would earn revenue of between \$625 million and \$630 million in the third quarter of 2016 and projected

¹ This Notice incorporates by reference the definitions in the Stipulation and Agreement of Settlement, dated June 11, 2019 (the "Settlement" or "Stipulation"), and all capitalized terms used but not defined herein shall have the same meanings as in the Settlement. A copy of the Settlement can be obtained at www.IlluminaSecuritiesSettlement.com.

approximately 12% revenue growth and non-GAAP earnings per diluted share of \$3.48 to \$3.58 for the fiscal year 2016. The Settlement Class consists of:

all persons or entities who purchased or otherwise acquired a legal or beneficial ownership interest in Illumina's common stock between July 26, 2016 through October 10, 2016, inclusive. Excluded from the Settlement Class are (i) any putative Settlement Class Members who exclude themselves by filing a timely and valid request for exclusion in accordance with the requirements set forth in the Notice; (ii) Defendants and their family members; (iii) any entity in which Defendants have or had a controlling interest; (iv) the officers and directors of Illumina during the Class Period; and (iv) the legal representatives, agents, executors, successors, or assigns of any of the foregoing excluded persons or entities, in their capacities as such.

Settlement Fund: Subject to Court approval, a Settlement fund of \$13,850,000 total in cash will be established pursuant to the Settlement. If you participate in the Settlement by timely submitting a valid Proof of Claim Form, your recovery will depend on the amount of Illumina Common Stock you purchased or otherwise acquired during the Class Period, the price(s) at which that stock was purchased or acquired, the timing of your purchase(s) or acquisition(s), and any sales. Depending on the number of eligible securities that participate in the Settlement and when and at what price those securities were purchased or acquired and sold, Plaintiffs estimate the average cash recovery per share of Illumina Common Stock will be approximately \$1.67 (assuming claims representing all damaged shares are filed) before deduction of court-approved fees and expenses and any other awards or payments.

Reasons for Settlement: The principal reason for the settlement is the benefit to be provided to the Settlement Class now. This benefit must be compared to the costs and risks associated with continued litigation, including the danger of no recovery for Settlement Class Members after a contested trial and likely appeals, possibly years into the future.

If the Class Action Had Not Settled: Continuing with the case could have resulted in dismissal or loss at trial. The parties disagree about both liability and damages and do not agree on the amount of damages that would be recoverable even assuming the Settlement Class prevailed on each claim alleged. Defendants deny Plaintiffs' allegations that they made materially misleading statements or omissions and further deny that they are liable to Plaintiffs and/or the Settlement Class or that Plaintiffs or other members of the Settlement Class suffered any damages. Moreover, the parties do not agree on the likelihood that Plaintiffs and/or the Settlement Class would be able to prevail at trial or the amount of damages that potentially would be recoverable if Plaintiffs and/or the Settlement Class were to prevail on any or all of

their claims. The issues about which the two sides disagree include, but are not limited to: (1) whether, and the extent to which, various statements made by Defendants were materially false or misleading or actionable under the securities laws; (2) whether any Defendants intended to mislead investors; (3) whether, and the extent to which, various alleged statements and/or omissions influenced the trading price of Illumina stock during the relevant period; (4) whether Illumina stock prices were artificially inflated during the relevant period; and (5) the amount of such inflation, if any.

Attorneys' Fees and Expenses: Lead Counsel has not received any payment for their work investigating the facts, conducting this litigation, or negotiating the settlement on behalf of Plaintiffs and the Settlement Class. Court-appointed Lead Counsel will ask the Court for an award of attorneys' fees not to exceed 25% (\$3,462,500) from the Settlement Fund and reimbursement of out-of-pocket litigation expenses not to exceed \$180,000 to be paid from the Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per share of Common Stock will be approximately \$0.44. If approved, Plaintiffs estimate the average cash recovery per share of Common Stock will be approximately \$1.23 net attorneys' fees and expenses (assuming claims representing all damaged shares are filed).

Deadlines:

Submit Claim:	April 27, 2020
Request Exclusion:	March 23, 2020
File Objection:	March 23, 2020
Court Hearing on Fairness of Settlement:	April 20, 2020

More Information: www.IlluminaSecuritiesSettlement.com or

Claims Administrator:

Illumina, Inc. Securities Litigation
c/o JND Legal Administration
P.O. Box 91086
Seattle, WA 98111-9186

Lead Counsel:

Nicholas I. Porritt, Esq.
Levi & Korsinsky, LLP
1101 30th Street, N.W., Suite 115
Washington, D.C. 20007
nporritt@zlk.com

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
REMAIN A MEMBER OF THE CLASS AND FILE A PROOF OF CLAIM FORM.	This is the only way to receive a payment. If you wish to obtain a payment as a member of the Settlement Class, you will need to file a proof of claim form (the “Proof of Claim Form”), which is included with this Notice, <i>postmarked or submitted online no later than APRIL 27, 2020.</i>
EXCLUDE YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS <i>POSTMARKED</i> NO LATER THAN MARCH 23, 2020	If you exclude yourself from the Settlement Class, you will receive no payment pursuant to this Settlement. You may be able to seek recovery against Defendants or other Released Parties through other litigation.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>POSTMARKED</i> NO LATER THAN MARCH 23, 2020.	Write to the Court and explain why you do not like the Settlement, the proposed Plan of Allocation, or the request for attorneys’ fees and reimbursement of Litigation Expenses. You cannot object to the Settlement unless you are a member of the Settlement Class and do not validly exclude yourself.
GO TO THE HEARING ON APRIL 20, 2020 AT 10:30 A.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>POSTMARKED</i> NO LATER THAN MARCH 23, 2020.	You may attend the hearing to speak in Court about the fairness of the Settlement, the proposed Plan of Allocation, or Lead Counsel’s request for attorneys’ fees and reimbursement of Litigation Expenses. You cannot object to the Settlement unless you are a member of the Settlement Class and do not validly exclude yourself.
DO NOTHING	Receive no payment, remain a Settlement Class Member, give up your rights to seek recovery against Defendants and the other Released Parties through other litigation and be bound by the Judgment entered by the Court if it approves the Settlement, including the release of the Released Claims.

These rights and options – *and the deadlines to exercise them* – are explained in this Notice.

The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why Did I Get This Notice Package?

You or someone in your family may have purchased or acquired Illumina Common Stock between July 26, 2016 and October 10, 2016.

The Court ordered that this Notice be sent to you because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of California, and the case is known as *In re Illumina Inc. Securities Litigation*, 3:16-CV-03044 (S.D. Cal.). The individuals responsible for prosecuting this action, Anton Agoshkov (individually and as the putative assignee of the claims of Natissisa Enterprises Ltd.), Branden Van Der Wall, and Steven Romanoff, are called Plaintiffs, and the companies and the individuals they sued, Illumina, as well as Francis deSouza and Marc Stapley, are called Defendants. Defendants have agreed to settle the claims made in this case.

The Final Approval Hearing will be held on April 20, 2020, at 10:30 a.m., before the Honorable M. James Lorenz, United States District Judge, at the Edward J. Schwartz Courthouse, 221 West Broadway, Courtroom 5B, San Diego, CA 92101, for the purpose of determining, among other things:

- (1) whether the proposed Settlement of the securities class action claims asserted in this Consolidated Action, pursuant to which Illumina, Inc., on behalf of all Defendants, will cause to be deposited into a Settlement Fund the combined sum of \$13,850,000.00 in cash in exchange for the dismissal of the Consolidated Action with prejudice and a release of all claims against Defendants and other Released Parties, should be approved by the Court as fair, reasonable, and adequate;

- (2) whether the Court should grant final certification of the Consolidated Action as a class action for settlement purposes and confirm the appointments of Class Representatives and Lead Counsel;
- (3) whether the Consolidated Action should be dismissed on the merits with prejudice as set forth in the Stipulation and Agreement of Settlement dated June 11, 2019 (the “Settlement” or “Stipulation”);
- (4) whether the Court should permanently enjoin the assertion of any claims that arise from or relate to the subject matter of the Consolidated Action;
- (5) whether the application for the payment of attorneys’ fees and expenses to be submitted by Lead Counsel should be approved;
- (6) whether the Plan of Allocation is fair and reasonable to the members of the Settlement Class; and
- (7) whether any application for compensatory awards to be submitted by Plaintiffs should be approved.

2. What is this Lawsuit About?

Plaintiffs allege that Illumina and certain of its current executive officers violated the federal securities laws by making false and misleading statements and/or omitting statements of material fact regarding Illumina’s revenue and earnings estimates for the third quarter of 2016 and the fiscal year 2016. Defendants filed a motion to dismiss the Consolidated Action, which the Court granted in part and denied in part on January 22, 2018.

Defendants deny any and all of the claims and contentions of wrongdoing alleged by Plaintiffs in the litigation and maintain that they have at all times acted in good faith and in compliance with their legal obligations, including any obligations under the federal securities laws. Defendants contend that they did not make any materially false or misleading statements, that they disclosed all material information required to be disclosed, and that any alleged misstatements or omissions were not made with the requisite intent or knowledge of wrongdoing. Defendants also contend that any losses suffered by members of the Settlement Class were not caused by any false or misleading statements or any other act or omission by Defendants and/or were caused by other events. Defendants have agreed to settle this Consolidated Action, without any admission of liability whatsoever, solely to avoid the expense, distraction, and uncertainty of further litigation.

3. Why Is This a Class Action?

In a class action, one or more people or entities called class representatives sue on behalf of a group of people who have similar claims, otherwise known as members of the Class or Class Members. One court resolves the issues for all the Class Members, except for those who exclude themselves from the Class.

4. Why Is There a Settlement?

The Court did not decide in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to a settlement. As a result, the parties will avoid the cost of further litigation, and eligible Settlement Class Members who make valid claims will get compensation. Plaintiffs and their attorneys (referred to here as Lead Counsel) think the settlement is the best resolution of this lawsuit for all Settlement Class Members.

Defendants deny Plaintiffs' allegations and further deny that they are liable to the Plaintiffs and/or the Settlement Class but have agreed to settle this Consolidated Action, without any admission of liability whatsoever, to avoid the expense, distraction, and uncertainty of further litigation.

WHO IS IN THE SETTLEMENT

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

5. How Do I Know if I Am A Part of the Settlement?

The Settlement Class includes all persons or entities who purchased or otherwise acquired a legal or beneficial ownership interest in Illumina's Common Stock between July 26, 2016 through October 10, 2016, inclusive.

6. What Are the Exceptions to Being Included?

Excluded from the Settlement Class are Defendants and their family members, any entity in which Defendants have or had a controlling interest, the officers and directors of Illumina during the Class Period, and the legal representatives, agents, executors, successors, or assigns of any of these excluded persons or entities. Also excluded from the Settlement Class are any putative Settlement Class Members who exclude themselves by filing a timely and valid request for exclusion in accordance with the requirements set forth in this Notice.

If you sold but did not purchase Illumina Common Stock during the Class Period, you are not a member of the Settlement Class. You are a member of the Settlement Class only if you purchased or otherwise acquired your shares during the Class Period.

7. I'm Still Not Sure If I Am Included in the Class Action

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at 1-833-216-4455, or you can fill out and return the Proof of Claim form enclosed with this Notice package to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What Does the Settlement Provide?

In exchange for settling all Released Claims against them and the other Released Parties, Defendants have agreed to cause their insurers to pay a total of \$13,850,000 in cash as part of the Settlement.

The Settlement Fund will be divided among all eligible Settlement Class Members who send in valid Proof of Claim forms, after payment of Court-approved attorneys' fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing notice (the "Net Settlement Fund").

9. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on several things, including how many Settlement Class Members submit timely and valid Proof of Claim forms, the total recognized losses represented by the valid Proof of Claim forms that Settlement Class Members send in, the total number of shares of Illumina Common Stock you purchased or acquired, how much you paid, when you sold or divested, and/or the proceeds you received when you sold or divested.

By following the instructions in the Plan of Allocation, you can calculate what is called your Recognized Loss. The Plan of Allocation for this Settlement is as follows: Each Class Member that submits a valid Claim (an "Authorized Claimant") will be assigned a Recognized Loss. An Authorized Claimant's Recognized Loss depends upon the number of Illumina shares purchased or acquired during the Class Period and held at the close of trading on October 10, 2016.

For each share of Common Stock purchased, an Authorized Claimant's Recognized Loss is equal to:

- If the share was purchased during the Class Period and held through January 9, 2017, then the Recognized Loss is equal to the price paid for the share minus \$134.01 (which is the mean trading price of Illumina’s Common Stock during the 90-day period following the Class Period);
- If the share was purchased during the Class Period and sold between October 11, 2016 and January 9, 2017, then the Recognized Loss is equal to the price paid for the share minus the greater of (i) \$134.01 or (ii) the price at which you sold the share.
- If the share was purchased during the Class Period and sold on or before October 10, 2016, then the Recognized Loss is \$0. This is because the share was not harmed in accordance with Plaintiffs’ theory of liability and, therefore, there are no recoverable damages.

This will not be the amount of your payment. After the deadline for all Authorized Claimants to send in their Proof of Claim forms, the payment you get will be a proportion of the Net Settlement Fund equal to your Recognized Loss divided by the total of each Authorized Claimant’s Recognized Losses. Your payment will be made in cash.

The Plan of Allocation also includes the following provisions:

- (1) An Authorized Claimant will have a Recognized Loss only in connection with damaged shares. Thus, any transaction that resulted in a profit or gain will not be included in an Authorized Claimant’s overall Recognized Loss;
- (2) There shall be no Recognized Loss attributed to any Illumina securities other than Common Stock or to any shares of Common Stock purchased on a foreign exchange;
- (3) The date of a purchase or sale is the “trade” date and not the “settlement” date;
- (4) The last-in, first-out basis (“LIFO”) will be applied to both purchases and sales;
- (5) Exercise of option contracts or the conversion of preferred stock into Common Stock will be considered to be purchases or sales of Common Stock as of the date of the exercise or conversion. Your purchase or sale price will be the closing price for the stock on that day, unless otherwise stated herein;
- (6) No cash payment will be made on a claim where the potential distribution amount is less than \$10. Please be advised that if you did not incur a Recognized Loss as defined in the Plan of Allocation, you will not receive a cash distribution from the Net Settlement Fund, but you will be bound by all determinations and judgments of the Court in connection with the Settlement,

including being barred from asserting any of the Released Claims against the Released Parties;

- (7) No person shall have any claim against Lead Counsel or the Claims Administrator based on the distribution made substantially in accordance with the Stipulation and this Plan of Allocation, or further orders of the Court. In addition, Defendants and Defendants' Counsel have no responsibility for the Plan of Allocation, the administration of the settlement, or the distribution to Settlement Class Members, and no person shall have any claim against Defendants or Defendants' Counsel based on the Plan of Allocation, the administration of the settlement, or the distribution to the Settlement Class Members; and
- (8) Settlement Class Members who do not submit valid Proof of Claim forms will not share in the settlement proceeds. Settlement Class Members who do not either submit a request for exclusion or submit a valid Proof of Claim form will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Consolidated Action.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How Will I Get a Payment?

To qualify for payment, you must be an eligible Settlement Class Member and you must send in a Proof of Claim form. A Proof of Claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and submit it **postmarked or submitted online no later than April 27, 2020.**

11. When Will I Get My Payment?

The Court will hold a hearing on April 20, 2020 at 10:30 a.m., to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. If any appeals are brought, a resolution of those appeals can take time, perhaps several years. Everyone who sends in a Proof of Claim form will be informed of the determination with respect to his or her claim. Please be patient.

12. What Am I Giving Up to Get a Payment or Stay in the Class?

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the other Released Parties about the same legal issues in this case. It

also means that all of the Court's Orders will apply to you and legally bind you, and you will release your claims in this case against Defendants and other Released Parties. The terms of the release are included in the Proof of Claim form that is enclosed and are further described below.

Specifically, if the Settlement is approved, the Court will enter a judgment (the "Judgment"). The Judgment will dismiss with prejudice the claims in the Consolidated Action and will provide that Plaintiffs and all other Settlement Class Members, on behalf of themselves, and their respective past and present directors, officers, employees, agents, trustees, fiduciaries, guardians, servants, consultants, underwriters, attorneys, advisors, representatives, estate trustees, heirs, executors, administrators, predecessors, successors and assigns, and any other person claiming by, through or on behalf of them, shall be deemed by operation of law to (a) have released, waived, discharged and dismissed each and every of the Released Claims against the Released Parties; (b) forever be enjoined from commencing, instituting or prosecuting any or all of the Released Claims against any of the Released Parties; and (c) forever be enjoined from instituting, continuing, maintaining or asserting, either directly or indirectly, whether in the United States or elsewhere, on their own behalf or on behalf of any class or any other person, any action, suit, cause of action, claim or demand against any person or entity who may claim any form of contribution or indemnity from any of the Released Parties in respect of any Released Claim.

"Released Claims" means any and all claims, debts, demands, rights, causes of action, or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, penalties, expenses or liability whatsoever, whenever or wherever incurred), whether based on federal, state, local, foreign, statutory, or common law or any other law, rule, or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class, individual, or otherwise in nature, whether personal or subrogated, whether suspected or unsuspected, including both known claims and Unknown Claims: (1) that have been or could have been asserted in any of the Complaints filed in this Consolidated Action, or (2) that, directly or indirectly, arise out of or are related to (i) any of the factual allegations in the Complaints, (ii) any misrepresentation or omission or alleged misrepresentation or omission by any Released Party before or during the Class Period related to or in connection with Illumina, or any of its subsidiaries, or the purchase or sale of Illumina Common Stock or (iii) any loss sustained or allegedly sustained as a result of the purchase, sale, or holding Illumina Common Stock during the Class Period. Notwithstanding the foregoing, "Released Claims" does not include any claims to enforce the Settlement or any of its terms.

“Released Parties” means Defendants; each of their respective current and former officers, directors, employees, agents, servants, representatives, parents, subsidiaries, affiliates, trusts, controlled persons and entities, controlling persons and entities, successors, predecessors, assigns, assignees, attorneys, accountants, advisors, insurers, family members and partners; and each of their respective heirs, executors, administrators, legal representatives, successors and assigns. “Unknown Claims” means any and all Released Claims that any Plaintiff or Settlement Class Member does not know or suspect to exist in his, her or its favor, and any of the Settled Defendants’ Claims that any Defendant does not know or suspect to exist in his, her or its favor, which if known by him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Settled Defendants’ Claims, Plaintiffs and Defendants stipulate and agree that upon the Effective Date, Plaintiffs and Defendants shall each, for themselves and all persons claiming by, through, or on behalf of them, expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, that 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 and Defendants acknowledge, and all Settlement Class Members and any successors, assigns, and persons claiming through or on behalf of any of the foregoing, shall, by operation of law, be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Settled Defendants’ Claims were separately bargained for and constitute material elements of this Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue any Defendants or other Released Parties on your own about the same legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself or is sometimes referred to as opting out of the Settlement Class.

13. How Do I Get Out of the Class?

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you want to be excluded from *In re Illumina Inc. Securities Litigation*, No. 3:16-CV-03044-L-MSB. You must include your name, address, telephone number, signature, the number of Illumina shares you purchased or otherwise acquired during the Class Period, and the dates of such purchases or acquisitions. You must mail your exclusion request **postmarked no later than March 23, 2020** to:

Nicholas I. Porritt, Esq.
Levi & Korsinsky, LLP
1101 30th Street, N.W., Suite 115
Washington, D.C. 20007

You cannot exclude yourself by phone or by e-mail. If you ask to be excluded, you are not eligible to get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I Do Not Exclude Myself, Can I Sue Defendants for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue Defendants or other Released Parties for the claims resolved by the class action settlement. If you have a pending lawsuit against any Defendants, speak to your lawyer in that case immediately. **Remember the exclusion deadline is March 23, 2020.**

15. If I Exclude Myself, Can I Get Money from This Settlement?

No. If you exclude yourself, you will not be eligible to participate in the Settlement and should not send in a Proof of Claim form. However you may sue, continue to sue, or be part of a different lawsuit against any Defendants.

THE LAWYERS REPRESENTING YOU

16. Do I Have a Lawyer in This Case?

The Court appointed the law firm Levi & Korsinsky, LLP to represent you and other Settlement Class Members.

These lawyers are called Lead Counsel. You will not be charged for the services of these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How Will the Lawyers Be Paid?

Lead Counsel will ask the Court for attorneys' fees of up to 25% of the Settlement Fund (\$3,462,500) and for reimbursement of their out-of-pocket litigation expenses up to \$180,000, that were advanced in connection with the Consolidated Action. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for their efforts in achieving this settlement and for the risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for their services for conducting this litigation on behalf of Plaintiffs and the Settlement Class nor for their substantial out-of-pocket expenses. The fees requested will compensate Lead Counsel for their work in achieving the Settlement Fund and are within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount.

Lead Counsel will also request reimbursement of attorneys' fees and expenses for administration of the settlement including costs associated with notice and the fees and expenses of the claims administrator. Those amounts will be requested before distribution of the Net Settlement Fund to Settlement Class Members. Again, such sums as may be approved by the Court will be paid from the Settlement Fund.

Lead Counsel will also request the Court to award Plaintiffs incentive awards in the following amounts: \$25,000 for Natissisa and/or Anton Agoshkov; \$1,000 for Braden Van Der Wall; and \$1,000 for Steven Romanoff as rewards for their active participation in the Consolidated Action.

OBJECTING TO THE SETTLEMENT

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

18. How Do I Tell the Court that I Do Not Like the Settlement?

If you are a Settlement Class Member, you can object to the settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in *In re Illumina Inc. Securities Litigation*, No. 3:16-CV-03044-L-MSB. Be sure to include the reasons you object to the settlement as well as the following information: your name, address, telephone number, signature,

the number of Illumina shares you purchased or otherwise acquired during the Class Period, and the dates of such purchases or acquisitions. Any objection to the settlement must be mailed or delivered such that it is **postmarked no later than March 23, 2020**.

Nicholas I. Porritt, Esq.
Levi & Korsinsky, LLP
1101 30th Street, N.W., Suite 115
Washington, D.C. 20007

Lead Counsel will then immediately provide to Defendants' Counsel any such objection.

19. What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object *only if* you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

20. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at 10:30 a.m., on April 20, 2020, at the Edward J. Schwartz Courthouse, 221 West Broadway, Courtroom 5B, San Diego, CA 92101. At this hearing the Court will consider whether the Settlement of the Consolidated Action is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also consider how much to pay to Lead Counsel. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

21. Do I Have to Come to the Hearing?

No. Lead Counsel will answer any questions the Court may have on behalf of the Settlement Class Members. However you are welcome to come at your own expense.

If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your intention to appear in *In re Illumina Inc. Securities Litigation*, No. 3:16-CV-03044-L-MSB. Be sure to include your name, address, telephone number, signature, the number of Illumina shares you purchased or otherwise acquired during the Class Period, and the dates of such purchases or acquisitions. Your notice of intention to appear must be **postmarked no later than March 23, 2020**, by Lead Counsel at the address listed in question 18. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

IF YOU DO NOTHING

23. What Happens if I Do Nothing At All?

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or other Released Parties about the same legal issues in this case.

GETTING MORE INFORMATION

24. Are There More Details About the Settlement?

This Notice summarizes the proposed settlement. More details are in the Stipulation and Agreement of Class Settlement dated as of June 11, 2019. You can get a copy of the Stipulation or more information about the Settlement by visiting www.IlluminaSecuritiesSettlement.com.

You can also contact the Claims Administrator:

Illumina, Inc. Securities Litigation
c/o JND Legal Administration
P.O. Box 91086
Seattle, WA 98111-9186

Or Lead Counsel

Nicholas I. Porritt, Esq.

Questions? Go to www.IlluminaSecuritiesSettlement.com or call 1-833-216-4455

Levi & Korsinsky, LLP
1101 30th Street, N.W., Suite 115
Washington, D.C. 20007

You can also obtain a copy from the Clerk's Office during regular business hours:

Clerk of Court
United States District Court
Southern District of California
333 West Broadway, Suite 420
San Diego, CA 92101

**DO NOT TELEPHONE THE COURT OR DEFENDANTS' COUNSEL
REGARDING THIS NOTICE**

SPECIAL NOTICE TO NOMINEES

If you purchased or otherwise acquired shares of any Illumina Common Stock between July 26, 2016 through October 10, 2016, inclusive, then, within ten (10) days after you received this Notice, you must either: (1) send a copy of this Notice and Proof of Claim by first class mail to all such beneficial owners; or (2) provide a list of names and addresses of such Persons to the Claims Administrator:

Illumina, Inc. Securities Litigation
c/o JND Legal Administration
P.O. Box 91086
Seattle, WA 98111-9186

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator. Reimbursement will be limited to reasonable costs and expenses not to exceed \$0.65 per mailing.

DATED: DECEMBER 18, 2019

**BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE SOUTHERN
DISTRICT OF CALIFORNIA**

Questions? Go to www.IlluminaSecuritiesSettlement.com or call 1-833-216-4455