

The Honorable Benjamin H. Settle

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

BRIAN JOE COURTER, COURTER AND SONS
LLC, DIANE M. HOOPER, THOMAS MCGEE,
and CANDRA E. EVANS, Individually and on
Behalf of All Others Similarly Situated,

Plaintiffs,

v.

CYTODYN INC., NADER Z. POURHASSAN,
MICHAEL MULHOLLAND, and SCOTT A.
KELLY,

Defendants.

Case No. 3:21-cv-05190-BHS

**ADDENDUM TO STIPULATION
AND AGREEMENT OF
SETTLEMENT**

ADDENDUM TO STIPULATION AND AGREEMENT OF SETTLEMENT

This Addendum to the previously-filed Stipulation and Agreement of Settlement dated March 18, 2026 (Dkt. 168) (“Stipulation”) is entered into between: (i) Lead Plaintiff Brian Joe Courter and Courter and Sons LLC (“Lead Plaintiff”), on behalf of itself and the Settlement Class (defined below); and (ii) defendants CytoDyn Inc. (“CytoDyn” or the “Company”), Nader Z. Pourhassan, Michael Mulholland, and Scott A. Kelly (collectively, “Defendants” and together with Lead Plaintiff, the “Parties”). This Addendum is made pursuant to the Court’s direction at the June 2, 2026 hearing on Lead Plaintiff’s motion for preliminary approval of the Settlement and in accordance with Paragraph 46 of the Stipulation.

1 Paragraph 17 of the Stipulation reads:

2 Lead Counsel will apply to the Court for an award of attorneys' fees to Plaintiffs' Counsel to be
3 paid solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for payment
4 of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiff's costs and
5 expenses directly related to its representation of the Settlement Class, to be paid solely from (and out of)
6 the Settlement Fund. Lead Counsel will request that all or a portion of its requested attorneys' fees and
7 expenses be paid in Settlement Shares ("Fee Shares"). Lead Counsel will, with the assistance of The
8 Huntington National Bank and its traders, monitor the daily trading activity/volume of CytoDyn common
9 stock and will use its best efforts to develop a plan for disposing of the Fee Shares over a period of time
10 that will not negatively affect the share price. Lead Counsel's application for attorneys' fees and/or
11 Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiff other than
12 what is set forth in this Stipulation.

13 Paragraph 17 of the Stipulation is modified by the Parties to read as follows:

14 **Lead Counsel will apply to the Court for an award of attorneys' fees to Plaintiffs' Counsel**
15 **to be paid solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court**
16 **for payment of Litigation Expenses, which may include a request for reimbursement of Lead**
17 **Plaintiff's costs and expenses directly related to its representation of the Settlement Class, to be paid**
18 **solely from (and out of) the Settlement Fund. Lead Counsel will request that all or a portion of its**
19 **requested attorneys' fees and expenses be paid in Settlement Shares ("Fee Shares"). The Parties**
20 **have agreed to the following plan for disposing of the Fee Shares:**

21 **Lead Counsel, with the assistance of The Huntington National Bank and its traders,**
22 **will sell no more than 15% of the trailing 3-month daily average trading volume of**
23 **CytoDyn common stock per day. Lead Counsel agrees that in disposing of the Fee**
24 **Shares in accordance with the foregoing plan, Lead Counsel, with the assistance of**
25 **The Huntington National Bank and its traders, will continue to monitor the daily**
26 **trading activity/volume of CytoDyn common stock and use its best efforts to ensure**
27 **that its sales of Fee Shares do not negatively affect the share price.**

28 **Lead Counsel's application for attorneys' fees and/or Litigation Expenses is not the subject**

1 of any agreement between Defendants and Lead Plaintiff other than what is set forth in this
2 Stipulation.

3 The Parties intend for this modified Paragraph 17 to replace the current language included in the
4 Stipulation and the modified Paragraph 17 will be effective as of the date of this Addendum.

5 **IN WITNESS WHEREOF**, the Parties hereto have caused this Addendum to the Stipulation to
6 be executed, by their duly authorized attorneys, as of June 12, 2026.

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