

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

_____	X	
In re LUCKIN COFFEE INC. SECURITIES	:	
LITIGATION	:	Index No. 651939/2020
	:	
_____	:	<u>CLASS ACTION</u>
This Document Relates To:	:	
	:	Motion Sequence No. 012
THE CONSOLIDATED ACTION.	:	
	:	AFFIDAVIT OF ROSS D. MURRAY
	:	REGARDING NOTICE DISSEMINATION,
	:	PUBLICATION, AND REQUESTS FOR
_____	X	EXCLUSION RECEIVED TO DATE

I, ROSS D. MURRAY, being duly sworn, depose and say:

1. I am employed as a Vice President of Securities by Gilardi & Co. LLC (“Gilardi”), located at 1 McInnis Parkway, Suite 250, San Rafael, California. The following statements are based on my personal knowledge and information provided to me by other Gilardi employees and if called to testify I could and would do so competently.

2. Pursuant to this Court’s October 11, 2022 Order Preliminarily Approving Settlement and Providing for Notice (“Notice Order”), Gilardi was appointed as the Claims Administrator in connection with the proposed Settlement of the above-captioned action (the “Action”).¹ I oversaw the notice services that Gilardi provided in accordance with the Notice Order.

3. I submit this affidavit in order to provide the Court and the parties to the Action with information regarding: (i) mailing of the Court-approved Notice of Proposed Settlement of Class Action (the “Notice”) and Proof of Claim and Release form (the “Proof of Claim”) (collectively, the “Claim Package,” attached hereto as Exhibit A); (ii) publication of the Summary Notice of Proposed Settlement of Class Action (the “Summary Notice”); (iii) establishment of the website and toll-free telephone number dedicated to this Settlement; and (iv) the number of requests for exclusion from the Settlement Class received to date by Gilardi.

DISSEMINATION OF THE CLAIM PACKAGE

4. Pursuant to the Notice Order, Gilardi is responsible for disseminating the Claim Package to potential Settlement Class Members. The Settlement Class consists of all persons and entities (and their beneficiaries) who, at any time, purchased or otherwise acquired the Convertible Notes and who did not release claims based on their purchase or acquisition of the Convertible Notes in connection with Luckin’s noteholder Scheme of Arrangement, or otherwise. Excluded from the Settlement Class are Defendants; the current and former officers and directors of Luckin;

¹ Any capitalized terms used that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated September 6, 2022 (the “Stipulation”) (NYSCEF No. 190), which is available on the website established for the Settlement at www.LuckinConvertibleNotesSettlement.com.

members of their immediate families; all subsidiaries and affiliates of Luckin; all persons, firms, trusts, corporations, officers, directors and any other individual or entity in which Luckin has a controlling interest; the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of all such excluded parties; any person or entity who held Convertible Notes as of November 22, 2021 at 5:00 p.m. EST; and any persons or entities who appear on the list of creditors of the Noteholder Scheme of Arrangement as maintained by the claims administrator for the Scheme of Arrangement. Also excluded from the Settlement Class are those Persons (if any) who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom.

5. On November 1, 2022, as part of its normal mailing procedures, Gilardi mailed, by First-Class Mail, Claim Packages and cover letters to 279 brokerages, custodial banks, and other institutions (“Nominee Holders”) that hold securities in “street name” as nominees for the benefit of their customers who are the beneficial owners of the securities. The Nominee Holders also include a group of filers/institutions who have requested notification of every securities case. These Nominee Holders are included in a proprietary database created and maintained by Gilardi. In Gilardi’s experience, the Nominee Holders included in this proprietary database represent a significant majority of the beneficial holders of securities. The cover letter accompanying the Claim Packages advised the Nominee Holders of the proposed Settlement and requested their cooperation in forwarding the Claim Packages to potential Settlement Class Members. In the more than three decades that Gilardi has been providing notice and claims administration services in securities class actions, Gilardi has found the majority of potential class members hold their securities in street name and are notified through the Nominee Holders. Gilardi also mailed Claim Packages and cover letters to the 4,441 institutions included on the U.S. Securities and Exchange Commission’s (“SEC”) list of active brokers and dealers at the time of mailing. A sample of the cover letter mailed to Nominee Holders and the institutions included on the SEC’s list of active brokers and dealers is attached hereto as Exhibit B.

6. On November 1, 2022, Gilardi also delivered electronic copies of the Claim Package to 373 registered electronic filers who are qualified to submit electronic claims. These filers are primarily institutions and third-party filers who typically file numerous claims on behalf of beneficial owners for whom they act as trustees or fiduciaries.

7. As part of the notice program for this Settlement, on November 1, 2022, Gilardi also delivered electronic copies of the Claim Package via email to be published by the Depository Trust Company (“DTC”) on the DTC Legal Notice System (“LENS”). LENS enables the participating bank and broker nominees to review the Claim Package and contact Gilardi for copies of the Claim Package for their beneficial holders.

8. Gilardi has acted as a repository for shareholder and nominee inquiries and communications received in this Settlement. In this regard, Gilardi has forwarded the Claim Package on request to nominees who purchased or acquired Luckin Convertible Notes for the beneficial interest of other persons. Gilardi has also forwarded the Claim Package directly to beneficial owners upon receipt of the names and addresses from such beneficial owners or nominees.

9. Following the initial mailing, Gilardi received seven responses to the outreach efforts described above, which included computer files containing a total of 378 names and addresses of potential Settlement Class Members. In addition, 11 institutions requested that Gilardi send them a total of 460 Claim Packages for forwarding directly to their clients. Each of these requests has been completed in a timely manner.

10. As of December 13, 2022, Gilardi has mailed a total of 5,931 Claim Packages to potential Settlement Class Members and nominees.

PUBLICATION OF THE SUMMARY NOTICE

11. In accordance with the Notice Order, on November 11, 2022, Gilardi caused the Summary Notice to be published in *The Wall Street Journal* and to be transmitted over *Business Wire*, as shown in the confirmations of publication attached hereto as Exhibit C.

TELEPHONE HELPLINE AND WEBSITE

12. On November 1, 2022, Gilardi established and continues to maintain a case-specific, toll-free telephone helpline, 1-888-846-0149, to accommodate potential Settlement Class Member inquiries. The toll-free number was set forth in the Notice and on the case website. Gilardi has been and will continue to promptly respond to all inquiries to the toll-free telephone helpline.

13. On November 1, 2022, Gilardi established and continues to maintain a website dedicated to this Settlement (www.LuckinConvertibleNotesSettlement.com) to provide additional information to Settlement Class Members and to provide answers to frequently asked questions. The web address was set forth in the Claim Package and the Summary Notice. The website includes information regarding the Action and the Settlement, including the objection and claim filing deadlines, and the date, time, and location of the Court's Settlement Fairness Hearing. Copies of the Notice, Proof of Claim, Stipulation, and Notice Order are posted on the website and are available for downloading. Settlement Class Members can also complete and submit a Proof of Claim through the website.

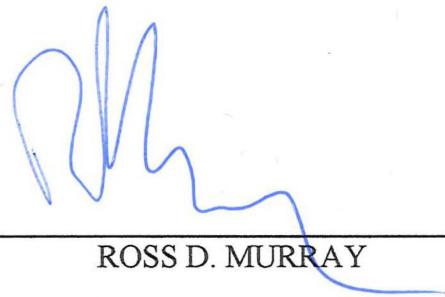
LACK OF EXCLUSION REQUESTS AND OBJECTIONS RECEIVED TO DATE

14. The Notice informs potential Settlement Class Members that written requests for exclusion from the Settlement Class must be mailed to *Luckin Convertible Notes Settlement*, Claims Administrator, c/o Gilardi & Co. LLC, EXCLUSIONS, P.O. Box 5100, Larkspur, CA 94977-5100, such that they are postmarked no later than December 27, 2022.

15. The Notice also sets forth the information that must be included in each request for exclusion. Gilardi has monitored and will continue to monitor all mail delivered to this address. As of the date of this affidavit, Gilardi has not received any requests for exclusion.

16. Although the Notice (which also included the proposed Plan of Allocation (“POA”)) instructed Settlement Class Members to submit objections to the Settlement, POA, or the Fee and Expense Application to the Court and to counsel (rather than to Gilardi), I also note for the sake of completeness that, as of the date of this affidavit, Gilardi has also not received any objections.

I state under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of December, 2022, at San Rafael, California.



ROSS D. MURRAY

Subscribed and sworn to before

me this 13th day of December, 2022

Notary Public

**SEE ATTACHED
CERTIFICATE**

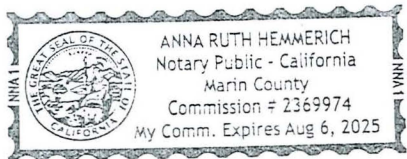
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Marin)

Subscribed and sworn to (or affirmed) before me on this 13th day
of December, 20 22, by Ross D. Murray

proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.



(Seal)

Signature [Handwritten Signature]

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

[Empty box for description of attached document]

containing _____ pages, and dated _____.

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

PRINTING SPECIFICATIONS STATEMENT

1. Pursuant to 22 N.Y.C.R.R. §202.70(g), Rule 17, the undersigned counsel certifies that the foregoing Affidavit of Ross D. Murray Regarding Notice Dissemination, Publication, and Requests for Exclusion Received to Date was prepared on a computer using Microsoft Word. A proportionally spaced typeface was used as follows:

Name of Typeface: Times New Roman

Point Size: 12

Line Spacing: Double

2. The total number of words in the affidavit, inclusive of point headings and footnotes and exclusive of the caption, signature block, and this Certification, is 1,397 words.

DATED: December 13, 2022

ROBBINS GELLER RUDMAN
& DOWD LLP
BRIAN COCHRAN



BRIAN COCHRAN

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San Diego, CA 92101-8498
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Email: bcochran@rgrdlaw.com

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

_____	X	
In re LUCKIN COFFEE INC. SECURITIES	:	
LITIGATION	:	
_____	:	Index No. 651939/2020
	:	
This Document Relates To:	:	<u>CLASS ACTION</u>
	:	
THE CONSOLIDATED ACTION.	:	
_____	X	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL PERSONS AND ENTITIES (AND THEIR BENEFICIARIES) WHO, AT ANY TIME, PURCHASED OR OTHERWISE ACQUIRED LUCKIN COFFEE INC. (“LUCKIN”) CONVERTIBLE NOTES ISSUED ON OR ABOUT JANUARY 10, 2020 (THE “CONVERTIBLE NOTES”) AND WHO DID NOT RELEASE CLAIMS BASED ON THEIR PURCHASE OR ACQUISITION OF THE CONVERTIBLE NOTES IN CONNECTION WITH LUCKIN’S NOTEHOLDER SCHEME OF ARRANGEMENT, OR OTHERWISE (“SETTLEMENT CLASS” OR “SETTLEMENT CLASS MEMBERS”)

IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY JANUARY 30, 2023.

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Supreme Court of the State of New York, County of New York: Commercial Division (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated September 6, 2022 (the “Stipulation”), by and between Plaintiffs Kimson Chemical, Inc., Teamsters Local 710 Pension Fund, Michael Bergenholtz, and City of Fort Myers Police Officers’ Retirement System (collectively, “Plaintiffs”), on behalf of themselves and the Settlement Class (as defined below), and Defendants Luckin Coffee Inc., Thomas P. Meier, Haode Investment Inc., Primus Investment Fund, L.P., Summer Fame Limited, Lucky Cup Holdings Limited, Fortunate Cup Holdings Limited, Mayer Investments Fund, L.P., Richard Arthur, Cogency Global Inc., Credit Suisse Securities (USA) LLC, Morgan Stanley & Co. LLC, China International Capital Corporation Hong Kong Securities Limited, Haitong International Securities Company Limited, Key Banc Capital Markets Inc., and Needham & Company, LLC (collectively, “Appearing Defendants”), by their respective counsel.¹

This Notice is intended to inform you how this lawsuit and proposed Settlement may affect your rights and what steps you may take in relation to it. This Notice is NOT an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or whether the Defendants² engaged in any wrongdoing.

WHAT IS THIS LAWSUIT ABOUT?

I. THE ALLEGATIONS

Plaintiffs allege that in January 2020, Luckin offered \$460 million in Convertible Notes pursuant to materially false Offering documents. The Offering documents represented that Luckin was enjoying tremendous sales and revenue growth. However, the growth rate was in part the product of misconduct orchestrated by the Company’s most senior executives, officers and directors. Luckin later announced that certain Company employees fabricated \$310 million worth of transactions in order to create the appearance of revenue and operational growth. Following disclosure of this wrongdoing, the price of the Convertible Notes fell to 80% below par, causing damages to the purchaser of the Convertible Notes.

Defendants deny all of Plaintiffs’ allegations. Without limiting the generality of the foregoing in any way, Defendants have denied and continue to deny, among other things, that any misstatements or materially misleading omissions were made or that Plaintiffs or the Settlement Class have suffered any damages. Defendants do not admit any liability or wrongdoing in connection with the allegations set forth in the Action, or any facts related thereto.

¹ The Stipulation can be viewed and/or downloaded at www.LuckinConvertibleNotesSettlement.com. All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

² “Defendants” are the Appearing Defendants and Jenny Zhiya Qian, Charles Zhengyao Lu, Reinout Hendrik Schakel, Jian Liu, Jinyi Guo, Hui Li, Erhai Liu, Sean Shao and Chiang Sheung Lin.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFFS OR TO THE SETTLEMENT CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

II. PROCEDURAL HISTORY

The initial complaint was filed in this Court by one of the Plaintiffs on May 26, 2020. A number of related complaints were filed thereafter. On October 16, 2020, the Court entered an order consolidating the actions and appointing Lead Plaintiffs and Co-Lead Counsel.

On December 23, 2020, Plaintiffs filed their Consolidated Complaint (the "Complaint"). In December 2021, the Court granted a temporary stay of proceedings pending final approval of parallel litigation pending in the United States District Court for the Southern District of New York.

On January 9, 2022, the Parties reached an agreement in principle to resolve this Action on behalf of the purchasers of the Convertible Notes (the only claims asserted in the Complaint that are not resolved in the ADS purchaser settlement in the United States District Court for the Southern District of New York), subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court. On April 12, 2022, Plaintiffs and Luckin executed a Memorandum of Understanding. Following additional negotiations, on September 6, 2022, the Parties executed the Stipulation. The Stipulation (together with the exhibits thereto) reflects the final and binding agreement between the Parties.

HOW DO I KNOW IF I AM A SETTLEMENT CLASS MEMBER?

If you purchased or acquired the Convertible Notes and did not release your claims in connection with Luckin's Scheme of Arrangement or otherwise, you are a Settlement Class Member. Excluded from the Settlement Class are: (i) Defendants; (ii) current and former officers and directors of Luckin and members of the immediate families of such officers and directors; (iii) all subsidiaries and affiliates of Luckin; (iv) all persons, firms, trusts, corporations, officers, directors, and any other individual or entity in which Luckin has a controlling interest; (v) the legal representatives, agents, affiliates, heirs, successors-in-interest, or assigns of all such excluded parties; (vi) any person or entity who held Convertible Notes as of November 22, 2021 at 5:00 p.m. EST; (vii) any person or entity who appears on the list of creditors of the Scheme of Arrangement; and (viii) any person or entities who properly exclude themselves by submitting a valid and timely request for exclusion.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Settlement Class Member or that you will be entitled to receive a payment from the Settlement. If you are a Settlement Class Member and you wish to be eligible to participate in the distribution of proceeds from the Settlement, you are required to submit the Proof of Claim that is being distributed with this Notice and the required supporting documentation as set forth therein postmarked or submitted online on or before January 30, 2023.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$7,000,000 (the "Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement Fund, as well as attorneys' fees and expenses, and the payment to Plaintiffs for representing the Settlement Class, as approved by the Court (the "Net Settlement Fund"), will be distributed to eligible Settlement Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Settlement Class Members based on their respective alleged economic losses resulting from the securities law violations alleged in the Action.

The Claims Administrator shall determine each Settlement Class Member's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Claim") described below. A Recognized Claim will be calculated for each \$1,000 par value Convertible Note purchased or acquired. The Recognized Claim is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor to estimate the amount that will be paid to Settlement Class Members pursuant to the Settlement. The Recognized Claim is the basis upon which the Net Settlement Fund will be proportionately allocated to Settlement Class Members.

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Settlement Class Members send in and the face value of the Convertible Notes you purchased or otherwise acquired, and whether you sold any of those notes and when you sold them.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim for each \$1,000 par value of Convertible Note is \$0.00.

PLAN OF ALLOCATION

Pursuant to the Plan of Allocation, a Settlement Class Member may have a claim under the Securities Act of 1933 (the "Securities Act") and/or Securities Exchange Act of 1934 (the "Exchange Act"), as described below.

EXCHANGE ACT RECOGNIZED LOSS CALCULATION

1. For each \$1,000 par value Convertible Note purchased or acquired during the period January 9, 2020 through January 30, 2020, inclusive and:

- (a) Sold prior to the close of trading on January 30, 2020, the Recognized Loss is \$0.00.
- (b) Sold during the period January 31, 2020 through April 1, 2020, inclusive, the Recognized Loss shall be the lesser of (a) the difference between the inflation on the date of purchase and the inflation on the date of sale, as set forth on Table A (below); or (b) the difference between the purchase price and the sale price.
- (c) Sold during the period April 2, 2020 through July 1, 2020, inclusive, the Recognized Loss shall be the least of (a) the inflation on the date of purchase, as set forth on Table A (below); (b) the difference between the purchase price and the sale price; or (c) the difference between the purchase price and the mean trading price beginning April 2, 2020 through the date of sale, as set forth on Table B (below).
- (d) Held as of the close of trading on July 1, 2020, the Recognized Loss shall be the lesser of (a) the inflation on the date of purchase, as set forth on Table A (below); or (b) the difference between the purchase price per note and \$280.60.³

2. For each \$1,000 par value Convertible Note purchased or acquired during the period January 31, 2020 through April 1, 2020, inclusive and:

- (a) Sold prior to the close of trading on April 1, 2020, the Recognized Loss is \$0.00.
- (b) Sold during the period April 2, 2020 through July 1, 2020, inclusive, the Recognized Loss shall be the least of (a) the inflation on the date of purchase, as set forth on Table A (below); (b) the difference between the purchase price per note and the sale price; or (c) the difference between the purchase price and the mean trading price beginning April 2, 2020 through the date of sale, as set forth on Table B (below).
- (c) Held as of the close of trading on July 1, 2020, the Recognized Loss shall be the lesser of (a) the inflation on the date of purchase, as set forth on Table A (below); or (b) the difference between the purchase price and \$280.60.

SECURITIES ACT RECOGNIZED LOSS CALCULATION

3. For each Convertible Note purchased or acquired directly in the January 9, 2020 Offering of the Convertible Notes ("the Offering"), the Recognized Loss shall only be calculated under the Securities Act's statutory formula for rescissory damages.

4. For each \$1,000 par value Convertible Note purchased or acquired directly in the Offering and:

- (a) Sold before November 22, 2021, the Recognized Loss shall be \$1,000 (the Offering price) minus the sale price.
- (b) Held through November 22, 2021 and sold before the close of trading at 5:00 p.m. EST on November 22, 2021, the Recognized Loss shall be \$30.00 (the Offering price minus \$970.00, the price of the note as of that date).⁴

5. To reflect the differences in the standard of proof under Securities Act Claims and Exchange Act Claims, the Recognized Loss amounts calculated in the previous paragraph parts (a) and (b) shall be multiplied by 2.21.⁵

³ Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated." The mean closing price of the Convertible Notes during the 90-day period, beginning on April 2, 2020 and ending on July 1, 2020 was \$280.60.

⁴ Potential Settlement Class Members that relinquished their claims pursuant to the Scheme of Arrangement, with a Record Date of November 22, 2021, will not be eligible to participate in the recoveries outlined by the Stipulation and Plan of Allocation.

⁵ For example, under Section 12(a)(2), plaintiffs need not prove intent to defraud, reliance or loss causation; such proof is required under Section 10(b).

**TABLE A
INFLATION PER NOTE**

1/9/2020	\$582.80		2/21/2020	\$517.50
1/10/2020	\$582.80		2/24/2020	\$517.50
1/13/2020	\$582.80		2/25/2020	\$517.50
1/14/2020	\$582.80		2/26/2020	\$517.50
1/15/2020	\$582.80		2/27/2020	\$517.50
1/16/2020	\$582.80		2/28/2020	\$517.50
1/17/2020	\$582.80		3/2/2020	\$517.50
1/21/2020	\$582.80		3/3/2020	\$517.50
1/22/2020	\$582.80		3/4/2020	\$517.50
1/23/2020	\$582.80		3/5/2020	\$517.50
1/24/2020	\$582.80		3/6/2020	\$517.50
1/27/2020	\$582.80		3/9/2020	\$517.50
1/28/2020	\$582.80		3/10/2020	\$517.50
1/29/2020	\$582.80		3/11/2020	\$517.50
1/30/2020	\$582.80		3/12/2020	\$517.50
1/31/2020	\$517.50		3/13/2020	\$517.50
2/3/2020	\$517.50		3/16/2020	\$517.50
2/4/2020	\$517.50		3/17/2020	\$517.50
2/5/2020	\$517.50		3/18/2020	\$517.50
2/6/2020	\$517.50		3/19/2020	\$517.50
2/7/2020	\$517.50		3/20/2020	\$517.50
2/10/2020	\$517.50		3/23/2020	\$517.50
2/11/2020	\$517.50		3/24/2020	\$517.50
2/12/2020	\$517.50		3/25/2020	\$517.50
2/13/2020	\$517.50		3/26/2020	\$517.50
2/14/2020	\$517.50		3/27/2020	\$517.50
2/18/2020	\$517.50		3/30/2020	\$517.50
2/19/2020	\$517.50		3/31/2020	\$517.50
2/20/2020	\$517.50		4/1/2020	\$517.50

TABLE B MEAN TRADING PRICE				
4/2/2020	\$200.00		5/22/2020	\$279.43
4/3/2020	\$207.50		5/27/2020	\$278.35
4/6/2020	\$211.67		6/1/2020	\$277.25
4/22/2020	\$216.88		6/3/2020	\$276.65
4/23/2020	\$221.00		6/4/2020	\$276.33
4/27/2020	\$224.17		6/10/2020	\$278.21
4/28/2020	\$235.00		6/15/2020	\$280.02
4/29/2020	\$250.63		6/16/2020	\$281.90
4/30/2020	\$258.61		6/17/2020	\$283.62
5/4/2020	\$264.75		6/24/2020	\$283.87
5/5/2020	\$270.23		6/25/2020	\$284.09
5/11/2020	\$274.38		6/26/2020	\$283.59
5/12/2020	\$278.10		6/29/2020	\$280.71
5/19/2020	\$281.45		6/30/2020	\$280.24
5/20/2020	\$280.02		7/1/2020	\$280.60
5/21/2020	\$279.70			

In the event a Settlement Class Member has more than one purchase, acquisition or sale of the Convertible Notes, all such purchases and sales shall be matched on a First-In, First-Out ("FIFO") basis. Sales will be matched against purchases in chronological order, beginning with the earliest purchase made.

A purchase, acquisition or sale of the Convertible Notes shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, acquisition and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of the Convertible Notes shall not be deemed a purchase, acquisition or sale of the Convertible Notes for the calculation of a claimant's Recognized Claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such Convertible Notes unless specifically provided in the instrument of gift or assignment. The receipt of the Convertible Notes in exchange for securities of any other corporation or entity shall not be deemed a purchase, acquisition or sale of the Convertible Notes.

The total of all profits shall be subtracted from the total of all losses to determine if a Settlement Class Member has a Recognized Claim. Only if a Settlement Class Member had a net Convertible Notes market loss, after all profits from transactions are subtracted from all losses, will such Settlement Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the Recognized Claim for that Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized Claimant's Recognized Claim will be limited to the amount of overall market loss. The Claims Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund based on his, her, or its Recognized Claim as compared to the total Recognized Claims of all Authorized Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00.

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Settlement Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to appropriate non-profit organizations.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are dissatisfied with the determinations, you may ask Lead Counsel to request that the Court, which retains jurisdiction over all Settlement Class Members and the claims administration process, decide the issue.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Settlement Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the Defendants' Released Persons based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Settlement Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

**DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER
TO PARTICIPATE IN THE DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiffs' Counsel. If your address changes, please contact the Claims Administrator at:

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177
Telephone: 1-888-846-0149
www.LuckinConvertibleNotesSettlement.com

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Action will proceed as if the Stipulation had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after a thorough investigation by Lead Counsel. The Court has not reached any final decisions in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and the Defendants have agreed to this Settlement following arm's-length negotiations. In reaching the Settlement, the Parties have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiffs and the proposed Settlement Class would face an uncertain outcome if they did not agree to the Settlement. The Parties expected that the case could continue for a lengthy period of time and that if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the Action against Defendants could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs and Plaintiffs' Counsel believe that this Settlement is fair and reasonable to the members of the Settlement Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Settlement Class will receive a certain and immediate monetary recovery. Additionally, Plaintiffs' Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are a very favorable result for the Settlement Class.

WHO REPRESENTS THE SETTLEMENT CLASS?

The following attorneys are counsel for the Settlement Class:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 1-800-449-4900

Michael C. Dell'Angelo
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-3000

Edward F. Haber
SHAPIRO HABER & URMY LLP
Two Seaport Lane
Boston, MA 02210
Telephone: (617) 439-3939

If you have any questions about the Action, or the Settlement, you are entitled to consult with Lead Counsel by contacting counsel at the phone numbers listed above.

You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

Luckin Convertible Notes Settlement
 Claims Administrator
 c/o Gilardi & Co. LLC
 P.O. Box 6177
 Novato, CA 94948-6177
 Telephone: 1-888-846-0149
 www.LuckinConvertibleNotesSettlement.com

HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?

Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Lead Counsel will apply for an attorneys' fee award for Plaintiffs' Counsel in the amount of up to 33-1/3% of the Settlement Fund, plus payment of Plaintiffs' Counsel's expenses incurred in connection with this Action in an amount not to exceed \$200,000. In addition, Plaintiffs may seek a payment of up to \$20,000 in the aggregate for their efforts in representing the Settlement Class. 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 Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Lead Counsel.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement, or you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or "opting out" of, the Settlement Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Settlement Class, you must send a signed letter by mail saying that you want to be excluded from the Settlement Class in the following Action: *In re Luckin Coffee Inc. Securities Litigation*, Index No. 651939/2020. Be sure to include your name, address, telephone number, and the date(s), price(s), and face value of the Convertible Notes that you purchased or acquired. Your exclusion request must be **postmarked no later than December 27, 2022**, and sent to the Claims Administrator at:

Luckin Convertible Notes Settlement
 Claims Administrator
 c/o Gilardi & Co. LLC
 EXCLUSIONS
 P.O. Box 5100
 Larkspur, CA 94977-5100

You cannot exclude yourself by phone or by email. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Settlement Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, Plaintiffs' request for payment for representing the Settlement Class and/or the Plan of Allocation. In order for any objection to be considered, you must file a written statement, accompanied by proof of Settlement Class membership, with the Court and send a copy to each of Lead Counsel and Luckin's counsel, at the addresses listed below **by December 27, 2022**. The Court's address is Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, New York, NY 10007; Lead Counsel's address is Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Ellen Gusikoff Stewart; and Luckin's counsel's address is Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, c/o Lawrence Portnoy. Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard orally at the Settlement Fairness Hearing are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF FROM THE SETTLEMENT?

Objecting is telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or Lead Counsel's request for an award of attorneys' fees and expenses. 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 applies to you.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely complete and return the Proof of Claim that accompanies this Notice. A Proof of Claim is enclosed with this Notice and also may be downloaded at www.LuckinConvertibleNotesSettlement.com. Read the instructions carefully; fill out the Proof of Claim; sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted online) no later than January 30, 2023**. The Proof of Claim may be submitted online at www.LuckinConvertibleNotesSettlement.com. If you do not submit a timely Proof of Claim with all of the required information, you will not receive a payment from the Settlement Fund; however, unless you expressly exclude yourself from the Settlement Class as described above, you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes final pursuant to the terms of the Stipulation, all Settlement Class Members shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Defendants' Released Persons from all Released Claims.

- "Defendants' Related Parties" includes, without limitation, each of a Defendant's past, present or future direct or indirect parents, subsidiaries, predecessors, successors, divisions, investment funds, affiliates, joint ventures, general or limited partnerships, beneficial owners, entities under common control with any of them, as well as each of their respective present or former directors, officers, employees, managers, servants, partners, limited partners, members, principals, trustees, advisors, auditors, accountants, agents, managing agents, contractors, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, court-appointed liquidators, insurers, assigns, spouses, heirs, related or affiliated entities, anyone acting or purporting to act for or on behalf of any of them or their successors, any entity in which a Defendants' Related Party has a direct or indirect controlling interest, or which has a direct or indirect controlling interest in a Defendants' Related Party, any member of an Individual Defendant's immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors-in-interest or assigns of the Defendants.
- "Released Claims" means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities, whether known or unknown (including "Unknown Claims" as defined below), contingent or non-contingent, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, that have been asserted, could have been asserted in any form, or could be asserted in any form in the future against any Defendants and/or Defendants' Related Parties (together, "Defendants' Released Persons") that (i) arise out of, or relate in any way to, or are based upon, the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to in the Complaint in the Action; and (ii) in any way are based upon or related to the purchase or acquisition of the Convertible Notes. Claims to enforce the Settlement are not released. Claims by putative Settlement Class Members who timely and validly exclude themselves therefrom are not released.
- "Unknown Claims" means (i) any and all claims and potential claims against Defendants' Released Persons which Plaintiffs or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and (ii) any claims against Plaintiffs which Defendants' Released Persons do not know or suspect to exist in their favor, which if known by any of them, might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the Plaintiffs and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of 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;

and 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members 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 an essential element of the Settlement.

The above description of the proposed Settlement is only a summary. The complete terms are set forth in the Stipulation (including its exhibits), which may be obtained at www.LuckinConvertibleNotesSettlement.com, or by contacting Lead Counsel listed on Page 6 above.

THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on January 31, 2023, at 9:30 a.m., before the Honorable Andrew Borrok at the Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, Courtroom 238, New York, NY 10007, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation for \$7,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation should be entered; (3) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund and, if so, in what amount; (4) to pay Plaintiffs for their efforts in representing the Settlement Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Settlement Class.

Any Settlement Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection is made in writing and is filed, together with proof of membership in the Settlement Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness Hearing, with the Court no later than December 27, 2022, and showing proof of service on the following counsel:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
Attorneys for Plaintiffs

Lawrence Portnoy
DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
Attorneys for Luckin

Unless otherwise directed by the Court, any Settlement Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than December 13, 2022.

INJUNCTION

The Court has issued an order enjoining all Settlement Class Members from instituting, commencing, maintaining or prosecuting any action in any court or tribunal that asserts Released Claims against any Defendants' Released Persons, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Action may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Supreme Court of New York, County of New York. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim and proposed Judgment may be obtained by contacting the Claims Administrator at:

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177
Email: info@LuckinConvertibleNotesSettlement.com
Telephone: 1-888-846-0149
www.LuckinConvertibleNotesSettlement.com

In addition, you may contact Greg Wood, Shareholder Relations Department, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 if you have any questions about the Action or the Settlement.

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION.**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you hold any Luckin Convertible Notes, as a nominee for a beneficial owner, then, within ten (10) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator at notifications@gilardi.com or:

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177

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.

DATED: October 7, 2022

BY ORDER OF THE SUPREME
COURT OF NEW YORK
COUNTY OF NEW YORK:
COMMERCIAL DIVISION

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

_____	X	
In re LUCKIN COFFEE INC. SECURITIES	:	
LITIGATION	:	
_____	:	Index No. 651939/2020
	:	
This Document Relates To:	:	<u>CLASS ACTION</u>
	:	
THE CONSOLIDATED ACTION.	:	
_____	X	

PROOF OF CLAIM AND RELEASE

I. GENERAL INSTRUCTIONS

1. To recover as a Settlement Class Member based on the claims in the action entitled *In re Luckin Coffee Inc. Securities Litigation*, Index No. 651939/2020 (the "Action"),¹ you must complete and, on page 6 hereof, sign this Proof of Claim. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim, postmarked or received by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement.

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

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, **ON OR BEFORE JANUARY 30, 2023**, ADDRESSED AS FOLLOWS:

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177

Online Submissions: www.LuckinConvertibleNotesSettlement.com

If you are NOT a Settlement Class Member, as defined in the Notice of Proposed Settlement of Class Action ("Notice"), DO NOT submit a Proof of Claim.

4. If you are a Settlement Class Member and you do not timely request exclusion, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.**

II. CLAIMANT IDENTIFICATION

You are a member of the Settlement Class if you purchased or otherwise acquired Luckin Coffee Inc. ("Luckin" or the "Company") convertible senior notes issued on or about January 10, 2020 (the "Convertible Notes").

Use Part I of this form entitled "Claimant Identification" to identify each purchaser or acquiror of record ("nominee") of the Luckin Convertible Notes that forms 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 LUCKIN CONVERTIBLE NOTES UPON WHICH THIS CLAIM IS BASED.**

All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim 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.

¹ This Proof of Claim and Release ("Proof of Claim") incorporates by reference the definitions in the Stipulation of Settlement ("Stipulation"), which can be obtained at www.LuckinConvertibleNotesSettlement.com.

A claim should be submitted for each separate legal entity (e.g., a claim form of joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has (e.g., a corporation with multiple brokerage accounts should include all transactions made in all accounts on one Proof of Claim).

III. CLAIM FORM

Use Part II of this form entitled "Schedule of Transactions in Luckin Convertible Notes" to supply all required details of your transaction(s). 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 of the requested information with respect to **all** of your purchases and acquisitions of Luckin Convertible Notes that took place at any time through November 22, 2021, and **all** of your sales of Luckin Convertible Notes at any time through November 22, 2021, whether such transactions resulted in a profit or a loss. You must also provide all of the requested information with respect to the face value of Luckin Convertible Notes you held at 5:00 p.m. EST on November 22, 2021. 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 the earliest. You must accurately provide the month, day, and year of each transaction you list.

COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN LUCKIN CONVERTIBLE NOTES SHOULD BE ATTACHED TO YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

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 such claimants **MUST** also submit a manually signed paper Proof of Claim whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at edata@gilardi.com to obtain the required file layout. Any file not in accordance with the required electronic filing format will be subject to rejection. Only one claim should be submitted for each separate legal entity and the complete name of the beneficial owner(s) of the securities must be entered where called for. Distribution payments must be made by check or electronic payment payable to the Authorized Claimant (beneficial account owner). The Third-Party Filer shall not be the payee of any distribution payment check or electronic distribution payment. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

NYSCEF DOC. NO. 201

RECEIVED NYSCEF: 12/13/2022

Official Office Use Only

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF NEW YORK: COMMERCIAL DIVISION In re Luckin Coffee Inc. Securities Litigation Index No. 651939/2020

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than January 30, 2023

LUK

Please Type or Print in the Boxes Below Do NOT use Red Ink, Pencil, or Staples

PROOF OF CLAIM AND RELEASE

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN LUCKIN CONVERTIBLE NOTES. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I. CLAIMANT IDENTIFICATION

Form fields for claimant identification including Last Name, M.I., First Name, Last Name (Co-Beneficial Owner), M.I., First Name (Co-Beneficial Owner), IRA, Joint Tenancy, Employee, Individual, Other, Company Name, Trustee/Asset Manager/Nominee/Record Owner's Name, and Account#/Fund#.

Form fields for contact information including Last Four Digits of Social Security Number, Taxpayer Identification Number, Telephone Number (Primary Daytime), Telephone Number (Alternate), and Email Address.

MAILING INFORMATION

Form fields for mailing information including Address, Address (cont.), City, State, ZIP Code, Foreign Province, Foreign Postal Code, and Foreign Country Name/Abbreviation.

FOR CLAIMS PROCESSING ONLY section with checkboxes for ATP, BE, FL, OP, KE, DR, ME, RE, ICI, EM, ND, SH and a date field MM/DD/YYYY.



A. Purchases or acquisitions of Luckin Convertible Notes from January 9, 2020 through November 22, 2021 at 5:00 p.m. EST:

PURCHASES																		
	Trade Date(s) (List Chronologically)								Face value of Luckin Convertible Notes Purchased	Total Purchase or Acquisition Price (Excluding commissions, taxes and fees)	Proof of Purchase Enclosed?							
	M	M	D	D	Y	Y	Y	Y										
1.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
2.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
3.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
4.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
5.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N

B. Sales of Luckin Convertible Notes from January 9, 2020 through November 22, 2021 at 5:00 p.m. EST:

SALES																		
	Trade Date(s) (List Chronologically)								Face value of Luckin Convertible Notes Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sales Enclosed?							
	M	M	D	D	Y	Y	Y	Y										
1.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
2.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
3.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
4.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N
5.			/		/					\$							00	<input type="radio"/> Y <input type="radio"/> N

C. Face value of Luckin Convertible Notes held at 5:00 p.m. EST on November 22, 2021: Proof Enclosed? Y N

If you require additional space, attach extra schedules in the same format as above.
Sign and print your name on each additional page.

YOU MUST READ AND SIGN THE RELEASE ON PAGE 6. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.



IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS

I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Supreme Court of the State of New York, County of New York: Commercial Division, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release 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 Action. I (We) agree to furnish additional information to the 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 Luckin Convertible Notes during the relevant period and know of no other person having done so on my (our) behalf.

V. RELEASE

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge from the Released Claims each and all of the Defendants' Released Persons, defined as Defendants and Defendants' Related Parties.

2. "Defendants' Related Parties" includes, without limitation, each of a Defendant's past, present or future direct or indirect parents, subsidiaries, predecessors, successors, divisions, investment funds, affiliates, joint ventures, general or limited partnerships, beneficial owners, entities under common control with any of them, as well as each of their respective present or former directors, officers, employees, managers, servants, partners, limited partners, members, principals, trustees, advisors, auditors, accountants, agents, managing agents, contractors, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, court-appointed liquidators, insurers, assigns, spouses, heirs, related or affiliated entities, anyone acting or purporting to act for or on behalf of any of them or their successors, any entity in which a Defendants' Related Party has a direct or indirect controlling interest, or which has a direct or indirect controlling interest in a Defendants' Related Party, any member of an Individual Defendant's immediate family, any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his or her family, and the legal representatives, heirs, successors-in-interest or assigns of the Defendants.

3. "Released Claims" means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages, and liabilities, whether known or unknown (including "Unknown Claims" as defined below), contingent or non-contingent, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule, or regulation, whether foreign or domestic, that have been asserted, could have been asserted in any form, or could be asserted in any form in the future against any Defendants and/or Defendants' Related Parties (together, "Defendants' Released Persons") that (i) arise out of, or relate in any way to, or are based upon, the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to in the Complaint in the Action; and (ii) in any way are based upon or related to the purchase or acquisition of the Convertible Notes. Claims to enforce the Settlement are not released. Claims by putative Settlement Class Members who timely and validly exclude themselves therefrom are not released.

4. "Unknown Claims" means (i) any and all claims and potential claims against Defendants' Released Persons which Plaintiffs or any Settlement Class Members do not know or suspect to exist in their, his, her, or its favor as of the Effective Date, and (ii) any claims against Plaintiffs which Defendants' Released Persons do not know or suspect to exist in their favor, which if known by any of them, might have affected their, his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the Plaintiffs and Defendants shall have expressly waived, and each Settlement Class Member shall be deemed to have waived, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of 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;

and 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, which is similar, comparable, or equivalent to Cal. Civ. Code §1542. Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly fully, finally, and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and Settlement Class Members 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 an essential element of the Settlement.



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

6. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in Luckin Convertible Notes from January 9, 2020 through November 22, 2021 at 5:00 p.m. EST as well as the face value of notes held by me (us) at 5:00 p.m. EST on November 22, 2021.

I (We) declare under penalty of perjury under the laws of the State of New York that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this _____ day of _____ in _____
(Month/Year) (City/State/Country)

(Sign your name here)

(Sign your name here)

(Type or print your name here)

(Type or print your name here)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

(Capacity of person(s) signing, e.g.,
Beneficial Purchaser or Acquirer, Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

- 1. Please sign the above release and acknowledgment.
- 2. If this claim is being made on behalf of Joint Claimants, then both must sign.
- 3. Remember to attach copies of supporting documentation, if available.
- 4. **Do not send** originals of certificates or other documentation as they will not be returned.
- 5. Keep a copy of your Proof of Claim and all supporting documentation for your records.
- 6. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
- 7. If you move, please send your new address to the address below.
- 8. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

**THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN JANUARY 30, 2023,
ADDRESSED AS FOLLOWS:**

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177

Online Submissions: www.LuckinConvertibleNotesSettlement.com



EXHIBIT B



1 McInnis Parkway
Suite 250
San Rafael, CA 94903
P: (415) 458-3015

November 1, 2022

«FirstName» «LastName»
«Company»
«Addr1»
«Addr2»
South Bend, IN 46601
«FCountry»

Re: Luckin Convertible Notes Settlement

Dear «GENDER» «LastName»:

Please find enclosed the Notice of Proposed Settlement of Class Action and Proof of Claim and Release for the above referenced litigation. Please note both the class period and the designated eligible securities described on page one of the Notice, specifically the inclusion of all persons and entities (and their beneficiaries) who, at any time, purchased or otherwise acquired Luckin Coffee Inc. ("Luckin") Convertible Notes issued on or about January 10, 2020 (the "Convertible Notes") and who did not release claims based on their purchase or acquisition of the Convertible Notes in connection with Luckin's noteholder scheme of arrangement, or otherwise ("Settlement Class" or "Settlement Class Members"). In addition, **the Notice provides that the Exclusion Deadline is December 27, 2022 and the Claim Filing Deadline is January 30, 2023.**

Please pay particular attention to the "Special Notice to Banks, Brokers, and Other Nominees" on page ten of the Notice which states, in part: If you hold any Luckin Convertible Notes, as a nominee for a beneficial owner, then, within ten (10) business days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator at notifications@gilardi.com or: Luckin Convertible Notes Settlement, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 6177, Novato, CA 94948-6177. 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.

Please do not make your own copies of the Proof of Claim Form, as copies may not be accepted for processing. Additional copies of the appropriate documents may be requested by contacting us at the above address and/or phone number. If we conduct the necessary mailing on your behalf, please submit names and addresses either via email to Notifications@Gilardi.com, via CD Rom to the above address or contact us to obtain secure FTP transmission instructions. Mailing labels will be accepted, but you may be requested to provide an additional copy of the address information you send. Do not include any confidential information that should not appear on a mailing label.

The data provided must be in one of the following formats:

- ASCII Fixed Length file
- ASCII Tab Delimited file
- Microsoft Excel spreadsheet

Your request must also specify the case name and Control Total(s) (for example, the total number of name and address records provided) for each file submission. If you have any questions, please email to Notifications@Gilardi.com

Sincerely,

Gilardi and Company, LLC

EXHIBIT C

BUSINESS NEWS

HarperCollins Union Strikes Over Wages and Benefits

By JEFFREY A. TRACHTENBERG

A union representing approximately 250 members at HarperCollins Publishers went on an open-ended strike Thursday morning in an effort to secure higher wages and improved benefits.

The union, Local 2110 of the United Auto Workers, put up a picket line outside the company's headquarters in lower Manhattan. Employees represented by the union include editorial, sales and publicity staffers. HarperCollins Publishers employs about 4,000 people globally.

"There is never a good time for a strike, but we have to do it," said Olga Brudastova, president of the local. "We've been in negotiations since mid-December and working without a contract since April."

Ms. Brudastova said the local received an email Nov. 3 from Zandra Magariño, senior vice president, people, at HarperCollins, in which Ms. Magariño said the local shouldn't expect the company's latest economic proposal to change. That position led the local to go on strike, Ms. Brudastova said.

A spokeswoman for HarperCollins said the publisher "has agreed to a number of proposals that the United Auto Workers Union is seeking to include in a new contract." HarperCol-



Union workers picketed outside HarperCollins headquarters in lower Manhattan on Thursday.

lins, like The Wall Street Journal, is owned by News Corp. "We are disappointed an agreement has not been reached and will continue to negotiate in good faith," the spokeswoman said.

Ms. Magariño on Nov. 4 sent a memo to HarperCollins employees in which she said entry-level salaries rose by 25% since the last signed contract. She said HarperCollins recently gave merit raises to staffers, including members of the UAW.

News Corp on Nov. 8 re-

ported segment earnings before interest, taxes, depreciation and amortization at HarperCollins fell 54% to \$39 million on an 11% decline in revenue for the quarter ended Sept. 30. News Corp attributed the poor results primarily to a decision by Amazon.com Inc. to reduce inventory levels and close warehouses. The cutbacks led to lower sales of physical books.

The union held a one-day strike in July over pay and benefits issues, contending that union members earned

\$55,000 on average, with the lowest-paid employees earning \$45,000. "We didn't make progress after our one-day strike," said Laura Harshberger, a senior production editor. "This is what everybody wanted to do. It isn't about one person's pay but about making HarperCollins a better place to work."

The new strike started at about 9 a.m. Thursday. An estimated 50 to 75 pickets at 195 Broadway carried signs that read "Union Strong" and "Union Workers Want Fair Wages."

Keurig Dr Pepper CEO Resigns Over Conduct Violation

By COLIN KELLAHER

Keurig Dr Pepper Inc. said Ozan Dokmecioglu, who took the helm of the beverage maker at the end of July, has resigned as president, chief executive and a board member over violations of the company's code of conduct.

The Burlington, Mass., company said Bob Gamgort, who has been serving as executive chairman since handing the reins to Mr. Dokmecioglu, has reassumed the CEO post.

Keurig didn't disclose details of the violations by Mr. Dokmecioglu but said they were unrelated to the company's strategy, operations or financial reporting.

"Every employee, without exception, is accountable for knowing and following" the company's code of conduct, Keurig's lead director, Paul Michaels, said.

Mr. Dokmecioglu had been serving as Keurig's chief financial officer and president of its international operations before he was tapped to succeed the 60-year-old Mr. Gamgort, who had been CEO since the 2018 union of Keurig Green Mountain and Dr Pepper Snapple.

Keurig said Mr. Gamgort would also continue to serve as executive chairman, adding that Mr. Dokmecioglu's departure reduces the size of its board to 11 members.



The beverage company didn't disclose details of the violation.

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CLASS ACTION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ROEI AZAR, Individually and on Behalf of All Others
Similarly Situated,
Plaintiff,
vs.
GRUBHUB INC., et al.,
Defendants.

Case No. 1:19-cv-07665
CLASS ACTION
Judge Matthew F. Kennelly
Magistrate Judge Jeffrey Cole

SUMMARY NOTICE

TO: ALL PERSONS WHO PURCHASED OR ACQUIRED GRUBHUB, INC. ("GRUBHUB") COMMON STOCK BETWEEN APRIL 25, 2019 AND OCTOBER 28, 2019, INCLUSIVE

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of Illinois, Eastern Division (the "Court") and Rule 23 of the Federal Rules of Civil Procedure, that (i) the above-captioned litigation (the "Litigation") has been preliminarily certified as a class action on behalf of a class of all Persons who purchased Grubhub common stock between April 25, 2019 and October 28, 2019, inclusive, except for certain Persons excluded from the Class as defined in the full printed Notice of Pendency and Proposed Settlement of Class Action ("Notice"), which is available as described below; and (ii) Lead Plaintiff and Defendants in the Litigation have reached an agreement to settle the Litigation for \$42,000,000 in cash (the "Settlement"). If the Settlement is approved it will resolve all claims in the Litigation. Any capitalized terms used in this Summary Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation of Settlement dated October 7, 2022 (the "Stipulation") and the Notice.

A telephonic hearing will be held on January 12, 2023, at 9:00 a.m., before the Honorable Matthew F. Kennelly. The dial-in number is 888-684-8852, access code 746-1053. The purpose of the hearing is to determine: (1) whether the proposed Settlement of the claims in the Litigation for the sum of \$42,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) whether a Class should be certified for purposes of the Settlement; (3) whether, thereafter, this Litigation should be dismissed with prejudice pursuant to the terms and conditions set forth in the Stipulation; (4) whether the proposed Plan of Allocation is fair, reasonable, and adequate and therefore should be approved; and (5) the reasonableness of the application of Lead Counsel for the payment of attorneys' fees and expenses incurred in connection with this Litigation, together with the interest earned thereon (and any payment to the Lead Plaintiff pursuant to the Private Securities Litigation Reform Act of 1995 in connection with its representation of the Class).

If you purchased or acquired Grubhub common stock during the period between April 25, 2019 and October 28, 2019, inclusive, your rights may be affected by the settlement of this Litigation. If you have not received a detailed Notice and a copy of the Proof of Claim and Release form ("Proof of Claim"), you may obtain copies (as well as a copy of the Stipulation) by writing to Grubhub Securities Litigation, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 6198, Novato, CA 94948-6198, or by downloading this information at www.GrubhubSecuritiesLitigation.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim either online at www.GrubhubSecuritiesLitigation.com by February 2, 2023, or by mail postmarked no later than February 2, 2023, establishing that you are entitled to recovery.

If you desire to be excluded from the Class, you must submit a request for exclusion postmarked by December 22, 2022, in the manner and form explained in the detailed Notice referred to above. All Members of the Class who do not timely and validly request exclusion from the Class will be bound by any judgment entered in the Litigation pursuant to the terms and conditions of the Stipulation.

Any objection to the Settlement must be mailed or delivered to the Clerk of the Court and counsel for the Settling Parties at the addresses below such that it is received no later than December 22, 2022:

Court:

Clerk of the Court
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
Everett McKinley Dirksen U.S. Courthouse
219 South Dearborn Street
Chicago, IL 60604

Counsel for Lead Plaintiff:

Theodore J. Pintar
ROBBINS GELLER RUDMAN & DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

Stefan Atkinson
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the Settlement, you may contact counsel for Lead Plaintiff at the address listed above, email settlementinfo@rgrdlaw.com, or go to the following website: www.GrubhubSecuritiesLitigation.com.

DATED: October 14, 2022

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS

CLASS ACTION

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

In re LUCKIN COFFEE INC. SECURITIES LITIGATION X Index No. 651939/2020
: CLASS ACTION
This Document Relates To: : SUMMARY NOTICE OF PROPOSED
THE CONSOLIDATED ACTION. : SETTLEMENT OF CLASS ACTION
: X

TO: ALL PERSONS AND ENTITIES (AND THEIR BENEFICIARIES) WHO, AT ANY TIME, PURCHASED OR OTHERWISE ACQUIRED LUCKIN COFFEE INC. ("LUCKIN") CONVERTIBLE NOTES ISSUED ON OR ABOUT JANUARY 10, 2020 (THE "CONVERTIBLE NOTES") AND WHO DID NOT RELEASE CLAIMS BASED ON THEIR PURCHASE OR ACQUISITION OF THE CONVERTIBLE NOTES IN CONNECTION WITH LUCKIN'S NOTEHOLDER SCHEME OF ARRANGEMENT, OR OTHERWISE ("SETTLEMENT CLASS" OR "SETTLEMENT CLASS MEMBERS")

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on January 31, 2023, at 9:30 a.m., before the Honorable Andrew Borrok, Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, Courtroom 238, New York, NY 10007, to determine whether: (1) the proposed Settlement (the "Settlement") of the above-captioned action as set forth in the Stipulation of Settlement ("Stipulation") for \$7,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered; (3) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action ("Notice"), which is discussed below), and, if so, in what amount; (4) to award Plaintiffs for representing the Settlement Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair, reasonable, and adequate.

This Action is a consolidated securities class action brought on behalf of those persons who purchased or acquired Luckin Convertible Notes, against Luckin and certain of its current and former officers and directors and the Convertible Notes underwriters (collectively, "Defendants") for, among other things, allegedly misstating and omitting material facts from the Prospectus filed with the U.S. Securities and Exchange Commission in connection with the offering of the Convertible Notes. Defendants deny all of Plaintiffs' allegations.

IF YOU PURCHASED OR ACQUIRED LUCKIN CONVERTIBLE NOTES, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form ("Proof of Claim") by mail (postmarked no later than **January 30, 2023**) or electronically (no later than **January 30, 2023**). Your failure to submit your Proof of Claim by January 30, 2023, will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of this Action. If you are a member of the Settlement Class and do not request exclusion therefrom, you will be bound by the Settlement and any judgment and release entered in the Action, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.

If you have not received a copy of the Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim, you may obtain these documents, as well as a copy of the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice) and other settlement documents, online at www.LuckinConvertibleNotesSettlement.com, or by writing to:

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177

Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Lead Counsel:

Ellen Gusikoff Stewart ROBBINS GELLER RUDMAN & DOWD LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 Telephone: 800-449-4900	Michael C. Dell' Angelo BERGER MONTAGUE PC 1818 Market Street, Suite 3600 Philadelphia, PA 19103 Telephone: 215-875-3000	Edward F. Haber SHAPIRO HABER & URMY LLP Two Seaport Lane Boston, MA 02210 Telephone: 617-439-3939
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IF YOU DESIRE TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS POSTMARKED BY DECEMBER 27, 2022, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE AWARDS TO PLAINTIFFS FOR REPRESENTING THE SETTLEMENT CLASS. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO LEAD COUNSEL AND LUCKIN'S COUNSEL BY DECEMBER 27, 2022, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: OCTOBER 7, 2022

BY ORDER OF THE SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

¹ The Stipulation can be viewed and/or obtained at www.LuckinConvertibleNotesSettlement.com.

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PUBLIC NOTICES

NOTICE
Celgene Omicron Holdings, Inc.
(the "Company")
NOTICE IS GIVEN that the Company intends to merge with Celem Ltd. and Celem LLC and the surviving company shall continue as a corporation in the State of Delaware, in the United States of America.
Dated: November 11, 2022.
Celgene Omicron Holdings, Inc.

THE WALL STREET JOURNAL.

THE MARKETPLACE

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Declaration of Publication

I, Carla Peak, as Vice President, Legal Notification Services at Gilardi & Co. LLC, a KCC Class Action Services Company in San Rafael, California, hereby certify that I caused the attached notice to be printed in said publication on November 11, 2022:

Name of Publication: The Wall Street Journal

Address: 1211 Avenue of the Americas

City, State, Zip: New York, NY 10036

Phone #: 1-800-568-7625

State of: New York

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 11th day of November 2022, at Sellersville, Pennsylvania.



Carla Peak



Robbins Geller Rudman & Dowd LLP, Berger Montague PC and Shapiro Haber & Urmey LLP Announce Proposed Settlement in the Luckin Coffee Inc. Securities Litigation

November 11, 2022 08:00 AM Eastern Standard Time

NEW YORK--(BUSINESS WIRE)--The following statement is being issued by Robbins Geller Rudman & Dowd LLP, Berger Montague PC and Shapiro Haber & Urmey LLP regarding the Luckin Coffee Inc. Securities Litigation:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

_____ X
In re LUCKIN COFFEE INC. : Index No. 651939/2020
SECURITIES LITIGATION

This Document Relates To: : CLASS ACTION
THE CONSOLIDATED ACTION. : SUMMARY NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION
_____ X

TO: ALL PERSONS AND ENTITIES (AND THEIR BENEFICIARIES) WHO, AT ANY TIME, PURCHASED OR OTHERWISE ACQUIRED LUCKIN COFFEE INC. (“LUCKIN”) CONVERTIBLE NOTES ISSUED ON OR ABOUT JANUARY 10, 2020 (THE “CONVERTIBLE NOTES”) AND WHO DID NOT RELEASE CLAIMS BASED ON THEIR PURCHASE OR ACQUISITION OF THE CONVERTIBLE NOTES IN CONNECTION WITH LUCKIN’S NOTEHOLDER SCHEME OF ARRANGEMENT, OR OTHERWISE (“SETTLEMENT CLASS” OR “SETTLEMENT CLASS MEMBERS”)

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

YOU ARE HEREBY NOTIFIED that a hearing will be held on January 31, 2023, at 9:30 a.m., before the Honorable Andrew Borrok, Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, Courtroom 238, New York, NY 10007, to determine whether: (1) the proposed settlement (the “Settlement”) of the above-captioned action as set forth in the Stipulation of Settlement (“Stipulation”)¹ for \$7,000,000 in cash should be approved by the Court as fair, reasonable, and adequate; (2) the Judgment as provided under the Stipulation should be entered; (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in the Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below), and, if so, in what amount; (4) to award Plaintiffs for representing the Settlement Class out of the Settlement Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the Court as fair, reasonable, and adequate.

This Action is a consolidated securities class action brought on behalf of those persons who purchased or acquired Luckin Convertible Notes, against Luckin and certain of its current and former officers and directors and the Convertible Notes underwriters (collectively, “Defendants”) for, among other things, allegedly misstating and omitting material facts from the

IF YOU PURCHASED OR ACQUIRED LUCKIN CONVERTIBLE NOTES, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS ACTION.

To share in the distribution of the Settlement Fund, you must establish your rights by submitting a Proof of Claim and Release form ("Proof of Claim") by mail (**postmarked no later than January 30, 2023**) or electronically (**no later than January 30, 2023**). Your failure to submit your Proof of Claim by January 30, 2023, will subject your claim to rejection and preclude your receiving any of the recovery in connection with the Settlement of this Action. If you are a member of the Settlement Class and do not request exclusion therefrom, you will be bound by the Settlement and any judgment and release entered in the Action, including, but not limited to, the Judgment, whether or not you submit a Proof of Claim.

If you have not received a copy of the Notice, which more completely describes the Settlement and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim, you may obtain these documents, as well as a copy of the Stipulation (which, among other things, contains definitions for the defined terms used in this Summary Notice) and other settlement documents, online at www.LuckinConvertibleNotesSettlement.com, or by writing to:

Luckin Convertible Notes Settlement
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 6177
Novato, CA 94948-6177

Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

Inquiries, other than requests for the Notice or for a Proof of Claim, may be made to Lead Counsel:

Ellen Gusikoff Stewart
ROBBINS GELLER RUDMAN &
DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101
Telephone: 800-449-4900

Michael C. Dell'Angelo
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: 215-875-3000

Edward F. Haber
SHAPIRO HABER & URMY LLP
Two Seaport Lane
Boston, MA 02210
Telephone: 617-439-3939

IF YOU DESIRE TO BE EXCLUDED FROM THE SETTLEMENT CLASS, YOU MUST SUBMIT A REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY DECEMBER 27, 2022**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE SETTLEMENT CLASS WHO HAVE NOT REQUESTED EXCLUSION FROM THE SETTLEMENT CLASS WILL BE BOUND BY THE SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE AWARDS TO PLAINTIFFS FOR REPRESENTING THE SETTLEMENT CLASS. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO LEAD COUNSEL AND LUCKIN'S COUNSEL **BY DECEMBER 27, 2022**, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: OCTOBER 7, 2022 BY ORDER OF THE SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

¹ The Stipulation can be viewed and/or obtained at www.LuckinConvertibleNotesSettlement.com.

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Declaration of Publication

I, Carla Peak, as Vice President, Legal Notification Services at Gilardi & Co. LLC, a KCC Class Action Services Company in San Rafael, California, hereby certify that I caused the attached notice to be published as a press release by the following wire service:

Name of Publication: BusinessWire

Address: 101 California Street 20th Floor

City, ST Zip: San Francisco, CA 94111

Phone #: 415-986-4422

State of: California

The press release was distributed on November 11, 2022 to the following media circuits offered by the above-referenced wire service:

1. National Newslite

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 11th day of November 2022, at Sellersville, Pennsylvania.



Carla Peak