

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

ROBERT CURRY, Individually and on Behalf
of All Others Similarly Situated,

Plaintiff,

v.

HANSEN MEDICAL, INC., FREDERIC H.
MOLL, STEVEN M. VAN DICK, GARY C.
RESTANI, and CHRISTOPHER SELLS

Defendants.

This Document Relates To:

ALL ACTIONS.

Lead Case No. 4:09-cv-05094-CW

**NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF CLASS
ACTION, MOTION FOR ATTORNEYS'
FEES AND EXPENSES, AND
SETTLEMENT FAIRNESS HEARING**

**IF YOU PURCHASED OR ACQUIRED HANSEN MEDICAL, INC. COMMON STOCK BETWEEN
FEBRUARY 19, 2008, AND OCTOBER 18, 2009, INCLUSIVE, YOU COULD RECEIVE A PAYMENT FROM
A CLASS ACTION SETTLEMENT.**

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

Your legal rights are affected whether you act or don't act.

Read this Notice carefully.

Security and Time Period: Hansen Medical, Inc. ("Hansen" or the "Company") common stock (stock symbol: HNSN) purchased or acquired between February 19, 2008, and October 18, 2009, inclusive (the "Class Period").

Settlement Fund: \$8,500,000, comprised of \$4,250,000 in cash and \$4,250,000 in Hansen stock. Your individual recovery will depend on the number of shares of Hansen common stock you, and other Class Members who file valid claims, purchased and sold and the prices at which you, and the other Class Members who file valid claims, purchased and sold those shares. Based upon information currently available to Plaintiffs and the analysis performed by their damages consultant, it is estimated that if Class Members submit claims for 100% of the common stock eligible for distribution, the estimated average distribution per share of common stock will be approximately \$0.34 per share before deduction of Court-approved fees and expenses and costs of notice and claims administration. Historically, actual claims rates are less than 100%, which will result in a higher distribution per share.

Reasons for Settlement: The case has been litigated since October 2009. The Plaintiffs and Lead Counsel believe that the Settlement provides the Class with a benefit now, instead of after years of further uncertain litigation, including disposition of summary judgment motions, a contested trial and likely appeals, with the possibility of no recovery at all.

Plaintiffs allege that Hansen's stock price was artificially inflated as a result of a series of untrue or materially misleading statements concerning Hansen's improper revenue recognition and accounting irregularities as disclosed by Hansen's restatement of several quarters of financial results. Plaintiffs further contend that the Settling Defendants made these statements knowing them to be false or misleading, or recklessly disregarding their false or misleading natures, and that investors suffered injury as a result of the alleged inflation.

The Settling Defendants have denied and continue to deny each and all of the allegations made and claims brought by Plaintiffs, maintain that they have meritorious defenses and contend that many of the factual allegations are materially inaccurate. The Settling Defendants also have denied and continue to deny, *inter alia*, the allegations that Plaintiffs or the Class have suffered damages, that the prices of Hansen common stock were artificially inflated by reason of alleged misrepresentations, non-disclosures, or otherwise, or that Plaintiffs or the Class were harmed by the conduct alleged in the Operative or Proposed Complaints or otherwise.

Nonetheless, the Settling Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation of Settlement (the “Stipulation”) entered into between Plaintiffs and the Settling Defendants. The Settling Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation. The Settlement shall in no event be construed as, or deemed to be evidence of, an admission or concession by any of the Settling Defendants with respect to any claim of any fault or liability or wrongdoing or damage to the Class Members in this Litigation.

If the Case Had Not Settled: The Settlement must be compared to the risk of no recovery after contested dispositive motions, trial and likely appeals. A trial is a risky proposition. The claims in the Litigation involve numerous complex legal and factual issues, many of which would require expert testimony. The Settling Parties disagree on both liability and damages and do not agree on the average amount of damages per share, if any, that would be recoverable if Plaintiffs were to have prevailed on each claim alleged. Among the many key issues about which Plaintiffs and the Settling Defendants do not agree are: (1) whether the Defendants violated the securities laws or otherwise engaged in any wrongdoing; (2) whether the misrepresentations and omissions alleged by the Plaintiffs were material, false, misleading or otherwise actionable under the securities laws; (3) the extent (if any) that the alleged misrepresentations and omissions influenced the trading prices of Hansen common stock during the Class Period; and (4) the method for determining whether, and the extent to which, purchasers of Hansen stock suffered injury and damages that could be recovered at trial.

Attorneys’ Fees and Expenses: Lead Counsel have not received any payment for their work or expenses incurred in investigating the facts, conducting this Litigation and negotiating the Settlement on behalf of the Plaintiffs and the Class. Lead Counsel will ask the Court for attorneys’ fees not to exceed 30% of the Settlement Fund and expenses not to exceed \$175,000 to be paid from the Settlement Fund, plus interest on both amounts. The Lead Plaintiffs will also request payment for their actual costs and expenses (including lost wages) directly related to their representation of the Class, not to exceed \$3,500.00 each.

If the above amounts are requested and approved by the Court, the average cost per share of common stock will be approximately \$0.11 per share, making the estimated recovery per share after fees and expenses approximately \$0.23.

Dismissal and Releases: If the proposed Settlement is approved, the Court will enter a Final Judgment and Order of Dismissal with Prejudice (the “Judgment”). The Judgment will dismiss the Released Claims with prejudice as to the Released Persons, which include the Settling Defendants (including, but not limited to, their parents, subsidiaries and affiliates, and all of their employees, directors and officers). The Judgment will provide that all Class Members shall be deemed to have released and forever discharged all Released Claims (to the extent Members of the Class have such claims) against all Released Persons. The terms of the releases, including the meaning of the term “Released Claims,” are set forth in the Proof of Claim and Release form that is enclosed.

Deadlines:

Submit Claim:	October 25, 2013
File Objection:	October 25, 2013
Request Exclusion	October 25, 2013
Court Hearing on Fairness of Settlement:	November 21, 2013

More Information: www.HansenMedicalSecuritiesLitigation.com

Claims Administrator:

Curry v. Hansen Medical, Inc.

c/o GCG

P.O. Box 35067

Seattle, WA 98124-3508

1 (888) 985-9896

Lead Counsel:

Lionel Z. Glancy, Esq.

Glancy Binkow & Goldberg LLP

1925 Century Park East, Suite 2100

Los Angeles, CA 90067

1 (888) 773-9224

settlements@glancylaw.com

Your legal rights are affected whether you act, or don't act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM	The only way to receive a payment.
OBJECT	You may write to the Court if you do not like this Settlement.
EXCLUDE YOURSELF	Receive no payment. This is the only option that allows you to participate in another lawsuit against the Settling Defendants relating to the class claims being released in this case.
GO TO A HEARING	You may ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Receive no payment.

You may submit a claim or object, or do both, or do nothing. However, if you timely exclude yourself, that is the only thing you can do: you may not object in writing, you may not appear at the Court Hearing on Fairness of Settlement to state any objections, and you may not submit a claim.

If you object and do not request exclusion, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class Members who do not object.

Unless you timely request exclusion from the Class, or unless the Court rejects the proposed Settlement, you are bound by the Stipulation of Settlement and its Releases, whether or not you submit a claim or object.

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

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

The Court has authorized this Notice, but no money will be paid to anyone until the Court holds the Settlement Hearing on November 21, 2013. The Court has not decided the merits of this case.

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BASIC INFORMATION

1. Why Did I Receive This Notice Package?

You or someone in your family may have purchased or acquired Hansen common stock between February 19, 2008, and October 18, 2009, inclusive.

This Notice was sent because you have a right to know about a proposed Settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments to those persons who timely submit claims in the manner described below.

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

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *Curry v. Hansen Medical, Inc., et al.*, No. 4:09-cv-05094-CW. Mina Farr and Nader Farr are called Lead Plaintiffs, and the Lead Plaintiffs, and plaintiffs Robert Curry, Kim M. Prenter, Muthusamy Sivanantham, Jean Cawood, and Gary Cawood, are collectively referred to as Plaintiffs. The companies and persons they have sued, or intend to sue, including Hansen, are collectively called the Settling Defendants. The Settling Parties include Plaintiffs and the Settling Defendants.

2. What Is This Lawsuit About?

This Litigation alleges violations of the Federal Securities Laws (specifically Sections 10(b) and 20(a) of the Exchange Act (15 U.S.C. §78j(b) and 78(t)(a)) and Rule 10b-5 promulgated thereunder (17 C.F.R. §240.10b-5)) against Defendants.

Hansen is a Delaware corporation with its principal executive offices located in Mountain View, California. Hansen develops, manufactures, and sells medical robotics designed for the positioning, manipulation, and control of catheters and catheter-based technologies. Hansen's primary product is a large robotic navigation system called the Sensei Robotic Catheter System ("Sensei System" or "System"). The System is designed to manipulate and place catheters in locations within the heart during surgery for the diagnosis and treatment of patients who suffer from arrhythmia. During the Class Period, Hansen common stock traded on the NASDAQ Stock Exchange (NASDAQ) under the ticker symbol "HNSN."

Plaintiffs allege that, during the Class Period, Hansen's stock price was artificially inflated as a result of a series of untrue or materially misleading statements concerning Hansen's improper revenue recognition and accounting irregularities as disclosed by Hansen's restatement of several quarters of financial results. Plaintiffs further contend that the Settling Defendants made these statements knowing them to be false or misleading, or recklessly disregarding their false or misleading natures, and that investors suffered injury as a result of the alleged inflation.

3. Why Is This A Class Action?

Class actions are generally used in lawsuits that affect a large number of individuals; in effect, the class action operates to consolidate into a single action all of the claims of individuals allegedly harmed by the same conduct or course of conduct, thus alleviating the need for members of the class to file their own individual lawsuits to recover for the harm alleged. Once the class is certified, the Court is empowered to resolve all issues on behalf of members of the class, except for those members of the class, if any, who specifically choose to exclude themselves from the class.

As part of the preliminary approval process, Plaintiffs will ask the court to certify a Class for settlement purposes only. The proposed Class will consist of all persons or entities who purchased or otherwise acquired the publicly traded common stock of Hansen between February 19, 2008, and October 18, 2009, inclusive, and were allegedly damaged thereby, except defendants and persons and entities related to them. All Class Period purchasers of Hansen common stock are members of the Class, except those persons who timely file a request for exclusion by October 25, 2013. All persons who do not timely exclude themselves from the Class will be bound by the proposed Settlement and its accompanying Release.

4. Why Is There a Settlement?

The Court did not decide in favor of the Plaintiffs or the Settling Defendants. Instead, both sides agreed to a Settlement. This permits them to avoid the cost and uncertainty of a trial, and permits eligible Class Members who submit valid claims to receive compensation. The Plaintiffs and their attorneys believe the Settlement is best for all Class Members. The Settling Defendants have concluded that further defense of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation of Settlement. The Settling Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Litigation.

WHO IS IN THE SETTLEMENT

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

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

The Class includes **all persons or entities who purchased or otherwise acquired the publicly traded common stock of Hansen between February 19, 2008, and October 18, 2009, inclusive, and were allegedly damaged thereby.**

6. What Are the Exceptions to Being Included?

Not included in the class are Settling Defendants, their corporate affiliates, members of their immediate families, and their heirs, successors and assigns, and any officers or directors of Hansen.

7. I'm Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call Lionel Z. Glancy of Glancy Binkow & Goldberg LLP at 1 (888) 773-9224 for more information or The Garden City Group, Inc. ("GCG") at 1 (888) 985-9896. Or you can fill out and return the claim form described in question 10, to see if you qualify, or go to www.HansenMedicalSecuritiesLitigation.com for more information.

THE SETTLEMENT BENEFITS — WHAT YOU GET

8. What Does the Settlement Provide?

The Settlement will result in a fund of \$8.5 million, comprised of \$4.25 million in cash and \$4.25 million in stock. Per the Stipulation of Settlement, Hansen will contribute \$4.25 million in stock to the Net Settlement Fund, valued based on the average closing price of the stock for the ten (10) trading days prior to final approval of the Settlement. The stock shall not constitute "restricted securities" pursuant to the Securities Act of 1933, and may be sold or transferred by Authorized Claimants without registration under §5 of the Securities Act of 1933 or compliance with Rule 144 of the Securities Act of 1933.

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

9. How Much Will My Payment Be?

Your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members send in, the number of Hansen common shares you purchased or acquired during the relevant period, and the timing of your purchases and sales. You will not receive a payment, however, if your proportionate share of the Net Settlement Fund is less than \$10.00.

You can calculate your Recognized Claim in accordance with the formula shown below in the Plan of Allocation. The payment you receive will reflect your Recognized Claim in relation to the Recognized Claims of all persons submitting valid claim forms. Because the total of all Recognized Claims is expected to exceed the amount of the Net Settlement Fund, your Recognized Claim is not the amount of the payment that you can expect, but is used to determine how the Net Settlement Fund is allocated among all persons submitting claims.

HOW YOU OBTAIN A PAYMENT — SUBMITTING A CLAIM FORM

10. How Will I Obtain a Payment?

To qualify for payment, you must be an eligible Class Member, send in a valid Proof of Claim and Release form, and properly document your claim as requested in the claim form. A Proof of Claim and Release form is enclosed with this Notice. You may also get a Proof of Claim and Release form on the internet at www.HansenMedicalSecuritiesLitigation.com. Read the instructions carefully, fill out the Proof of Claim and Release form, include the documents the form asks for, sign it, and mail it so that it is postmarked no later than October 25, 2013.

11. When Will I Receive My Payment?

The Court will hold a hearing on November 21, 2013, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain when these appeals will be resolved, and resolving them can take time, perhaps more than a year. Even if no appeals are filed, it will take several months for the Claims Administrator to process all of the Proof of Claim and Release forms and determine the ultimate distribution amounts.

12. What Am I Giving Up to Receive a Payment?

As a Class Member, you will be giving up certain rights that you currently have if the Court approves the Settlement. Unless you timely exclude yourself from the Class by the October 25, 2013, deadline, you are a Member of the Class and will be bound by the Release of claims against the Defendants. That means that you cannot sue, continue to sue, or be part of any other lawsuit against the Settling Defendants about the Released Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your claims in this case against the Settling Defendants. The terms of the Release are included in the claim form that is enclosed. Note: If you object, but the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Members of the Class who do not object.

EXCLUDING YOURSELF FROM THE CLASS ACTION SETTLEMENT

If you do not want a payment from the class action Settlement, but you want to keep the right to sue or continue to sue the Settling Defendants on your own for the Released Claims in the class action then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

13. How Do I Get Out of the Class?

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *Curry v. Hansen Medical, Inc.*, No. 4:09-cv-05094-CW. To be valid, your request must include your name, address, telephone number, and signature, the number of shares of Hansen common stock you purchased or acquired between February 19, 2008 and October 18, 2009, inclusive, the number of shares sold during this time period, if any, the dates of such purchases and/or sales, and the price(s) paid or received per share for each such purchase or sale. You must mail your exclusion request postmarked no later than October 25, 2013, to:

Curry v. Hansen Medical, Inc.
c/o GCG
P.O. Box 35067
Seattle, WA 98124-3508
1 (888) 985-9896

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

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

No. Unless you exclude yourself from the Class, you give up any right to sue the Settling Defendants or their Released Persons for the Released Claims in the class action Settlement. If you have a pending lawsuit against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is October 25, 2013.

15. If I Exclude Myself, Can I Receive Money from the Class Action Settlement?

No. If you exclude yourself, do not send in a claim form.

THE LAWYERS REPRESENTING YOU

16. Do I Have a Lawyer in This Case?

The Court appointed the law firm of Glancy Binkow & Goldberg LLP to represent you and other Class Members. These lawyers are called Lead Counsel. You will not be personally liable for the fees and expenses incurred by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How Will the Lawyers Be Paid?

Lead Counsel and the other Settling Class Action Plaintiffs' Counsel will ask the Court for attorneys' fees of 30% of the Settlement Fund and for expenses up to \$175,000 in connection with the Litigation. The Lead Plaintiffs will also request payment of their actual costs and expenses (including lost wages) directly related to their representation of the Class, not to exceed \$3,500.00 each. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel and the other Settling Class Action Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Since the case began in 2009, Lead Counsel and the other Settling Class Action Plaintiffs' Counsel have conducted all of the investigation, briefing, and motions practice necessary to litigate the action, and consulted experts regarding the damages. To date, Lead Counsel and the other Settling Class Action Plaintiffs' Counsel have not been paid for their services in conducting this Litigation on behalf of the Plaintiffs and the Class, nor for their expenses. Lead Counsel and the other Settling Class Action Plaintiffs' Counsel have expended to date more than 5,830 hours of attorney time in prosecuting the Class's claims and will ask the Court for actual expenses not to exceed \$175,000 in prosecuting the Litigation. The fee requested will compensate Lead Counsel for their work in achieving the Settlement Fund.

Lead Counsel shall file a formal motion with the District Court for approval of the Settlement, the Plan of Allocation, and the request for attorneys' fees and expenses not later than October 4, 2013. That motion will argue that the requested fees are well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court determines what counsel should receive from the Settlement Fund for fees and expenses, and may award less than this amount.

OBJECTING TO THE SETTLEMENT

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

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

If you are a Class Member, you can object to the Settlement if you do not like any part of it, including the Plan of Allocation and the request for attorneys' fees and expenses. You can state the reasons why you think the Court should not approve it, and the Court will consider your views. To object, you must send a letter saying that you object to the Settlement in *Curry v. Hansen Medical, Inc.*, No. 4:09-cv-05094-CW. Be sure to include your name, address, telephone number, and signature, the number of shares of Hansen common stock purchased and/or acquired between February 19, 2008, and October 18, 2009, inclusive, and the reasons you object. The motions in support of the Settlement and the request for attorneys' fees will be filed no later than October 4, 2013, and they will be available from Lead Counsel, the Claims Administrator or the Court: their contact information is listed in Section 23, below. Any objection must be mailed or delivered such that it is received by *each* of the following no later than October 25, 2013:

Court:

Clerk of the Court
Office of the Clerk
United States District Court
1301 Clay Street, Suite 400S
Oakland, CA 94612

Lead Counsel Designee:

Lionel Z. Glancy, Esq.
Glancy Binkow & Goldberg LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067

Defendants' Counsel Designee:

Bruce Vanyo
Katten Muchin Rosenman LLP
2029 Century Park East, Suite 2600
Los Angeles, CA 90067-3012

THE COURT'S SETTLEMENT HEARING

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

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

The Court will hold a Settlement Hearing on November 21, 2013, at 2:00 p.m., before The Honorable Claudia Wilken, at the United States District Court - Oakland Courthouse, Courtroom 2 – 4th Floor, 1301 Clay Street, Oakland, CA 94612. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider how much to pay to Plaintiffs' Counsel and whether the Plan of Allocation is fair, reasonable, and adequate. The Court may decide these issues at the hearing or take them under consideration for a later decision.

20. Do I Have to Come to the Hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection is filed with the Court and received by the Parties no later than October 25, 2013, the Court will consider it. You may also send your own lawyer to attend (at your own expense), but it is not necessary.

21. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Settlement Hearing. To do so, you must send a letter saying that it is your intention to appear in *Curry v. Hansen Medical, Inc.*, No. 4:09-cv-05094-CW. Be sure to include your name, address, telephone number, signature, and the number of shares of Hansen common stock purchased and/or acquired between February 19, 2008, and October 18, 2009, inclusive. Your notice of intention to appear must be received no later than October 25, 2013, by the Clerk of the Court, Lead Counsel Designee and the Settling Defendants' Counsel Designee, at the three addresses listed in question 18.

IF YOU DO NOTHING

22. What Happens if I Do Nothing at All?

If you do nothing, all of your Released Claims against the Settling Defendants will be released, but you will not receive any money from this Settlement because it is necessary to submit a Proof of Claim and Release form.

GETTING MORE INFORMATION

23. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated May 9, 2013. You can obtain a copy of the Stipulation of Settlement or more information about the Settlement by contacting

Lead Counsel:

Lionel Z. Glancy, Esq.
Glancy Binkow & Goldberg LLP
1925 Century Park East, Suite 2100
Los Angeles, CA 90067
1 (888) 773-9224
settlements@glancylaw.com

or the Claims Administrator:

Curry v. Hansen Medical, Inc.
c/o GCG
P.O. Box 35067
Seattle, WA 98124-3508
1 (888) 985-9896

or by visiting www.HansenMedicalSecuritiesLitigation.com.

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

Clerk of the Court
Office of the Clerk
United States District Court
1301 Clay Street, Suite 400S
Oakland, CA 94612

UNDERSTANDING YOUR PAYMENT

The Net Settlement Fund shall be distributed to Class Members who submit acceptable Proofs of Claim and Release forms ("Authorized Claimants") in the following manner:

a. The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon the recognized loss formula (the "Recognized Loss") described below. The Recognized Loss formula is intended to equitably apportion the Net Settlement Fund among Class Members. The Recognized Loss formula, which is also known as the Plan of Allocation, is not an estimate of what a Class Member would have recovered after trial; nor is it the amount that the Authorized Claimant will be paid pursuant to the Settlement.

b. A Class Member's actual share of the Net Settlement Fund will be determined by the ratio of the Class Member's Recognized Loss divided by the aggregate of the Recognized Loss of all Class Members who submit valid Proof of Claim and Release forms.

c. This Plan of Allocation is based on the following principles applicable to Class Members:

i. Plaintiffs asserted claims pursuant to Section 10(b) of the Securities Exchange Act of 1934 ("Section 10(b)"). Damages under Section 10(b) are calculated, among other things, by determining the stock price drop caused by the disclosure of information correcting prior materially false and misleading statements or reflecting materializations of risks which were a foreseeable consequence of the alleged concealment.

d. For shares of common stock purchased or otherwise acquired between February 19, 2008, and October 18, 2009:

i. For shares held at the end of trading on January 15, 2010, the Recognized Loss shall be that number of shares multiplied by the lesser of:

- (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
- (2) the difference between the purchase price per share and \$2.82.¹

ii. For shares sold between February 19, 2008, and October 18, 2009, the Recognized Loss shall be that number of shares multiplied by the lesser of:

- (1) the applicable purchase date artificial inflation per share figure less the applicable sales date artificial inflation per share figure, as found in Table A; or
- (2) the difference between the purchase price per share and the sales price per share.

iii. For shares sold between October 19, 2009, and January 15, 2010, the Recognized Loss shall be the lesser of:

- (1) the applicable purchase date artificial inflation per share figure, as found in Table A; or
- (2) the difference between the purchase price per share and the average closing price between June 25, 2009, and the date of sale.²

Table A

Artificial Inflation

<u>Purchase or Sale Date Range</u>	<u>Per Share</u>
02/19/2008 – 07/06/2009	\$1.86
07/07/2009 – 10/18/2009	\$0.36

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

f. The receipt or grant by gift, devise, or operation of law of Hansen common stock during the Class Period shall not be deemed a purchase or sale of Hansen common stock shares for the calculation of an Authorized Claimant’s Recognized Loss nor shall it be deemed an assignment of any claim relating to the purchase of such securities. The grantor of the gift or devise, who purchased Hansen common stock during the Class Period, shall retain the right to file a claim in this Litigation unless that right to file a claim was specifically transferred in the instrument of gift or assignment.

g. The receipt of Hansen common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase or sale of Hansen common stock.

¹ 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.” \$2.82 was the mean closing price of Hansen Medical common stock during the 90-day period beginning on October 19, 2009, and ending on January 15, 2010.

² Pursuant to Section 21(D)(e)(2) 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, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

h. Any gains on sales of Hansen common stock shall be offset against losses in calculating the Recognized Loss. To the extent a Claimant had an overall gain from transactions in Hansen common stock during the Class Period, the value of the Recognized Loss will be zero.

i. Because of the relative size of the cost of such distributions, no Authorized Claimant whose proportionate share of the Net Settlement Fund is less than \$10.00 shall receive a distribution from the Net Settlement Fund. Such accounts shall be distributed among all remaining Authorized Claimants.

j. Class Members who do not submit a timely request for exclusion and do not submit an acceptable Proof of Claim and Release form by the deadline for submitting claims, will not share in the recovery, but nevertheless will be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Litigation.

k. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

SPECIAL NOTICE TO NOMINEES

The Court has ordered that if you held any Hansen common stock purchased or acquired between February 19, 2008, and October 18, 2009, inclusive, as nominee for a beneficial owner, then, within twenty (20) 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:

Curry v. Hansen Medical, Inc.
c/o GCG
P.O. Box 35067
Seattle, WA 98124-3508

If you choose to mail the Notice and Proof of Claim and Release 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 administrative costs actually 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.