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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

STEPHEN BUSHANSKY, Individually and On
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

ALLIANCE FIBER OPTICS PRODUCTS,
INC., PETER C. CHANG, GWONG-YIH LEE,
JAMES C. YEH, RICHARD B. BLACK, RAY
SUN, CORNING INCORPORATED,
APRICOT MERGER COMPANY and DOES
1-25, inclusive,

Defendants.

Case No. 16CV294245

CLASS ACTION

**NOTICE OF SETTLEMENT OF
CLASS ACTION**

Department: 1
Judge: Hon. Brian C. Walsh

BAHMAN KHAKE, Individually and On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

ALLIANCE FIBER OPTICS PRODUCTS, INC.,
PETER C. CHANG, GWONG-YIH LEE, JAMES
C. YEH, RICHARD B. BLACK, RAY SUN,
CORNING INCORPORATED, APRICOT
MERGER COMPANY and DOES 1-25,
inclusive,

Defendants.

Case No. 16CV294833

CLASS ACTION

1
2 TO: ALL PERSONS WHO WERE THE RECORD OR BENEFICIAL OWNER OF
3 COMMON STOCK OF ALLIANCE FIBER OPTICS PRODUCTS, INC. (“AFOP” OR
4 THE “COMPANY”) FROM APRIL 7, 2016, THROUGH AND INCLUDING THE
5 CONSUMMATION OF THE ACQUISITION OF AFOP BY CORNING
6 INCORPORATED (“CORNING”) ON JUNE 3, 2016

7 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR
8 RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION.

9 This Notice has been sent to you pursuant to an order of the Superior Court of California
10 for Santa Clara County (“Santa Clara Court”). The purpose of this Notice is to inform you of the
11 proposed settlement of this class-action litigation and of the hearing to be held by the Santa Clara
12 Court to consider the fairness, reasonableness, and adequacy of the settlement. This Notice
13 describes the rights you may have in connection with the settlement and what steps you may take
14 in relation to the settlement and this class-action litigation.

15 This Notice is not an expression of any opinion by the Santa Clara Court about the merits
16 of any of the claims or defenses asserted by any party in these Actions or the fairness or adequacy
17 of the proposed settlement.

18 **I. THE LITIGATION**

19 On April 7, 2016, AFOP entered into an Agreement and Plan of Merger (the “Merger
20 Agreement”) with Corning whereby Corning, through its wholly owned subsidiary Apricot Merger
21 Company (“Apricot” and together with Corning, “Acquiring Party”), commenced a tender offer to
22 acquire all of the outstanding shares of AFOP in an all-cash transaction valued at approximately
23 \$305 million (together, the “Acquisition”).

24 On April 22, 2016, plaintiff Stephen Bushansky (“Bushansky”) filed a lawsuit entitled
25 *Stephen Bushansky v. Alliance Fiber Optic Products, Inc., et al.*, Case No. 16-CV-294245
26 (“Bushansky Action”) in the Santa Clara Court on behalf of public stockholders of AFOP common
27 stock, naming as defendants Peter C. Chang, Gwong-Yih Lee, James C. Yeh, Richard B. Black,
28 Ray Sun (the “Individual Defendants”), AFOP, Corning and the Apricot (collectively with the
Individual Defendants, “Defendants”). On April 27, 2016, plaintiff Rudy Luck (“Luck”) filed a
lawsuit against the Defendants entitled *Rudy Luck v. Alliance Fiber Optic Production, Inc., et al.*,

1 Case No. 16-CV-294418 (the “Luck Action”) in Santa Clara Court on behalf of public stockholders
2 of AFOP common stock. On May 3, 2016, plaintiff Rick Doerr (“Doerr”) filed a lawsuit against
3 the Individual Defendants entitled *Rick Doerr v. Peter C. Chang, et al.*, Case No. 16-CV-294681
4 (“Doerr Action”) in the Santa Clara Court. On May 6, 2016, plaintiff Bahman Khaki (“Khaki,”
5 together with Bushansky, are the “Plaintiffs”) filed a lawsuit against the Defendants entitled
6 *Bahman Khaki v. Alliance Optic Products, et al.*, Case No. 16-CV-294833 (“Khaki Action,”
7 together with the Bushansky Action, are the “Actions”)¹ in the Santa Clara Court. The Actions
8 seeks, amongst other things, injunctive and equitable relief against the Defendants with respect to
9 the Acquisition.

10 The Plaintiffs challenged the Acquisition, including the disclosures in the Schedule 14D-9
11 filed by AFOP and certain terms of the Merger Agreement, alleging that the Individual Defendants
12 breached fiduciary duties to the stockholders of AFOP by, among other things, failing to maximize
13 stockholder value and failing to adequately disclose certain material information in the Schedule
14 14D-9 concerning the Acquisition and that AFOP, Corning and Apricot aided and abetted these
15 alleged breaches of fiduciary duty.

16 After Plaintiffs and their counsel investigated their claims, evaluated the Company’s public
17 filings and other publicly available information, the confidential documents that Defendants
18 produced on an expedited basis, and consulted with their valuation expert, Plaintiffs engaged in
19 substantial arm’s-length negotiations with Defendants regarding a possible resolution of the
20 Actions. As a result of good-faith discussions and arm’s-length negotiations, the parties entered
21 into a Memorandum of Understanding (“MOU”), pursuant to which AFOP agreed to (and did) (1)
22 disseminate Supplemental Disclosures to AFOP’s stockholders and in an amended Schedule 14D-
23 9 and (2) with the consent of Corning, waived the standstill provision (the “Standstill”) in the
24 Confidentiality Agreement with the party identified in the Schedule 14D-9 as Party B (the true
25 identity of which is known to the Parties), dated October 15, 2014 and amended September 9, 2015,
26

27 ¹ On July 11 and July 16, 2018, respectively, Plaintiffs in the *Luck* and *Doerr* Actions
28 voluntarily dismissed their individual claims without prejudice.

1 to the extent that it prohibits Party B from making any confidential proposal or offer to acquire the
2 Company (“Standstill Waiver”).

3 The settlement set forth in the Stipulation of Settlement filed with the Santa Clara Court
4 (“Stipulation”) reflects the results of the parties’ negotiations and the terms of the MOU. An
5 agreement-in-principle was reached only after arm’s-length negotiations between the parties, all of
6 whom were represented by counsel with extensive experience and expertise in stockholder class-
7 action litigation. During the negotiations, all parties had a clear view of the strengths and
8 weaknesses of their respective claims and defenses. Plaintiffs and their counsel believe that the
9 settlement is fair, reasonable and adequate.

10 **II. TERMS OF THE PROPOSED SETTLEMENT**

11 (1) As a direct result of the prosecution of the Actions and the extensive ongoing
12 negotiations between the Settling Parties, a proposed settlement has been reached under the
13 following terms:

14 (a) AFOP made Supplemental Disclosures concerning the Acquisition by
15 filing an amended Schedule 14D-9 with the U.S. Securities and Exchange Commission
16 (“SEC”) on or about May 27, 2016. The following Supplemental Disclosures were made
17 in the Schedule 14D-9/A (which is available on the SEC’s website at
18 [https://www.sec.gov/Archives/edgar/data/1122342/000110465916123781/a16-](https://www.sec.gov/Archives/edgar/data/1122342/000110465916123781/a16-8764_7sc14d9a.htm)
19 [8764_7sc14d9a.htm](https://www.sec.gov/Archives/edgar/data/1122342/000110465916123781/a16-8764_7sc14d9a.htm)):

- 20 (i) Information regarding the background of the Acquisition.
21 (ii) Information regarding Cowen and Company, LLC’s Selected
22 Company Analysis and Selected Transaction Analysis.
23 (iii) Information regarding AFOP’s financial projections.

24 (b) AFOP waived a standstill provision in the confidentiality agreement dated
25 October 15, 2014 and amended September 9, 2015 with the party identified in the 14D-9 as
26 Party B (the true identity of which is known to the Parties), to the extent that it prohibits
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1 Party B from making any confidential proposal or offer to acquire the Company (the
2 “Standstill Waiver”).

3 (c) AFOP or its successor shall be responsible for paying all reasonable costs
4 and expenses incurred in providing notice to the Settlement Class.

5 (d) Additional copies of this Notice, the Settlement Stipulation, Supplemental
6 Disclosures, a Summary Notice of Settlement of Class Action (“Summary Notice”) and
7 other Settlement-related documents can be accessed at the following websites: (i) [LINK
8 TO WEBSITE HOSTED BY NOTICE ADMINISTRATOR], and (ii) [LINK TO
9 WEBSITE HOSTED BY PLAINTIFFS’ COUNSEL]

10 (2) Plaintiffs’ Counsel intend to petition the Court for an Attorneys’ Fee Award (the
11 “Fee Application”) not to exceed \$500,000.00. Defendants intend to oppose the amount of such
12 Fee Application. AFOP has also agreed, subject to the terms of paragraphs 5.1 and 5.2 of the
13 Stipulation, that it (or any successor or insurer thereto) shall pay, or cause to be paid, to Plaintiffs’
14 Counsel any Attorneys’ Fee Award as granted by the Santa Clara Court. The Fee Application
15 includes Plaintiffs’ Counsel’s request for an incentive award of \$1,000 to be paid to each
16 Plaintiff, which will be paid out of the Attorneys’ Fee Award. Notwithstanding anything to the
17 contrary in the Stipulation, in no event shall AFOP or its successors be obliged to pay to
18 Plaintiffs, the Settlement Class, or Plaintiffs’ Counsel any amount in excess of any Attorneys’ Fee
19 Award granted by the Court, for attorneys’ fees, costs, and expenses in connection with the
20 Actions (other than those incurred in disseminating this Notice pursuant to paragraphs 3.1 and 3.2
21 of the Stipulation, which Notice was prepared and mailed at AFOP’ expense), and in no event
22 shall any Defendant other than AFOP or its successors be obliged to pay any part of any
23 Attorneys’ Fee Award granted by the Court or any of Plaintiffs’ attorneys’ fees, costs, and
24 expenses. The settlement, however, is not in any way conditioned on the Santa Clara Court
25 granting Plaintiffs’ Fee Application.

26 (3) The Settling Parties agree, for purposes of this settlement only, to the certification
27 of a Settlement Class under section 382 of the California Code of Civil Procedure.
28

1 **III. REASONS FOR THE SETTLEMENT**

2 The Plaintiffs believe that the claims asserted in the Actions have merit. However, Plaintiffs
3 recognize the expense and length of continued proceedings necessary to prosecute the Actions
4 against the Defendants through trial and through appeals. Plaintiffs also have taken into account
5 the uncertain outcome and the risk of any litigation, especially in complex actions such as these
6 Actions, as well as the difficulties and delays inherent in such litigation. Plaintiffs also are mindful
7 of the inherent problems of proof and possible defenses to the claims asserted in the Actions.
8 Plaintiffs believe, and Defendants acknowledge, that the settlement set forth in the Stipulation
9 confers substantial benefits on the Settlement Class, including particularly the benefits resulting
10 from the Supplemental Disclosures issued pursuant to the settlement and the Standstill Waiver.
11 Based on their evaluation, Plaintiffs and their counsel have determined that the settlement set forth
12 in the Stipulation is in the best interests of the Settlement Class.

13 The Defendants have vigorously denied, and continue to vigorously deny, any wrongdoing
14 or liability with respect to all claims asserted in the Actions, including that they have committed
15 any violations of law, that they have acted improperly in any way, that they have any liability or
16 owe any damages of any kind to the Plaintiffs and the Members of the Settlement Class, but
17 Defendants entered into the MOU and are executed the Stipulation solely because they consider it
18 desirable that the Actions be settled and dismissed with prejudice in order to: (i) eliminate the
19 burden, inconvenience, expense, risk, and distraction of further litigation; and (ii) finally put to rest
20 and terminate all the claims which were or could have been asserted against the Defendants in the
21 Actions.

22 **IV. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

23 A settlement hearing will be held on _____, 2019, at _____, at the Superior Court of
24 the State of California, County of Santa Clara, 191 N 1st St., San Jose, CA, 95113 (the “Settlement
25 Hearing”). The purpose of the Settlement Hearing will be to determine, inter alia: (a) whether the
26 settlement should be approved as fair, reasonable, and adequate; (b) Plaintiffs’ petition for an
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1 Attorneys' Fee Award and (c) whether the Judgment should be entered. The Santa Clara Court
2 may adjourn or continue the Settlement Hearing without further notice of any kind.

3 **V. DEFINITIONS USED IN THIS NOTICE**

4 (1) "Acquisition" means the Merger Agreement and any amendments thereto among
5 AFOP and Corning whereby AFOP would be acquired by Corning in a cash transaction by means
6 of an all-cash tender offer and subsequent merger pursuant to § 251(h) of the Delaware General
7 Corporation Law, valued at approximately \$305 million.

8 (2) "Actions" means the Bushansky Action and the Khaki Action.

9 (3) "Attorneys' Fee Award" means any award of attorneys' fees, costs, and expenses
10 ordered by the Santa Clara Court in the Actions.

11 (4) "Defendants" means AFOP, Individual Defendants, Corning, and Apricot.

12 (5) "Defendants' Affiliates" means any of Defendants' respective families, parent
13 entities, controlling persons, associates, affiliates or subsidiaries, and each and all of their respective
14 past or present officers, directors, stockholders, principals, representatives, employees, attorneys,
15 financial or investment advisors, consultants, accountants, investment bankers, commercial
16 bankers, entities providing fairness opinions, insurers, underwriters, brokers, dealers, advisors or
17 agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability
18 companies, members, joint ventures, personal or legal representatives, estates, administrators,
19 predecessors, successors, or assigns, and any of their affiliates and their respective control persons,
20 directors, officers, employees, and agents of each and any of them.

21 (6) "Effective Date" means the first date by which all of the events and conditions
22 specified in paragraph 6.1 of the Stipulation have been met and have occurred.

23 (7) "Final Approval" means that the Santa Clara Court has entered an order and
24 Judgment in the Actions that is Final, certifies the Settlement Class, dismisses the Actions with
25 prejudice and with each party to bear its own costs (except for the costs set forth in paragraphs 5.1
26 and 5.2 of the Stipulation), and provides for such release language as substantially contained herein;
27 provided, however, that Final Approval shall not include (and the Settlement is expressly not
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1 conditioned on) the approval of attorneys' fees, costs, and expenses of Plaintiffs' Counsel as
2 provided in paragraphs 5.1 and 5.2 of the Stipulation and any appeal related thereto.

3 (8) "AFOP" means Alliance Fiber Optics Products, Inc. and any of its predecessors,
4 successors, parents, subsidiaries, divisions, or affiliates.

5 (9) "Individual Defendants" means Peter C. Chang, Gwong-Yih Lee, James C. Yeh,
6 Richard B. Black, and Ray Sun.

7 (10) "Judgment" means the judgment to be rendered by the Santa Clara Court.

8 (11) "Corning" means Corning Incorporated and any of its predecessors, successors,
9 parents, subsidiaries, divisions, or affiliates.

10 (12) "Acquiring Party" means Corning and Apricot and any of their predecessors,
11 successors, parents, subsidiaries, divisions, or affiliates.

12 (13) "Person" means an individual, corporation, partnership, limited partnership, limited
13 liability company or partnership, association, joint stock company, estate, legal representative,
14 trust, unincorporated association, government or any political subdivision or agency thereof, and
15 any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or
16 assignees.

17 (14) "Plaintiffs" means Stephen Bushansky and Bahman Khaki.

18 (15) "Plaintiffs' Counsel" means counsel for Plaintiffs Bushansky and Khaki.

19 (16) "Released Claims" shall collectively mean the full and complete discharge,
20 settlement and release of all claims, demands, rights, actions, causes of action, liabilities, damages,
21 losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or
22 unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or
23 unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, foreseen or
24 unforeseen, fixed or contingent, including Unknown Claims (defined below), that have been, could
25 have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including
26 but not limited to any claims arising under federal, state, foreign, statutory, regulatory, common
27 law or other law or rule, including the federal securities laws and any state disclosure law), by or
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1 on behalf of Plaintiffs or any member of the Settlement Class, whether individual, direct, class,
2 derivative, representative, legal, equitable, or any other type in their capacity as an AFOP
3 stockholder (collectively, the “Releasing Persons”) against any or all of the Released Persons,
4 which the Releasing Persons ever had, now have, or may have, that arise out of any of the
5 allegations, facts, practices, matters, occurrences, statements, representations, events, transactions
6 or acts, that are related, directly or indirectly, to the Actions, or the subject matter thereof, in any
7 court tribunal, forum or proceeding, including, without limitation, any and all claims that are based
8 upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the allegations in
9 the complaints in the Actions, the Actions, the Merger Agreement, the Acquisition, the Schedule
10 14D-9 and disclosures made in connection therewith (including the adequacy and completeness of
11 such disclosures), the statutory or fiduciary obligations of the Released Persons in connection with
12 the Acquisition, and the fees, expenses or costs incurred with prosecuting, defending or settling the
13 Actions; provided, however, that the Released Claims shall not include: (a) the right of any Member
14 of the Settlement Class to seek appraisal rights pursuant to § 262 of the Delaware General
15 Corporation Law, nor (b) the right of any party to enforce in the Court the terms of the Stipulation.

16 (17) “Released Persons” shall collectively mean Defendants and Defendants’ Affiliates.

17 (18) “Settlement Class” means Persons who were record or beneficial holders of the
18 common stock of AFOP at any time during the period beginning on and including April 7, 2016
19 (the date the Acquisition was publicly announced), through and including June 3, 2016 (the
20 effective date of consummation of the Acquisition), including any and all of their respective legal
21 representatives, heirs, successors, successors in interest, predecessors, predecessors in interest,
22 trustees, executors, administrators, transferees, and assigns, and any person or entity acting for or
23 on behalf of, or claiming under, any such foregoing holders, immediate and remote, except for the
24 Defendants.

25 (19) “Settlement Class Member” or “Member of the Settlement Class” mean a Person
26 who falls within the definition of the Settlement Class as set forth in Section (18) above.

1 (20) “Settlement Hearing” means the hearing that shall take place after settlement notice
2 is given where Parties will request the Santa Clara Court give Final Approval of the settlement of
3 the Actions as set forth herein.

4 (21) “Settling Parties” means, collectively, each of the Defendants and the Plaintiffs on
5 behalf of themselves and the Members of the Settlement Class.

6 (22) “Standstill Waiver” means AFOP’s, with the consent of Corning, waiver of the
7 standstill provision (the “Standstill”) in the Confidentiality Agreement with the party identified in
8 the Schedule 14D-9 as Party B (the true identity of which is known to the Parties), dated October
9 15, 2014 and amended September 9, 2015, to the extent that it prohibits Party B from making any
10 confidential proposal or offer to acquire AFOP.

11 (23) “Supplemental Disclosures” means the disclosures supplemental to those contained
12 in the original Schedule 14D-9 which were filed by AFOP electronically with the SEC on or about
13 May 27, 2016.

14 (24) “Bushansky’s Counsel” means Weisslaw LLP, Joel Elkins, 9107 Wilshire Blvd.,
15 Suite 450, Beverly Hills, CA 90210, and Richard A. Acocelli, 1500 Broadway, 16th Floor, New
16 York, NY 10036 and any other counsel who have appeared for plaintiff Stephen Bushansky in the
17 Bushansky action.

18 (25) “Khaki’s Counsel” means Brodsky & Smith, LLC, Evan J. Smith, 9595 Wilshire
19 Boulevard, Suite 900, Beverly Hills, CA 90212; and any other counsel who have appeared for
20 Khaki in the Khaki Action.

21 (26) “Unknown Claims” means any claim, cause of action, damage or harm which the
22 Plaintiffs and/or Settlement Class Members do not know or suspect to exist at the time of the release
23 of the Released Persons which, if known, might have affected the releasing parties’ decision to
24 enter into the release. With respect to any and all Released Claims, the Settling Parties stipulate
25 and agree that, upon the Effective Date, the Plaintiffs shall expressly, and each of the Settlement
26 Class Members shall be deemed to have, and by operation of the Judgment shall have, waived and
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1 relinquished, to the extent applicable, and to the fullest extent permitted by law, the provisions,
2 rights, and benefits of California Civil Code section 1542, which provides:

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4 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
5 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
6 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN
BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR.

7 Upon the Effective Date, the Plaintiffs and each of the Settlement Class Members shall be
8 deemed to have, and by operation of the Judgment shall have, expressly waived any and all
9 provisions, rights, and benefits conferred by any law of any state or territory of the United States,
10 any federal law or regulation, or any principle of common law or international or foreign law, which
11 is similar, comparable or equivalent to California Civil Code section 1542. The Plaintiffs and
12 Settlement Class Members may hereafter discover facts in addition to or different from those which
13 he, she, or it now knows or believes to be true with respect to the subject matter of the Released
14 Claims, but the Plaintiffs shall expressly have and each Settlement Class Member, upon the
15 Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
16 and forever settled and released any and all Released Claims, known or unknown, suspected or
17 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
18 or heretofore have existed, upon any theory of law or equity now existing or coming into existence
19 in the future, including, but not limited to, conduct which is negligent, intentional, with or without
20 malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence
21 of such different or additional facts. The Settling Parties acknowledge, and the Settlement Class
22 Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing
23 waiver was separately bargained for and a material element of the settlement of which this release
24 is a part.

25 **VI. ORDER CERTIFYING A SETTLEMENT CLASS FOR PURPOSES OF**
26 **SETTLEMENT**

27 On -----, 2019, the Santa Clara Court certified the Settlement Class for purposes of
28 settlement as defined above.

1 **VII. DISMISSAL AND RELEASES**

2 If the proposed settlement is approved, the Santa Clara Court will enter the Judgment. The
3 Judgment will provide that all Settlement Class Members who have not validly requested exclusion
4 from the Settlement Class (discussed below) shall be deemed to have released and forever
5 discharged all Released Claims (including Unknown Claims) against all Released Persons, and will
6 be barred from asserting any of the Released Claims (including Unknown Claims) in the future,
7 unless the settlement is canceled or terminated pursuant to the terms of the Stipulation.

8 **VIII. CONDITIONS FOR SETTLEMENT**

9 The settlement is conditioned on the occurrence of certain events. Those events include,
10 among other things: (1) entry of the Judgment by the Santa Clara Court, as provided for in the
11 Stipulation; and (2) expiration of the time to appeal from or alter or amend the Judgment. If, for
12 any reason, one of the conditions described in the Stipulation is not met, the Stipulation might be
13 terminated and, if terminated, will become null and void, and the parties to the Stipulation will be
14 restored to their respective positions prior to the settlement.

15 **IX. THE RIGHT TO OBJECT AND BE HEARD AT THE HEARING**

16 Any Settlement Class Member may, but is not required to, enter an appearance in the
17 Actions and be represented by counsel of his, her, or its choice and at his, her, or its expense. Any
18 Settlement Class Member who does not enter an appearance will be represented by Plaintiffs'
19 Counsel. Any Settlement Class Member who has reasons why the proposed settlement of the
20 Actions should not be approved as fair, reasonable, and adequate, or why the Judgment should not
21 be entered thereon may (i) submit a written objection to contest the approval of the terms and
22 conditions of the proposed settlement or, if approved, the Judgment to be entered thereon approving
23 the same ("Written Objection"); (ii) appear and show cause at the Settlement Hearing to contest the
24 approval of the terms and conditions of the proposed settlement or, if approved, the Judgment to be
25 entered thereon approving the same and make an oral objection at the Settlement Hearing ("Oral
26 Objection"); or (iii) make both a Written Objection, and appear at the Settlement Hearing and make
27 an Oral Objection. In order to make a valid Written Objection, the Settlement Class Member must,
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1 not later than fourteen (14) calendar days prior to the Settlement Hearing, file with the Superior
2 Court of the State of California, County of Santa Clara, 191 N 1st St., San Jose, CA, 95113, and
3 serve upon counsel listed below Written Objections and copies of any supporting papers and briefs.
4 Such filings shall be served by e-filing, hand delivery or overnight mail upon the following counsel:
5

6 Brodsky & Smith, LLC
7 Evan J. Smith
8 9595 Wilshire Blvd.
9 Suite 900
10 Beverly Hills, CA 90212

11 *Attorneys for Plaintiffs*

12 PILLSBURY WINTHROP SHAW PITTMAN LLP
13 David M. Lisi
14 Ryan Selness
15 2550 Hanover Street
16 Palo Alto, CA 94304

17 *Attorneys for AFOP and the Individual Defendants*

18 SHEARMAN & STERLING LLP
19 Alan S. Goudiss
20 599 Lexington Ave.
21 New York, New York 10022

22 *Attorneys for Acquiring Parties*

23 Written Objections must demonstrate the objecting Person's membership in the Settlement Class,
24 and contain a statement of the reasons for his, her or its objection. Members of the Settlement Class
25 may attend the Settlement Hearing and make an Oral Objection without first submitting a Written
26 Objection or entering an appearance in the Actions. As such, Written Objections are not required
27 to be heard at the Settlement Hearing.

28 **X. EXCLUSION FROM THE SETTLEMENT CLASS**

Any Settlement Class Member who does not wish to participate in the settlement and wishes
to be excluded from the Settlement Class shall, no later than fourteen (14) calendar days prior to
the Settlement Hearing, submit a request to be excluded from the Settlement Class ("Opt -Out").
All Opt-Out requests must be sent via first-class mail to the Notice Administrator at the address
listed in Section XI below, and include (i) a written statement that the Settlement Class Member

1 wants to be excluded from the Settlement Class of the settlement of the Actions; and (ii) the
2 Settlement Class Member's full name, address, telephone number, email address, and signature.

3
4 **XI. NOTICE TO PERSONS OR ENTITIES HOLDING RECORD
OWNERSHIP ON BEHALF OF OTHERS**

5 If you held any AFOP common stock at any time from April 7, 2016, through and including
6 June 3, 2016, as nominee for a beneficial owner, then, within ten (10) calendar days after you
7 receive this Notice, you must either: (1) send a copy of this Notice by first-class mail to all such
8 Persons; or (2) provide a list of the names and addresses of such Persons to the Notice
9 Administrator:

10 *AFOP Shareholder Litigation*
11 Notice Administrator
12 P.O. Box 43434
Providence, RI 02940-3434

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

16 Regardless of whether you choose to complete the mailing yourself or elect to have the
17 mailing performed for you, you may obtain reimbursement for, or advancement of, reasonable
18 administrative costs actually incurred or expected to be incurred in connection with forwarding the
19 Notice and which would not have been incurred but for the obligation to forward the Notice, upon
20 submission of appropriate documentation to the Notice Administrator.

21 **XII. EXAMINATION OF PAPERS**

22 This Notice is a summary and does not describe all of the details of the Stipulation. For full
23 details of the matters discussed in this Notice, you may desire to review the Stipulation filed with
24 the Santa Clara Court, which may be inspected during business hours, at the office of the Clerk of
25 the Court, Superior Court of the State of California, County of Santa Clara, 191 N 1st St., San Jose,
26 CA, 95113, or visit the following websites hosted by the Notice Administrator and Plaintiffs'
27 Counsel, respectively: (i) [LINK TO WEBSITE HOSTED BY NOTICE ADMINISTRATOR], and
28 (ii) [LINK TO WEBSITE HOSTED BY PLAINTIFFS' COUNSEL].

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For further information regarding this settlement you may also contact: Brodsky & Smith, LLC, c/o Evan J. Smith, 9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212 Telephone: (877) 534-2590.

DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.

DATED: _____

BY ORDER OF THE COURT
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA