

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

<p>STEPHEN BUSHANSKY, Individually and On Behalf of All Others Similarly Situated,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">vs.</p> <p>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,</p> <p style="text-align:center">Defendants.</p>	<p>Case No. 16CV294245</p> <p>CLASS ACTION</p> <p>NOTICE OF SETTLEMENT OF CLASS ACTION</p> <p>Department: 1</p> <p>Judge: Hon. Brian C. Walsh</p>
<p>BAHMAN KHAKE, Individually and On Behalf of All Others Similarly Situated,</p> <p style="text-align:center">Plaintiff,</p> <p style="text-align:center">vs.</p> <p>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,</p> <p style="text-align:center">Defendants.</p>	<p>Case No. 16CV294833</p> <p>CLASS ACTION</p>

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

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

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

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

I. THE LITIGATION

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

On April 22, 2016, plaintiff Stephen Bushansky (“Bushansky”) filed a lawsuit entitled *Stephen Bushansky v. Alliance Fiber Optic Products, Inc., et al.*, Case No. 16CV294245 (“Bushansky Action”) in the Santa Clara Court on behalf of public stockholders of AFOP common stock, naming as defendants Peter C. Chang, Gwong-Yih Lee, James C. Yeh, Richard B. Black, 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.*, Case No. 16CV294418 (the “Luck Action”) in Santa Clara Court on behalf of public stockholders of AFOP common stock. On May 3, 2016, plaintiff Rick Doerr (“Doerr”) filed a lawsuit against the Individual Defendants entitled *Rick Doerr v. Peter C. Chang, et al.*, Case No. 16CV294681 (“Doerr Action”) in the Santa Clara Court. On May 6, 2016, plaintiff Bahman Khaki (“Khaki,” together with Bushansky, are the “Plaintiffs”) filed a lawsuit against the Defendants entitled *Bahman Khaki v. Alliance Optic Products, et al.*, Case No. 16CV294833 (“Khaki Action,” together with the Bushansky Action, are the “Actions”)¹ in the Santa Clara Court. The Actions seek, amongst other things, injunctive and equitable relief against the Defendants with respect to the Acquisition.

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

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

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

II. TERMS OF THE PROPOSED SETTLEMENT

- (1) As a direct result of the prosecution of the Actions and the extensive ongoing negotiations between the Settling Parties, a proposed settlement has been reached under the following terms:
 - (a) AFOP made Supplemental Disclosures concerning the Acquisition by filing an amended Schedule 14D-9 with the U.S. Securities and Exchange Commission (“SEC”) on or about May 27, 2016. The following Supplemental Disclosures were made in the Schedule 14D-9/A (which is available on the SEC’s website at https://www.sec.gov/Archives/edgar/data/1122342/000110465916123781/a16-8764_7sc14d9a.htm):
 - (i) Information regarding the background of the Acquisition.
 - (ii) Information regarding Cowen and Company, LLC’s Selected Company Analysis and Selected Transaction Analysis.
 - (iii) Information regarding AFOP’s financial projections.
 - (b) AFOP waived a standstill provision in the confidentiality agreement dated October 15, 2014 and amended September 9, 2015 with the party identified in the 14D-9 as Party B (the true identity of which is known to the Parties), to the extent that it prohibits Party B from making any confidential proposal or offer to acquire the Company (the “Standstill Waiver”).

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

- (c) AFOP or its successor shall be responsible for paying all reasonable costs and expenses incurred in providing notice to the Settlement Class.
 - (d) Additional copies of this Notice, the Settlement Stipulation, Supplemental Disclosures, a Summary Notice of Settlement of Class Action (“Summary Notice”) and other Settlement-related documents can be accessed at the following websites: (i) www.AFOPShareholderLitigation.com; (ii) www.weisslawllp.com and <http://www.brodskysmith.com>.
- (2) Plaintiffs’ Counsel intend to petition the Court for an Attorneys’ Fee Award (the “Fee Application”) not to exceed \$500,000. Defendants intend to oppose the amount of such Fee Application. AFOP has also agreed, subject to the terms of paragraphs 5.1 and 5.2 of the Stipulation, that it (or any successor or insurer thereto) shall pay, or cause to be paid, to Plaintiffs’ Counsel any Attorneys’ Fee Award as granted by the Santa Clara Court. The Fee Application includes Plaintiffs’ Counsel’s request for an incentive award of \$1,000 to be paid to each Plaintiff, which will be paid out of the Attorneys’ Fee Award. Notwithstanding anything to the contrary in the Stipulation, in no event shall AFOP or its successors be obliged to pay to Plaintiffs, the Settlement Class, or Plaintiffs’ Counsel any amount in excess of any Attorneys’ Fee Award granted by the Court, for attorneys’ fees, costs, and expenses in connection with the Actions (other than those incurred in disseminating this Notice pursuant to paragraphs 3.1 and 3.2 of the Stipulation, which Notice was prepared and mailed at AFOP’s expense), and in no event shall any Defendant other than AFOP or its successors be obliged to pay any part of any Attorneys’ Fee Award granted by the Court or any of Plaintiffs’ attorneys’ fees, costs, and expenses. The settlement, however, is not in any way conditioned on the Santa Clara Court granting Plaintiffs’ Fee Application.
- (3) The Settling Parties agree, for purposes of this settlement only, to the certification of a Settlement Class under section 382 of the California Code of Civil Procedure.

III. REASONS FOR THE SETTLEMENT

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

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

IV. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A settlement hearing will be held on April 26, 2019, at 9:00 a.m., at the Superior Court of the State of California, County of Santa Clara, 191 N 1st St., San Jose, CA 95113 (the “Settlement Hearing”). The purpose of the Settlement Hearing will be to determine, inter alia: (a) whether the settlement should be approved as fair, reasonable, and adequate; (b) Plaintiffs’ petition for an Attorneys’ Fee Award; and (c) whether the Judgment should be entered. The Santa Clara Court may adjourn or continue the Settlement Hearing without further notice of any kind.

V. DEFINITIONS USED IN THIS NOTICE

- (1) “Acquisition” means the Merger Agreement and any amendments thereto among AFOP and Corning whereby AFOP would be acquired by Corning in a cash transaction by means of an all-cash tender offer and subsequent merger pursuant to § 251(h) of the Delaware General Corporation Law, valued at approximately \$305 million.
- (2) “Actions” means the Bushansky Action and the Khaki Action.
- (3) “Attorneys’ Fee Award” means any award of attorneys’ fees, costs, and expenses ordered by the Santa Clara Court in the Actions.
- (4) “Defendants” means AFOP, Individual Defendants, Corning, and Apricot.
- (5) “Defendants’ Affiliates” means any of Defendants’ respective families, parent entities, controlling persons, associates, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, insurers, underwriters, brokers, dealers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns, and any of their affiliates and their respective control persons, directors, officers, employees, and agents of each and any of them.
- (6) “Effective Date” means the first date by which all of the events and conditions specified in paragraph 6.1 of the Stipulation have been met and have occurred.
- (7) “Final Approval” means that the Santa Clara Court has entered an order and Judgment in the Actions that is Final, certifies the Settlement Class, dismisses the Actions with prejudice and with each party to bear its own costs (except for the costs set forth in paragraphs 5.1 and 5.2 of the Stipulation), and provides for such release language as substantially contained herein; provided, however, that Final Approval shall not include (and the settlement is expressly not conditioned on) the approval of attorneys’ fees, costs, and expenses of Plaintiffs’ Counsel as provided in paragraphs 5.1 and 5.2 of the Stipulation and any appeal related thereto.
- (8) “AFOP” means Alliance Fiber Optics Products, Inc. and any of its predecessors, successors, parents, subsidiaries, divisions, or affiliates.
- (9) “Individual Defendants” means Peter C. Chang, Gwong-Yih Lee, James C. Yeh, Richard B. Black, and Ray Sun.
- (10) “Judgment” means the judgment to be rendered by the Santa Clara Court.
- (11) “Corning” means Corning Incorporated and any of its predecessors, successors, parents, subsidiaries, divisions, or affiliates.
- (12) “Acquiring Party” means Corning and Apricot and any of their predecessors, successors, parents, subsidiaries, divisions, or affiliates.
- (13) “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assignees.
- (14) “Plaintiffs” means Stephen Bushansky and Bahman Khaki.
- (15) “Plaintiffs’ Counsel” means counsel for Plaintiffs Bushansky and Khaki.
- (16) “Released Claims” shall collectively mean the full and complete discharge, settlement and release of all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, foreseen or unforeseen, fixed or contingent, including Unknown Claims (defined below), that have been, could have been, or in the future can or might be asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, foreign, statutory, regulatory, common law or other law or rule, including the federal securities laws and any state disclosure law), by or on behalf of Plaintiffs or any member of the Settlement Class, whether individual, direct, class, derivative, representative, legal, equitable, or any other type in their capacity as an AFOP stockholder (collectively, the “Releasing Persons”) against any or all of the Released Persons, which the

Releasing Persons ever had, now have, or may have, that arise out of any of the allegations, facts, practices, matters, occurrences, statements, representations, events, transactions or acts, that are related, directly or indirectly, to the Actions, or the subject matter thereof, in any court tribunal, forum or proceeding, including, without limitation, any and all claims that are based upon, arise out of, relate in any way to, or involve, directly or indirectly, any of the allegations in the complaints in the Actions, the Actions, the Merger Agreement, the Acquisition, the Schedule 14D-9 and disclosures made in connection therewith (including the adequacy and completeness of such disclosures), the statutory or fiduciary obligations of the Released Persons in connection with the Acquisition, and the fees, expenses or costs incurred with prosecuting, defending or settling the Actions; provided, however, that the Released Claims shall not include: (a) the right of any Member of the Settlement Class to seek appraisal rights pursuant to § 262 of the Delaware General Corporation Law, nor (b) the right of any party to enforce in the Court the terms of the Stipulation.

- (17) “Released Persons” shall collectively mean Defendants and Defendants’ Affiliates.
- (18) “Settlement Class” means Persons who were record or beneficial holders of the common stock of AFOP at any time during the period beginning on and including April 7, 2016 (the date the Acquisition was publicly announced), through and including June 3, 2016 (the effective date of consummation of the Acquisition), including any and all of their respective legal representatives, heirs, successors, successors in interest, predecessors, predecessors in interest, trustees, executors, administrators, transferees, and assigns, and any person or entity acting for or on behalf of, or claiming under, any such foregoing holders, immediate and remote, except for the Defendants.
- (19) “Settlement Class Member” or “Member of the Settlement Class” mean a Person who falls within the definition of the Settlement Class as set forth in Section (18) above.
- (20) “Settlement Hearing” means the hearing that shall take place after settlement notice is given where Parties will request the Santa Clara Court give Final Approval of the settlement of the Actions as set forth herein.
- (21) “Settling Parties” means, collectively, each of the Defendants and the Plaintiffs on behalf of themselves and the Members of the Settlement Class.
- (22) “Standstill Waiver” means AFOP’s, with the consent of Corning, waiver of the standstill provision (the “Standstill”) in the Confidentiality Agreement with the party identified in the Schedule 14D-9 as Party B (the true identity of which is known to the Parties), dated October 15, 2014 and amended September 9, 2015, to the extent that it prohibits Party B from making any confidential proposal or offer to acquire AFOP.
- (23) “Supplemental Disclosures” means the disclosures supplemental to those contained in the original Schedule 14D-9 which were filed by AFOP electronically with the SEC on or about May 27, 2016.
- (24) “Bushansky’s Counsel” means Weisslaw LLP, Joel Elkins, 9107 Wilshire Blvd., Suite 450, Beverly Hills, CA 90210, and Richard A. Acocelli, 1500 Broadway, 16th Floor, New York, NY 10036, and any other counsel who have appeared for plaintiff Stephen Bushansky in the Bushansky action.
- (25) “Khaki’s Counsel” means Brodsky & Smith, LLC, Evan J. Smith, 9595 Wilshire Boulevard, Suite 900, Beverly Hills, CA 90212, and any other counsel who have appeared for Khaki in the Khaki Action.
- (26) “Unknown Claims” means any claim, cause of action, damage or harm which the Plaintiffs and/or Settlement Class Members do not know or suspect to exist at the time of the release of the Released Persons which, if known, might have affected the releasing parties’ decision to enter into the release. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Plaintiffs shall expressly, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished, to the extent applicable, and to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER 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.

Upon the Effective Date, the Plaintiffs and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, any federal law or regulation, or any principle of

common law or international or foreign law, which is similar, comparable or equivalent to California Civil Code section 1542. The 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 the Plaintiffs shall expressly have and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the 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. The Settling Parties acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the settlement of which this release is a part.

VI. ORDER CERTIFYING A SETTLEMENT CLASS FOR PURPOSES OF SETTLEMENT

On January 29, 2019, the Santa Clara Court certified the Settlement Class for purposes of settlement as defined above.

VII. DISMISSAL AND RELEASES

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

VIII. CONDITIONS FOR SETTLEMENT

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

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

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

BRODSKY & SMITH, LLC
Evan J. Smith
9595 Wilshire Blvd.
Suite 900
Beverly Hills, CA 90212
Attorneys for Plaintiffs

PILLSBURY WINTHROP
SHAW PITTMAN LLP
David M. Lisi
Ryan Selness
2550 Hanover Street
Palo Alto, CA 94304
*Attorneys for AFOP and
the Individual Defendants*

SHEARMAN &
STERLING LLP
Alan S. Goudiss
599 Lexington Ave.
New York, NY 10022
Attorneys for Acquiring Parties

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

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

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

If you held any AFOP common stock at any time from April 7, 2016, through and including June 3, 2016, as nominee for a beneficial owner, then, within ten (10) calendar 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 Notice Administrator:

AFOP Shareholder Litigation Notice Administrator
c/o KCC Class Action Services
P.O. Box 404002
Louisville, KY 40233-4002
info@AFOPShareholderLitigation.com

If you choose to mail the Notice yourself, you may obtain from the Notice 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 Notice Administrator.

XII. EXAMINATION OF PAPERS

This Notice is a summary and does not describe all of the details of the Stipulation. For full details of the matters discussed in this Notice, you may desire to review the Stipulation filed with the Santa Clara Court, which may be inspected during business hours, at the office of the Clerk of the Court, Superior Court of the State of California, County of Santa Clara, 191 N 1st St., San Jose, CA 95113, or visit the following websites hosted by the Notice Administrator and Plaintiffs' Counsel, respectively: (i) www.AFOPShareholderLitigation.com; (ii) www.weisslawllp.com and <http://www.brodskysmith.com>.

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: 1-877-534-2590.

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

DATED: FEBRUARY 25, 2019

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