

# **Exhibit 1**

EXECUTION COPY

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE FACEBOOK, INC. IPO SECURITIES  
AND DERIVATIVE LITIGATION

MDL No. 12-2389 (RWS)

This document relates to the  
Consolidated Securities Action:

- |                |                |
|----------------|----------------|
| No. 12-cv-4081 | No. 12-cv-4763 |
| No. 12-cv-4099 | No. 12-cv-4777 |
| No. 12-cv-4131 | No. 12-cv-5511 |
| No. 12-cv-4150 | No. 12-cv-7542 |
| No. 12-cv-4157 | No. 12-cv-7543 |
| No. 12-cv-4184 | No. 12-cv-7544 |
| No. 12-cv-4194 | No. 12-cv-7545 |
| No. 12-cv-4215 | No. 12-cv-7546 |
| No. 12-cv-4252 | No. 12-cv-7547 |
| No. 12-cv-4291 | No. 12-cv-7548 |
| No. 12-cv-4312 | No. 12-cv-7550 |
| No. 12-cv-4332 | No. 12-cv-7551 |
| No. 12-cv-4360 | No. 12-cv-7552 |
| No. 12-cv-4362 | No. 12-cv-7586 |
| No. 12-cv-4551 | No. 12-cv-7587 |
| No. 12-cv-4648 |                |

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement, dated as of February 26, 2018 (the “Stipulation”) is entered into between (a) Lead Plaintiffs Arkansas Teacher Retirement System and Fresno County Employees’ Retirement Association (collectively, “Lead Plaintiffs”), on behalf of themselves and the other members of the Class (defined below); and (b) defendants Facebook, Inc. (“Facebook” or the “Company”); Mark Zuckerberg, Sheryl K. Sandberg, David A. Ebersman, David M. Spillane, Marc L. Andreessen, Erskine B. Bowles, James W. Breyer, Donald E. Graham, Reed Hastings, and Peter A. Thiel (collectively, the “Individual Defendants”); and Morgan Stanley & Co. LLC; J.P. Morgan Securities LLC; Goldman Sachs & Co. LLC (formerly Goldman, Sachs

& Co.); Allen & Company LLC; Barclays Capital Inc.; Blaylock Robert Van LLC; BMO Capital Markets Corp.; C.L. King & Associates, Inc.; Cabrera Capital Markets, LLC; CastleOak Securities, L.P.; Citigroup Global Markets Inc.; Cowen and Company, LLC; Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; E\*TRADE Securities LLC; Itau BBA USA Securities, Inc.; Lazard Capital Markets LLC; Lebenthal & Co., LLC; Loop Capital Markets LLC; M.R. Beal & Company; Macquarie Capital (USA) Inc.; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Muriel Siebert & Co., Inc.; Oppenheimer & Co. Inc.; KeyBanc Capital Markets, Inc. (formerly Pacific Crest Securities LLC); Piper Jaffray & Co.; Raymond James & Associates, Inc.; RBC Capital Markets, LLC; Samuel A. Ramirez & Company, Inc.; Stifel, Nicolaus & Company, Incorporated; Wells Fargo Securities, LLC; The Williams Capital Group, L.P.; and William Blair & Company, L.L.C. (collectively, the “Underwriter Defendants” and, together with Facebook and the Individual Defendants, “Defendants,” and, together with Lead Plaintiffs, the “Parties”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally and forever compromise, settle, release, resolve, and dismiss with prejudice all claims asserted in the Action against Defendants.

WHEREAS:

A. On May 17, 2012, Facebook conducted an initial public offering of its common stock, selling more than 421 million shares of common stock at \$38 per share, raising \$16 billion from investors.

B. Beginning in May 2012, numerous putative securities class actions were filed against Defendants in various state and federal courts alleging violations of the federal securities laws. Following a hearing before the United States Judicial Panel on Multidistrict Litigation,

pursuant to 28 U.S.C. § 1407, on October 4, 2012, the actions were transferred to the Court for pre-trial proceedings.

C. On December 6, 2012, the Court entered an Order consolidating the putative class actions and appointing Arkansas Teacher Retirement System (“Arkansas Teacher”), Fresno County Employees’ Retirement Association (“Fresno”), the North Carolina Department of State Treasurer on behalf of the North Carolina Retirement Systems (“North Carolina DST”), and Banyan Capital Master Fund Ltd. (“Banyan”), as lead plaintiffs for the Action pursuant to the Private Securities Litigation Reform Act of 1995. In the same Order, the Court approved the selection of Bernstein Litowitz Berger & Grossmann LLP and Labaton Sucharow LLP as Lead Counsel for the proposed class.

D. On February 28, 2013, Arkansas Teacher, Fresno, North Carolina DST, and Banyan, as well as named plaintiffs Jose G. Galvan and Mary Jane Lule Galvan, filed the Consolidated Class Action Complaint (the “Complaint”) asserting claims under Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (the “Securities Act”). The Complaint alleges, among other things, that Facebook did not disclose that prior to the May 17, 2012 IPO, Facebook learned that a trend of increasing mobile usage had negatively impacted Facebook’s advertising business, and as a result, the Company cut its revenue estimates for the second quarter of 2012 (the quarter in which Facebook was going public) and the full year. The Complaint further alleges that, rather than disclosing these facts, on May 9, 2012, Facebook filed an amended Registration Statement in which it represented that mobile usage “may” impact the Company’s revenues even though the trend had already had a negative impact on the Company’s revenues. The Complaint further alleges that the price of Facebook’s common stock declined following news reports published on May 18, 2012 and May 22, 2012.

E. On April 30, 2013, Defendants moved to dismiss the Complaint. On December 12, 2013, the Court issued an Opinion and Order, which was entered on December 18, 2013, denying Defendants' motion to dismiss.

F. On January 10, 2014, Defendants moved to amend and certify the December 12, 2013 Order for interlocutory appeal, which motion the Court denied on March 13, 2014.

G. On May 9, 2014, Defendants answered the Complaint.

H. On December 23, 2014, Arkansas Teacher, Fresno, North Carolina DST, Jose G. Galvan, Mary Jane Lule Galvan, Eric Rand, Paul Melton, Lynn Melton, and Sharon Morley filed a motion for class certification. In connection with the class certification motion, the Parties conducted 16 depositions, including five depositions taken by Lead Counsel and 11 taken by Defendants' Counsel. Plaintiffs submitted an expert report and Defendants submitted two expert reports on issues pertaining to class certification. Following briefing on the motion and oral argument held on October 7, 2015, the Court issued an Opinion dated December 11, 2015 that granted the class certification motion, appointed the Class Representatives and North Carolina DST as representatives of the Class, and appointed Bernstein Litowitz and Labaton Sucharow as Class Counsel.<sup>1</sup>

I. On August 19, 2015, Class Representatives filed an objection to the terms of the Settlement of the Consolidated NASDAQ Actions pending before this Court to ensure that the judgment reduction provision included in the judgment entered in the Consolidated NASDAQ

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<sup>1</sup> Although Banyan had previously been appointed as one of the lead plaintiffs, Banyan was not put forward as a class representative in the December 23, 2014 motion, and is no longer acting as co-lead plaintiff in the Action. In addition, on November 9, 2016, the parties stipulated that North Carolina DST voluntarily withdrew from this Action as co-lead plaintiff and class representative and relinquished its right to opt out of this Action or bring a related action, while retaining its rights as an absent Class Member.

Actions would reduce any judgment obtained in this Action only to the extent that the amount received in the Consolidated NASDAQ Actions settlement and any judgment ultimately obtained in this Action were for “common damages.” In its November 9, 2015 Opinion approving the settlement of the Consolidated NASDAQ Actions, the Court accepted Class Representatives’ argument and entered the judgment in that case with the “common damages” limitation. Defendants appealed that decision and, following full briefing and oral argument, on December 27, 2016, the Court of Appeals for the Second Circuit affirmed this Court’s decision.

J. On June 8, 2016, the Court entered an Order approving notice to be disseminated to potential members of the Class to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion.

K. Pursuant to the Court’s June 8, 2016 Order, Class Mailed Notice was mailed to potential Class Members beginning on August 4, 2016. A total of more than one million copies of the Class Mailed Notice were mailed to potential Class Members. In addition, a more detailed Notice of Pendency of Class Action was made available to potential Class Members on a website developed for the Action and a publication notice of the pendency of the class action was published and released over the *PR Newswire* in August 2016.

L. The Class Mailed Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth procedures for doing so. The Class Mailed Notice informed Class Members that if they chose to remain a member of the Class, they would “be bound by all orders, whether favorable or unfavorable, that the Court enters in this case.” The deadline for mailing any requests for exclusion from the Class was October 3, 2016.

148 requests for exclusion from the Class were received in connection with the dissemination of the Class Notice. See Appendix 1 hereto.

M. On June 9, 2016, the Underwriter Defendants moved for clarification of the Court's June 8, 2016 Order. After letter briefing and oral argument, the Court ordered on June 27, 2016 that the names and addresses of investors to be provided to the Administrator for purposes of mailing notice to them would not be subject to discovery without further order of the Court.

N. Plaintiffs and Defendants completed extensive fact and expert discovery in the Action. The Parties conducted 37 depositions (in addition to the 16 conducted in connection with class certification), which included Lead Counsel taking the depositions of 17 fact witness, six Defendants' expert witnesses, and one third-party witness and Defendants' deposition of eight third-party witnesses and Plaintiffs' five expert witnesses. The Parties also exchanged numerous requests for documents, which resulted in the production of more than 1.5 million pages of documents by Defendants and third parties. During both class and fact discovery, Plaintiffs submitted a total of 11 opening and rebuttal expert reports from five different experts and Defendants submitted 14 opening and rebuttal expert reports from seven different experts in total, all of whom were deposed.

O. The Parties also litigated several discovery motions, including (i) an April 2016 motion by the Facebook Defendants to compel Plaintiffs to respond to contention interrogatories, which was denied by the Court in July 2016; and (ii) a February 2017 motion by Defendants for additional time to depose Plaintiffs' expert James Miller, which the Court granted in March 2017.

P. On April 13 and 14, 2017, Defendants filed four motions for summary judgment. Plaintiffs filed their opposition to these motions on June 8, 2017; Defendants filed their replies in

support of their motions on July 20, 2017; and the Court heard oral argument on the motions on August 9, 2017.

Q. On April 27, 2017, Defendants filed seven *Daubert* motions seeking to exclude expert testimony proffered by Plaintiffs, and Plaintiffs filed an omnibus *Daubert* motion seeking to exclude expert testimony proffered by Defendants. Each side filed its opposition to the other side's *Daubert* motions on June 15, 2017, and its replies in support of its own *Daubert* motions on August 1, 2017. The Court heard oral argument on these motions on August 16 and 22, 2017.

R. On September 29, 2017, Plaintiffs moved to bifurcate the trial of this Action. Defendants filed their opposition to this motion on October 27, 2017; Plaintiffs filed their reply in support of the motion on November 10, 2017; the Court heard oral argument on the motion on November 16, 2017; and both Plaintiffs and Defendants submitted letters to the Court supplementing their arguments on December 22, 2017.

S. The motions for summary judgment, the *Daubert* motions, and the motion to bifurcate were pending before the Court when the parties agreed in principle to this Settlement and notified the Court of the agreement in principle.

T. On October 4, 2017, Plaintiffs moved to unseal the parties' filings in support of and in opposition to Defendants' motions for summary judgment. The parties then reached an agreement concerning the public filing of these papers with limited redactions, and Plaintiffs withdrew this motion on October 20, 2017.

U. On April 6, 2017, the Court scheduled a trial in this Action to start on October 23, 2017. On September 29, 2017, the Court rescheduled the trial to start on February 26, 2018. In accordance with this schedule, the Parties conducted extensive trial preparation from September through December 2017 before reaching an agreement in principle to settle the Action, which



included (i) exchanging the Parties' trial exhibit lists, proposed stipulations of fact and law, and proposed requests for judicial notice; (ii) exchanging Plaintiffs' statement of subject-matter jurisdiction and Defendants' response; (iii) exchanging the Parties' lists of anticipated pretrial motions, objections and counter-designations to deposition designations, and consents and objections to witness lists; (iv) exchanging their identification of trial counsel, estimated length of trial, and lists of claims and defenses to be tried and previously asserted claims and defenses not to be tried; (v) exchanging counter-counter deposition designations for witnesses not expected to testify in person at trial, and objections to counter deposition designations disclosed for the first time on December 13, 2017; consent/objections to stipulated facts; consent/objections to agreed statements of law, and consent/objections to requests for judicial notice.

V. The Parties reached an agreement in principle to settle the Action that was memorialized in a term sheet (the "Term Sheet") executed on January 12, 2018. The Term Sheet sets forth, among other things, the Parties' agreement to settle and release all claims against Defendants in return for a cash payment by Facebook or its insurers of \$35,000,000 for the benefit of the Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

W. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties.

X. Based upon their investigation, prosecution and settlement of the case, Lead Plaintiffs and Lead Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the other members of the Class, and in their best interests. Based on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Lead Plaintiffs have agreed to settle and release the claims raised in

the Action against Defendants pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that the Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation and trial.

Y. This Stipulation constitutes a compromise of matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Lead Plaintiffs in good faith and defended by Defendants in good faith, and that the Action is being voluntarily settled.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiffs (individually and on behalf of the Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the

Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

### **DEFINITIONS**

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the consolidated securities class action in the matter styled *In re Facebook, Inc. IPO Securities & Derivative Action*, MDL No. 12-2389 (RSW) (S.D.N.Y.).

(b) "Authorized Claimant" means a Class Member who submits a Claim to the Claims Administrator or another Claimant who submits a Claim to the Claims Administrator on behalf of a Class Member, and whose Claim is approved by the Court for payment from the Net Settlement Fund.

(c) "Claim" means a paper claim submitted on a Proof of Claim Form or an electronic claim submitted to the Claims Administrator providing substantially similar information.

(d) "Claim Form" or "Proof of Claim Form" means the form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant must complete and submit should the Claimant seek to share in a distribution of the Net Settlement Fund.

(e) "Claimant" means a person or entity, who or which submits a Claim Form to the Claims Administrator seeking to be eligible to share in the Net Settlement Fund.

(f) "Claims Administrator" means the firm retained by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

(g) “Class” means the class certified in the Court’s December 11, 2015 Opinion (ECF No. 385). Specifically, the Class includes (i) all institutional investors that purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s May 17, 2012 initial public offering (“IPO”) during the Class Period, and were damaged thereby (the “Institutional Investor Subclass”); and (ii) all retail investors who purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s IPO during the Class Period, and were damaged thereby (the “Retail Investor Subclass” and, together with the Institutional Investor Subclass, the “Class”). The following investors have been previously excluded from the Class by the Court pursuant to its December 11, 2015 Opinion: American Century Investment Management Inc.; Blue Ridge Capital, LLC; Capital Research and Management Company; Chilton Investment Company, LLC; Clovis Capital Management, LP; Columbia Management Investment Advisors, LLC; Fidelity Management and Research Company; Jennison Associates LLC; Ian DelBalso; Kingdon Capital Management, LLC; Loews Corp; Maple Lane Capital, LLC; Schroder Investment Management North America Inc.; Soros Fund Management LLC; Surveyor Capital; T. Rowe Price Distribution Group; Teachers Insurance Annuity Association of America; Turner Investments LP; Weiss Multi-Strategy Advisers LLC; and Wellington Management Company LLP; and any other investors whose shares were purchased on their behalf by any of the excluded investors with full discretionary authority. Also excluded from the Class by definition are (i) Defendants; (ii) present or former executive officers of Facebook and their Immediate Family Members; and (iii) any person or entity that submitted a request for exclusion from the Class as set forth in Appendix 1 hereto.

(h) “Class Member” means each person and entity who or which is a member of the Class.

(i) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(j) “Class Notice” means the notice previously authorized by Order of the Court dated June 8, 2016, which was disseminated to Class Members in accordance with that Order, including the postcard notice mailed by first-class mail to potential Class Members (the “Class Mailed Notice”) and the Notice of Pendency of Class Action, which was disseminated to Class Members by publication on the internet.

(k) “Class Period” means the period from May 17, 2012 through May 21, 2012, inclusive.

(l) “Class Representatives” means Lead Plaintiffs, Jose G. Galvan, Mary Jane Lule Galvan, Eric Rand, Paul Melton, Lynn Melton, and Sharon Morley.

(m) “Complaint” means the Consolidated Class Action Complaint filed by Lead Plaintiffs in the Action on February 28, 2013.

(n) “Court” means the United States District Court for the Southern District of New York.

(o) “Defendants” means the Facebook Defendants and the Underwriter Defendants.

(p) “Defendants’ Counsel” means Facebook Defendants’ Counsel and Underwriter Defendants’ Counsel.

(q) “Defendants’ Releasees” means (i) Defendants, (ii) Defendants’ present and former parents, subsidiaries, affiliates, predecessors, successors, joint ventures, assigns, and any entities in which any Defendant has or had a controlling interest, (iii) any Immediate Family

Members of any Individual Defendant, (iv) any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or Immediate Family Member of any Individual Defendant, and (v) each of the respective officers, directors, employees, partners, controlling shareholders, principals, trustees, attorneys, auditors, accountants, investment bankers, underwriters, consultants, agents, insurers, re-insurers, estates, related or affiliated entities, heirs, executors, administrators, predecessors, successors and assigns of the foregoing, in their capacities as such.

(r) “Effective Date” with respect to the Settlement means the first date by which all of the conditions and events specified in ¶ 31 of this Stipulation have been met and have occurred or have been waived.

(s) “Escrow Account” means an account maintained at Citibank, N.A. wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

(t) “Escrow Agent” means Citibank, N.A.

(u) “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(v) “Excluded Defendants’ Claims” means (i) any claims against any person or entity that previously submitted a request for exclusion from the Class as set forth on Appendix 1 hereto and (ii) any claims relating to the enforcement of the Settlement.

(w) “Excluded Plaintiffs’ Claims” means (i) any claims of any person or entity that previously submitted a request for exclusion from the Class as set forth on Appendix 1 hereto; and (ii) any claims relating to the enforcement of the Settlement.

(x) “Facebook” or the “Company” means Facebook, Inc.

(y) “Facebook Defendants” means Facebook and the Individual Defendants.

(z) “Facebook Defendants’ Counsel” means Latham & Watkins LLP and Willkie Farr & Gallagher LLP.

(aa) “Final,” with respect to the Judgment or any other court order, means the time when the last of the following shall occur: (i) the expiration of the time for the filing or noticing of any appeal from the Judgment (including any motion to alter or amend the Judgment) or court order, without appeal having been taken or noticed and (ii) if an appeal is taken or noticed, the expiration of the time for seeking further judicial review, whether by rehearing, reconsideration, petition for a writ of certiorari or otherwise, of any order dismissing or affirming such appeal, if no such further judicial review of such disposition on appeal is taken or noticed; and (iii) if further judicial review of the disposition on appeal is sought, the expiration of the time for seeking additional review (if any) of any determination disposing of such request for additional review. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall not in any way delay or preclude the Judgment from becoming Final.

(bb) “Immediate Family Members” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this definition, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(cc) “Individual Defendants” means Mark Zuckerberg, Sheryl K. Sandberg, David A. Ebersman, David M. Spillane, Marc L. Andreessen, Erskine B. Bowles, James W. Breyer, Donald E. Graham, Reed Hastings, and Peter A. Thiel.

(dd) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(ee) “Lead Counsel” or “Class Counsel” means the law firms of Bernstein Litowitz Berger & Grossmann LLP and Labaton Sucharow LLP.

(ff) “Lead Plaintiffs” means Arkansas Teacher Retirement System and Fresno County Employees’ Retirement Association.

(gg) “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the costs and expenses of Class Representatives directly related to their representation of the Class), for which Lead Counsel intend to apply to the Court for payment from the Settlement Fund.

(hh) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other fees and costs approved by the Court.

(ii) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) providing notices to the Class (including, but not limited to, the Class Notice and the Settlement Notice); and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

(jj) “Parties” means Lead Plaintiffs, on behalf of themselves and the other members of the Class, and Defendants.



(kk) “Plaintiffs’ Counsel” means Lead Counsel and all other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Settlement Class in the Action.

(ll) “Plaintiffs’ Releasees” means Lead Plaintiffs, Class Representatives, all current and former lead plaintiffs, named plaintiffs or class representatives in the Action, their respective attorneys, and all other Class Members, and each of the heirs, executors, administrators, predecessors, successors and assigns of the foregoing, in their capacities as such.

(mm) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Settlement Notice.

(nn) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(oo) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1 and 78u-4, as amended.

(pp) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

(qq) “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include any Excluded Defendants’ Claims.

(rr) “Released Plaintiffs’ Claims” means all claims, demands, losses, rights, and causes of action of any nature and description whatsoever, whether known claims or Unknown

Claims, that have been or could have been asserted in this Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Class Representatives, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Defendants' Releasees, which (a) arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in this Action, and (b) arise out of, are based upon, or relate to in any way the purchase, acquisition, holding, sale, or disposition of any Facebook securities during the Class Period. Released Plaintiffs' Claims do not include any Excluded Plaintiffs' Claims.

(ss) "Releasee(s)" means each and any of the Defendants' Releasees and each and any of the Plaintiffs' Releasees.

(tt) "Releases" means the releases set forth in ¶¶ 5-6 of this Stipulation.

(uu) "Settlement" means the settlement between Lead Plaintiffs and Defendants on the terms and conditions set forth in this Stipulation.

(vv) "Settlement Amount" means \$35,000,000.00 in cash.

(ww) "Settlement Fund" means the Settlement Amount plus any and all interest earned thereon.

(xx) "Settlement Hearing" means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(yy) "Settlement Notice" means the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees

and Litigation Expenses, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed to Class Members.

(zz) “Summary Settlement Notice” means the Summary Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(aaa) “Taxes” means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(bbb) “Underwriter Defendants” means Morgan Stanley & Co. LLC; J.P. Morgan Securities LLC; Goldman Sachs & Co. LLC (formerly Goldman, Sachs & Co.); Allen & Company LLC; Barclays Capital Inc.; Blaylock Robert Van LLC; BMO Capital Markets Corp.; C.L. King & Associates, Inc.; Cabrera Capital Markets, LLC; CastleOak Securities, L.P.; Citigroup Global Markets Inc.; Cowen and Company, LLC; Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; E\*TRADE Securities LLC; Itau BBA USA Securities, Inc.; Lazard Capital Markets LLC; Lebenthal & Co., LLC; Loop Capital Markets LLC; M.R. Beal & Company; Macquarie Capital (USA) Inc.; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Muriel Siebert & Co., Inc.; Oppenheimer & Co. Inc.; KeyBanc Capital Markets, Inc. (formerly Pacific Crest Securities LLC); Piper Jaffray & Co.; Raymond James & Associates, Inc.; RBC Capital Markets, LLC; Samuel A. Ramirez & Company, Inc.; Stifel, Nicolaus & Company, Incorporated;

Wells Fargo Securities, LLC; The Williams Capital Group, L.P.; and William Blair & Company, L.L.C.

(ccc) “Underwriter Defendants’ Counsel” means Davis Polk & Wardwell LLP.

(ddd) “Unknown Claims” means any claims, demands, losses, rights, and causes of action of any nature and description which any Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any claims, demands, losses, rights, and causes of action of any nature and description which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, 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, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §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.

Lead Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement

**PRELIMINARY APPROVAL OF SETTLEMENT**

2. Promptly upon execution of this Stipulation, Lead Plaintiffs will move for preliminary approval of the Settlement and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiffs shall apply to the Court for, and Defendants shall not oppose, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

3. In connection with the motion for preliminary approval of the Settlement, the Parties agree to request that the Court not permit a second opportunity for Class Members to request exclusion from the Class.

**RELEASE OF CLAIMS**

4. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; (b) the Releases provided for herein; and (c) payment of the Settlement Amount.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Class Representatives and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees. This Release shall not apply to any Excluded Plaintiffs' Claim.

6. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against Class Representatives and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees. This Release shall not apply to any Excluded Defendants' Claim.

7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

#### **THE SETTLEMENT CONSIDERATION**

8. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, Facebook or its insurers shall pay or cause to be paid the Settlement Amount into the Escrow Account by the later of (a) thirty (30) business days after entry by the Court of an order preliminarily approving this Settlement; or (b) ten (10) business days after Facebook Defendants' Counsel's receipt from Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account, including wiring instructions that include the bank name and ABA routing number, account name, and account number, and a signed W-9 reflecting a valid taxpayer identification number for the Qualified Settlement Fund in which the Settlement Amount is to be deposited.

**USE OF SETTLEMENT FUND**

9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; and (d) any attorneys' fees awarded by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 18-29 below.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

11. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns

as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Defendants' Releasees shall not have any liability or responsibility for any such Taxes or tax returns. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid by the Escrow Agent pursuant to the disbursement procedures to be set forth in the Escrow Agreement, and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants' Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or its agents with respect to the payment of Taxes or the filing of any tax returns, as described herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant, Defendants' Releasee, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of



Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

14. Prior to the Effective Date, Lead Counsel may pay up to \$700,000 from the Settlement Fund, without further approval from Defendants or further order of the Court, for Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing notices to the Class, publishing the notices to the Class, reimbursements to nominee owners for forwarding the notices to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice, administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount. After the Effective Date, Lead Counsel may pay all Notice and Administration Costs from the Settlement Fund without further approval from Defendants or further order of the Court. Defendants shall be responsible for providing any required notice under the Class Action Fairness Act of 2005, at their own expense.

**ATTORNEYS' FEES AND LITIGATION EXPENSES**

15. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid solely from (and out of) the Settlement Fund. Lead Counsel also will apply to the Court for payment of Litigation Expenses, which may include a request for Class Representatives' reasonable costs and expenses directly related to their representation of the Class,

to be paid solely from (and out of) the Settlement Fund. Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiffs other than what is set forth in this Stipulation.

16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Lead Counsel's obligation to refund or repay all such attorney's fees and Litigation Expenses to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Lead Counsel shall make the refund or repayment in full no later than thirty (30) days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become Final. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

17. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees

or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Escrow Account.

**NOTICE AND SETTLEMENT ADMINISTRATION**

18. As part of the Preliminary Approval Order, Lead Plaintiffs shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any other Defendants' Releasees, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Class Representatives, any other Class Members, or Lead Counsel in connection with the foregoing. Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

19. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the Settlement Notice and Claim Form to those members of the Class as may be identified through reasonable effort. Lead Counsel shall also cause the Claims Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

20. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Claim compared

to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Settlement Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of allocation as the Court approves).

21. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Defendants' Releasees shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other Defendants' Releasees, shall have any involvement with or liability, obligation or responsibility whatsoever for the application of the Court-approved plan of allocation.

22. Any Class Member who does not submit a valid Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

23. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, or any other Defendants' Releasees, shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting

or rejecting any Claim for payment by a Class Member. Lead Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

24. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Class Member shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Settlement Notice, unless such deadline is extended by Order of the Court. Any Class Member who fails to submit a Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above or within a lesser timeframe if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

25. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount

of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims.

26. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted by or on behalf of persons and entities seeking to share in the distribution of the Net Settlement Fund; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

28. No person or entity shall have any claim against Lead Plaintiffs, Lead Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants, and their respective counsel and experts and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or

payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

29. All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and Parties expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

**TERMS OF THE JUDGMENT**

30. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

**CONDITIONS OF SETTLEMENT AND EFFECT OF  
DISAPPROVAL, CANCELLATION OR TERMINATION**

31. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

(c) no Defendant has exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation; and



(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final.

32. Upon the occurrence of all of the events referenced in ¶ 31 above, any and all remaining interest or right of any Defendant in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

33. If (i) any Defendant exercises the right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; (iv) the Effective Date as to the Settlement otherwise fails to occur, or (v) the Judgment is vacated in accordance with the provisions of ¶ 38 below then:

(a) the Settlement and the relevant portions of this Stipulation shall be canceled and terminated.

(b) Lead Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on January 12, 2018.

(c) the terms and provisions of this Stipulation, with the exception of this ¶ 33 and ¶¶ 14, 16, 35 and 57, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*.

(d) within five (5) business days after joint written notification of termination is sent by any of Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon and any funds received by Lead Counsel consistent with ¶ 16

above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing, shall be refunded by the Escrow Agent to Facebook (or such other persons or entities as Facebook may direct). In the event that the funds received by Lead Counsel consistent with ¶ 16 above have not been refunded to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Facebook (or such other persons or entities as Facebook may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 16 above.

34. It is further stipulated and agreed that each Defendant and Lead Plaintiffs shall have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“Termination Notice”) to the other Parties within thirty (30) days of: (a) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court’s Final refusal to approve the Settlement or any material part thereof; (c) the Court’s Final refusal to enter the Judgment in any material respect as to the Settlement; or (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court, and the provisions of ¶ 33 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for attorneys’ fees or Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of the Judgment and shall not be grounds for termination of the Settlement.

**NO ADMISSION OF WRONGDOING**

35. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet

and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

*provided, however*, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

### **MISCELLANEOUS PROVISIONS**

36. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

37. Facebook warrants that, as to the payments made or to be made by it or on its behalf, at the time of entering into this Stipulation and at the time of such payment, it or to its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of it render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by Facebook and not by its counsel.

38. In the event of the entry of a Final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Facebook to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiffs, the Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered pursuant to this

Stipulation in which event the Releases and Judgment shall be null and void, and the Parties shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on January 12, 2018 upon repayment to Facebook of the full amount paid into the Settlement Fund pursuant to ¶ 8 above (less any Notice and Administration Costs incurred and paid or payable and less any Taxes paid or due with respect to the Settlement Fund) as provided in ¶ 33 above.

39. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiffs and any other Class Members against the Defendants' Releasees with respect to the Released Plaintiffs' Claims. Accordingly, Lead Plaintiffs and their counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Lead Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. No Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by Judge Daniel Weinstein and Jed Melnick, Esq., and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

40. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is

being settled voluntarily after consultation with competent legal counsel. In all events, Lead Plaintiffs and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

41. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Lead Plaintiffs and Defendants (or their successors-in-interest).

42. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

43. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

44. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

45. This Stipulation and its exhibits constitute the entire agreement among Lead Plaintiffs and Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

46. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

47. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party may merge, consolidate or reorganize.

48. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

49. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

50. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

51. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

52. Lead Counsel and Defendants' Counsel agree to cooperate reasonably with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such

other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

53. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiffs or Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP  
Attn: Salvatore J. Graziano  
1251 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 554-1400  
Facsimile: (212) 554-1444  
Email: salvatore@blbglaw.com

-and-

Labaton Sucharow LLP  
Attn: James W. Johnson  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0859  
Facsimile: (212) 883-7059  
Email: jjohnson@labaton.com

If to the Facebook Defendants or  
Facebook Defendants' Counsel: Latham & Watkins LLP  
Attn: Andrew Clubok  
555 Eleventh Street, NW  
Suite 1000  
Washington, DC 20004-1304  
Telephone: (202) 637-3323  
Facsimile: (202) 637-2201  
Email: andrew.clubok@lw.com

If to the Underwriter Defendants or  
the Underwriter Defendants'  
Counsel: Davis Polk & Wardwell LLP  
Attn: James P. Rouhandeh  
450 Lexington Avenue  
New York, NY 10017



Telephone: (212) 450-4000  
Facsimile: (212) 701-7800  
Email: rouhandeh@davispolk.com  
andrew.ditchfield@davispolk.com  
MAO@davispolk.com

54. Except as otherwise provided herein, each Party shall bear its own costs.

55. Whether or not the Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation and Settlement confidential.


56. Nothing in this Stipulation and Settlement, or in the negotiations relating thereto, is intended to or shall be constituted a waiver of any applicable privilege or immunity, including, without limitation, attorney/client privilege, joint defense privilege, or work product immunity.

57. The Parties agree, to the extent permitted by law, that all agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Stipulation and the Settlement.

58. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

**IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of February 26, 2018.

**BERNSTEIN LITOWITZ BERGER &  
GROSSMANN LLP**

By:   
Salvatore J. Graziano  
John Rizio-Hamilton  
1251 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 554-1400  
Facsimile: (212) 554-1444

**LABATON SUCHAROW LLP**

By: \_\_\_\_\_  
James W. Johnson  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0859  
Facsimile: (212) 883-7059

***Lead Counsel for Lead Plaintiffs  
and the Class***

**LATHAM & WATKINS LLP**

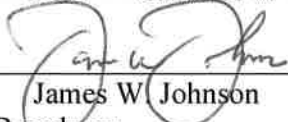
By: \_\_\_\_\_  
Andrew Clubok  
555 Eleventh Street, NW  
Suite 1000  
Washington, D.C. 20004-1304  
Telephone: (202) 637-3323  
Facsimile: (202) 637-2201

***Counsel for the Facebook Defendants***

**BERNSTEIN LITOWITZ BERGER &  
GROSSMANN LLP**

By: \_\_\_\_\_  
Salvatore J. Graziano  
John Rizio-Hamilton  
1251 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 554-1400  
Facsimile: (212) 554-1444

**LABATON SUCHAROW LLP**

By:  \_\_\_\_\_  
James W. Johnson  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0859  
Facsimile: (212) 883-7059

***Lead Counsel for Lead Plaintiffs  
and the Class***

**LATHAM & WATKINS LLP**

By: \_\_\_\_\_  
Andrew Clubok  
555 Eleventh Street, NW  
Suite 1000  
Washington, D.C. 20004-1304  
Telephone: (202) 637-3323  
Facsimile: (202) 637-2201

***Counsel for the Facebook Defendants***

**BERNSTEIN LITOWITZ BERGER &  
GROSSMANN LLP**


By: \_\_\_\_\_  
Salvatore J. Graziano  
John Rizio-Hamilton  
1251 Avenue of the Americas  
New York, NY 10020  
Telephone: (212) 554-1400  
Facsimile: (212) 554-1444

**LABATON SUCHAROW LLP**

By: \_\_\_\_\_  
James W. Johnson  
140 Broadway  
New York, NY 10005  
Telephone: (212) 907-0859  
Facsimile: (212) 883-7059

***Lead Counsel for Lead Plaintiffs  
and the Class***

**LATHAM & WATKINS LLP**

By:   
Andrew Clubok  
555 Eleventh Street, NW  
Suite 1000  
Washington, D.C. 20004-1304  
Telephone: (202) 637-3323  
Facsimile: (202) 637-2201

***Counsel for the Facebook Defendants***

**DAVIS POLK & WARDWELL LLP**

By: \_\_\_\_\_



James P. Rouhandeh

Charles S. Duggan

Andrew Ditchfield

450 Lexington Avenue

New York, NY 10017

Telephone: (212) 450-4000

Facsimile: (212) 701-7800

*Counsel for the Underwriter Defendants*

#1151136

**Appendix 1**

1.	Daniel H. Adams Pine Plains, NY
2.	N. Jarret Airhart Albuquerque, NM
3.	Mehmet T. Aritan, Representative of Estate of Billur Aritan Estate of Billur Aritan La Crosse, WI
4.	Mirza T. Baig and Saleha Baig Coral Springs, FL
5.	Michelle Barton, Trustee Michelle Barton Descendants Trust Homewood, IL
6.	Paul Batjiaka San Francisco, CA
7.	Michael Baumann Woodbury, MN
8.	Robert Beilstein and Sandra Beilstein North Charleston, SC
9.	Frances Bilinski Brighton, MI
10.	Norman Bilinski Brighton, MI
11.	That portion of the assets of Blackwell Partners, LLC – Series A managed by Sylebra Capital Management c/o Sylebra HK Company Limited Wanchai, Hong Kong

12.	Jeremiah Blodgett Yorba Linda, CA
13.	Loretta M. Booth, Trustee Loretta M. Booth Trust Temperance, MI
14.	George R. Bott IV Lancaster, VA
15.	Michelle Brazee Elburn, IL
16.	Sharon Broach Arizona City, AZ
17.	Deborah Bronston-Culp and Michael Culp Sagaponack, NY
18.	Alice R. Castillo Fairfax, VA
19.	David J. Cenk Christiansted, St Croix U.S.V.I.
20.	Andrew W. Chan San Diego, CA
21.	Fanny Chan Bedminster, NJ
22.	Dahil C. Chew and Patrick Chew Roseville, CA
23.	Helen Chibnik and Ronald Chibnik Middletown, NJ
24.	Marlene Chin Maplewood, NJ

25.	Ravikumar Chitikela Vernon Hills, IL
26.	Laxmidas Chudasama Flushing, NY
27.	Bhavani L. Coca Vernon Hills, IL
28.	Kitura W. Conner Roanoke, VA
29.	Ingeburg S.K. Coolidge Leesburg, FL
30.	Patricia Lorraine Cooper Somerdale, NJ
31.	Roland Roscoe Cooper I Somerdale, NJ
32.	Pablo E. Cure Alexandria, VA
33.	Cyber Trader Services Limited No. 2 Account Wanchai, Hong Kong
34.	Katherine O. Devlin Jenkintown, PA
35.	Howard G. Diani, Sr. and Linda Alpert-Diani Warrington, PA
36.	Harold N. Dickey and Toni Dickey London, OH
37.	Sharon DiMarzio Phoenixville, PA
38.	Otgontsetseg Dorjsuren Ulaanbaatar, Mongolia

39.	David H. DuBois Lake Hiawatha, NJ
40.	Ranendra Narayan Dutta Torrance, CA
41.	Kyle Enot Novi, MI
42.	Matt Farris Liberty Township, OH
43.	Robert P. Fisher and Eileen R. Fisher Staten Island, NY
44.	Leticia G. Flynn Beacon, NY
45.	Harry L. Fowler and Charlotte A. Fowler Fairview, TX
46.	Martha M. Fowkes Port Orford, OR
47.	Butler Fuller IV Baton Rouge, LA
48.	Ramon Garrido and Doralice Garrido Sugar Land, TX
49.	Walter Gilchrist Mokena, IL
50.	Richard Goldberg Owings Mills, MD
51.	Nancy Gonterman San Angelo, TX
52.	Nancy Gonterman Trad. IRA San Angelo, TX

53.	Ewa Wadolowska Grabowski Richmond Hill, NY
54.	Cheryl B. Greene Merritt Island, FL
55.	Michael J. Grzywa Papillion, NE
56.	Christopher Anthony Guida and Laurie Ann Guida Castle Rock, CO
57.	Marcia K. Haines, Trustee of the Haines Marital Reduction Trust Bentonville, AR
58.	Patricia Hanly Port Macquarie, NSW Australia
59.	Linda Harrington Palm Coast, FL
60.	David J. Hart Rancho Mirage, CA
61.	Michael W. Holliday Sharpsville, PA
62.	Larry Holtz Schaumburg, IL
63.	David R. Hughes Colorado Springs, CO
64.	Insights Economic Consulting Ltd. London, United Kingdom
65.	Bobbie J. Jones Lakewood, WA
66.	Bobbie J. Jones and Russell Regan Jones Lakewood, WA

67.	Ellen R. Kapoor Centreville, VA
68.	Edward S. Karpeichik Maynard, MA
69.	Trevor W. Kempzell and Sandra S. Kempzell Ft. Lauderdale, FL
70.	Kayte Kirkwood Baytown, TX
71.	Claudie Knox Houston, TX
72.	Chitti Babu Kolli Avon, OH
73.	Joseph J. Kurtik and Arnell Kurtik Apollo, PA
74.	Janet Lara Cudahy, CA
75.	Sabine Larose Miami, FL
76.	Alan M. Lebin and Marjorie L. Lebin Noblesville, IN
77.	Gerald A. Lehmann and Michelle L. Lehmann Oviedo, FL
78.	Miriam Levin Boynton Beach, FL
79.	David M. Leonhardt Cincinnati, OH
80.	Marilyn R. Levine San Mateo, CA



81.	Mary Lou Lewis Yucaipa, CA
82.	Phyllis Lucas Port Hueneme, CA
83.	Phyllis Lucas, George Lucas, and Theresa Biggerstaff Port Hueneme, CA
84.	A. Anthony Maher, Jr. Vienna, WV
85.	Alan A. Malizia Danielson, CT
86.	Ann M. Malkani Queensbury, NY
87.	Joanne M. Malkani Queensbury, NY
88.	Manu J. Malkani Queensbury, NY
89.	Richard Malm Kelseyville, CA
90.	Salvatore Manzella Chicago, IL
91.	Ronald L. Mayer Parma, OH
92.	Jeannette H. McDougal Bellingham, WA
93.	Charles J. McElhaney San Juan Capistrano, CA
94.	Lane McGuffin Westminster, SC

95.	Sherief Mikhail and Lisa Mikhail Bloomington, MN
96.	Alva Lee Miller Burien, WA
97.	Bonnie Murray Alpharetta, GA
98.	Myriad Opportunities Master Fund Limited Grand Cayman, Cayman Islands
99.	Ryan Nabatilan San Diego, CA
100.	Jay Nanavaty Penfield, NY
101.	Jay Nanavaty and Chandrika Nanavaty Penfield, NY
102.	Shrinivas Nayak Berkshire, United Kingdom
103.	Hoang Thai My Nguyen Seattle, WA
104.	Vinaya Nooguru Dayton, NJ
105.	Richard Novello New York, NY
106.	Nabiha O'Donnell Bay Village, OH
107.	Joshua Dean Otto Naples, FL
108.	Weber J. Parent, Jr Duson, LA

109.	Robert Poschmann Northbridge, MA
110.	Carolyn A. Quist Scottsdale, AZ
111.	Damyanti Radheshwar Shirley, NY
112.	Ramesh Ramayya Macon, GA
113.	Elsie Rayburn and Learav Jean Silvia Edison, NJ
114.	Danyelle Reid Richardson, TX
115.	David A. Reinsel, Trustee Plymouth, MN Matthew C. Reinsel, Trustee Kansas City, MO Co-Executors of the J. Diane Jacob Trust
116.	Lillie S. Robertson Lake Worth, FL
117.	Emma Rogers Beckenham, Kent United Kingdom
118.	Sheri Rose Fair Lawn, NJ
119.	Peggy Rulien, Trustee Peggy Ann Rulien Rev. Trust U/A Dtd 6/16/2016 San Jose, CA
120.	Buddhadev Samal Sugar Land, TX

121.	Phyllis Satterfield, Beneficiary Theodore Medcalf (Deceased) IRA New Baden, IL
122.	John Schebora Tamarac, FL
123.	Steven Schoen Honolulu, HI
124.	Pamela J. Searcy Jefferson, OH
125.	Hanshook Yiu Shin Springfield, VA
126.	Nooman Siddiqi Round Rock, TX
127.	Rosemary T. Skelton Audubon, PA
128.	Kristin Sloth Oneonta, NY
129.	Rhonda K. Smith Kewanna, IN
130.	Gregory Strapko Rockford, IL
131.	Sylebra Capital Partners Master Fund Ltd c/o Sylebra HK Company Limited Wanchai, Hong Kong
132.	John Szabo Sugar Land, TX
133.	Marcus F. Thublin, Jr. Decatur, AL
134.	Maichel R. Thunga Fremont, CA

135.	Biagio Robert Tobia Flushing, NY
136.	Ruthdali Torres Wesley Chapel, FL
137.	Brian Vaccaro Springfield, VA
138.	Remedios Mintu Valera Greenville, NC
139.	Brent Van Sickle Arvada, CO
140.	Peter Vandernoot and Cathleen Vandernoot Clearwater, FL
141.	Betty Alice Vanerka Laguna Woods, CA
142.	Irvin Ray West Brentwood, TN
143.	Wharton Asset Management UK LLP London, United Kingdom
144.	Gerald William White Singapore
145.	Gerald Alan Wyeth Dearborn Heights, MI
146.	Xinmei Yu Scotch Plains, NJ
147.	Ivan Orlando Zambrana San Antonio, TX
148.	Marilyn Ziver Rockville, MD

# **Exhibit A**

**Exhibit A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE FACEBOOK, INC. IPO SECURITIES  
AND DERIVATIVE LITIGATION

MDL No. 12-2389 (RWS)

This document relates to the  
Consolidated Securities Action:

No. 12-cv-4081	No. 12-cv-4763
No. 12-cv-4099	No. 12-cv-4777
No. 12-cv-4131	No. 12-cv-5511
No. 12-cv-4150	No. 12-cv-7542
No. 12-cv-4157	No. 12-cv-7543
No. 12-cv-4184	No. 12-cv-7544
No. 12-cv-4194	No. 12-cv-7545
No. 12-cv-4215	No. 12-cv-7546
No. 12-cv-4252	No. 12-cv-7547
No. 12-cv-4291	No. 12-cv-7548
No. 12-cv-4312	No. 12-cv-7550
No. 12-cv-4332	No. 12-cv-7551
No. 12-cv-4360	No. 12-cv-7552
No. 12-cv-4362	No. 12-cv-7586
No. 12-cv-4551	No. 12-cv-7587
No. 12-cv-4648	

**[PROPOSED] ORDER PRELIMINARILY APPROVING  
SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS, a consolidated securities class action is pending in this Court in the matter styled *In re Facebook, Inc. IPO Securities & Derivative Litigation*, MDL No. 12-2389 (S.D.N.Y.) (the “Action”);

WHEREAS, in an Opinion dated December 11, 2015, this Court certified the Action to proceed as a class action on behalf of (a) all institutional investors that purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s May 17, 2012 initial

public offering (“IPO”) during the period May 17, 2012 through May 21, 2012, inclusive (the “Class Period”), and were damaged thereby (the “Institutional Investor Subclass”); and (b) all retail investors who purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s IPO during the Class Period, and were damaged thereby (the “Retail Investor Subclass” and, together with the Institutional Investor Subclass, the “Class”).<sup>1</sup>

WHEREAS, pursuant to this Court’s Order dated June 8, 2016, notice was disseminated to potential members of the Class to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion;

WHEREAS, (a) Lead Plaintiffs Arkansas Teacher Retirement System and Fresno County Employees’ Retirement Association (collectively, “Lead Plaintiffs”), on behalf of themselves and the other members of the Class, and (b) defendants Facebook, Inc. (“Facebook” or the “Company”); Mark Zuckerberg, Sheryl K. Sandberg, David A. Ebersman, David M. Spillane, Marc L. Andreessen, Erskine B. Bowles, James W. Breyer, Donald E. Graham, Reed Hastings, and Peter A. Thiel (collectively, the “Individual Defendants”); and Morgan Stanley & Co. LLC;

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<sup>1</sup> The following investors have been previously excluded from the Class by the Court pursuant to its December 11, 2015 Opinion: American Century Investment Management Inc.; Blue Ridge Capital, LLC; Capital Research and Management Company; Chilton Investment Company, LLC; Clovis Capital Management, LP; Columbia Management Investment Advisors, LLC; Fidelity Management and Research Company; Jennison Associates LLC; Ian DelBalso; Kingdon Capital Management, LLC; Loews Corp; Maple Lane Capital, LLC; Schroder Investment Management North America Inc.; Soros Fund Management LLC; Surveyor Capital; T. Rowe Price Distribution Group; Teachers Insurance Annuity Association of America; Turner Investments LP; Weiss Multi-Strategy Advisers LLC; and Wellington Management Company LLP; and any other investors whose shares were purchased on their behalf by any of the excluded investors with full discretionary authority. Also excluded from the Class by definition are (i) Defendants; (ii) present or former executive officers of Facebook and their Immediate Family Members; and (iii) any person or entity that submitted a request for exclusion from the Class as set forth in Appendix 1 to the Stipulation.

J.P. Morgan Securities LLC; Goldman Sachs & Co. LLC (formerly Goldman, Sachs & Co.); Allen & Company LLC; Barclays Capital Inc.; Blaylock Robert Van LLC; BMO Capital Markets Corp.; C.L. King & Associates, Inc.; Cabrera Capital Markets, LLC; CastleOak Securities, L.P.; Citigroup Global Markets Inc.; Cowen and Company, LLC; Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; E\*TRADE Securities LLC; Itau BBA USA Securities, Inc.; Lazard Capital Markets LLC; Lebenthal & Co., LLC; Loop Capital Markets LLC; M.R. Beal & Company; Macquarie Capital (USA) Inc.; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Muriel Siebert & Co., Inc.; Oppenheimer & Co. Inc.; KeyBanc Capital Markets, Inc. (formerly Pacific Crest Securities LLC); Piper Jaffray & Co.; Raymond James & Associates, Inc.; RBC Capital Markets, LLC; Samuel A. Ramirez & Company, Inc.; Stifel, Nicolaus & Company, Incorporated; Wells Fargo Securities, LLC; The Williams Capital Group, L.P.; and William Blair & Company, L.L.C. (collectively, the “Underwriter Defendants” and, together with Facebook and the Individual Defendants, “Defendants,” and, together with Lead Plaintiffs, the “Parties”) have determined to settle all claims asserted against Defendants in this Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated February 26, 2018 (the “Stipulation”) subject to approval of this Court (the “Settlement”);

WHEREAS, Lead Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation, and approving notice of the Settlement to Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (a) Lead Plaintiffs' motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall have the same meanings as they have in the Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, as being fair, reasonable, and adequate to the Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

2. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement Hearing”) on \_\_\_\_\_, 2018 at \_\_: \_\_ .m. at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312, in Courtroom 18C for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the motion by Lead Counsel for an award of attorneys' fees and Litigation Expenses should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Class Members as set forth in paragraph 4 of this Order.



3. The Court may adjourn the Settlement Hearing without further notice to the Class, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

4. **Retention of Claims Administrator and Manner of Giving Notice** – Lead Counsel are hereby authorized to retain A.B. Data, Ltd. (the “Claims Administrator” or “A.B. Data”), which was previously approved by the Court to administer the dissemination of the Class Notice, to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be given by Lead Counsel as follows:

(a) not later than twenty (20) business days after the date of entry of this Order (the “Notice Date”), the Claims Administrator shall cause a copy of the Settlement Notice and the Claim Form, substantially in the forms attached hereto as Exhibits 1 and 2, respectively (the “Settlement Notice Packet”), to be mailed by first-class mail to the members of the Class who may be identified through reasonable effort;

(b) contemporaneously with the mailing of the Settlement Notice Packet, the Claims Administrator shall cause copies of the Settlement Notice and the Claim Form to be posted on the website developed for this Action, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com), from which copies of the Settlement Notice and Claim Form can be downloaded;

(c) not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Settlement Notice, substantially in the form attached hereto as Exhibit 3, to be published once in *Investor’s Business Daily* and to be transmitted once over the *PR Newswire* and *CNW Newswire*; and

(d) not later than seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publication.

5. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the Settlement Notice, the Claim Form, and the Summary Settlement Notice, attached hereto as Exhibits 1, 2, and 3, respectively, and (b) finds that the mailing and distribution of the Settlement Notice and Claim Form and the publication of the Summary Settlement Notice in the manner and form set forth in paragraph 4 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, of their right to object to the Settlement, the Plan of Allocation and/or Lead Counsel's motion for attorneys' fees and Litigation Expenses, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 77z-1, as amended, and all other applicable law and rules. The date and time of the Settlement Hearing shall be included in the Settlement Notice and Summary Settlement Notice before they are mailed and published, respectively.

6. **Nominee Procedures** – In connection with the previous dissemination of Class Notice to members of the Class, brokers and other nominees ("Nominees") were advised that, if they purchased or otherwise acquired Facebook Class A common stock during the Class Period

for the beneficial interest of persons or organizations other than themselves, they must either: (a) within seven (7) calendar days of receipt of the Class Mailed Notice, request from A.B. Data sufficient copies of the Class Mailed Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Class Mailed Notices forward them to all such beneficial owners; or (b) within seven (7) calendar days of receipt of the Class Mailed Notice, provide a list of the names and addresses of all such beneficial owners to A.B. Data.

(a) For Nominees who chose the first option (*i.e.*, elected to mail the Class Mailed Notice directly to beneficial owners), A.B. Data shall forward the same number of Settlement Notice Packets to such Nominees, and the Nominees shall, within ten (10) business days of receipt of the Settlement Notice Packets, mail the Settlement Notice Packets to their beneficial owners;

(b) For Nominees who chose the second option (*i.e.*, provided a list of names and addresses of beneficial holders to A.B. Data), A.B. Data shall promptly mail a copy of the Settlement Notice Packet to each of the beneficial owners whose names and addresses the Nominee previously supplied. Unless the Nominee purchased or acquired Facebook Class A common stock during the Class Period for beneficial owners whose names and addresses were not previously provided to A.B. Data, such Nominees need not take any further action;

(c) For Nominees that purchased or acquired Facebook Class A common stock during the Class Period for beneficial owners whose information was not previously provided to A.B. Data, such Nominees shall within ten (10) business days of receipt of the Settlement Notice, provide a list of the names and addresses of all such beneficial owners to A.B. Data, or shall request from A.B. Data sufficient copies of the Settlement Notice Packet to

forward to all such beneficial owners which the Nominee shall, within ten (10) business days of receipt of the Settlement Notice Packets from A.B. Data, mail to the beneficial owners; and

(d) Upon full and timely compliance with this Order, Nominees who mail the Settlement Notice Packets to beneficial owners may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing A.B. Data with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by Nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

7. **Participation in the Settlement** – Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than one hundred twenty (120) calendar days after the Notice Date. Notwithstanding the foregoing, Lead Counsel may, at their discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the Class. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim and the subject matter of the Settlement.

8. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional

and holding information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her or its current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

9. Any Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment, and the Releases provided for therein, whether favorable or unfavorable to the Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in paragraph 7 above.

10. **No Second Opportunity to Request Exclusion From the Class** – In light of the extensive notice program undertaken in connection with class certification and the ample opportunity provided to Class Members to request exclusion from the Class at that time, the Court is exercising its discretion in accordance with Second Circuit precedent (*see, e.g., Denney v. Deutsche Bank AG*, 443 F.3d 253, 271 (2d Cir. 2006) and *Wal-Mart Stores, Inc. v. Visa*

*U.S.A., Inc.*, 396 F.3d 96, 114-15 (2d Cir. 2005)) to preclude Class Members from having a second opportunity to exclude themselves from the Class in connection with the Settlement proceedings.

11. **Appearance and Objections at Settlement Hearing** – Any Class Member may enter an appearance in the Action, at his, her or its own expense, individually or through counsel of his, her or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to both Lead Counsel and Defendants’ Counsel, at the addresses set forth in paragraph 12 below, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Lead Counsel.

12. Any Class Member may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses and appear and show cause, if he, she or it has any cause, why the proposed Settlement, the proposed Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses should not be approved; *provided, however*, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of any aspect of the proposed Settlement, the proposed Plan of Allocation and/or the motion for attorneys’ fees and Litigation Expenses unless that person or entity has filed a written objection with the Court and served copies of such objection on Lead Counsel and Defendants’ Counsel at the addresses set forth below such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

**Lead Counsel**

Bernstein Litowitz Berger & Grossmann LLP  
John Rizio-Hamilton  
1251 Avenue of the Americas  
New York, NY 10020

Labaton Sucharow LLP  
James W. Johnson  
140 Broadway  
New York, NY 10005

**Defendants' Counsel**

Latham & Watkins LLP  
Andrew Clubok  
555 Eleventh Street, NW  
Suite 1000  
Washington, DC 20004-1304

Davis Polk & Wardwell LLP  
James P. Rouhandeh  
450 Lexington Avenue  
New York, NY 10017

13. Any objections, filings and other submissions by the objecting Class Member: (a) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (b) must contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; and (c) must include documents sufficient to prove membership in the Class, including the number of shares of Facebook Class A common stock that the objector purchased/acquired and/or sold during the Class Period, as well as the number of shares, dates, and prices for each such purchase, acquisition and sale. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

14. Any Class Member that does not make his, her or its objection in the manner provided herein shall be deemed to have waived his, her or its right to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses and shall be forever barred and foreclosed from

objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

15. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Lead Plaintiffs, and all other members of the Class, from commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees.

16. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in identifying Class Members and notifying them of the Settlement as well as in administering the Settlement shall be paid as set forth in the Stipulation without further order of the Court.

17. **Settlement Fund** – The contents of the Settlement Fund held by Citibank, N.A. (which the Court approves as the Escrow Agent), shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

18. **Taxes** – Lead Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.



19. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Lead Plaintiffs, the other Class Members, and Defendants, and the Parties shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on January 12, 2018, as provided in the Stipulation.

20. **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants’ Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants’ Releasees or in any way referred to for any other reason as against any of the Defendants’ Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall be offered against any of the Plaintiffs’ Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs’ Releasees that

any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; *provided, however*, that if the Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

21. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in support of the proposed Settlement, the Plan of Allocation, and Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses no later than thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

22. The Court retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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The Honorable Robert W. Sweet  
United States District Judge

#1151145

# **Exhibit A-1**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

IN RE FACEBOOK, INC. IPO SECURITIES  
AND DERIVATIVE LITIGATION

MDL No. 12-2389 (RWS)

This document relates to the  
Consolidated Securities Action:

No. 12-cv-4081	No. 12-cv-4763
No. 12-cv-4099	No. 12-cv-4777
No. 12-cv-4131	No. 12-cv-5511
No. 12-cv-4150	No. 12-cv-7542
No. 12-cv-4157	No. 12-cv-7543
No. 12-cv-4184	No. 12-cv-7544
No. 12-cv-4194	No. 12-cv-7545
No. 12-cv-4215	No. 12-cv-7546
No. 12-cv-4252	No. 12-cv-7547
No. 12-cv-4291	No. 12-cv-7548
No. 12-cv-4312	No. 12-cv-7550
No. 12-cv-4332	No. 12-cv-7551
No. 12-cv-4360	No. 12-cv-7552
No. 12-cv-4362	No. 12-cv-7586
No. 12-cv-4551	No. 12-cv-7587
No. 12-cv-4648	

**NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF ALLOCATION;  
(II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION FOR AN AWARD  
OF ATTORNEYS' FEES AND LITIGATION EXPENSES**

**TO: All persons and entities who purchased or otherwise acquired Class A common stock of Facebook, Inc. ("Facebook" or the "Company") in or traceable to Facebook's May 17, 2012 initial public offering ("IPO") during the period from May 17, 2012 through May 21, 2012, inclusive (the "Class Period"), and were damaged thereby (the "Class").**

***A Federal Court authorized this notice. This is not a solicitation from a lawyer.***

**Une traduction française de cet avis est disponible sur [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com).**

**NOTICE OF SETTLEMENT:** This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York ("Court"). Please be advised that Lead Plaintiffs Arkansas Teacher Retirement System and Fresno County Employees' Retirement Association ("Lead Plaintiffs"), on behalf of themselves and the Court-certified Class (as defined in

¶¶ 34-38 below), have reached a proposed settlement of the above-captioned securities class action lawsuit (“Action”) for a total of \$35,000,000 in cash that, if approved, will resolve all claims in the Action (the “Settlement”). The terms and provisions of the Settlement are contained in the Stipulation and Agreement of Settlement dated February 26, 2018 (the “Stipulation”).<sup>1</sup>

This notice is directed to you in the belief that you may be a member of the Class. If you do not meet the Class definition, or if you previously excluded yourself from the Class in connection with the Notice of Pendency of Class Action that was mailed to potential Class Members beginning in August 2016 (the “Class Notice”) and are listed on Appendix 1 to the Stipulation, this notice does not apply to you.

**PLEASE READ THIS NOTICE CAREFULLY. This notice explains important rights that you may have, including the possible receipt of cash from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.**

**If you have any questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, the Clerk’s office, Facebook, any other Defendants, or their counsel. All questions should be directed to Lead Counsel or the Claims Administrator (see ¶ 92 below).**

1. **Description of the Action and the Class:** This notice relates to a proposed Settlement of claims in a pending securities class action brought against Facebook; certain officers and directors of Facebook (the “Individual Defendants”);<sup>2</sup> and the underwriters of Facebook’s IPO (the “Underwriter Defendants”)<sup>3</sup> (collectively, the “Defendants”) by persons and entities who purchased Facebook Class A common stock (“Facebook Common Stock”) from May 17, 2012 through May 21, 2012. The Action alleges that the offering materials for Facebook’s May 12, 2012 IPO were false and misleading because Facebook did not disclose that, prior to the IPO, it had learned that a trend of increasing mobile usage had negatively impacted Facebook’s advertising business, and, as a result, it had cut its revenue estimates for the second quarter of 2012 and full year 2012. The Action alleges that Defendants are liable for these allegedly false and misleading statements under Sections 11, 12(a)(2) and 15 of the Securities Act of 1933 (the “Securities Act”). Defendants expressly deny any and all allegations of fault, liability, wrongdoing or damages whatsoever. A more detailed description of the Action is set forth in ¶¶ 11-33 below. If the Court approves the proposed Settlement, the Action will be dismissed and members of the Class (defined in ¶¶ 34-38 below) will settle and release all Released Plaintiffs’ Claims (defined in ¶ 46 below) against Defendants and the other Defendants’ Releasees (defined in ¶ 47 below).

**Please Note:** A different class action relating to Facebook’s May 17, 2012 IPO was brought against the NASDAQ stock market and certain related parties in 2012 and was settled in 2015. This notice concerns a separate Action

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<sup>1</sup> The Stipulation can be viewed at [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com). Any capitalized terms used in this Settlement Notice that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation.

<sup>2</sup> The “Individual Defendants” are Mark Zuckerberg, Sheryl K. Sandberg, David A. Ebersman, David M. Spillane, Marc L. Andreessen, Erskine B. Bowles, James W. Breyer, Donald E. Graham, Reed Hastings, and Peter A. Thiel.

<sup>3</sup> The “Underwriter Defendants” are Morgan Stanley & Co. LLC; J.P. Morgan Securities LLC; Goldman Sachs & Co. LLC (formerly Goldman, Sachs & Co.); Allen & Company LLC; Barclays Capital Inc.; Blaylock Robert Van LLC; BMO Capital Markets Corp.; C.L. King & Associates, Inc.; Cabrera Capital Markets, LLC; CastleOak Securities, L.P.; Citigroup Global Markets Inc.; Cowen and Company, LLC; Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; E\*TRADE Securities LLC; Itau BBA USA Securities, Inc.; Lazard Capital Markets LLC; Lebenthal & Co., LLC; Loop Capital Markets LLC; M.R. Beal & Company; Macquarie Capital (USA) Inc.; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Muriel Siebert & Co., Inc.; Oppenheimer & Co. Inc.; KeyBanc Capital Markets, Inc. (formerly Pacific Crest Securities LLC); Piper Jaffray & Co.; Raymond James & Associates, Inc.; RBC Capital Markets, LLC; Samuel A. Ramirez & Company, Inc.; Stifel, Nicolaus & Company, Incorporated; Wells Fargo Securities, LLC; The Williams Capital Group, L.P.; and William Blair & Company, L.L.C.

against different Defendants involving different claims and your ability to participate in this Settlement is not affected in any way by whether or not you were a member of the NASDAQ action class or whether you participated in the NASDAQ settlement.

2. **Statement of the Class's Recovery:** Subject to Court approval, Lead Plaintiffs, on behalf of themselves and the Class, have agreed to settle the Action in exchange for a settlement payment of \$35,000,000 in cash (the "Settlement Amount"). The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon (the "Settlement Fund") less (i) any Taxes, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses awarded by the Court, (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation that is approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation (the "Plan of Allocation") is set forth on pages \_\_-\_\_ below.

3. **Estimate of Average Amount of Recovery Per Share:** Based on Lead Plaintiffs' damages expert's estimates of the number of shares of Facebook Common Stock purchased during the Class Period that may have been affected by the conduct alleged in the Action and assuming that all Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs as described herein) is \$0.11 per eligible share. **Class Members should note, however, that the foregoing average recovery per share is only an estimate.** Some Class Members may recover more or less than this estimated amount depending on, among other factors, the dates and prices at which they purchased and sold their Facebook common stock, whether they are a retail investor or an institutional investor, and the total number and value of valid Claims submitted. Distributions to Class Members will be made based on the Plan of Allocation set forth herein (*see* pages \_\_-\_\_ below) or such other plan of allocation as may be ordered by the Court.

4. **Average Amount of Damages Per Share:** The Parties do not agree on the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their conduct.

5. **Attorneys' Fees and Expenses Sought:** Lead Counsel, which have been prosecuting the Action on a wholly contingent basis since its inception in 2012, have not received any payment of attorneys' fees for their representation of the Class and have advanced the funds to pay expenses necessarily incurred to prosecute this Action. Court-appointed Lead Counsel – Bernstein Litowitz Berger & Grossmann LLP and Labaton Sucharow LLP – will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 25% of the Settlement Fund. In addition, Lead Counsel will apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the claims against the Defendants, in an amount not to exceed \$5.6 million, which amount may include an application for the reasonable costs and expenses incurred by Class Representatives directly related to their representation of the Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. Estimates of the average cost per affected share of Facebook common stock, if the Court approves Lead Counsel's fee and expense application, is \$0.04 per share. **Please note that this amount is only an estimate.**

6. **Identification of Attorneys' Representatives and Further Information:** Lead Plaintiffs and the Class are represented by John Rizio-Hamilton, Esq. of Bernstein Litowitz Berger & Grossmann LLP, 1251 Avenue of the Americas, 44th Floor, New York, NY 10020, (800) 380-8496, blbg@blbglaw.com and James W. Johnson, Esq. of Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, (888) 219-6877, settlementquestions@labaton.com. Further information regarding the Action, the Settlement, and this notice may be obtained by contacting Lead Counsel, or the Court-appointed Claims Administrator at: *Facebook Securities*

*Litigation*, c/o A.B. Data, Ltd., P.O. Box 173007, Milwaukee, WI 83217, (866) 963-9974, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com).

7. **Reasons for the Settlement:** Lead Plaintiffs' principal reason for entering into the Settlement is the substantial certain cash benefit for the Class without the risk or the delays inherent in further litigation. Moreover, the substantial cash benefit provided under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after the resolution of pending motions for summary judgment, a trial of the Action and the likely appeals that would follow the trial. This process could last several additional years. Defendants, who deny all allegations of wrongdoing or liability whatsoever, are entering into the Settlement to eliminate the uncertainty, burden and expense of further protracted litigation.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN _____, 2018.</b>	This is the only way to be eligible to receive a payment from the Settlement Fund.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2018.</b>	If you do not like the proposed Settlement, the proposed Plan of Allocation, or the request for attorneys' fees and Litigation Expenses, you may write to the Court and explain why you do not like them. You cannot object to the Settlement, the Plan of Allocation, or the fee and expense request unless you are a Class Member.
<b>GO TO A HEARING ON _____, 2018 AT _____:____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2018.</b>	Filing a notice of intention to appear by _____, 2018, with your written objection, allows you to speak in Court, at the discretion of the Court, about your objection. You do not have to attend the hearing in order for the Court to consider your objection.
<b>DO NOTHING.</b>	If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the Settlement Fund. You will, however, remain a member of the Class, which means that you give up your right to sue about the claims that are resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

**The rights and options set forth above -- and the deadlines to exercise them -- are explained in this notice.**

**If you are a Class Member and wish to be eligible to receive a payment under the proposed Settlement or to object to the proposed Settlement, you must take the necessary actions as described in this notice, regardless of whether you are a plaintiff or member of a putative class in any proceeding in any other jurisdiction in the world. As a Class Member in this Action, you will be bound by any judgments or orders entered by the Court in the Action, including any releases.**

**WHAT THIS NOTICE CONTAINS**

Why Did I Get This Notice?	Page __
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What If I Purchased Facebook Shares On Someone Else’s Behalf?	Page __
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page __

**WHY DID I GET THIS NOTICE?**

8. The Court directed that this notice be mailed to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased or acquired Facebook Common Stock during the Class Period. The Court has directed Lead Plaintiffs to send you this notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how this Settlement will affect your legal rights. If the Court approves the Settlement, and the Plan of Allocation (or some other plan of allocation), the claims administrator selected by Lead Plaintiffs and approved by the Court will make payments pursuant to the Settlement after any objections and appeals are resolved. Please be patient, as this process can take some time to complete.

9. The purpose of this notice is to inform you of the terms of the proposed Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation, and the motion by Lead Counsel for an award of attorneys’ fees and Litigation Expenses (the “Settlement Hearing”). See ¶ 80 below for details about the Settlement Hearing, including the date and location of the hearing.

10. The issuance of this notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement.



**WHAT IS THIS CASE ABOUT?**

11. Facebook is a worldwide online social networking company. On May 17, 2012, Facebook conducted an initial public offering, selling more than 421 million shares of common stock at \$38 per share and raising \$16 billion from investors.

12. Beginning on May 22, 2012, numerous putative securities class actions were filed against Defendants in various state and federal courts. On October 4, 2012, the United States Judicial Panel on Multidistrict Litigation ordered the actions be transferred to the United States District Court for the Southern District of New York (“Court”).

13. On December 6, 2012, the Court entered an Order consolidating the putative class actions and appointing Arkansas Teacher Retirement System (“Arkansas Teacher”), Fresno County Employees’ Retirement Association (“Fresno”), the North Carolina Department of State Treasurer on behalf of the North Carolina Retirement Systems (“North Carolina DST”), and Banyan Capital Master Fund Ltd. (“Banyan”), as lead plaintiffs for the Action pursuant to the Private Securities Litigation Reform Act of 1995. In the same Order, the Court approved the selection of Bernstein Litowitz Berger & Grossmann LLP and Labaton Sucharow LLP as Lead Counsel for the proposed class.

14. On February 28, 2013, Arkansas Teacher, Fresno, North Carolina DST, and Banyan, as well as named plaintiffs Jose G. Galvan and Mary Jane Lule Galvan, filed the Consolidated Class Action Complaint (the “Complaint”) asserting claims under Sections 11, 12(a)(2), and 15 of the Securities Act. The Complaint alleges, among other things, that Facebook did not disclose, that prior to the May 17, 2012 IPO, Facebook learned that a trend of increasing mobile usage had negatively impacted Facebook’s advertising business, and that, as a result, the Company cut its revenue estimates for the second quarter of 2012 (the quarter in which Facebook was going public) and the full year. The Complaint further alleges that, rather than disclosing these facts, on May 9, 2012, Facebook filed an amended Registration Statement in which it represented that mobile usage “may” impact the Company’s revenues even though the trend had already had a negative impact on the Company’s revenues. The Complaint further alleges that the price of Facebook’s common stock declined following news reports published after the close of trading on May 18, 2012 and before the opening of trading on May 22, 2012.

15. On April 30, 2013, Defendants moved to dismiss the Complaint. The Court issued an Opinion and Order on December 12, 2013 denying Defendants’ motion to dismiss. On January 10, 2014, Defendants moved to amend and certify the Order denying their motion to dismiss for interlocutory appeal. The Court denied that motion on March 13, 2014.

16. On May 9, 2014, Defendants answered the Complaint.

17. On December 23, 2014, Arkansas Teacher, Fresno, North Carolina DST Jose G. Galvan, Mary Jane Lule Galvan, Eric Rand, Paul Melton, Lynn Melton, and Sharon Morley filed a motion for class certification. In connection with the class certification motion, the Parties conducted 16 depositions, including five depositions taken by Lead Counsel and 11 taken by Defendants’ Counsel. Plaintiffs submitted an expert report and Defendants submitted two expert reports on issues pertaining to class certification. Following briefing on the motion and oral argument held on October 7, 2015, the Court issued an Opinion dated December 11, 2015 that granted the class certification motion, appointed the Class Representatives and North Carolina DST as representatives of the Class, and appointed Bernstein Litowitz and Labaton Sucharow as Class Counsel.<sup>4</sup>

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<sup>4</sup> Although Banyan had previously been appointed as one of the lead plaintiffs, Banyan was not put forward as a class representative in the December 23, 2014 motion, and is no longer acting as co-lead plaintiff in the Action. In addition, on November 9, 2016, the parties stipulated that North Carolina DST voluntarily withdrew from this

18. On August 19, 2015, the Class Representatives filed an objection to the terms of the settlement of a separate class action brought against the NASDAQ stock market and certain related parties in order to ensure that the settlement of the NASDAQ action would not unfairly impact this Action. Specifically, Class Representatives sought to ensure that the judgment-reduction provision included in the NASDAQ settlement would reduce any judgment obtained in this Action only to the extent that the amount received in the NASDAQ settlement and any judgment ultimately obtained in this Action were for “common damages.” In its November 9, 2015 Opinion approving the NASDAQ settlement, the Court accepted Class Representatives’ argument and entered the judgment in that case with the “common damages” limitation. Defendants appealed that decision and, following full briefing and oral argument, on December 27, 2016, the Court of Appeals for the Second Circuit affirmed the Court’s decision.

19. On June 8, 2016, the Court entered an Order approving notice to be disseminated to potential members of the Class to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion.

20. Pursuant to the Court’s June 8, 2016 Order, Class Mailed Notice was mailed to potential Class Members beginning on August 4, 2016. A total of more than one million copies of the Class Mailed Notice were mailed to potential Class Members. In addition, a more detailed Notice of Pendency of Class Action was made available to potential Class Members on a website developed for the Action and a publication notice of the pendency of the class action was published and released over the *PR Newswire* in August 2016.

21. The Class Mailed Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth procedures for doing so. The Class Mailed Notice also informed Class Members that if they chose to remain a member of the Class, they would “be bound by all orders, whether favorable or unfavorable, that the Court enters in this case.” The deadline for mailing any requests for exclusion from the Class was October 3, 2016. 148 requests for exclusion from the Class were received in connection with the dissemination of the Class Notice, as set forth on Appendix 1 to the Stipulation.

22. On June 9, 2016, the Underwriter Defendants moved for clarification of the Court’s June 8, 2016 Order. After letter briefing and oral argument, the Court ordered on June 27, 2016 that the names and addresses of investors to be provided to the Administrator for purposes of mailing notice to them would not be subject to discovery without further order of the Court.

23. Plaintiffs and Defendants completed extensive fact and expert discovery in the Action. The Parties conducted 37 depositions (in addition to the 16 conducted in connection with class certification), which included Lead Counsel taking the depositions of 17 fact witness, six Defendants’ expert witnesses and one third-party witness and Defendants’ deposition of eight third-party witnesses and Plaintiffs’ five expert witnesses. The Parties also exchanged numerous requests for documents, which resulted in the production of more than 1.5 million pages of documents by Defendants and third parties. During both class and fact discovery, Plaintiffs submitted a total of 11 opening and rebuttal expert reports from five different experts and Defendants submitted 14 opening and rebuttal expert reports from seven different experts in total, all of whom were deposed.

24. The Parties also litigated several discovery motions, including an April 2016 motion by the Facebook Defendants to compel Plaintiffs to respond to contention interrogatories, which was denied by the Court in July

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Action as co-lead plaintiff and class representative and relinquished its right to opt out of this Action or bring a related action, while retaining its rights as an absent Class Member.

2016; and a February 2017 motion by Defendants for additional time to depose Plaintiffs' expert James Miller, which the Court granted in March 2017.

25. On April 13 and 14, 2017, Defendants filed four motions for summary judgment. Among other arguments, Defendants claimed that Facebook had accurately described their business and the trends affecting it, and had clearly outlined the risks associated with mobile advertising in the Registration Statement. Defendants also argued that Facebook's revenues were not materially negatively affected by mobile advertising, as their actual revenues in 2012 were in line with estimates they had shared with analysts. Plaintiffs filed their opposition to these motions on June 8, 2017; Defendants filed their replies in support of their motions on July 20, 2017; and the Court heard oral argument on the motions on August 9, 2017.

26. On April 27, 2017, Defendants filed seven *Daubert* motions seeking to exclude expert testimony proffered by Plaintiffs, and Plaintiffs filed an omnibus *Daubert* motion seeking to exclude expert testimony proffered by Defendants. Each side filed its opposition to the other side's *Daubert* motions on June 15, 2017, and its replies in support of its own *Daubert* motions on August 1, 2017. The Court heard oral argument on these motions on August 16 and 22, 2017.

27. On September 29, 2017, Plaintiffs moved to bifurcate the trial of this Action. Defendants filed their opposition to this motion on October 27, 2017; Plaintiffs filed their reply in support of the motion on November 10, 2017; the Court heard oral argument on the motion on November 16, 2017; and both Plaintiffs and Defendants submitted letters to the Court supplementing their arguments on December 22, 2017.

28. The motions for summary judgment, the *Daubert* motions, and the motion to bifurcate were pending before the Court when the parties reached their agreement in principle to settle the Action.

29. On October 4, 2017, Plaintiffs moved to unseal the Facebook Defendants' filings in support of and in opposition to Defendants' motions for summary judgment. The Parties then reached an agreement concerning the public filing of these papers with limited redactions, and Plaintiffs withdrew this motion on October 20, 2017.

30. On April 6, 2017, the Court scheduled a trial in this Action to start on October 23, 2017. On September 29, 2017, the Court rescheduled the trial to start on February 26, 2018. In accordance with this schedule, the Parties conducted extensive trial preparation from September through December 2017 before reaching an agreement in principle to settle the Action. This pre-trial preparation included (i) exchanging the Parties' trial exhibit lists, proposed stipulations of fact and law, and proposed requests for judicial notice; (ii) exchanging Plaintiffs' statement of subject-matter jurisdiction and Defendants' response; (iii) exchanging the Parties' lists of anticipated pretrial motions, objections and counter-designations to deposition designations, and consents and objections to witness lists; (iv) exchanging their identification of trial counsel, estimated length of trial, and lists of claims and defenses to be tried and previously asserted claims and defenses not to be tried; (v) exchanging counter-counter deposition designations for witnesses not expected to testify in person at trial, and objections to counter deposition designations disclosed for the first time on December 13, 2017; consent/objections to stipulated facts; consent/objections to agreed statements of law, and consent/objections to requests for judicial notice.

31. The Parties reached an agreement in principle to settle the Action that was memorialized in a term sheet (the "Term Sheet") executed on January 12, 2018.

32. On February 26, 2018, the Parties entered into the Stipulation, which sets forth the full terms and conditions of the Settlement. The Stipulation can be viewed at [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com).

33. On \_\_\_\_\_, 2018, the Court preliminarily approved the Settlement, authorized this notice to be disseminated to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?  
WHO IS INCLUDED IN THE CLASS?**

34. If you are a member of the Class who has not previously sought exclusion from the Class in connection with the Class Notice, you are subject to the Settlement. The Class certified by the Court in its Opinion dated December 11, 2015 consists of the following two “Subclasses”:

- (i) All institutional investors that purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s IPO between May 17 and 21, 2012, inclusive, and were damaged thereby (the “Institutional Investor Subclass”); and
- (ii) All retail investors who purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s IPO between May 17 and 21, 2012, inclusive, and were damaged thereby (the “Retail Investor Subclass”).

The Subclasses are collectively referred to as the “Class.”

35. You are a member of the **Institutional Investor Subclass** if (i) you were allocated Facebook Common Stock in the Company’s IPO and are listed on the underwriters’ final allocation list of institutional investors, (ii) you purchased Facebook Common Stock in the secondary market and are classified as an institutional investor under Financial Industry Regulatory Authority Rules 2210 and 4512,<sup>5</sup> or (iii) your institutional investment advisor purchased your Facebook Common Stock for you with full discretionary authority.

36. You are a member of the **Retail Investor Subclass** if you are not otherwise classified as an institutional investor and (i) you were allocated Facebook Common Stock in the Company’s IPO and are listed on the underwriters’ final allocation list of retail investors, or (ii) you purchased Facebook Common Stock in the secondary market and are classified as a retail investor under Financial Industry Regulatory Authority Rules 2210 and 4512.

37. You were not “damaged thereby” (and, therefore, not a member of the Class) if you sold all of the Facebook Common Stock that you purchased or otherwise acquired from May 17 through May 21, 2012, inclusive, either (1) at a profit or (2) before the stock market closed on May 18, 2012.

38. Excluded from the Class by definition are:

Defendants; present or former executive officers of Facebook and their immediate family members; and the following investors: American Century Investment Management Inc.; Blue Ridge Capital, LLC; Capital Research and Management Company; Chilton Investment Company, LLC; Clovis Capital Management, LP; Columbia Management Investment Advisors, LLC; Fidelity Management and Research Company; Jennison Associates LLC; Ian DelBalso; Kingdon Capital Management, LLC; Loews Corp; Maple Lane Capital, LLC; Schroder Investment Management North America Inc.; Soros Fund Management LLC; Surveyor Capital; T. Rowe Price Distribution Group; Teachers Insurance Annuity Association of America; Turner Investments LP; Weiss Multi-Strategy Advisers LLC; Wellington Management Company LLP; and any other investors whose

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<sup>5</sup> Under Financial Industry Regulatory Authority Rules 2210 and 4512, an “institutional investor” generally includes entities such as banks, savings and loan associations, insurance companies, registered investment companies, governmental entities or subdivisions thereof, and certain employee benefit plans; investment advisors registered with the SEC or a state securities commission; or any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million.

shares were purchased on their behalf by any of the excluded investors with full discretionary authority.

Also excluded from the Class are any persons that previously submitted a request for exclusion in connection with the Class Notice as set forth on Appendix 1 of the Stipulation.

**PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT.**

**IF YOU ARE A CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS BEING DISTRIBUTED WITH THIS NOTICE AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED NO LATER THAN \_\_\_\_\_, 2018.**

**WHAT ARE LEAD PLAINTIFFS' REASONS FOR THE SETTLEMENT?**

39. Lead Plaintiffs and Lead Counsel believe that the claims asserted against Defendants have merit. They recognize, however, the expense and length of continued proceedings necessary to pursue their claims against Defendants through trial and appeals, as well as the very substantial risks they would face in establishing liability at trial. For example, Defendants had contended and would continue to argue that the Offering Materials for Facebook's IPO did not contain any actionable false statements or omissions because (i) the Offering Materials repeatedly disclosed the possible risks of increasing mobile usage on Facebook's revenue; (ii) Facebook's statement that increased mobile usage "may" harm future revenue did not imply that the trend was not already affecting revenues; (iii) Plaintiffs could not prove that mobile usage had had any material impact on Facebook's revenues at the time the statements were made; and (iv) Facebook had no obligation to update its disclosures based on interim results unless they showed an extreme departure from the results for the last reported quarter. Defendants would also argue that any alleged misstatements or omissions, including Facebook's updated revenue estimates, were not material. Defendants also argued that many members of the Class, including thousands of institutional investors, had knowledge of Facebook's revised revenue estimates prior to the IPO. Finally, Defendants contended that the disclosure of alleged misstatements or omissions did not cause the drop in the price of Facebook common stock following the IPO, pointing to the fact that (i) many Class Members were already aware of the allegedly undisclosed information; (ii) the news articles that Plaintiffs alleged disclosed the misstatements only repeated previously published information; and (iii) that other factors, including significant problems with NASDAQ's systems following the IPO, were the actual cause of the price declines. Thus, there were very significant risks attendant to the continued prosecution of the Action through trial, obtaining a verdict at trial, and sustaining any verdict on appeal.

40. In light of these risks, the amount of the Settlement, and the certainty of recovery to the Class, Lead Plaintiffs and Lead Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Lead Plaintiffs and Lead Counsel believe that the Settlement provides a substantial benefit to the Class, namely \$35,000,000 in cash (less the various deductions described in this notice), as compared to the risk that the claims in the Action would produce a smaller, or zero, recovery after trial and appeals, possibly years in the future.

41. Defendants have denied all claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants.

**WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?**

42. If there were no Settlement and Lead Plaintiffs failed to establish any essential legal or factual element of their claims against Defendants, neither Lead Plaintiffs nor the other members of the Class would recover anything from Defendants. Also, if Defendants were successful in proving any of their defenses at trial or on appeal, the Class could recover less than the amount provided in the Settlement, or nothing at all.

**HOW ARE CLASS MEMBERS AFFECTED BY THE SETTLEMENT?**

43. As a Class Member, you are represented by Lead Plaintiffs and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page \_\_ below.

44. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, or Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses, and if you did not previously exclude yourself from the Class in connection with Class Notice (as listed on Appendix 1 to the Stipulation), you may present your objections by following the instructions in the section entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?,” on page \_\_ below.

45. If you are a Class Member you will be bound by any orders issued by the Court. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Class Representatives and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 46 below) against Defendants and the other Defendants’ Releasees (as defined in ¶ 47 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

46. “Released Plaintiffs’ Claims” means all claims, demands, losses, rights, and causes of action of any nature and description whatsoever, whether known claims or Unknown Claims, that have been or could have been asserted in this Action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Class Representatives, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether brought directly or indirectly against any of the Defendants’ Releasees, which (a) arise out of, are based upon, or relate in any way to any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in this Action, and (b) arise out of, are based upon, or relate to in any way the purchase, acquisition, holding, sale, or disposition of any Facebook securities during the Class Period. Released Plaintiffs’ Claims do not include (i) any claims of any person or entity that previously submitted a request for exclusion from the Class as set forth on Appendix 1 to the Stipulation and (ii) any claims relating to the enforcement of the Settlement.

47. “Defendants’ Releasees” means (i) Defendants, (ii) Defendants’ present and former parents, subsidiaries, affiliates, predecessors, successors, joint ventures, assigns, and any entities in which any Defendant has or had a controlling interest, (iii) any Immediate Family Members of any Individual Defendant, (iv) any trust of which any Defendant is the settlor or which is for the benefit of any Defendant and/or Immediate Family Member of

any Individual Defendant, and (v) each of the respective officers, directors, employees, partners, controlling shareholders, principals, trustees, attorneys, auditors, accountants, investment bankers, underwriters, consultants, agents, insurers, re-insurers, estates, related or affiliated entities, heirs, executors, administrators, predecessors, successors and assigns of the foregoing, in their capacities as such.

48. “Unknown Claims” means any claims, demands, losses, rights, and causes of action of any nature and description which any Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her or its favor at the time of the release of such claims, and any claims, demands, losses, rights, and causes of action of any nature and description which any Defendant does not know or suspect to exist in his, her or its favor at the time of the release of such claims, which, if known by him, her or it, might have affected his, her or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, 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, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §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.

Lead Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

49. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, will have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants’ Claim (as defined in ¶ 50 below) against Class Representatives and the other Plaintiffs’ Releasees (as defined in ¶ 51 below), and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants’ Claims against any of the Plaintiffs’ Releasees. This Release shall not apply to any person or entity who previously submitted a request for exclusion from the Class in connection with the Class Notice as set forth on Appendix 1 to the Stipulation.

50. “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims asserted in the Action against Defendants. Released Defendants’ Claims do not include (i) any claims against any person or entity that previously submitted a request for exclusion from the Class as set forth on Appendix 1 to the Stipulation and (ii) any claims relating to the enforcement of the Settlement.

51. “Plaintiffs’ Releasees” means Lead Plaintiffs, Class Representatives, all current and former lead plaintiffs, named plaintiffs or class representatives in the Action, their respective attorneys, and all other Class Members, and each of the heirs, executors, administrators, predecessors, successors and assigns of the foregoing, in their capacities as such.

**HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?**

52. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation **postmarked no later than \_\_\_\_\_, 2018**. A Claim Form is included with this notice, or you may obtain one from the

website maintained by the Claims Administrator for the Settlement, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com), or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at (866) 963-9974. Please retain all records of your ownership of and transactions in Facebook common stock, as they may be needed to document your Claim. If you previously requested exclusion from the Class in connection with Class Notice or do not submit a timely and valid Claim Form, you will not be eligible to share in the Net Settlement Fund.

**HOW MUCH WILL MY PAYMENT BE?**

53. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

54. Pursuant to the Settlement, Facebook will pay thirty-five million dollars (\$35,000,000) in cash, which will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less (i) all federal, state, and/or local taxes on any income earned by the Settlement Fund and the reasonable costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund (including reasonable expenses of tax attorneys and accountants), (ii) the Notice and Administration Costs, (iii) any attorneys’ fees and Litigation Expenses awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

55. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired.

56. Neither Defendants nor any other person or entity that paid any portion of the Settlement Amount on their behalf are entitled to get back any portion of the Settlement Fund once the Court’s order or judgment approving the Settlement becomes Final. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

57. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

58. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked on or before \_\_\_\_\_, 2018 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Settlement, including the terms of any Judgment entered and the releases given.

59. Participants in and beneficiaries of any Facebook employee retirement and/or benefit plan (“Facebook Employee Plan”) should NOT include any information relating to shares of Facebook common stock sold through a Facebook Employee Plan in any Claim Form they submit in this Action. They should include ONLY those shares of Facebook common stock purchased or acquired during the Class Period **outside** a Facebook Employee Plan. Claims based on any Facebook Employee Plan(s)’ purchases or acquisitions of eligible Facebook Common Stock during the Class Period may be made by the Facebook Employee Plan(s)’ trustees. To the extent any of the Defendants or any of the other persons or entities excluded from the Class are participants in a Facebook Employee Plan(s), such persons or entities shall not receive, either directly or indirectly, any portion of the recovery that may be obtained from the Settlement by such Facebook Employee Plan(s).

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



61. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim Form.

62. Only Class Members or persons authorized to submit a Claim on their behalf will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or that previously excluded themselves from the Class pursuant to request in connection with the Class Notice will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

### **PROPOSED PLAN OF ALLOCATION**

63. The objective of the Plan of Allocation is to equitably distribute the Settlement proceeds to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

64. Lead Counsel developed the Plan of Allocation in consultation with Lead Plaintiffs' damages experts. The formula for calculating Recognized Loss Amounts under the Plan of Allocation is generally based on the statutory formula for claims under Section 11 of the Securities Act. That formula calculates damages as the difference between (1) the purchase price (or the price at which the securities were initially offered if such price is lower than the purchase price), and (2) the sale price (or, if sold after the initial lawsuit was brought, the value at the time the suit was filed if such price is greater than the sale price). In addition, under the Plan of Allocation there is no recovery for shares sold before the close of trading on May 18, 2012, because the first public disclosure of information that was alleged to have revealed that statements in Facebook's IPO offering materials were false and misleading, causing the price to drop, did not occur until after the close of trading on May 18, 2012.

65. The only eligible security under the Plan of Allocation is Facebook Class A common stock ("Facebook Common Stock"). To be eligible, you must have purchased Facebook Common Stock from May 17, 2012 through and including the close of trading on May 21, 2012 (the "Class Period"), whether directly in Facebook's IPO or in the secondary market. Shares purchased directly in the IPO are considered to have been purchased on May 17, 2012, even if the order for those shares was placed before May 17, 2012.

### **CALCULATION OF RECOGNIZED LOSS AND RECOGNIZED GAIN AMOUNTS**

66. Based on the formula set forth below, a "Recognized Loss Amount" or "Recognized Gain Amount" shall be calculated for all purchases and acquisitions of Facebook Common Stock during the Class Period that are listed in the Claim Form and for which adequate documentation is provided. To the extent that a calculation of a Recognized Loss Amount in paragraph 67 results in zero or a negative number, that number shall be set to zero.

67. For each share of Facebook Common Stock purchased or otherwise acquired from May 17, 2012 through and including the close of trading on May 21, 2012, and:

- A. Sold at a loss<sup>6</sup> prior to the close of trading on May 18, 2012, the Recognized Loss Amount shall be zero.

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<sup>6</sup> "Sold at a loss" means the purchase/acquisition price is greater than the sale price.

- B. Sold at a loss from after the close of trading on May 18, 2012 through the close of trading on May 22, 2012, a Recognized Loss Amount shall be calculated, which shall be the purchase or acquisition price, not to exceed \$38.00, *minus* the sale price.
- C. Still held as of the close of trading on May 22, 2012, but sold prior to the close of trading on February 23, 2018 at a loss, a Recognized Loss Amount shall be calculated which shall be the purchase or acquisition price, not to exceed \$38.00, *minus the greater of*: (i) the sale price or (ii) \$31.00, the closing price of Facebook Common Stock on May 22, 2012.
- D. Sold for a gain<sup>7</sup> at any time prior to the close of trading on February 23, 2018, a Recognized Gain Amount shall be calculated which shall be the sale price *minus* the purchase/acquisition price.
- E. Still held as of the close of trading on February 23, 2018, a Recognized Gain Amount shall be calculated which shall be \$183.29, the closing price of Facebook Common Stock on February 23, 2018, *minus* the purchase/acquisition price.

### ADDITIONAL PROVISIONS

68. If a Class Member has more than one purchase/acquisition or sale of Facebook Common Stock, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis, such that sales will be matched against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

69. A Claimant’s “Net Recognized Loss Amount” under the Plan of Allocation shall be (i) the sum of his, her, or its Recognized Loss Amounts for all purchase or acquisitions of Facebook Common Stock during the Class Period *less* (ii) the sum of his, her, or its Recognized Gain Amounts for all purchases or acquisitions of Facebook Common Stock during the Class Period. If this amount is zero or negative, the Claimant’s Net Recognized Loss Amount shall be zero and he or she shall not be eligible for any recovery in the Settlement.

70. For Claimants that are members of the **Retail Investor Subclass** (as defined above in ¶ 36), their “Recognized Claim” shall be equal to their Net Recognized Loss Amount.

71. For Claimants that are members of the **Institutional Investor Subclass** (as defined above in ¶ 35), their “Recognized Claim” shall be equal to 25% of their Net Recognized Loss Amount. The Recognized Claims of institutional investors are discounted to reflect the substantial additional difficulties that institutional investors would have in establishing that they were unaware that Facebook had reduced its revenue estimates prior to the IPO.

72. The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims, as follows:

- A. If an Authorized Claimant’s Recognized Claim is less than \$10.00, no distribution will be made to that Authorized Claimant.
- B. A “Distribution Amount” will be calculated for all other Authorized Claimants, which shall be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

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<sup>7</sup> “Sold for a gain” means the purchase/acquisition price is less than or equal to the sale price.

- C. If an Authorized Claimant's Distribution Amount calculated under subparagraph B calculates to less than \$100.00, the Distribution Amount for that Authorized Claimant shall be set at the lesser of (i) the Authorized Claimant's full Recognized Claim, or (ii) \$100.00. Authorized Claimants who receive a Distribution Amount equal to their full Recognized Claim will not be eligible for payment in any subsequent distributions (as described in ¶ 75 below).
- D. After the adjustments to Distribution Amounts required by subparagraph C are made, the Distribution Amounts for all Authorized Claimants not included in subparagraphs A or C will be recalculated under subparagraph B based on the remaining amount available in Net Settlement Fund after deducting the Distribution Amounts established in subparagraph C.

73. Purchases and sales of Facebook Common Stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance or operation of law of Facebook Common Stock during the Class Period shall not be deemed a purchase or sale of Facebook Common Stock for the calculation of an Authorized Claimant's Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase or acquisition of any Facebook Common Stock unless (i) the donor or decedent purchased the shares during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

74. Option contracts are not securities eligible to participate in the Settlement. With respect to Facebook Common Stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

75. After the initial distribution of the Net Settlement Fund, the Claims Administrator shall make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund at least six (6) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator shall conduct a subsequent distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who did not receive their full Recognized Claim in the initial distribution, have cashed their initial distributions, and who would receive at least \$10.00 from that subsequent distribution. Additional distributions to Authorized Claimants who have cashed their prior checks and who would receive at least \$10.00 on such additional distributions may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such distributions, would be cost-effective. At such time as it is determined that further distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

76. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiffs, Plaintiffs' Counsel, Plaintiffs' damages expert, Defendants, Defendants' Counsel, or any of the other Releasees, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further Orders of the Court. Plaintiffs, Defendants and their respective counsel, and all other Defendants' Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

77. The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiffs to the Court for its approval after consultation with their damages expert. The Court may approve this plan as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the settlement website, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com).

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?  
HOW WILL THE LAWYERS BE PAID?**

78. Plaintiffs' Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Class, nor have Plaintiffs' Counsel been paid their litigation expenses. Before final approval of the Settlement, Lead Counsel will apply to the Court for an award of attorneys' fees for all Plaintiffs' Counsel in an amount not to exceed 25% of the Settlement Fund. At the same time, Lead Counsel also intend to apply for payment of Litigation Expenses in an amount not to exceed \$5.6 million, which may include an application for the reasonable costs and expenses incurred by Class Representatives directly related to their representation of the Class. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. 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.

**WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE  
SETTLEMENT? DO I HAVE TO COME TO THE HEARING?  
MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

79. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement and/or object without attending the Settlement Hearing.**

80. The Settlement Hearing will be held on \_\_\_\_\_, 2018 at \_\_: \_\_.m., before the Honorable Robert W. Sweet, in the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312, Courtroom 18C. The Court reserves the right to approve the Settlement, the Plan of Allocation, Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to the members of the Class.

81. Any Class Member may object to the Settlement, the proposed Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below **on or before** \_\_\_\_\_, **2018**. You must also serve the papers on Lead Counsel and Defendants' Counsel at the addresses set forth below so that the papers are *received on or before* \_\_\_\_\_, **2018**.

**Clerk’s Office**

**Lead Counsel**

**Defendants’ Counsel**

United States District Court  
Southern District of New York  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl St.  
New York, NY 10007-1312

**Bernstein Litowitz Berger  
& Grossmann LLP**  
John Rizio-Hamilton, Esq.  
1251 Avenue of the Americas,  
44th Floor  
New York, NY 10020

**Latham & Watkins LLP**  
Andrew Clubok, Esq.  
555 Eleventh Street, NW  
Suite 1000  
Washington, DC 20004-1304

**Labaton Sucharow LLP**  
James W. Johnson, Esq.  
140 Broadway  
New York, NY 10005

**Davis Polk & Wardwell LLP**  
James P. Rouhandeh, Esq.  
450 Lexington Avenue  
New York, NY 10017

82. Any objections (i) must state the name, address, and telephone number of the person or entity objecting and must be signed by the objector; (ii) must contain a statement of the Class Member’s objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court’s attention; and (iii) must include documents sufficient to prove membership in the Class, including documents showing the number of shares of Facebook Common Stock that the objector purchased and/or sold during the Class Period (*i.e.*, May 17, 2012 through May 21, 2012, inclusive), as well as the number of shares, dates, and prices for each such purchase and sale. You may not object to the Settlement, the Plan of Allocation, or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses if you excluded yourself from the Class in connection with the Class Notice and are listed on Appendix 1 to the Stipulation.

83. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

84. If you wish to be heard orally at the hearing, you must file a notice of appearance with the Clerk’s Office and serve it on Lead Counsel and Defendants’ Counsel at the addresses set forth above so that it is ***received on or before*** \_\_\_\_\_, 2018. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

85. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Lead Counsel and Defendants’ Counsel at the addresses set forth above so that the notice is ***received on or before*** \_\_\_\_\_, 2018.

86. The Settlement Hearing may be adjourned by the Court without further written notice to the Class. If you plan to attend the Settlement Hearing, you should confirm the date and time with Lead Counsel.

**87. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.**

**WHAT IF I PURCHASED FACEBOOK SHARES ON SOMEONE ELSE'S BEHALF?**

88. **If you previously provided the names and addresses of persons and entities on whose behalf you purchased or acquired Facebook Class A common stock during the period from May 17, 2012 through May 21, 2012, inclusive, in connection with the Class Notice, and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, you need do nothing further at this time.** The Claims Administrator will mail a copy of this Settlement Notice and the Claim Form (together, the "Settlement Notice Packet") to the beneficial owners whose names and addresses were previously provided in connection with the Class Notice. If you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Settlement Notice Packets to you to send to the beneficial owners.

89. **If you have additional name and address information, need additional Settlement Notice Packets from the Claims Administrator, or have not already provided information regarding persons and entities on whose behalf you purchased or acquired Facebook Class A common stock during the period from May 17, 2012 through May 21, 2012, inclusive, in connection with the Class Notice, then, the Court has ordered that you must, WITHIN TEN (10) BUSINESS DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) send the Settlement Notice Packet to all beneficial owners of such Facebook common stock, or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *Facebook Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173007, Milwaukee, WI 83217, (866) 963-9974, in which event the Claims Administrator shall promptly mail the Settlement Notice Packet to such beneficial owners. As stated above, if you have already provided this information in connection with the Class Notice, unless that information has changed (e.g., the beneficial owner has changed address), it is unnecessary to provide such information again.**

90. Upon full and timely compliance with these directions, nominees who mail the Settlement Notice Packet to beneficial owners may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

91. Copies of this Settlement Notice and the Claim Form may also be obtained from the website maintained by the Claims Administrator, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com), by calling the Claims Administrator toll-free at (866) 963-9974, or by emailing the Claims Administrator at [info@FacebookSecuritiesLitigation.com](mailto:info@FacebookSecuritiesLitigation.com).

**CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

92. This notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in this Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Clerk, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312. Additionally, copies of the Stipulation, any related orders entered by the Court, and other relevant filings will be posted on the website maintained by the Claims Administrator, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com) and on Lead Counsel's websites.

All inquiries concerning this Settlement Notice and the Claim Form should be directed to:

***Facebook Securities Litigation***  
c/o A.B. Data, Ltd.  
P.O. Box 173007  
Milwaukee, WI 83217  
(866) 963-9974  
[www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com)

**Bernstein Litowitz Berger &  
Grossmann LLP**

John Rizio-Hamilton, Esq.  
1251 Avenue of the Americas  
New York, NY 10020  
(800) 380-8496  
[blbg@blbglaw.com](mailto:blbg@blbglaw.com)  
[www.blbglaw.com](http://www.blbglaw.com)

**Labaton Sucharow LLP**

James W. Johnson  
140 Broadway  
New York, NY 10005  
(888) 219-6877  
[settlementquestions@labaton.com](mailto:settlementquestions@labaton.com)  
[www.labaton.com](http://www.labaton.com)

**DO NOT CALL OR WRITE THE COURT, THE OFFICE OF THE CLERK OF THE COURT, FACEBOOK, THE OTHER DEFENDANTS OR THEIR COUNSEL REGARDING THIS NOTICE.**

Dated: \_\_\_\_\_, 2018

By Order of the Court  
United States District Court  
Southern District of New York

# **Exhibit A-2**



*Facebook Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173007  
Milwaukee, WI 83217

Toll-Free Number: (866) 963-9974  
Email: [info@FacebookSecuritiesLitigation.com](mailto:info@FacebookSecuritiesLitigation.com)  
Website: [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com)

**PROOF OF CLAIM AND RELEASE FORM**

To be eligible to receive a share of the Net Settlement Fund in connection with the Settlement of this Action, you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by first-class mail to the above address, *postmarked no later than* \_\_\_\_\_, 2018.

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to receive any money in connection with the Settlement.

**Do not mail or deliver your Claim Form to the Court, the parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.**

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<b>PART I – IMPORTANT QUESTIONS</b>	—
<b>PART II – CLAIMANT INFORMATION</b>	—
<b>PART III – GENERAL INSTRUCTIONS</b>	—
<b>PART IV – SCHEDULE OF TRANSACTIONS IN FACEBOOK COMMON STOCK</b>	—
<b>PART V – RELEASE OF CLAIMS AND SIGNATURE</b>	—

**PART I – IMPORTANT QUESTIONS**

You **must** answer these questions in order for your Claim to be potentially eligible for a recovery:

1. Did the Claimant (on whose behalf this Claim Form is submitted) purchase shares of Facebook Class A common stock (“Facebook Common Stock”) during the period from May 17, 2012 through May 21, 2012 (the “Class Period”) through an investment advisor or other person who acted with full discretionary authority in making those purchases?

**Note:** Acting with “full discretionary authority” means that the investment advisor was authorized to purchase shares on behalf of the Claimant without needing any confirmation or direction from the Claimant.

Yes  No

2. If you answered “Yes” to question 1 above, please identify the name of the investment adviser company or other person who acted with full discretionary authority in making the purchases of Facebook Common Stock for the Claimant during the Class Period. Please list the name of the company, not the name of the individual adviser, if he or she was employed by a company:

3. Was the Claimant an “institutional investor” as the term is defined under Financial Industry Regulatory Authority Rules 2210 and 4512 during the period from May 17, 2012 through May 21, 2012?

**Note:** Under these rules, an “institutional investor” generally includes entities such as banks, savings and loan associations, insurance companies, registered investment companies, governmental entities or subdivisions thereof, and certain employee benefit plans; investment advisors registered with the SEC or a state securities commission; or any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million.

Yes  No

Claimants must sign on page \_\_\_ of this Claim Form and attest to the accuracy of these answers under penalty of perjury.



### PART III – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys’ Fees and Litigation Expenses (the “Settlement Notice”) that accompanies this Claim Form, including the Plan of Allocation of the Net Settlement Fund set forth in the Settlement Notice. The Settlement Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Settlement Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Settlement Notice, including the terms of the releases described therein and provided for herein.

2. By submitting this Claim Form, you will be making a request to share in the proceeds of the Settlement described in the Settlement Notice. **IF YOU ARE NOT A CLASS MEMBER** (see the definition of the Class on page \_\_\_ of the Settlement Notice, which sets forth who is included in and who is excluded from the Class), **OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, SUBMITTED A REQUEST FOR EXCLUSION FROM THE CLASS IN CONNECTION WITH THE PREVIOUSLY DISSEMINATED CLASS NOTICE AND ARE LISTED ON APPENDIX 1 TO THE STIPULATION, DO NOT SUBMIT A CLAIM FORM. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER.** **THUS, IF YOU ARE EXCLUDED FROM THE CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

3. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Settlement Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

4. Use the Schedule of Transactions in Part IV of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of, Facebook Common Stock. On this schedule, provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Facebook Common Stock, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time period may result in the rejection of your claim.**

5. **Please note:** Only Facebook Common Stock purchased during the Class Period (*i.e.*, from May 17, 2012 through May 21, 2012, inclusive) is eligible under the Settlement. However, sales of Facebook Common Stock during the period from May 22, 2012 through February 23, 2018, inclusive, may be used for purposes of calculating your claim under the Plan of Allocation. Therefore, in order for the Claims Administrator to be able to balance your claim, the number of shares purchased or acquired during this period must also be provided.

6. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of Facebook Common Stock set forth in the Schedule of Transactions in Part IV of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from your broker containing the transactional and holding information

found in a broker confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in Facebook Common Stock. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

7. Use Part II of this Claim Form entitled "CLAIMANT INFORMATION" to identify the beneficial owner(s) of Facebook Common Stock. The complete name(s) of the beneficial owner(s) must be entered. If you held the eligible Facebook Common Stock in your own name, you are the beneficial owner as well as the record owner. If, however, your shares of eligible Facebook Common Stock were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form to be eligible to participate in the Settlement. If there are joint beneficial owners each must sign this Claim Form and their names must appear as "Claimants" in Part II of this Claim Form.

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

9. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or taxpayer identification number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Facebook Common Stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

10. By submitting a signed Claim Form, you will be swearing that you:

- (a) own or owned the Facebook Common Stock you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Settlement Notice, you may contact the Claims Administrator, A.B. Data, Ltd., at the above address, by email at [info@FacebookSecuritiesLitigation.com](mailto:info@FacebookSecuritiesLitigation.com), or by toll-free phone at 866-963-9974, or you can visit the website, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com), where copies of the Claim Form and Settlement Notice are available for downloading.

14. NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file layout, you may visit the settlement website at [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com) or you may email the Claims Administrator's electronic filing department at [info@FacebookSecuritiesLitigation.com](mailto:info@FacebookSecuritiesLitigation.com). **Any file not in accordance with the required electronic filing format will be subject to rejection.** Only one claim should be submitted for each separate legal entity (*see* ¶ 8 above) and the *complete* name of the beneficial owner of the securities must be entered where called for (*see* ¶ 7 above). No electronic files will be considered to have been submitted unless the Claims Administrator issues an email to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at [info@FacebookSecuritiesLitigation.com](mailto:info@FacebookSecuritiesLitigation.com) to inquire about your file and confirm it was received.**

**IMPORTANT: PLEASE NOTE**

**YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL, WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 866-963-9974.**

**PART IV – SCHEDULE OF TRANSACTIONS IN FACEBOOK CLASS A COMMON STOCK**

Please be sure to include proper documentation with your Claim Form as described in detail in Part III – General Instructions, ¶ 6, above. Do not include information regarding securities other than Facebook Common Stock.

<b>1. PURCHASES/ACQUISITIONS FROM MAY 17, 2012 THROUGH MAY 21, 2012</b> – Separately list each and every purchase or acquisition (including free receipts) of Facebook Common Stock from May 17, 2012 through the close of trading on May 21, 2012. Include all shares purchased in Facebook’s Initial Public Offering. Shares purchased directly in the IPO should be listed as purchased on May 17, 2012. (Must be documented.)				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/Acquired	Purchase/Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding any taxes, commissions, and fees)	Confirm Proof of Purchase Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
<b>2. NUMBER OF SHARES PURCHASED FROM MAY 22, 2012 THROUGH FEBRUARY 23, 2018</b> – Provide the number of shares of Facebook Common Stock purchased or acquired from May 22, 2012 through and including February 23, 2018. <sup>1</sup> _____				<b>IF NONE, CHECK HERE</b> <input type="radio"/>
<b>3. SALES FROM MAY 18, 2012 THROUGH FEBRUARY 23, 2018</b> – Separately list each and every sale or disposition (including free deliveries) of Facebook Common Stock from after the opening of trading on May 18, 2012 through the close of trading on February 23, 2018. (Must be documented.)				<b>IF NONE, CHECK HERE</b> <input type="radio"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting any taxes, commissions, and fees)	Confirm Proof of Sale Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>

<sup>1</sup> **Please note:** Information requested with respect to the number of shares you purchased or acquired of Facebook Common Stock from May 22, 2012 through and including February 23, 2018 is needed in order to balance your claim; purchases during this period, however, are not eligible under the Settlement and will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation.

<p><b>4. HOLDINGS AS OF FEBRUARY 23, 2018</b> – State the total number of shares of Facebook Common Stock held as of the close of trading on February 23, 2018. (Must be documented.) If none, write “zero” or “0.” _____</p>	<p>Confirm Proof of Position Enclosed</p> <p style="text-align: center;">○</p>
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**IF YOU REQUIRE ADDITIONAL SPACE FOR THE SCHEDULE ABOVE, ATTACH EXTRA SCHEDULES IN THE SAME FORMAT. PRINT THE BENEFICIAL OWNER’S FULL NAME AND LAST FOUR DIGITS OF SOCIAL SECURITY/TAXPAYER IDENTIFICATION NUMBER ON EACH ADDITIONAL PAGE. IF YOU DO ATTACH EXTRA SCHEDULES, CHECK THIS BOX.**

**PART V - RELEASE OF CLAIMS AND SIGNATURE**

**YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE \_\_\_ OF THIS CLAIM FORM.**

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and our respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim against Defendants and the other Defendants’ Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the Defendants’ Releasees.

**CERTIFICATION**

By signing and submitting this Claim Form, the claimant(s) or the person(s) who represent(s) the claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Settlement Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the claimant(s) is a (are) Class Member(s), as defined in the Settlement Notice, and is (are) not excluded by definition from the Class as set forth in the Settlement Notice;
3. that the claimant(s) did *not* submit a request for exclusion from the Class in connection with the previously disseminated Class Notice;
4. that I (we) own(ed) the Facebook Common Stock identified in the Claim Form and have not assigned the claim against any of the Defendants or any of the other Defendants’ Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the claimant(s) has (have) not submitted any other claim covering the same purchases of Facebook Common Stock and knows (know) of no other person having done so on the claimant’s (claimants’) behalf;
6. that the claimant(s) submit(s) to the jurisdiction of the Court with respect to claimant’s



(claimants') claim and for purposes of enforcing the releases set forth herein;

7. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator, or the Court may require;

8. that the claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the determination by the Court of the validity or amount of this Claim, and waives any right of appeal or review with respect to such determination;

9. that I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (i) the claimant(s) is (are) exempt from backup withholding or (ii) the claimant(s) has (have) not been notified by the IRS that he, she, or it is subject to backup withholding as a result of a failure to report all interest or dividends or (iii) the IRS has notified the claimant(s) that he, she, or it is no longer subject to backup withholding. **If the IRS has notified the claimant(s) that he, she, it, or they is (are) subject to backup withholding, please strike out the language in the preceding sentence indicating that the claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

---

Signature of claimant Date

---

Print claimant name here

---

Signature of joint claimant, if any Date

---

Print joint claimant name here

***If the claimant is other than an individual, or is not the person completing this form, the following also must be provided:***

---

Signature of person signing on behalf of claimant

Date

---

Print name of person signing on behalf of claimant here

---

Capacity of person signing on behalf of claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of claimant – see ¶ 9 on page \_\_ of this Claim Form.)

**REMINDER CHECKLIST**

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint claimants, then both must sign.
2. Attach only *copies* of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll free at 866-963-9974.**
6. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, contact the Claims Administrator at the address below, by email at [info@FacebookSecuritiesLitigation.com](mailto:info@FacebookSecuritiesLitigation.com), or by toll-free phone at 866-963-9974, or you may visit [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com). DO NOT call Facebook, the other Defendants, or their counsel with questions regarding your claim.

**THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN \_\_\_\_\_, 2018, ADDRESSED AS FOLLOWS:**

*Facebook Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173007  
Milwaukee, WI 83217

866-963-9974  
[www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com)

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before \_\_\_\_\_, 2018 is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

# **Exhibit A-3**

Exhibit A-3

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE FACEBOOK, INC. IPO SECURITIES  
AND DERIVATIVE LITIGATION

MDL No. 12-2389 (RWS)

This document relates to the  
Consolidated Securities Action.

**SUMMARY NOTICE OF (I) PROPOSED SETTLEMENT AND PLAN OF  
ALLOCATION; (II) SETTLEMENT FAIRNESS HEARING; AND (III) MOTION  
FOR AN AWARD OF ATTORNEYS' FEES AND LITIGATION EXPENSES**

To: All persons who purchased or otherwise acquired Class A common stock of Facebook, Inc. ("Facebook") in or traceable to Facebook's May 17, 2012 initial public offering during the period from May 17 through May 21, 2012, inclusive (the "Class Period"), and were damaged thereby (the "Class").<sup>1</sup>

**PLEASE READ THIS NOTICE CAREFULLY; YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York, that Lead Plaintiffs Arkansas Teacher Retirement System and Fresno County Employees' Retirement Association, on behalf of themselves and the Court-certified Class, in the above-captioned securities class action (the "Action") have reached a proposed settlement with all defendants in the Action, including Facebook, certain of Facebook's officers and directors, and the underwriters of Facebook's May 2012 initial public offering, for \$35,000,000.00 that, if approved, will resolve all claims in the Action.

A hearing will be held on \_\_\_\_\_, 2018 at \_\_\_\_\_.m before the Honorable Robert W. Sweet, in the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312, Courtroom 18C, to determine: (i) whether the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) whether the Action should be dismissed with prejudice against Defendants, and the releases specified and described in the Stipulation and Agreement of Settlement dated February 26, 2018 should be granted; (iii) whether the proposed Plan of Allocation should be approved as fair and reasonable; and (iv) whether Lead Counsel's application for an award of attorneys' fees and expenses should be approved.

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<sup>1</sup> Certain persons and entities are excluded from the Class by definition and others are excluded pursuant to their previous requests for exclusion. The full definition of the Class including a complete description of who is excluded from the Class and the full list of Defendants are set forth in the full Settlement Notice referred to below.

**If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund.** If you have not yet received the full printed Notice of (I) Proposed Settlement and Plan of Allocation; (II) Settlement Fairness Hearing; and (III) Motion for an Award of Attorneys' Fees and Litigation Expenses (the "Settlement Notice") and the Claim Form, you may obtain copies of these documents by contacting the Claims Administrator at *Facebook Securities Litigation*, c/o AB Data, Ltd., P.O. Box 173007, Milwaukee, WI 83217, (866) 963-9974. Copies of the Settlement Notice and Claim Form can also be downloaded from the website for the Action, [www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com), or from Lead Counsel's respective websites.

If you are a Class Member, in order to be eligible to receive a payment under the proposed Settlement, you must submit a Claim Form *postmarked* no later than \_\_\_\_\_, 2018. If you are a Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Lead Counsel's application for attorneys' fees and expenses, must be filed with the Court and delivered to Lead Counsel and Defendants' Counsel such that they are *received* no later than \_\_\_\_\_, 2018, in accordance with the instructions set forth in the Settlement Notice.

**Please do not contact the Court, the Clerk's office, Facebook, the other Defendants, or their counsel regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to Lead Counsel or the Claims Administrator.**

Inquiries, other than requests for the Settlement Notice and Claim Form, may be made to Lead Counsel:

**Bernstein Litowitz Berger &  
Grossmann LLP**  
John Rizio-Hamilton  
1251 Avenue of the Americas  
New York, NY 10020  
(800) 380-8496  
[blbg@blbglaw.com](mailto:blbg@blbglaw.com)

**Labaton Sucharow LLP**  
James W. Johnson  
140 Broadway  
New York, NY 10005  
(888) 219-6877  
[settlementquestions@labaton.com](mailto:settlementquestions@labaton.com)

Requests for the Settlement Notice and Claim Form should be made to:

*Facebook Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173007  
Milwaukee, WI 83217  
(866) 963-9974  
[www.FacebookSecuritiesLitigation.com](http://www.FacebookSecuritiesLitigation.com)

By Order of the Court

# **Exhibit B**

**Exhibit B**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE FACEBOOK, INC. IPO SECURITIES  
AND DERIVATIVE LITIGATION

MDL No. 12-2389 (RWS)

This document relates to the  
Consolidated Securities Action:

No. 12-cv-4081	No. 12-cv-4763
No. 12-cv-4099	No. 12-cv-4777
No. 12-cv-4131	No. 12-cv-5511
No. 12-cv-4150	No. 12-cv-7542
No. 12-cv-4157	No. 12-cv-7543
No. 12-cv-4184	No. 12-cv-7544
No. 12-cv-4194	No. 12-cv-7545
No. 12-cv-4215	No. 12-cv-7546
No. 12-cv-4252	No. 12-cv-7547
No. 12-cv-4291	No. 12-cv-7548
No. 12-cv-4312	No. 12-cv-7550
No. 12-cv-4332	No. 12-cv-7551
No. 12-cv-4360	No. 12-cv-7552
No. 12-cv-4362	No. 12-cv-7586
No. 12-cv-4551	No. 12-cv-7587
No. 12-cv-4648	

**JUDGMENT APPROVING CLASS ACTION SETTLEMENT**

WHEREAS, a consolidated securities class action is pending in this Court in the matter styled *In re Facebook, Inc. IPO Securities & Derivative Litigation*, MDL No. 12-2389 (S.D.N.Y.) (the “Action”);

WHEREAS, in an Opinion dated December 11, 2015, this Court certified the Action to proceed as a class action on behalf of (a) all institutional investors that purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s May 17, 2012 initial public offering (“IPO”) during the period May 17, 2012 through May 21, 2012, inclusive (the



“Class Period”), and were damaged thereby (the “Institutional Investor Subclass”); and (b) all retail investors who purchased or otherwise acquired Facebook Class A common stock in or traceable to the Company’s IPO during the Class Period, and were damaged thereby (the “Retail Investor Subclass” and, together with the Institutional Investor Subclass, the “Class”)<sup>1</sup>;

WHEREAS, pursuant to this Court’s Order dated June 8, 2016, notice was disseminated to potential members of the Class to notify them of, among other things: (i) the Action pending against Defendants; (ii) the Court’s certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion;

WHEREAS, (a) Lead Plaintiffs Arkansas Teacher Retirement System and Fresno County Employees’ Retirement Association (collectively, “Lead Plaintiffs”), on behalf of themselves and the other members of the Class, and (b) defendants Facebook, Inc. (“Facebook” or the “Company”); Mark Zuckerberg, Sheryl K. Sandberg, David A. Ebersman, David M. Spillane, Marc L. Andreessen, Erskine B. Bowles, James W. Breyer, Donald E. Graham, Reed Hastings, and Peter A. Thiel (collectively, the “Individual Defendants”); and Morgan Stanley & Co. LLC;

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<sup>1</sup> The following investors have been previously excluded from the Class by the Court pursuant to its December 11, 2015 Opinion: American Century Investment Management Inc.; Blue Ridge Capital, LLC; Capital Research and Management Company; Chilton Investment Company, LLC; Clovis Capital Management, LP; Columbia Management Investment Advisors, LLC; Fidelity Management and Research Company; Jennison Associates LLC; Ian DelBalso; Kingdon Capital Management, LLC; Loews Corp; Maple Lane Capital, LLC; Schroder Investment Management North America Inc.; Soros Fund Management LLC; Surveyor Capital; T. Rowe Price Distribution Group; Teachers Insurance Annuity Association of America; Turner Investments LP; Weiss Multi-Strategy Advisers LLC; and Wellington Management Company LLP; and any other investors whose shares were purchased on their behalf by any of the excluded investors with full discretionary authority. Also excluded from the Class by definition are (i) Defendants; (ii) present or former executive officers of Facebook and their Immediate Family Members; and (iii) any person or entity that submitted a request for exclusion from the Class as set forth in Appendix 1 to the Stipulation.

J.P. Morgan Securities LLC; Goldman Sachs & Co. LLC (formerly Goldman, Sachs & Co.); Allen & Company LLC; Barclays Capital Inc.; Blaylock Robert Van LLC; BMO Capital Markets Corp.; C.L. King & Associates, Inc.; Cabrera Capital Markets, LLC; CastleOak Securities, L.P.; Citigroup Global Markets Inc.; Cowen and Company, LLC; Credit Suisse Securities (USA) LLC; Deutsche Bank Securities Inc.; E\*TRADE Securities LLC; Itau BBA USA Securities, Inc.; Lazard Capital Markets LLC; Lebenthal & Co., LLC; Loop Capital Markets LLC; M.R. Beal & Company; Macquarie Capital (USA) Inc.; Merrill Lynch, Pierce, Fenner & Smith Incorporated; Muriel Siebert & Co., Inc.; Oppenheimer & Co. Inc.; KeyBanc Capital Markets, Inc. (formerly Pacific Crest Securities LLC); Piper Jaffray & Co.; Raymond James & Associates, Inc.; RBC Capital Markets, LLC; Samuel A. Ramirez & Company, Inc.; Stifel, Nicolaus & Company, Incorporated; Wells Fargo Securities, LLC; The Williams Capital Group, L.P.; and William Blair & Company, L.L.C. (collectively, the “Underwriter Defendants” and, together with Facebook and the Individual Defendants, “Defendants,” and, together with Lead Plaintiffs, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated February 26, 2018 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated \_\_\_\_\_, 2018 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement be provided to the Class; (c) provided Class Members with the opportunity to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on \_\_\_\_\_, 2018 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on \_\_\_\_\_, 2018; and (b) the Settlement Notice and the Summary Settlement Notice, both of which were filed with the Court on \_\_\_\_\_, 2018.

3. **Settlement Notice** – The Court finds that the dissemination of the Settlement Notice and the publication of the Summary Settlement Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the effect of the proposed Settlement (including the Releases to be provided thereunder); (ii) Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses; (iii) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or

Lead Counsel's motion for attorneys' fees and Litigation Expenses; and (iv) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 77z-1, as amended, and all other applicable law and rules.

4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein, including the release of the Released Plaintiffs' Claims against the Defendants' Releasees; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

5. The Action and all of the claims asserted against Defendants in the Action by Lead Plaintiffs and the other Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

6. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Lead Plaintiffs and all other Class Members (regardless of whether or not any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns.

7. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 8 below, upon the Effective Date of the Settlement, Lead Plaintiffs and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees. This release shall not apply to any Excluded Plaintiffs' Claims (as that term is defined in paragraph 1(w) of the Stipulation).

(b) Without further action by anyone, and subject to paragraph 8 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees. This release shall not apply to any Excluded Defendants' Claims (as that term is defined in paragraph 1(v) of the Stipulation).

8. Notwithstanding paragraphs 7(a) – (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

9. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

10. **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants’ Releasees with respect to the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants’ Releasees or in any way referred to for any other reason as against any of the Defendants’ Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial;

*provided, however,* that the Parties and the Releasees and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

11. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Class Members for all matters relating to the Action.

12. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Counsel for an award of attorneys' fees and Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

13. **Modification of the Agreement of Settlement** – Without further approval from the Court, Lead Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, Lead Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

14. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiffs, the other Class Members and Defendants, and the Parties shall revert to their respective positions in the Action as of January 12, 2018, as provided in the Stipulation.

15. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.



SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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The Honorable Robert W. Sweet  
United States District Judge

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