UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re LEAPFROG ENTERPRISES, INC. SECURITIES LITIGATION	)	Master File No. 3:15-cv-00347-EMC
	)	CLASS ACTION
This Document Relates To: ALL ACTIONS.	)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

If you purchased or acquired LeapFrog Enterprises, Inc. ("LeapFrog" or the "Company") common stock from May 5, 2014 through June 11, 2015, inclusive (the "Class Period"), you may be entitled to receive money from a class action settlement. **The average recovery in the Settlement per allegedly damaged share is estimated to be approximately $0.125 per share, before the deduction of any Court-approved fees and expenses, and approximately $0.083 per allegedly damaged share after the deduction of the attorneys' fees and litigation and Notice and Administration Expenses discussed below.**

A Federal Court authorized this Notice. This is NOT a solicitation by a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS CONCERNING A PROPOSED CLASS ACTION SETTLEMENT.

IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MUST SUBMIT A CLAIM FORM TO OBTAIN YOUR SHARE OF THE SETTLEMENT. IF YOU DO NOT SUBMIT A CLAIM, ANY RIGHT TO COMPENSATION WILL BE EXTINGUISHED UNLESS YOU HAVE ELECTED TO OPT OUT OF THE SETTLEMENT CLASS.

This Notice concerns a lawsuit that was brought in federal court as a class action on behalf of investors (individuals and entities) who purchased or acquired LeapFrog common stock during the May 5, 2014 through June 11, 2015 Class Period.[1] The lawsuit is referred to as *In re LeapFrog Enterprises, Inc. Securities Litigation*, Master File No. 3:15-cv-00347-EMC (the "Action") and is pending before the Honorable Edward M. Chen in the United States District Court for the Northern District of California (the "Court").

This Notice is to inform you that the Lead Plaintiff in the Action, KBC Asset Management NV ("Lead Plaintiff" or "KBC"), on behalf of itself and the Settlement Class consisting of investors who purchased or acquired LeapFrog common stock during the Class Period, has reached an agreement with Defendants LeapFrog, John Barbour and Raymond L. Arthur to settle the Action for $5.5 million in cash (the "Settlement"). If the Settlement is approved by the Court, all claims in the Action against the Defendants and the Released Defendant Parties (defined in Question 25 below) will be resolved.

Overview of the Action and Settlement: This Action alleges claims on behalf of the Settlement Class under the Securities Exchange Act of 1934 (the "1934 Act") against Defendants. Lead Plaintiff alleges that Defendants made materially false and misleading statements and/or failed to disclose adverse information regarding LeapFrog's business, financial results, operations and prospects, which caused the price of LeapFrog common stock to be artificially inflated. More specifically, Lead Plaintiff alleges that LeapFrog failed to take a timely long-lived asset charge for the quarter ending December 31, 2014, failed to test and record a goodwill impairment charge for the quarter ending September 30, 2014, downplayed the impact of significant inventory issues and the delayed launch of LeapTV, and failed to maintain financial controls. Defendants deny any wrongdoing, fault or liability.

After extensive investigation and litigation and the review of documents, in August 2017, the parties engaged in mediation with the assistance of the Hon. James Ware (Ret.), a retired federal district court judge. This session did not result in a settlement, and litigation continued. The parties attended a second mediation with Judge Ware in November 2017. As a result of those negotiations, the parties have agreed to the Settlement described below. The Settlement is subject to Court approval. More detailed descriptions of the Action and the Settlement are set forth below.

Statement of the Recovery: Lead Plaintiff has agreed to settle all claims asserted in the Action and grant Defendants and the Released Defendant Parties a full and complete release in exchange for a cash payment of $5,500,000 (the "Settlement Amount"). The Settlement Amount and any interest earned thereon is referred to herein as the "Settlement Fund." The "Net Settlement Fund" (the Settlement Fund less any Taxes, attorneys' fees, expert fees, Notice and Administration Expenses, litigation expenses, or other costs and expenses approved by the Court) will be distributed in accordance with the plan of allocation that is approved by the Court (the "Plan of Allocation"), which will determine how the Net Settlement Fund will be allocated among members of the Settlement Class who become eligible to participate in the distribution of the Net Settlement

[1] All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated February 22, 2018 (the "Stipulation"), which is available on the settlement website, www.LeapFrogSecuritiesClassAction.com.

Fund by submitting a timely and valid Proof of Claim and Release form ("Proof of Claim" or "Claim Form"). The proposed Plan of Allocation is included in this Notice beginning on page 10 below.

Based on the analysis performed in consultation with Lead Plaintiff's damages consulting expert, the estimated average recovery per share for a Settlement Class Member from the Settlement Fund (before the deduction of any Court-approved fees, expenses and costs as described herein) would be approximately $0.125 per share. This amount assumes all eligible Settlement Class Members submit valid and timely Proofs of Claim. If fewer than all members of the Settlement Class submit timely and valid Proofs of Claim, which is likely, the distributions per share will be higher. A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by the number of that Settlement Class Member's eligible shares as compared to the total eligible shares of all Settlement Class Members who submit timely and valid Proofs of Claim. *See* the Plan of Allocation beginning on page 10 for details and more information.

Lead Counsel intend to seek attorneys' fees not to exceed 25% of the Settlement Fund or $1,375,000. In addition, Lead Counsel intend to seek payment of their costs and expenses in connection with the prosecution of the Action in an amount not to exceed $275,000, and the Lead Plaintiff may seek an award of up to $5,600 for its time and expenses incurred in representing the Settlement Class. Such requested attorneys' fees, costs and expenses, including Notice and Administration Expenses, would amount to an average of approximately $0.042 per share of LeapFrog common stock. Please note that these amounts are only estimates and are subject to approval by the Court.

The parties disagree on both liability and damages and do not agree on the average amount of damages per share of LeapFrog common stock that would be recoverable if Lead Plaintiff were to prevail in the Action, and Defendants deny liability, fault or wrongdoing. Lead Plaintiff believes that the proposed Settlement represents a fair and reasonable recovery in light of the risks of continued litigation, and is in the best interests of the members of the Settlement Class.

Identification of Attorneys' Representatives: Lead Plaintiff and the Settlement Class are represented by Lead Counsel identified in Question 19 below.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A PROOF OF CLAIM POSTMARKED OR SUBMITTED ONLINE BY AUGUST 8, 2018	This is the only way to be eligible to get a payment from the Settlement. If you wish to participate in the Settlement, you will need to complete and submit the enclosed Proof of Claim. Settlement Class Members who do not complete and submit the Proof of Claim in accordance with the instructions on the Proof of Claim and do not submit it within the time required will be bound by the Settlement but will not participate in any distribution of the Net Settlement Fund.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION SO THAT IT IS RECEIVED NO LATER THAN AUGUST 8, 2018	You will not be bound by the results of this lawsuit, and you will not receive any payment. This is the **only** option that allows you to ever be part of any other lawsuit against the Defendants or any other Released Defendant Parties about the legal claims related to the issues raised in this Action.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN AUGUST 8, 2018	If you believe the Settlement is objectionable in any respect, you may write to the Court about why you oppose the Settlement, the Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a member of the Settlement Class. Even if you object, you can still submit a Proof of Claim in order to qualify for a cash payment. If you do not submit a Claim Form, you will not receive a payment.
ATTEND THE SETTLEMENT HEARING ON OCTOBER 18, 2018, AT 1:30 P.M., AND PROVIDE A NOTICE OF INTENTION TO APPEAR TO LEAD COUNSEL SO THAT IT IS RECEIVED NO LATER THAN AUGUST 8, 2018	The hearing on whether to approve the Settlement is scheduled for October 18, 2018, at 1:30 p.m. (the "Settlement Hearing"), and is open to the public. You do not need to attend the hearing unless you wish to speak either in support of the Settlement or in support of any objection you may have submitted, and have submitted to Lead Counsel a Notice of Intention to Appear so that it is received no later than August 8, 2018. The Court may postpone the Settlement Hearing without prior notice on the date scheduled for the hearing.
DO NOTHING	If you are a Settlement Class Member and do not submit a Proof of Claim postmarked or submitted online by August 8, 2018, you will not be eligible to receive any payment from the Settlement Fund. You will, however, be bound by the Settlement, unless you have requested exclusion from the Settlement Class.

These rights and options are explained in further detail later in this Notice.

Further Information

For further information regarding this Settlement, you may contact a representative of Lead Counsel: Ellen Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900, or Christopher F. Moriarty, Motley Rice LLC, 28 Bridgeside Blvd., Mount Pleasant, SC 29464, Telephone: 843/216-9000.

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BASIC INFORMATION

1. Why did I get this Notice?

You have received this Notice because the parties are seeking approval of a proposed Settlement on behalf of the Settlement Class in this Action, and you have been identified as a potential Settlement Class Member either from the transfer agent's record of ownership of LeapFrog common stock or by your broker or custodian if you purchased or acquired LeapFrog stock in "street name."

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

This Notice explains the class action lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this lawsuit about?

Lead Plaintiff brought this Action as a securities class action on behalf of purchasers and acquirers of LeapFrog common stock during the period from May 5, 2014 through June 11, 2015, inclusive, against LeapFrog and its former Chief Executive Officer John Barbour and former Chief Financial Officer Raymond L. Arthur (collectively, "Defendants"), alleging that Defendants violated §10(b) of the 1934 Act and that defendants Barbour and Arthur violated §20(a) of the 1934 Act. Defendants deny these allegations.

On May 5, 2015, the Court appointed KBC as lead plaintiff, and its counsel, Motley Rice LLC and Robbins Geller Rudman & Dowd LLP, were appointed lead counsel.

Lead Plaintiff filed the Corrected Consolidated Class Action Complaint for Violation of the Federal Securities Laws ("CAC") on July 10, 2015, alleging violations of §§10(b) and 20(a) of the 1934 Act. ECF No. 52.

On July 24, 2015, each of the Defendants moved to dismiss the CAC and filed a Request for Judicial Notice. ECF Nos. 53-55. Lead Plaintiff filed its responses on August 25, 2015. ECF Nos. 56-59. The Court heard oral argument on the motion to dismiss on October 8, 2015. At the Court's direction, Lead Plaintiff filed a First Amended Consolidated Class Action Complaint for Violation of the Federal Securities Laws (the "FAC") on December 4, 2015. ECF No. 70.

Defendants moved to dismiss the FAC on January 15, 2016 (ECF Nos. 72-74), and Lead Plaintiff filed its opposition on February 12, 2016 (ECF Nos. 75-78). Defendants filed their reply on March 11, 2016 (ECF Nos. 80-81), and the Court heard oral argument on the motion on April 11, 2016. On August 2, 2016, the Court dismissed the FAC ("August 2 Order"). ECF No. 88.

Lead Plaintiff moved for leave to file a motion for reconsideration of the Court's August 2 Order with respect to Lead Plaintiff's goodwill and long-lived asset allegations. ECF No. 90. The Court denied the motion on August 31, 2016. ECF No. 93.

On September 20, 2016, Lead Plaintiff filed the Second Amended Consolidated Class Action Complaint for Violation of the Securities Laws (the "SAC"). ECF No. 97. Defendants moved to dismiss the SAC on November 4, 2016 (ECF Nos. 100-102), and Lead Plaintiff filed its opposition on December 19, 2016 (ECF Nos. 103-106). The motion was fully briefed by January 19, 2017, and on February 24, 2017, the Court issued an order granting in part and dismissing in part the motion ("February 24 Order"). ECF No. 117.

On April 6, 2017, the Court referred the case to private mediation and ordered the parties to meet and confer on a focused pre-mediation discovery plan to be submitted to the Court. ECF No. 123. The parties submitted their Joint Pre-Mediation Discovery Plan to the Court on April 27, 2017. ECF No. 127.

On July 5, 2017, Defendants moved for leave to file a motion for reconsideration of the Court's February 24 Order granting in part and denying in part their motion to dismiss the SAC. ECF No. 131. The Court denied Defendants' motion for leave to seek reconsideration by order dated August 10, 2017. ECF No. 137.

On August 30, 2017, the parties attended a full-day mediation with the Hon. James Ware (Ret.). The parties negotiated in good faith but did not reach an agreement, and litigation continued.

Lead Plaintiff filed its motion for class certification on November 7, 2017. ECF Nos. 158-160. On November 29, 2017, the parties participated in a subsequent mediation before Judge Ware. After extensive negotiations, the parties reached an agreement-in-principle to settle the case on the terms set forth herein.

Lead Plaintiff, through Lead Counsel, conducted a thorough investigation relating to the claims, defenses, and underlying events and transactions that are the subject of the Action. This process included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission; (ii) publicly available information, including press releases, news articles, and other public statements issued by or concerning Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) approximately 14,000 pages of documents produced by Defendants and third parties; and (v) the applicable law governing the claims and potential defenses. Lead Counsel also consulted with experts on damages and market efficiency issues, as well as forensic accountants.

Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Defendants have denied and continue to deny each and every one of the claims alleged by Lead Plaintiff in the Action on behalf of the Settlement Class, including all claims in the complaints filed in the Action.

Lead Plaintiff believes that the claims asserted in the Action have merit and that the evidence developed to date supports the claims asserted. However, Lead Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through class certification, discovery, summary judgment, and trial (and any possible appeals). Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. For example, the Court to date has only upheld Lead Plaintiff's allegations with respect to failing to timely take a charge for LeapFrog's long-lived assets. Lead Counsel also are mindful of the inherent problems of proof and the possible defenses to the claims alleged in the Action. Based on their evaluation, Lead Plaintiff and Lead Counsel believe that the Settlement set forth in the Stipulation confers substantial monetary benefits upon the Settlement Class and is in the best interests of the Settlement Class.

On March 20, 2018, the Court entered an order preliminarily approving the proposed Settlement, authorizing the mailing of this Notice to potential Settlement Class Members, and scheduling the Settlement Hearing to consider whether to grant final approval of the Settlement.

The issuance of this Notice is NOT an expression of the Court's opinion on the merits or the lack of merits of any of Lead Plaintiff's claims in the Action or whether Defendants engaged in any wrongdoing.

To learn more about what has happened in this Action to date, including a detailed history, please see the Stipulation and other relevant pleadings which are available at www.LeapFrogSecuritiesClassAction.com. Instructions on how to get more information are also included in Question 26 below.

3. Why is this a class action?

In a class action, one or more persons or entities (in this case, the Lead Plaintiff) sue on behalf of people and entities who have similar claims. Together, these people and entities are referred to as a class, and each is a class member. One court resolves the issues for all class members at the same time, except for those class members who exclude themselves from the class.

4. Why is there a settlement?

Lead Plaintiff made claims against Defendants on behalf of the Settlement Class. Defendants deny that they have done anything wrong or violated any statute and admit no liability. The Court has not decided in favor of the Defendants or the Settlement Class. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation, including trial and post-trial appeals, and Lead Plaintiff agreed to the Settlement in order to ensure that Settlement Class Members will receive compensation. Lead Plaintiff and Lead Counsel believe the Settlement is in the best interest of all Settlement Class Members in light of the real possibility that continued litigation could result in no recovery at all.

WHO IS IN THE SETTLEMENT

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

5. How do I know if I am part of the Settlement?

The Court directed that everyone who fits this description is a Settlement Class Member: ***all Persons that purchased or acquired LeapFrog common stock between May 5, 2014 and June 11, 2015, inclusive***, except those Persons and entities that are excluded, as described below.

PLEASE NOTE: RECEIPT OF THIS NOTICE DOES NOT MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU ARE A SETTLEMENT CLASS MEMBER AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE REQUIRED TO SUBMIT THE CLAIM FORM THAT IS INCLUDED WITH THIS NOTICE POSTMARKED OR SUBMITTED ONLINE NO LATER THAN AUGUST 8, 2018.

6. Are there exceptions to being included?

Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate families of the Individual Defendants; (iii) LeapFrog's subsidiaries; (iv) the officers and directors of LeapFrog during the Class Period; (v) any entity in which any Defendant has a controlling interest; and (vi) the legal representatives, heirs, successors and assigns of any such excluded person or entity. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class.

7. What if I am still not sure if I am included?

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can contact the Claims Administrator toll-free at 877/664-1456, or you can fill out and return the Proof of Claim enclosed with this Notice, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

A settlement has been reached in the Action between Lead Plaintiff and Defendants, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed Settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.LeapFrogSecuritiesClassAction.com, for a full statement of its provisions.

The Settlement Fund consists of Five Million, Five Hundred Thousand Dollars ($5,500,000.00) in cash, plus any interest earned thereon.

A portion of the Settlement proceeds will be used to pay attorneys' fees and expenses to Lead Plaintiff's counsel ($1,650,000), to pay for this Notice and the processing of claims submitted by Settlement Class Members (approximately $200,000), to pay Taxes and to pay the time and expenses of Lead Plaintiff ($5,600). The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed, in accordance with the Plan of Allocation described below, to Settlement Class Members who submit valid and timely Proofs of Claim.

The effectiveness of the Settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

9. How much will my payment be?

Your share of the fund will depend on several things, including how many Settlement Class Members submit a timely and valid Proof of Claim, the total dollar amount of the claims represented by the valid Proofs of Claim that Settlement Class

Members send in, the number of shares of LeapFrog common stock you purchased or acquired during the Class Period, how much you paid for the shares, when you purchased or acquired them, and if you sold your shares and for how much.

By following the instructions in the Plan of Allocation, you can calculate your claim. It is unlikely that you will get a payment for the full amount of your claim. After all Settlement Class Members have sent in their Proofs of Claim, the payment you get will be a part of the Net Settlement Fund equal to your claim divided by the total of all valid claimants' claims. *See* the Plan of Allocation beginning on page 10 for more information on your claim.

As discussed above, Lead Plaintiff's damages consulting expert has estimated that the average recovery from the Settlement per allegedly damaged share of LeapFrog common stock would be $0.125 per share, before deduction of any Court-approved fees and expenses, and approximately $0.083 per allegedly damaged share, after deduction of the attorneys' fees and expenses discussed below.

10. How can I receive a payment?

You may submit a Proof of Claim as described below. If you choose this option, you will share in the proceeds of the proposed Settlement if your claim is timely, valid, and entitled to a distribution under the Plan of Allocation described below and if the proposed Settlement is finally approved by the Court; and you will be bound by the Judgment and release to be entered by the Court as described below.

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.LeapFrogSecuritiesClassAction.com.

Please read the instructions carefully, fill out the Proof of Claim, sign it, and include all the documents the form requests. For instance, **you must submit supporting documents** for your transactions in LeapFrog stock, such as broker confirmation slips, brokerage account statements, an authorized statement from your broker reporting your transactions, or other similar documentation. You must mail or submit the Proof of Claim to the Claims Administrator so that it is **postmarked or received no later than August 8, 2018**. The Claim Form may be submitted online at www.LeapFrogSecuritiesClassAction.com. Unless the Court orders otherwise, if you do not timely submit a valid Proof of Claim, you will be barred from receiving any payments from the Net Settlement Fund, but will in all other respects be bound by the provisions of the Stipulation and the Judgment.

11. When would I receive my payment?

The Court will hold a Settlement Hearing on ***October 18, 2018, at 1:30 p.m.***, to decide whether to approve the Settlement. If the Court approves the Settlement after that hearing, there might be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

12. What am I giving up to receive a payment or to stay in the Settlement Class?

If you do not make a valid and timely request in writing to be excluded from the Settlement Class, you will be bound by any and all determinations or judgments in the Action in connection with the Settlement entered into or approved by the Court, whether favorable or unfavorable to the Settlement Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Parties, whether or not you submit a valid Proof of Claim.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS

13. How do I get out of the proposed Settlement?

If you do not wish to be included in the Settlement Class and you do not wish to participate in the proposed Settlement described in this Notice you may request to be excluded. ***If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Action, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitations or repose.***

If you wish to be excluded, you must submit your request online at www.LeapFrogSecuritiesClassAction.com or mail a written request stating that you wish to be excluded from the Settlement Class to:

LeapFrog Enterprises Litigation
Claims Administrator
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

The request for exclusion must: (1) include your name, address, and telephone number; (2) state that you wish to be "excluded from the Settlement Class and do not wish to participate in the settlement in *In re LeapFrog Enterprises, Inc. Securities Litigation*, Master File No. 3:15-cv-00347-EMC (N.D. Cal.)"; (3) state the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and/or sales of LeapFrog common stock during the period May 5, 2014 through June 11, 2015, inclusive; and (4) be signed by you or your representative. ***YOUR EXCLUSION REQUEST MUST BE RECEIVED NO LATER***

***THAN AUGUST 8*, 2018**. No request for exclusion will be considered valid unless all of the information described above is included in any such request. No further opportunity to request exclusion will be given in this Action. If you choose to be excluded from the Settlement Class, (a) you are not entitled to share in the proceeds of the Settlement described herein; (b) you are not bound by any judgment entered in the Action; and (c) you are not precluded by the Settlement from otherwise prosecuting an individual claim against Defendants, if timely, based on the matters complained of in the Action.

14. If I do not exclude myself, can I sue the Defendants and the other Released Defendant Parties for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit against the Released Defendant Parties, speak to your lawyer in that case immediately. You must exclude yourself from this Action to continue your own lawsuit. Remember, the exclusion deadline is **August 8, 2018**.

15. If I exclude myself, can I get money from the proposed Settlement?

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money. But, you may be able to sue or be part of a different lawsuit against the Defendants and the other Released Defendant Parties about the claims raised in this Action.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I object to the proposed Settlement?

Any Settlement Class Member who objects to any aspect of the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses, may appear and be heard at the Settlement Hearing.

The Court can only approve or deny the Settlement, not change its terms. You can ask the Court to deny approval by filing an objection.

You may object to the proposed Settlement in writing. You may also appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*In re LeapFrog Enterprises, Inc. Securities Litigation*, Master File No. 3:15-cv-00347-EMC (N.D. Cal.), (b) be submitted to the Court either by mailing them to the Clerk of the Court, United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, or by filing them in person at any location of the United States District Court for the Northern District of California. Such objections, papers, and briefs must be **received or filed, not simply postmarked, on or before August 8, 2018.**

The notice of objection must demonstrate the objecting Person's membership in the Settlement Class, including the number of shares of LeapFrog common stock purchased, otherwise acquired and sold during the Class Period and contain a statement of the reasons for objection. Only members of the Settlement Class who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise. Any member of the Settlement Class who does not make his, her or its objection in the manner and time provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses, unless otherwise ordered by the Court.

Even if you object, you **must** still submit a Proof of Claim to be eligible for a cash payment from the Settlement. If you do not submit a Claim Form, you will not receive a payment.

17. What is the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or the fee and expense application. You can still recover from the Settlement. You can object ***only*** if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

18. What happens if I do nothing at all?

You may do nothing at all. If you choose this option, you will not share in the proceeds of the Settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Defendant Parties.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in this case?

The Court ordered that the law firms of Motley Rice LLC and Robbins Geller Rudman & Dowd LLP represent the Settlement Class, including you. These lawyers are called Lead Counsel. You will not be charged for these lawyers. They will be paid from the Settlement Fund to the extent the Court approves their application for fees and expenses. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of not more than 25% of the Settlement Amount, or $1,375,000, plus expenses not to exceed $275,000, plus interest thereon. Lead Plaintiff may apply for reimbursement of its time and expenses in representing the Settlement Class in an amount not to exceed $5,600. Such sums as may be approved by the Court will be paid from the Settlement Fund. Settlement Class Members are not personally liable for any such fees or expenses.

To date, Lead Counsel have not received any payment for their services in conducting this Action on behalf of the Lead Plaintiff and the Settlement Class, nor have counsel been paid their expenses. The fee requested by Lead Counsel will compensate counsel for their efforts in achieving the Settlement for the benefit of the Settlement Class, and for their risk in undertaking this representation on a wholly contingent basis. Lead Counsel believe that the fee requested is well within the range of fees awarded to plaintiffs' counsel under similar circumstances in other litigation of this type. The fee to be requested has been approved by the Lead Plaintiff.

21. Can I hire my own lawyer?

If you are a Settlement Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before August 8, 2018, and must serve copies of such appearance on the attorneys listed below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Lead Counsel.

LEAD COUNSEL

Robbins Geller Rudman & Dowd LLP
Willow E. Radcliffe
Post Montgomery Center
One Montgomery Street, Suite 1800
San Francisco, CA 94104

Motley Rice LLC
Christopher F. Moriarty
28 Bridgeside Blvd.
Mount Pleasant, SC 29464

COUNSEL FOR DEFENDANTS

Morrison & Foerster LLP
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Mark R.S. Foster
425 Market Street
San Francisco, CA 94105

THE COURT'S SETTLEMENT HEARING

22. When and where will the Court decide whether to approve the proposed Settlement?

The Settlement Hearing will be held on ***October 18, 2018, at 1:30 p.m.***, before the Honorable Edward M. Chen, United States District Judge, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102. The purpose of the Settlement Hearing will be to determine: (1) whether the proposed Settlement, as set forth in the Stipulation, consisting of Five Million, Five Hundred Thousand Dollars ($5,500,000.00) in cash, should be approved as fair, reasonable, and adequate to the members of the Settlement Class; (2) whether the proposed plan to distribute the Settlement proceeds (the "Plan of Allocation") is fair, reasonable, and adequate; (3) whether the application by Lead Counsel for an award of attorneys' fees and expenses and the application of Lead Plaintiff for an award of its time and expenses should be approved; and (4) whether the Judgment, in the form attached to the Stipulation, should be entered. **The Court may adjourn the Settlement Hearing from time to time and without further notice to the Settlement Class. Settlement Class Members should check the Settlement website or the Court's PACER site (*see* Question 26 below) to confirm that the date of the Settlement Hearing has not been changed.**

23. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or statement in support of the Settlement, you are not required to come to Court to discuss it. As long as you mailed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

24. May I speak at the hearing?

If you object to the Settlement, the Plan of Allocation, or the fee and expense application, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include in your objection (*see* Question 16 above) a statement saying that it is your "Notice of Intention to Appear in *In re LeapFrog Enterprises, Inc. Securities Litigation*, Master File No. 3:15-cv-00347-EMC (N.D. Cal.)." Persons who intend to object to the Settlement, the Plan of Allocation and/or the fee and expense application, and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the hearing if you exclude yourself.

DISMISSALS AND RELEASES

25. What happens if the proposed Settlement is approved?

As a Settlement Class Member, in consideration for the benefits of the Settlement, you will be bound by the terms of the Settlement and you will release the Released Defendant Parties from the Released Claims as defined below.

"Released Claims" means any and all claims, rights, liabilities, and causes of action of every nature and description, including both known claims and Unknown Claims, whether contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, that Lead Plaintiff or any other member(s) of the Settlement Class asserted or could have asserted in any forum that: (i) arise out of, are based upon, or are related in any way directly or indirectly, in whole or in part, to the allegations, transactions, facts, events, matters, occurrences, disclosures, statements, representations, or omissions referred to in the Action and that relate to the purchase, sale, acquisition, or ownership of LeapFrog common stock by the Settlement Class during the Class Period; or (ii) are related to the administration of the Settlement. The Parties intend that the releases provided hereunder provide for claim and issue preclusion. For the avoidance of doubt, Released Claims include any claims under Sections 10(b) and 20(a) of the 1934 Act, which were or could have been alleged in the Action. Notwithstanding the foregoing, "Released Claims" does not include claims (i) relating to the enforcement of the Settlement; or (ii) which were or could be asserted on behalf of LeapFrog in any derivative action based on similar allegations.

"Released Defendant Parties" means each and all of: (i) Defendants, the members of each Individual Defendant's immediate family, any entity in which any Defendant or member of any Individual Defendant's immediate family has, or had during the Class Period, a controlling interest (directly or indirectly), any estate or trust of which any Individual Defendant is a settlor or which is for the benefit of any Individual Defendant and/or members of his family, Defendants' Counsel, and Defendants' insurers, co-insurers, and re-insurers; and (ii) for each and every Person listed in part (i), each of their respective past, present, and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, managing directors, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, selling shareholders, shareholders, spouses, subsidiaries (foreign or domestic), trustees, underwriters, and other retained professionals, in their respective capacities as such.

If the proposed Settlement is approved, the Court will enter a Judgment (the "Judgment"). In addition, upon the Effective Date, Lead Plaintiff and each of the Settlement Class Members, for themselves and for any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such plaintiff or Settlement Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim, any distribution from the Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Defendant Parties, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against the Released Defendant Parties except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto.

GETTING MORE INFORMATION

26. How do I get more information about the proposed Settlement?

This Notice contains only a summary of the terms of the proposed Settlement and does not describe all of the details of the Stipulation. For the precise terms and conditions of the Settlement, please see the Stipulation available at www.LeapFrogSecuritiesClassAction.com, by contacting Lead Counsel at (843) 216-9000 or (800) 449-4900, by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.cand.uscourts.gov, or by visiting the office of the Clerk on the 16th floor of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, California 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

If you have any questions about the Settlement of the Action, you may contact Lead Counsel by writing to:

ROBBINS GELLER RUDMAN & DOWD LLP ELLEN GUSIKOFF STEWART 655 West Broadway, Suite 1900 San Diego, CA 92101 EllenG@rgrdlaw.com	or	MOTLEY RICE LLC CHRISTOPHER F. MORIARTY 28 Bridgeside Blvd. Mount Pleasant, SC 29464 jhughes@motleyrice.com bnorton@motleyrice.com cmoriarty@motleyrice.com

SPECIAL NOTICE TO NOMINEES

Nominees who purchased or otherwise acquired LeapFrog common stock for the beneficial interest of other Persons during the Class Period shall, within seven (7) calendar days after receipt of this Notice: (1) provide the Claims Administrator

with the names and addresses of such beneficial owners, or (2) forward a copy of this Notice and the Proof of Claim by First-Class Mail to each such beneficial owner, and provide Lead Counsel with written confirmation that the Notice and Proof of Claim have been so forwarded. Upon submission of appropriate documentation, Lead Counsel will reimburse your reasonable costs and expenses of complying with this provision. Additional copies of this Notice may be obtained from the Claims Administrator by writing to:

LeapFrog Enterprises Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 404056
Louisville, KY 40233-4056

PLAN OF ALLOCATION OF NET SETTLEMENT FUND

The Net Settlement Fund will be distributed to Settlement Class Members who, in accordance with the terms of the Stipulation, are entitled to a distribution from the Net Settlement Fund pursuant to any Plan of Allocation or any order of the Court and who submit a valid and timely Proof of Claim under the Plan of Allocation described below. The Plan of Allocation provides that you will be eligible to participate in the distribution of the Net Settlement Fund only if you have an overall net loss on all of your transactions in LeapFrog common stock during the Class Period.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Lead Counsel have conferred with their damages expert and developed a Plan of Allocation that divides the Settlement proceeds equitably among Settlement Class Members. The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. In order to have a claim under the Plan of Allocation, shares of LeapFrog common stock must have been purchased or otherwise acquired during the Class Period and held through at least one of the corrective disclosures. Shares purchased prior to May 5, 2014 or after June 11, 2015 have no claim under the Plan of Allocation.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The allocation below is based on the following Inflation Amounts[2] for Class Period common stock purchases and sales as well as the statutory Private Securities Litigation Reform Act of 1995 ("PSLRA") 90 day-look back price of $1.16.[3] Furthermore, if any of the formulas set forth below yield an amount less than $0.00 the claim per share is $0.00.

A "Claim" will be calculated as follows:

1. For shares of LeapFrog common stock ***purchased or acquired on or between May 5, 2014 through and including January 22, 2015***, the claim per share shall be as follows:

(a) If sold prior to May 18, 2015, the claim per share is $0.00.

(b) If sold on or after May 18, 2015, but prior to June 12, 2015, the claim per share shall be the lesser of (i) $0.01 (*see* Table A); and (ii) the difference between the purchase price and the selling price.

(c) If sold on June 12, 2015, the claim per share shall be the lesser of (i) $0.06 (*see* Table A); and (ii) the difference between the purchase price and the selling price.

(d) If retained at the end of June 12, 2015 and sold prior to, or, on September 11, 2015, the claim per share shall be the least of (i) $0.07 (*see* Table A); (ii) the difference between the purchase price and the selling price; and (iii)

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[2] The Inflation Amounts which are listed in Table A are based on the May 18, 2015, June 12, 2015, and June 15, 2015 price declines in LeapFrog common stock that Lead Plaintiff alleges resulted from LeapFrog's correction of earlier false and misleading statements. Market adjusted dollar declines of $0.11, $0.52, and $0.06 were used for the May 18, 2015 price decline, the June 12, 2015 price decline, and the June 15, 2015 price decline, respectively. For the time period of May 5, 2014 through January 22, 2015, the combined market adjusted price declines of $0.69 (equal to the sum of the declines of $0.11, $0.52, and $0.06) were reduced by approximately 90% to $0.07 (equal to approximately 90% of the sum of $0.11, $0.52, and $0.06), or $0.01, $0.05, and $0.01, because the Court did not uphold claims related to that time period, as reflected in the Court's August 2, 2016 Order Granting Defendants' Motion to Dismiss (ECF No. 88) and its February 24, 2017 Order Granting in Part and Denying in Part Defendants' Motion to Dismiss (ECF No. 117). As a result, the $0.69 inflation amount for the time period January 23, 2015 through May 17, 2015 listed in Table A reflects the full combined inflation amounts for the market adjusted price declines on May 18, 2015 ($0.11), June 12, 2015 ($0.52), and on June 15, 2015 ($0.06).

[3] Pursuant to Section 21(D)(e)(1) of the PSLRA, "in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." 15 U.S.C. §78u-4(e)(1). $1.16 was the mean (average) daily closing trading price of LeapFrog common stock during the 90-day period beginning on June 15, 2015 and ending on September 11, 2015.

the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in Table B below.

(e) If retained at the close of trading on September 11, 2015, or sold thereafter, the claim per share shall be the lesser of (i) $0.07 (*see* Table A); and (ii) the difference between the purchase price per share and $1.16 per share.

2. For shares of LeapFrog common stock ***purchased or acquired on or between January 23, 2015 through and including June 11, 2015***, the claim per share shall be as follows:

(a) If sold prior to May 18, 2015, the claim per share is $0.00.

(b) If sold on or after May 18, 2015, but prior to June 12, 2015, the claim per share shall be the lesser of (i) $0.11 (*see* Table A); and (ii) the difference between the purchase price and the selling price.

(c) If sold on June 12, 2015, the claim per share shall be the lesser of (i) $0.63 (*see* Table A); and (ii) the difference between the purchase price and the selling price.

(d) If retained at the end of June 12, 2015 and sold prior to, or, on September 11, 2015, the claim per share shall be the least of (i) $0.69 (*see* Table A); (ii) the difference between the purchase price and the selling price; and (iii) the difference between the purchase price per share and the average closing price per share up to the date of sale as set forth in Table B below.

(e) If retained at the close of trading on September 11, 2015, or sold thereafter, the claim per share shall be the lesser of (i) $0.69 (*see* Table A); and (ii) the difference between the purchase price per share and $1.16 per share.

TABLE A
Inflation Amounts and Calculation of Claim
by Date of Purchase and Date of Sale

	Date of Sale			
Purchase Date	5/5/2014 through 5/17/2015	5/18/2015 through 6/11/2015	6/12/2015	Retained Beyond 6/15/2015
5/5/2014 through 1/22/2015	$0.00	$0.01	$0.06	$0.07
1/23/2015 through 5/17/2015		$0.11	$0.63	$0.69
5/18/2015 through 6/11/2015			$0.63	$0.69
Purchased on or After 6/12/2015				$0.00

TABLE B
LeapFrog Common Stock Closing Prices and Average Closing Prices
June 15, 2015 – September 11, 2015

Date	Closing Price	Average Closing Price	Date	Closing Price	Average Closing Price
6/15/2015	$1.47	$1.47	6/30/2015	$1.40	$1.47
6/16/2015	$1.39	$1.43	7/1/2015	$1.33	$1.45
6/17/2015	$1.51	$1.46	7/2/2015	$1.42	$1.45
6/18/2015	$1.47	$1.46	7/6/2015	$1.35	$1.45
6/19/2015	$1.43	$1.45	7/7/2015	$1.37	$1.44
6/22/2015	$1.44	$1.45	7/8/2015	$1.34	$1.43
6/23/2015	$1.51	$1.46	7/9/2015	$1.33	$1.43
6/24/2015	$1.50	$1.47	7/10/2015	$1.29	$1.42
6/25/2015	$1.53	$1.47	7/13/2015	$1.37	$1.42
6/26/2015	$1.48	$1.47	7/14/2015	$1.34	$1.42
6/29/2015	$1.45	$1.47	7/15/2015	$1.35	$1.41

7/16/2015	$1.33	$1.41
7/17/2015	$1.33	$1.41
7/20/2015	$1.26	$1.40
7/21/2015	$1.24	$1.39
7/22/2015	$1.24	$1.39
7/23/2015	$1.18	$1.38
7/24/2015	$1.16	$1.37
7/27/2015	$1.17	$1.37
7/28/2015	$1.12	$1.36
7/29/2015	$1.09	$1.35
7/30/2015	$1.01	$1.34
7/31/2015	$0.94	$1.33
8/3/2015	$0.97	$1.32
8/4/2015	$1.01	$1.31
8/5/2015	$0.95	$1.30
8/6/2015	$0.97	$1.29
8/7/2015	$1.00	$1.28
8/10/2015	$1.00	$1.28
8/11/2015	$0.98	$1.27
8/12/2015	$1.00	$1.26
8/13/2015	$0.95	$1.25

8/14/2015	$0.98	$1.25
8/17/2015	$0.99	$1.24
8/18/2015	$0.98	$1.24
8/19/2015	$0.95	$1.23
8/20/2015	$0.99	$1.23
8/21/2015	$0.97	$1.22
8/24/2015	$0.97	$1.22
8/25/2015	$0.93	$1.21
8/26/2015	$0.91	$1.20
8/27/2015	$0.93	$1.20
8/28/2015	$0.92	$1.19
8/31/2015	$0.95	$1.19
9/1/2015	$0.92	$1.18
9/2/2015	$0.93	$1.18
9/3/2015	$0.93	$1.18
9/4/2015	$0.92	$1.17
9/8/2015	$0.93	$1.17
9/9/2015	$0.92	$1.16
9/10/2015	$0.91	$1.16
9/11/2015	$0.90	$1.16

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” date.

For Settlement Class Members who held LeapFrog common stock at the beginning of the Class Period or made multiple purchases, acquisitions or sales during the Class Period, the First-In, First-Out (“FIFO”) method will be applied to such holdings, purchases and acquisitions, and sales for purposes of calculating a claim. Under the FIFO method, sales of LeapFrog common stock during the Class Period will be matched, in chronological order, first against shares of LeapFrog common stock held at the beginning of the Class Period. The remaining sales of common stock during the Class Period will then be matched, in chronological order, against shares purchased or acquired during the Class Period.

A Settlement Class Member will be eligible to receive a distribution from the Net Settlement Fund only if a Settlement Class Member had a net overall loss, after all profits from transactions in all LeapFrog common stock described above during the Class Period are subtracted from all losses. However, the proceeds from sales of shares that have been matched against the shares held at the beginning of the Class Period will not be used in the calculation of such net loss. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than $10.00.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Settlement Class Member on equitable grounds. Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court to decide the issue by submitting a written request to the Court, Lead Counsel, or the Claims Administrator.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. No Person shall have any claim against the Lead Plaintiff, Lead Counsel, any claims administrator, or other Person designated by Lead Counsel, or any Defendant or Defendants’ Counsel, based on distributions made under the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Settlement Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

DATED: MARCH 20, 2018

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