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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

IN RE OCZ TECHNOLOGY GROUP, INC., ) CASE NO.: 12-CV-05265-RS  
SECURITIES LITIGATION )  
)  
) CLASS ACTION  
)  
) **AMENDED STIPULATION OF**  
) **SETTLEMENT**  
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3 This Amended Stipulation of Settlement, dated as of April 13, 2015 (the “Stipulation”), is  
4 made and entered into by and among the following Settling Parties (as defined further in Section  
5 IV, “DEFINITIONS” hereof) to the above-captioned consolidated securities class action litigation  
6 (the “Litigation”): (i) the Plaintiffs (on behalf of themselves and each of the Settlement Class  
7 Members), by and through their counsel of record in the Litigation; and (ii) the Defendants, by and  
8 through their counsel of record in the Litigation. The Stipulation is intended by the Settling  
9 Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims, upon and  
10 subject to the terms and conditions hereof.

11 **I. THE LITIGATION**

12 On October 11, 2012, an action was filed in the United States District Court for the  
13 Northern District of California as a putative securities fraud class action on behalf of purchasers of  
14 OCZ securities, captioned *Johnson v. OCZ Technology Group, Inc., et al.*, Case No. 3:12-cv-  
15 05265-RS. Eight related securities class action lawsuits subsequently were filed.<sup>1</sup> On January 4,  
16 2013, the Court entered an amended order consolidating the related class action lawsuits as *In re*  
17 *OCZ Technology Group, Inc. Securities Litigation*, Case No. C 12-05265-RS. The Court also  
18 appointed the OCZ Investor Group, comprised of Leo Jegen, Vincent M. Monnier, Shih Leng Tan,  
19 and Len C. Villacres, as Lead Plaintiffs pursuant to Section 21 D(a)(3)(B) of the Securities  
20 Exchange Act of 1934 (the “Exchange Act”) and appointed Levi & Korsinsky LLP as Lead  
21 Counsel, Punzalan Law as local counsel, and Brower Piven as additional counsel.

22 On March 5, 2013, Plaintiffs filed a Consolidated Amended Class Action Complaint for  
23 Violation of Federal Securities Laws (the “Complaint”). Dkt. No. 38. The Complaint alleges  
24 violations of Sections 10(b) and 20(a) of the Exchange Act on behalf of a class of persons who  
25 purchased or otherwise acquired OCZ common stock and call options between July 6, 2011 and  
26 January 22, 2013. The Complaint generally alleges that OCZ and the Defendants made false and  
27 misleading statements regarding OCZ’s business and financial results and seeks unspecified  
28 money damages and other relief. Defendants have not yet responded to the Complaint, as the

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<sup>1</sup> Two of the complaints were voluntarily dismissed without prejudice.

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3 parties entered into stipulations extending Defendants' deadline to respond to the Complaint in  
4 light of settlement negotiations.

5 On September 13, 2013, the parties participated in a mediation session with the Honorable  
6 Edward A. Infante, but did not reach a resolution. Following the mediation, the parties engaged in  
7 additional arm's-length negotiations mediated by Judge Infante, and on October 1, 2013, the  
8 parties reached an agreement in principle to settle the Litigation and executed a Memorandum of  
9 Understanding ("MOU"), the terms of which were set forth in a Stipulation of Settlement executed  
10 by the Settling Parties and OCZ as of November 22, 2013 ("Former Stipulation of Settlement").

11 On November 26, 2013, the Lead Plaintiffs filed a notice of voluntary dismissal with  
12 prejudice as to OCZ pursuant to F.R.C.P. 41(a). Also on November 26, 2013, the Lead Plaintiffs  
13 filed a motion with this Court seeking preliminary approval of the aforesaid Former Stipulation of  
14 Settlement. A hearing on the preliminary approval motion was scheduled for January 9, 2014,  
15 with this Court, but the proceedings in this case were stayed as a result of OCZ's Chapter 11 filing  
16 on December 2, 2013.

17 On March 13, 2014, the Bankruptcy Court issued an Order lifting the automatic stay for  
18 cause to the extent necessary to allow Liberty Insurance Underwriters, Berkley Insurance  
19 Company, Hudson Insurance Company, AXIS Insurance Company, and Allied World Assurance  
20 Company (U.S.) Inc. to advance and/or reimburse defense costs and/or other loss (including any  
21 settlement amounts and/or judgments) in accordance with and subject to the terms and conditions  
22 of certain directors and officers liability insurance policies (the "D&O Policies") and to allow  
23 Defendants Ryan Petersen and Arthur F. Knapp, among others, to pursue their rights under the  
24 D&O Policies (together with any amendments to or modifications of such order, the "Comfort  
25 Order").

26 On September 11, 2014, Lead Plaintiffs filed a motion with this Court seeking preliminary  
27 approval of the aforesaid Former Stipulation of Settlement. On September 25, 2014, the  
28 Liquidation Trustee overseeing the liquidation of OCZ objected to the motion. On October 16,  
2014, the Liquidation Trustee filed a motion in the United States Bankruptcy Court, District of  
Delaware (the "Bankruptcy Court"), seeking to stay the settlement proceedings in this Court. The

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3 Lead Plaintiffs opposed the Liquidation Trustee's motion. The Bankruptcy Court granted the  
4 Liquidation Trustee's motion to stay the settlement proceedings, and issued a stay. On March 10,  
5 2015, the stay expired. On March 11, 2015, the Lead Plaintiffs requested the Court to reschedule  
6 the hearing for preliminary approval. On April 9, 2015, the parties appeared before the Court and,  
7 at that time, received provisional preliminary approval of the Former Stipulation of Settlement.  
8 Pursuant to the Court's April 9, 2015 Order, preliminary approval of the settlement was condition  
9 upon the parties submitting a revised Stipulation of Settlement, Notice of Settlement, Proof of  
10 Claim and Release, and Summary Notice documents, along with a revised proposed order granting  
11 preliminary approval, reflecting certain directives issued during the April 9, 2015 hearing.

## 12 **II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT**

13 Plaintiffs believe that the claims asserted in the action have merit and that the evidence  
14 developed to date supports the claims. However, Plaintiffs and their counsel recognize and  
15 acknowledge the expense and length of continued proceedings necessary to prosecute the action  
16 against Defendants through trial and through appeals. Plaintiffs and their counsel also have taken  
17 into account the uncertain outcome and the risk of any litigation, especially in complex actions  
18 such as this action, as well as the difficulties and delays inherent in such litigation. Plaintiffs and  
19 their counsel also are mindful of the inherent problems of proof, and possible defenses to the  
20 securities law violations asserted in the action. Plaintiffs and their counsel believe that the  
21 settlement set forth in the Stipulation confers substantial benefits upon the Settlement Class.  
22 Based on their evaluation, Plaintiffs and their counsel have determined that the settlement set forth  
23 in the Stipulation is in the best interests of Plaintiffs and the Settlement Class.

## 24 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

25 Defendants have denied and continue to deny each and all of the claims alleged by  
26 Plaintiffs in the Litigation. Defendants deny all charges of wrongdoing or liability against them  
27 arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been  
28 alleged, in the Litigation. Defendants also have denied and continue to deny, among other things,  
the allegations that the Plaintiffs or the Settlement Class have suffered damages and that the  
Plaintiffs or the Settlement Class were harmed by the conduct alleged in the Complaint or its

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3 predecessor complaints. Nonetheless, Defendants have agreed to enter into the Settlement to  
4 avoid the expense, distraction, and time associated with continuing the Litigation. Defendants  
5 have concluded that further conduct of the Litigation would be protracted and expensive and that it  
6 is desirable that the Litigation be fully and finally settled in the manner and upon the terms and  
7 conditions set forth in this Stipulation. Defendants also have taken into account the uncertainty  
8 and risks inherent in any litigation, especially in complex cases such as this Litigation.

9 Defendants have, therefore, determined that it is desirable and beneficial to them that the  
10 Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

#### 11 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

12 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the  
13 Plaintiffs, acting on behalf of themselves and all Settlement Class Members, and Defendants, by  
14 and through their respective counsel or attorneys of record, that, subject to the approval of the  
15 Court pursuant to Federal Rule of Civil Procedure 23(e), the Litigation, the Released Claims, and  
16 all matters encompassed within the scope of the releases set forth or referenced in this Stipulation  
17 shall be finally, fully, and forever compromised, settled, and released, and the Litigation shall be  
18 dismissed with prejudice as to all Released Persons, upon and subject to the terms and conditions  
19 of the Stipulation, as follows:

#### 20 **DEFINITIONS**

21 As used in this Stipulation, the following terms have the meanings specified below:

22 1.1 “Authorized Claimant” means any Settlement Class Member whose claim for  
23 recovery has been allowed pursuant to the terms of the Stipulation.

24 1.2 “Claimant” means any Settlement Class Member who files a Proof of Claim and  
25 Release in such form and manner, and within such time, as the Court shall prescribe.

26 1.3 “Claims Administrator” means Epiq Class Action & Claims Solutions, Inc.

27 1.4 “Complaint” means the Consolidated Amended Class Action Complaint for  
28 Violation of Federal Securities Laws, filed in the Litigation on March 5, 2013, Docket No. 38.

1.5 “Counsel for the Settlement Class” means Levi & Korsinsky LLP, Brower Piven,  
and Punzalan Law, P.C.

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3 1.6 “Court” means the United States District Court for the Northern District of  
4 California.

5 1.7 “Defendants” mean Ryan M. Petersen and Arthur F. Knapp, Jr.

6 1.8 “Effective Date” means the first date by which all of the events and conditions  
7 specified in ¶ 8.1 of the Stipulation have been met and have occurred.

8 1.9 “Escrow Account” means the interest-bearing account controlled by the Escrow  
9 Agent.

10 1.10 “Escrow Agent” means Epiq Systems, Inc.

11 1.11 “Final” means when the last of the following with respect to the Judgment  
12 approving the Stipulation, substantially in the form of Exhibit B attached hereto, shall occur:

13 (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of  
14 Civil Procedure 59(e) has passed without any such motion having been filed, or if such a motion is  
15 filed, an order denying such motion; (ii) the expiration of the time in which to appeal the  
16 Judgment has passed without any appeal having been noticed or taken; and (iii) if any appeal is  
17 taken, immediately after (a) the date of final dismissal of any appeal from the Judgment or the  
18 final dismissal of any proceeding on certiorari to review the Judgment, or (b) the date of final  
19 affirmance on appeal of the Judgment, the expiration of time for any further judicial review,  
20 whether, by appeal, reconsideration, or a petition for writ of certiorari and if, certiorari is granted,  
21 the date of final affirmance of the Judgment following review pursuant to such grant. For  
22 purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other  
23 writ that may be filed in connection with approval or disapproval of this Settlement, but shall not  
24 include any appeal that concerns only the issue of attorneys’ fees and/or expenses, the Plan of  
25 Allocation of the Settlement Fund, or the procedures for determining Authorized Claimants’  
26 recognized claims; any proceeding or appeal pertaining solely to one or more of these excluded  
27 issues shall not in any way delay or affect the time set forth above for the Judgment to become  
28 Final, or otherwise preclude the Judgment from becoming Final.

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3 1.12 “Final Approval Hearing” means the hearing to determine whether the proposed  
4 Settlement embodied by this Stipulation is fair, reasonable, and adequate to the Settlement Class,  
5 and whether the Court should enter a Judgment approving the proposed Settlement.

6 1.13 “OCZ” means OCZ Technology Group, Inc.

7 1.14 “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be  
8 rendered by the Court, in the form attached hereto as Exhibit B, or such other substantially similar  
9 form agreed to by the Settling Parties.

10 1.15 “Lead Counsel” means Levi & Korsinsky LLP.

11 1.16 “Lead Plaintiffs” and/or “Plaintiffs” mean the OCZ Investor Group, comprised of  
12 Leo Jegen, Vincent M. Monnier, Shih Leng Tan, and Len C. Villacres, appointed as Lead  
13 Plaintiffs by order of the Court dated January 4, 2013.

14 1.17 “Net Settlement Fund” means the Settlement Fund less (i) any Court-awarded  
15 attorneys’ fees, costs, and expenses; (ii) any Court-approved award to Plaintiffs; (iii) notice and  
16 administration costs; (iv) Taxes and Tax Expenses; and (v) other Court-approved deductions that  
17 occur before distribution of the proceeds of the Settlement Fund to the Settlement Class.

18 1.18 “Notice” shall mean the Notice of Pendency and Proposed Settlement of Class  
19 Action, in the form annexed hereto as Exhibit A-1 to the Preliminary Approval Order, or such  
20 other substantially similar form agreed to by the Settling Parties.

21 1.19 “Person” means a natural person, individual, corporation, partnership, limited  
22 partnership, association, joint stock company, joint venture, limited liability company,  
23 professional corporation, estate, legal representative, trust, unincorporated association,  
24 government or any political subdivision or agency thereof, and any business or legal entity and  
25 their spouses, heirs, predecessors, successors, representatives or assignees.

26 1.20 “Plaintiffs” means Leo Jegen, Vincent M. Monnier, Shih Leng Tan, and Len C.  
27 Villacres.

28 1.21 “Plaintiffs’ Counsel” means Lead Counsel and Counsel for the Settlement Class.

1.22 “Plan of Allocation” means a plan or formula of allocation of the Settlement Fund  
whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of

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3 expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such  
4 attorneys' fees, costs, expenses, and interest as may be awarded by the Court. Any Plan of  
5 Allocation is not part of the Stipulation, and Defendants and their Related Persons shall have no  
6 responsibility therefore or liability with respect thereto.

7 1.23 "Preliminary Approval Order" means the [Proposed] Order Granting Preliminary  
8 Approval of Settlement and Directing Dissemination of Notice to Settlement Class, in the form  
9 annexed hereto as Exhibit A, or such other substantially similar form agreed to by the Settling  
10 Parties, as entered by the Court.

11 1.24 "Related Persons" means each of OCZ's and Defendant's past or present directors,  
12 officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders,  
13 attorneys, accountants, auditors, underwriters, investment advisors, personal or legal  
14 representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns,  
15 spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, any entity  
16 in which a Defendant has a controlling interest, any member of a Defendant's immediate family,  
17 any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any  
18 member of a Defendant's immediate family, and any entity in which OCZ or a Defendant and/or  
19 any member of a Defendant's immediate family has or have a controlling interest.

20 1.25 "Released Claims" means any and all claims (including Unknown Claims as  
21 defined in ¶ 1.41 hereof), demands, rights, liabilities, and causes of action of every nature and  
22 description whatsoever (including, but not limited to, any claims for damages, restitution,  
23 rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or  
24 liability whatsoever), whether based on federal, state, local, statutory or common law or any other  
25 law, rule or regulation, whether known or unknown, contingent or absolute, mature or immature,  
26 discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, which  
27 now exist, or heretofore have existed, asserted or that could have been asserted by the Plaintiffs or  
28 any Settlement Class Member against the Defendants and/or OCZ and their respective Related  
Persons based upon, arising out of, or relating in any way to: (a) the allegations, matters, facts,  
transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which



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3 were or could have been alleged in the Litigation, or (b) the purchase, acquisition, disposition, sale  
4 or retention of OCZ securities by the Plaintiffs or any Settlement Class Member during the  
5 Settlement Class Period. Expressly excluded from Released Claims are the matters set forth in  
6 paragraph 5.5 of this Stipulation.

7 1.26 “Released Persons” means each and all of the Defendants and OCZ and their  
8 Related Persons.

9 1.27 “Settlement” means the settlement between Plaintiffs, on behalf of themselves and  
10 the Settlement Class Members, and the Defendants on the terms set forth in this Stipulation.

11 1.28 “Settlement Class,” “Settlement Class Member(s),” or “Members of the Settlement  
12 Class” mean all Persons who purchased or otherwise acquired OCZ common stock and/or call  
13 options during the period between July 6, 2011 and January 22, 2013, inclusive. Excluded from  
14 the Settlement Class are Defendants, members of the Defendants’ immediate families, officers,  
15 directors, and subsidiaries of OCZ, any firm, entity, or corporation in which any Defendant and/or  
16 any member(s) of a Defendant’s immediate family has or have a controlling interest, any trust of  
17 which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a  
18 Defendant’s immediate family, and the legal representatives, heirs, or successors-in-interest of  
19 Defendants. Also excluded from the Settlement Class are those Persons who timely and validly  
20 request exclusion from the Settlement Class pursuant to the Notice of Pendency and Proposed  
21 Settlement of Class Action.

22 1.29 “Settlement Class Period” means the period between July 6, 2011 and January 22,  
23 2013, inclusive.

24 1.30 “Settlement Fund” means the principal amount of Seven Million Five Hundred  
25 Thousand Dollars (\$7,500,000), plus any accrued interest earned thereon.

26 1.31 “Settling Parties” means, collectively, the Defendants and the Plaintiffs on behalf  
27 of themselves and the Settlement Class Members.

28 1.32 “Stipulation” means this Stipulation of Settlement, including the recitals and  
Exhibits hereto, each of which is incorporated by reference as though set forth in the Stipulation  
itself.

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3 1.33 “Summary Notice” means the summary notice describing the Settlement of the  
4 Litigation and the hearing on the Settlement, in the form annexed hereto as Exhibit A-3 to the  
5 Preliminary Approval Order, or such other substantially similar form agreed to by the Settling  
6 Parties.

7 1.34 “Supplemental Agreement” means the agreement described in ¶ 8.3.

8 1.35 “Taxes” means all taxes (including any estimated taxes, interest or penalties)  
9 arising with respect to the income earned by the Settlement Fund.

10 1.36 “Tax Expenses” means any tax-related expenses and costs incurred in connection  
11 with the calculation and payment of taxes or the preparation of tax returns and related documents  
12 including, without limitation, expenses of tax attorneys and/or accountants and mailing and  
13 distribution costs and expenses relating to filing (or failing to file) the returns described in ¶ 2.8.

14 1.37 “Unknown Claims” means any claims that the Plaintiffs or any Settlement Class  
15 Member does not know or suspect to exist in his, her or its favor at the time of the release of the  
16 Released Persons which, if known by him, her or it, would or might have affected his, her or its  
17 settlement with and release of the Released Persons, or would or might have affected his, her or its  
18 decisions with respect to this Settlement. Plaintiffs and Settlement Class Members may hereafter  
19 discover facts in addition to or different from those which he, she or it now knows or believes to  
20 be true with respect to the subject matter of the Released Claims, but Plaintiffs upon the Effective  
21 Date shall expressly, fully, finally and forever settle and release, and each Settlement Class  
22 Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall  
23 have, fully, finally, and forever settled and released any and all Released Claims, known or  
24 unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or  
25 hidden, which now exist, or heretofore have existed, upon any theory of law or equity now  
26 existing or coming into existence in the future, including, but not limited to, conduct that is  
27 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard  
28 to the subsequent discovery or existence of such different or additional facts. With respect to any  
and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date,  
Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to

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3 have waived, and by operation of the Judgment shall have waived, the provisions, rights, and  
4 benefits of California Civil Code Section 1542, which provides:

5 **A general release does not extend to claims which the creditor**  
6 **does not know or suspect to exist in his or her favor at the time**  
7 **of executing the release in IN RE OCZ TECHNOLOGY**  
8 **GROUP, INC. SECURITIES LITIGATION, CASE NO. 12-CV-**  
9 **05265-RS, which if known by him or her must have materially**  
10 **affected his or her settlement with the debtor.**

11 Plaintiffs shall expressly waive and relinquish, and each of the Settlement Class Members  
12 shall be deemed to have, and by operation of the Judgment shall have, expressly waived and  
13 relinquished any and all provisions, rights, and benefits conferred by any law of any state or  
14 territory of the United States, or principle of common law, which is similar, comparable or  
15 equivalent to California Civil Code Section 1542. Plaintiffs acknowledge, and the Settlement  
16 Class Members shall be deemed by operation of the Judgment to have acknowledged, that the  
17 inclusion of Unknown Claims in the definition of Released Claims and the foregoing waiver were  
18 separately bargained for and a key element of the Settlement of which this release is a material and  
19 essential part.

## 20 THE SETTLEMENT

### 21 *The Settlement Fund*

22 2.1 In consideration of the terms of this Stipulation, Defendants' Insurers ("Insurers")  
23 shall cause certain payment(s) to be made to the Settlement Class, as set forth below, in full  
24 settlement of all Released Claims against the Released Persons subject to and consistent with the  
25 terms of the Comfort Order. To enable timely payment, Plaintiffs' Counsel shall provide  
26 Defendants' counsel and/or Insurers with wire instructions and a W-9.

27 a. Concurrently with the execution of this Stipulation of Settlement by the  
28 Settling Parties, Plaintiffs shall dismiss the Complaint against OCZ with prejudice.

b. Within thirty (30) days of the entry of the Preliminary Approval Order  
granting preliminary approval of the Settlement or within thirty (30) days of provision of wire  
instructions and a W-9 by Plaintiffs' Counsel pursuant to ¶ 2.1 above (whichever date is later), the

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3 sum of \$7,500,000 (Seven Million Five Hundred Thousand Dollars) shall be deposited by Insurers  
4 into the Settlement Fund subject to and consistent with the terms of the Comfort Order;

5       2.2     Subject to ¶¶ 2.9 and 6.1 below, the payments described in ¶ 2.1 are the only  
6 payments to be made by or on behalf of Defendants in connection with this Settlement. Subject to  
7 ¶¶ 2.9, 6.2 and 7.1-7.6 below, all fees, costs, and expenses incurred by or on behalf of the  
8 Plaintiffs and the Settlement Class associated with this Settlement, including, but not limited to,  
9 Taxes, Tax Expenses, any administrative costs and costs of providing notice of the Settlement to  
10 Settlement Class Members, and any award of attorneys' fees and expenses of Lead Counsel shall  
11 be paid from the Settlement Fund, and in no event shall Defendants and/or OCZ or their Related  
12 Persons bear any additional responsibility or liability for any such fees, costs, or expenses.

13           ***The Escrow Agent***

14       2.3     The Escrow Agent shall invest the Settlement Amount(s) deposited pursuant to  
15 ¶ 2.1 hereof in short term United States agency or other Treasury securities or other instruments  
16 backed by the full faith and credit of the United States Government or fully insured by the United  
17 States Government or an agency thereof and shall reinvest the proceeds of these instruments as  
18 they mature in similar instruments at their then-current market rates. All risks related to the  
19 investment of the Settlement Fund shall be borne by the Escrow Agent, and the Released Persons  
20 shall have no responsibility for, interest in, or liability whatsoever with respect to investment  
21 decisions or the actions of the Escrow Agent, and the Escrow Agent shall indemnify the Released  
22 Persons and hold them harmless from and against any losses related to investment of the  
23 Settlement Fund.

24       2.4     The Escrow Agent shall not disburse the Settlement Fund except as provided in the  
25 Stipulation or by an order of the Court.

26       2.5     Subject to further order and/or directions as may be made by the Court, or as  
27 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are  
28 consistent with the terms of the Stipulation.

      2.6     All funds held by 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

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3 as such funds shall be distributed or returned pursuant to this Stipulation and/or further order(s) of  
4 the Court.

5           2.7     Without further order of the Court, the Settlement Fund may be used by Plaintiffs'  
6 Counsel to pay reasonable costs and expenses reasonably incurred in connection with providing  
7 notice to the Settlement Class, locating Settlement Class Members, assisting with the filing of  
8 claims, administering and distributing the Net Settlement Fund to Authorized Claimants,  
9 processing Proof of Claim and Release forms, and paying escrow fees and costs, if any. If the  
10 Effective Date does not occur, the Settlement Fund will be returned to Defendants and their  
11 Insurers, less the costs or expenses incurred in connection with providing notice to the Settlement  
12 Class and administering the Settlement. In no event shall the Released Persons have any  
13 responsibility for or liability for the administration of the Settlement Fund.

14           ***Taxes***

15           2.8     (a)     The Settling Parties and the Escrow Agent agree to treat the Settlement  
16 Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg.  
17 §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or  
18 advisable to carry out the provisions of this ¶ 2.8, including the “relation-back election” (as  
19 defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be  
20 made in compliance with the procedures and requirements contained in such regulations. It shall  
21 be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary  
22 documentation for signature by all necessary parties, and thereafter to cause the appropriate filing  
23 to occur.

24           (b)     For the purpose of §1.468B of the Internal Revenue Code of 1986, as  
25 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow  
26 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns  
27 necessary or advisable with respect to the Settlement Fund (including, without limitation, the  
28 returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in  
¶ 2.8(a) hereof) shall be consistent with this ¶ 2.8 and in all events shall reflect that all Taxes

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3 (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund  
4 shall be paid out of the Settlement Fund as provided in ¶ 2.8(c) hereof.

5 (c) All Taxes and Tax Expenses shall be paid out of the Settlement Fund; in no  
6 event shall the Released Persons or their counsel have any responsibility for, or liability  
7 whatsoever with respect to, the Taxes or the Tax Expenses. The Escrow Agent, through the  
8 Settlement Fund, shall indemnify and hold each of the Released Persons harmless for any Taxes  
9 and Tax Expenses (including, without limitation, Taxes payable by reason of any such  
10 indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a  
11 cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of  
12 the Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized  
13 (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized  
14 Claimants any funds necessary to pay such amounts, including the establishment of adequate  
15 reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be  
16 withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Released Persons, their counsel, or their  
17 insurers are responsible, nor shall they have any liability, with respect to any Taxes or Tax  
18 Expenses. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax  
19 attorneys and accountants to the extent reasonably necessary to carry out the provisions of this  
20 paragraph.

21 ***Termination of the Settlement***

22 2.9 In the event that the Stipulation is not approved, or is terminated, canceled, or fails  
23 to become effective for any reason (*see infra* ¶¶ 8.1-8.6), the Settlement Amount, including  
24 accrued interest, less any expenses and taxes paid, incurred or due and owing in connection with  
25 notice and administration of the Settlement shall be refunded to such Persons that paid the  
26 Settlement Amount(s) pursuant to written instructions from Defendants' counsel to the Escrow  
27 Agent in accordance with Paragraph 8.4 herein.

28 **PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL HEARING**

3.1 Promptly after execution of the Stipulation, Plaintiffs' Counsel shall submit the  
Stipulation together with its Exhibits to the Court, and Plaintiffs' Counsel shall apply for entry of

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3 the Preliminary Approval Order, substantially in the form of Exhibit A attached hereto, requesting,  
4 among other things, the preliminary approval of the Settlement set forth in the Stipulation, and  
5 approval for mailing the Notice, in the form of Exhibit A-1 attached hereto, or such other  
6 substantially similar form agreed to by the Settling Parties, and publication of the Summary  
7 Notice, in the form of Exhibit A-3 attached hereto, or such other substantially similar form agreed  
8 to by the Settling Parties.

9           3.2     Plaintiffs' Counsel shall request that after notice is given, the Court hold a Final  
10 Approval Hearing to consider and determine whether to approve the Settlement pursuant to the  
11 terms of this Stipulation as fair, reasonable, and adequate, and whether the Judgment, substantially  
12 in the form of Exhibit B attached hereto, should be entered approving the Settlement as set forth  
13 herein and dismissing the Litigation with prejudice. At or after the Final Approval Hearing,  
14 Plaintiffs' Counsel also will request that the Court approve the proposed Plan of Allocation and  
15 the Fee and Expense Application.

#### 16                           **CERTIFICATION OF THE SETTLEMENT CLASS**

17           4.1     Solely for purposes of this Settlement, and subject to approval by the Court, the  
18 Settling Parties agree that the Settlement Class shall be certified and Plaintiffs and Lead Counsel  
19 shall be appointed as representatives of the Settlement Class pursuant to Federal Rule of Civil  
20 Procedure 23, as set forth in the Preliminary Approval Order. For settlement purposes only, and  
21 for no other purpose than as set forth in and to effectuate this Stipulation, Defendants will not  
22 object to such certification on the terms set forth in this Stipulation. If the Settlement Class is not  
23 certified, the Litigation will, for all purposes with respect to the Settling Parties, revert to its status  
24 as of the day immediately preceding the execution of the MOU. In such event, (i) Defendants will  
25 not be deemed to have consented to the certification of any class, (ii) the Stipulation concerning  
26 the class definition or class certification shall not be used as evidence or in an argument in support  
27 of class definition or class certification, and (iii) Defendants will retain all rights to oppose class  
28 certification.

**RELEASES**

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4 5.1 The satisfaction of the obligations incurred pursuant to this Stipulation shall be in  
5 full and final disposition of the Litigation and any and all Released Claims.

6 5.2 Upon the Effective Date, Plaintiffs, and each and every Settlement Class Member  
7 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever  
8 released, relinquished, discharged, and dismissed all Released Claims (including Unknown  
9 Claims) against the Released Persons, whether or not such Settlement Class Member executes and  
10 delivers a Proof of Claim and Release form, and whether or not such Settlement Class Member  
11 shares in the Settlement Fund.

12 5.3 Upon the Effective Date, Plaintiffs and all Settlement Class Members and anyone  
13 claiming through or on behalf of any of them, are forever barred and enjoined from commencing,  
14 instituting, or continuing to prosecute any action or proceeding in any court of law or equity,  
15 arbitration tribunal, administrative forum, or other forum of any kind, asserting any of the  
16 Released Claims (including Unknown Claims) against any of the Released Persons, provided,  
17 however, that nothing herein shall in any way restrict or impair the rights of any Settling Party to  
18 enforce the terms of the Stipulation and Settlement.

19 5.4 Upon the Effective Date, Defendants shall be deemed to have, and by operation of  
20 the Judgment shall have, fully, finally, and forever released, relinquished, and discharged  
21 Plaintiffs, the Settlement Class Members, and Plaintiffs' Counsel from all claims (including  
22 Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution,  
23 assertion, settlement or resolution of the Litigation or the Released Claims, provided, however,  
24 that nothing herein shall in any way restrict or impair the rights of any Settling Party to enforce the  
25 terms of the Stipulation and Settlement.

26 5.5 Nothing in this Stipulation constitutes or reflects a waiver or release of any rights  
27 or claims of Defendants with respect to their Insurers and/or the Insurers' Related Persons,  
28 including, but not limited to, any rights or claims under any directors' and officers' liability  
insurance or other applicable insurance coverage maintained by OCZ.



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3 **ADMINISTRATION AND CALCULATION OF CLAIMS AND SUPERVISION**  
4 **AND DISTRIBUTION OF SETTLEMENT FUND**

5 6.1 The Claims Administrator, subject to such supervision and direction of Plaintiffs'  
6 Counsel and the Court as may be necessary or as circumstances may require, shall administer and  
7 calculate the claims submitted by Settlement Class Members and shall oversee distribution of the  
8 Net Settlement Fund to Authorized Claimants.

9 6.2 The Settlement Fund shall be applied as follows:

10 (a) to pay the fees and expenses reasonably and actually incurred in connection  
11 with providing notice, including:

12 i. Printing and mailing of the Notice and Proof of Claim and Release  
13 to the Settlement Class;

14 ii. Publication of the Summary Notice;

15 iii. The Claims Administrator's costs and fees for services performed in  
16 connection with the administration of the Settlement contemplated by this Stipulation;

17 iv. Costs to reimburse brokers or nominees in connection with  
18 dissemination of the Notice to the Class;

19 v. Fees and expenses reasonably and actually incurred in locating  
20 Settlement Class Members;

21 (b) to pay the fees and expenses reasonably and actually incurred in connection  
22 with assisting with the filing of claims, administering and distributing the Net Settlement Fund to  
23 Authorized Claimants, and processing Proofs of Claim;

24 (c) to pay escrow fees and costs, if any;

25 (d) to pay Taxes and Tax Expenses;

26 (e) after the Judgment is Final, to pay Plaintiffs' Counsel's attorneys' fees and  
27 expenses if and to the extent allowed by the Court (the "Fee and Expense Award"); and

28 (f) after the Effective Date, to distribute the balance of the Net Settlement Fund  
to Authorized Claimants as allowed by the Stipulation and Plan of Allocation, as approved by the  
Court.

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3           6.3     After the Effective Date, and in accordance with the terms of the Stipulation, the  
4 Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary  
5 or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized  
6 Claimants, subject to and in accordance with the following. Within ninety (90) days after the  
7 mailing of the Notice or such other time as may be set by the Court, each Person claiming to be an  
8 Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of  
9 Claim and Release, substantially in the form of Exhibit A-2 attached hereto, signed under penalty  
10 of perjury and supported by such documents as are specified in the Proof of Claim. All Proofs of  
11 Claim must be submitted by the date specified in the Notice, unless such period is extended by the  
12 Court.

13           6.4     Except as otherwise ordered by the Court, all Settlement Class Members who fail  
14 to timely submit a Proof of Claim within such period, or such other period as may be ordered by  
15 the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to  
16 the Settlement, but will in all other respects be subject to and bound by the provisions of the  
17 Stipulation, the releases contained herein, and the Judgment. Notwithstanding the foregoing,  
18 Plaintiffs' Counsel shall have the discretion to accept late-submitted claims so long as distribution  
19 of the Net Settlement Fund is not materially delayed thereby.

20           6.5     The Net Settlement Fund shall be distributed to Authorized Claimants substantially  
21 in accordance with a Plan of Allocation set forth in the Notice and approved by the Court. If there  
22 is any balance remaining in the Net Settlement Fund after six (6) months from the date of  
23 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or  
24 otherwise), Plaintiffs' Counsel shall, if feasible, reallocate such balance among Authorized  
25 Claimants in an equitable and economic fashion. Thereafter, any balance which still remains in  
26 the Net Settlement Fund shall be, subject to the payment of any additional previously  
27 unreimbursed fees, costs, and expenses related to the administration of the Settlement, donated to  
28 an appropriate, non-profit 501(c)(3) charitable organization as determined by Plaintiffs' Counsel.

          6.6     Defendants and Defendants' counsel shall have no role in, responsibility for,  
interest in, or liability with respect to any of the following: (a) any act, omission, or determination

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3 of Plaintiffs' Counsel, the Escrow Agent, or the Claims Administrator, or any of their respective  
4 designees or agents, in connection with administering the Settlement; (b) the management,  
5 investment or distribution of the Settlement Fund; (c) the Plan of Allocation; (d) the review,  
6 determination, administration, calculation, or payment of any claims asserted against the  
7 Settlement Fund; (e) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or  
8 (f) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the  
9 taxation of the Settlement Fund or filing of any returns. No Person shall have any claim of any  
10 kind against the Released Persons with respect to the administration, investment, distribution,  
11 and/or supervision of the Settlement Fund, and Plaintiffs, the Settlement Class Members, and  
12 Plaintiffs' Counsel release Defendants and Defendants' counsel from any and all liability arising  
13 from or with respect to the administration, investment, distribution, and/or supervision of the  
14 Settlement Fund.

15           6.7     It is understood and agreed by the Settling Parties that any proposed Plan of  
16 Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an  
17 Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be  
18 considered by the Court separately from the Court's consideration of the fairness, reasonableness,  
19 and adequacy of the Settlement set forth in this Stipulation. It is further understood and agreed by  
20 the Settling Parties that any order or proceeding relating to the Plan of Allocation shall not operate  
21 to terminate or cancel this Stipulation or affect or delay the finality of the Court's Judgment  
22 approving this Stipulation and the Settlement set forth herein (including the releases contained  
23 herein), or any other orders entered pursuant to this Stipulation.

24                   **PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND EXPENSES**

25           7.1     Plaintiffs' Counsel may submit an application or applications (the "Fee and  
26 Expense Application") for an award of attorneys' fees not to exceed 25 % of the Settlement  
27 Amount, plus expenses incurred in connection with prosecuting the Litigation, plus any interest on  
28 such attorneys' fees and expenses at the same rate and for the same time periods as earned by the  
Settlement Fund (until paid), as may be awarded by the Court. Plaintiffs' Counsel reserve the  
right to make additional applications for fees and expenses incurred in connection with the

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3 preservation of the Settlement Fund and/or the administration of the Settlement. Defendants shall  
4 take no position with respect to Plaintiffs' Counsel's Fee and Expense Application.

5       7.2     The Fee and Expense Award, if and to the extent allowed by the Court, shall be  
6 available for distribution to Plaintiffs' Counsel after entry of an order by the Court awarding such  
7 fees and expenses, in accordance with ¶ 6.2.

8       7.3     In the event that the Effective Date does not occur, or the Judgment or the order  
9 making the Fee and Expense Award is reversed or modified, or the Stipulation is canceled or  
10 terminated for any other reason, and in the event that the Fee and Expense Award has been paid to  
11 any extent, then Plaintiffs' Counsel shall within five (5) business days from receiving notice from  
12 Defendants' counsel or from a court of appropriate jurisdiction, refund (less the deductions  
13 provided in ¶¶ 2.7 and 2.8) to the Settlement Fund the fees and expenses previously paid to  
14 Plaintiffs' Counsel from the Settlement Fund, plus interest thereon at the same rate as earned by  
15 the Settlement Fund in an amount consistent with such reversal or modification. Plaintiffs'  
16 Counsel receiving fees and expenses, agree as a condition of receiving such fees and expenses,  
17 that they are subject to the jurisdiction of the Court for the purpose of enforcing this paragraph.

18       7.4     The procedure for and the allowance or disallowance by the Court of any  
19 applications by Plaintiffs' Counsel for attorneys' fees and expenses, to be paid out of the  
20 Settlement Fund, are not part of the Settlement set forth in this Stipulation, and are to be  
21 considered by the Court separately from the Court's consideration of the fairness, reasonableness,  
22 and adequacy of the Settlement set forth in this Stipulation, and any order or proceeding relating to  
23 the Fee and Expense Application, or any appeal from any order relating thereto or reversal or  
24 modification thereof, shall not operate to terminate or cancel this Stipulation, or affect or delay the  
25 finality of the Judgment approving the Stipulation and the Settlement of the Litigation set forth  
26 herein.

27       7.5     The Released Persons shall have no responsibility for, or liability with respect to,  
28 the payment of any Fee and Expense Award to Plaintiffs' Counsel out of the Settlement Fund.

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3       7.6     The Released Persons shall have no responsibility for the allocation among  
4 Plaintiffs' Counsel and/or any other Person who may assert some claim thereto, and the Released  
5 Persons take no position with respect to such matters.

6                   **CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL,**

7                                   **CANCELLATION OR TERMINATION**

8       8.1     The Effective Date of this Stipulation shall be the date when all of the following  
9 shall have occurred and is conditioned on the occurrence of all of the following events:

10                   (a)     The Court has entered the Preliminary Approval Order as described in ¶ 3.1  
11 hereof;

12                   (b)     Defendants' Insurers have paid or caused to be paid into the Escrow  
13 Account the amount(s) set forth in ¶ 2.1;

14                   (c)     Defendants have not exercised their option to terminate the Settlement  
15 pursuant to ¶ 8.3 hereof;

16                   (d)     The Court has entered the Judgment, substantially in the form of Exhibit B  
17 attached hereto, or such other substantially similar form agreed to by the Settling Parties; and

18                   (e)     The Judgment has become Final, as defined in ¶ 1.12 hereof.

19       8.2     Upon the occurrence of all of the events referenced in ¶ 8.1 hereof, any and all  
20 remaining interest or right of Defendants or their insurers in or to the Settlement Fund, if any, shall  
21 be absolutely and forever extinguished. If all of the conditions specified in ¶ 8.1 hereof are not  
22 met, then the Stipulation shall be canceled and terminated subject to ¶ 8.5 hereof unless Plaintiffs'  
23 Counsel and counsel for Defendants mutually agree in writing to otherwise proceed with the  
24 Stipulation.

25       8.3     Defendants shall have the option in their sole discretion to terminate the Settlement  
26 in the event that Persons who purchased more than 3% of shares of OCZ common stock during the  
27 Settlement Class Period choose to exclude themselves from the Settlement Class ("Opt-Out  
28 Threshold"), as set forth in a separate agreement (the "Supplemental Agreement") executed  
between Plaintiffs' Counsel and Defendants' counsel, which is incorporated by reference into this  
Stipulation. The Supplemental Agreement will not be filed with the Court unless requested by the

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3 Court or unless a dispute among the Settling Parties concerning its interpretation or application  
4 arises and in that event, the parties shall request that the Supplemental Agreement be filed and  
5 maintained under seal. In the event of a termination of this Settlement pursuant to the  
6 Supplemental Agreement, this Stipulation shall become null and void and of no further force and  
7 effect.

8           8.4     Unless otherwise ordered by the Court, in the event the Stipulation shall terminate,  
9 or be canceled, or the Effective Date shall not occur for any reason, then within ten (10) business  
10 days after written notification of such event is sent by counsel for Defendants or Plaintiffs'  
11 Counsel to the Escrow Agent, the Settlement Fund (including accrued interest), less any expenses  
12 and costs reasonably and actually incurred pursuant to ¶ 2.7 and Taxes and Tax Expenses that  
13 have been paid pursuant to ¶ 2.8 hereof, shall be refunded by Plaintiffs' Counsel to the entity or  
14 entities that provided the funds, based on their *pro rata* contribution to the Settlement Fund, as  
15 indicated in writing to Plaintiffs' Counsel and the Escrow Agent by Defendants' counsel. The  
16 Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and pay  
17 the proceeds, after deduction of any fees or expenses incurred in connection with such  
18 application(s) for refund, in a similar *pro rata* manner, pursuant to written instructions from  
19 Defendants' counsel.

20           8.5     In the event that the Stipulation is not approved by the Court or the Settlement set  
21 forth in the Stipulation is terminated or fails to become effective for any reason, the Settling  
22 Parties shall be deemed to have reverted to their respective status and litigation positions in the  
23 Litigation as of the date and time immediately prior to the execution of the MOU. In such event,  
24 the terms and provisions of the Stipulation, with the exception of ¶¶ 2.7-2.9, 8.3-8.4, 8.6, and 9.4-  
25 9.6 hereof, shall have no further force and effect with respect to the Settling Parties and shall not  
26 be used in this Litigation or in any other proceeding for any purpose, and any judgment or order  
27 entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated,  
28 *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the  
Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and  
interest awarded by the Court shall constitute grounds for cancellation or termination of the



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3 performed or document signed in connection with the Settlement, shall not, in this or any other  
4 court, administrative agency, arbitration forum, or other tribunal, constitute an admission of, or  
5 evidence of, or be deemed to create any inference of: (i) any acts of wrongdoing or lack thereof;  
6 (ii) any liability on the part of any of the Defendants or the Released Persons to Plaintiffs, the  
7 Settlement Class, or anyone else; (iii) any deficiency of any claim or defense that has been or  
8 could have been asserted in the Litigation; or (iv) any damages, or lack of damages, suffered by  
9 Plaintiffs, the Settlement Class, or anyone else.

10           9.5     Neither the Stipulation nor the Settlement contained herein, nor any act performed  
11 or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or  
12 may be deemed to be or may be used as an admission of, or evidence of, the validity of any  
13 Released Claim, or of any wrongdoing or liability of Defendants; or (b) is or may be deemed to be  
14 or may be used as an admission of, or evidence of, any fault or omission of any Defendant in any  
15 civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.  
16 Defendants and their Related Persons may file the Stipulation and/or the Judgment in any action  
17 that may be brought against them in order to support a defense or counterclaim based on principles  
18 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or  
19 any other theory of, without limitation, claim preclusion or issue preclusion or similar defense or  
20 counterclaim.

21           9.6     All agreements made and orders entered during the course of the Litigation relating  
22 to the confidentiality of information shall survive this Stipulation.

23           9.7     All of the Exhibits to the Stipulation are material and integral parts hereof and are  
24 fully incorporated herein by this reference.

25           9.8     This Stipulation shall not be construed more strictly against one Settling Party than  
26 another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel  
27 for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations  
28 between the Settling Parties and that all Settling Parties have contributed substantially and  
materially to the preparation of this Stipulation.



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3 9.9 The Stipulation may be amended or modified only by a written instrument signed  
4 by or on behalf of all Settling Parties or their respective successors-in-interest.

5 9.10 The Stipulation and the Exhibits attached hereto and the Supplemental Agreement  
6 constitute the entire agreement among the Settling Parties hereto and no representations,  
7 warranties or inducements have been made to any Settling Party concerning the Stipulation or its  
8 Exhibits or the Supplemental Agreement other than the representations, warranties, and covenants  
9 contained and memorialized in such documents. Except as otherwise provided herein, each  
10 Settling Party shall bear its own costs.

11 9.11 Plaintiffs' Counsel, on behalf of the Settlement Class, are expressly authorized by  
12 the Plaintiffs to take all appropriate action required or permitted to be taken by the Settlement  
13 Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter  
14 into any modifications or amendments to the Stipulation on behalf of the Settlement Class that  
15 they deem appropriate.

16 9.12 Each counsel or other Person executing the Stipulation or any of its Exhibits on  
17 behalf of any Settling Party hereto hereby warrants that such Person has the full authority to do so.

18 9.13 The waiver by one party of any breach of this Stipulation by any other party shall  
19 not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

20 9.14 The Stipulation may be executed in one or more counterparts, including by  
21 signature transmitted by email in pdf format. All executed counterparts and each of them shall be  
22 deemed to be one and the same instrument. A complete set of executed counterparts shall be filed  
23 with the Court.

24 9.15 The Stipulation shall be binding upon, and inure to the benefit of, the successors  
25 and assigns of the parties hereto.

26 9.16 The Court shall retain jurisdiction with respect to implementation and enforcement  
27 of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for  
28 purposes of implementing and enforcing the Settlement embodied in the Stipulation.

9.17 The Stipulation and the Exhibits hereto shall be considered to have been negotiated,  
executed and delivered, and to be wholly performed, in the State of California, and the rights and

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3 obligations of the parties to the Stipulation shall be construed and enforced in accordance with,  
4 and governed by, the internal, substantive laws of the State of California without giving effect to  
5 that State's choice-of-law principles.

6 9.18 This Stipulation supersedes the Memorandum of Understanding dated October 1,  
7 2013 and the previously-executed Former Stipulation of Settlement.

8 IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed,  
9 by their duly authorized attorneys dated as of April 13, 2015.

10  
11 Dated: April 13, 2015

12  
13 LEVI & KORSINSKY LLP  
14 Nicholas I. Porritt  
15 1101 30th Street NW, Suite 115  
16 Washington, DC 20007  
17 Telephone: (202) 524-4290  
18 Facsimile: (202) 333-2121

19  
20  
21 By: 

22 Adam M. Apton  
23 Email: aapton@zlk.com

24  
25 -and-

26  
27 PUNZALAN LAW, P.C.  
28 Mark Punzalan  
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Attorneys for Lead Plaintiff the OCZ Investor Group

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- and -

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Dated: April 13, 2015

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Attorneys for Defendant Arthur F. Knapp, Jr.

Dated: April 13, 2015

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By: Martin Gelfand  
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Email: mgelfand@irell.com

Attorneys for Defendant Ryan M. Petersen

# EXHIBIT “A”

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE OCZ TECHNOLOGY GROUP,  
INC. SECURITIES LITIGATION

No. 3:12-cv-05265-RS

**[AMENDED PROPOSED] ORDER  
GRANTING PRELIMINARY  
APPROVAL OF SETTLEMENT AND  
DIRECTING DISSEMINATION OF  
NOTICE TO CLASS**

**EXHIBIT A**

**Date: April 10, 2015**

**Time: 1:30 p.m.**

**Room: Courtroom 3, 17<sup>h</sup> Floor**

**Judge: Hon. Richard Seeborg**

1 WHEREAS, a consolidated securities class action is pending before the Court entitled  
2 *In re OCZ Technology Group, Inc. Securities Litigation*, 3:12-cv-05265-RS (the “Litigation”);

3 WHEREAS, Plaintiffs have filed an unopposed motion pursuant to Federal Rule of  
4 Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Litigation,  
5 in accordance with the Stipulation of Settlement dated as of April 13, 2015 (the  
6 “Stipulation”), which, together with the Exhibits annexed thereto sets forth the terms and  
7 conditions for a proposed settlement of the Litigation and for dismissal of the Litigation with  
8 prejudice upon the terms and conditions set forth therein; and the Court having read and  
9 considered the Stipulation and the Exhibits annexed thereto; and

10 WHEREAS, all defined terms contained herein shall have the same meanings as set  
11 forth in the Stipulation;

12 NOW, THEREFORE, IT IS HEREBY ORDERED that:

13 1. The terms used in this Order have the same meanings assigned to them in the  
14 Stipulation.

15 2. The Court does hereby preliminarily approve the Stipulation and the  
16 Settlement set forth therein, subject to further consideration at the Final Approval Hearing  
17 described below.

18 3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and solely for the  
19 purposes of the Stipulation and the proposed Settlement, the Court certifies the following  
20 Settlement Class:

21 **All Persons who purchased or otherwise acquired OCZ common stock and/or**  
22 **call options during the period between July 6, 2011 and January 22, 2013, inclusive.**

23 Excluded from the Settlement Class are the Defendants, Ryan M. Petersen and Arthur  
24 F. Knapp, Jr. (the “Individual Defendants”), members of the Individual Defendants’  
25 immediate families, officers, directors, and subsidiaries of OCZ, any firm, entity, or  
26 corporation in which any Defendant and/or any member(s) of an Individual Defendant’s  
27 immediate family has or have a controlling interest, any trust of which an Individual

1 Defendant is the settlor or which is for the benefit of an Individual Defendant and/or any  
2 member of an Individual Defendant's immediate family, and the legal representatives, heirs,  
3 or successors-in-interest of Defendants. Also excluded from the Settlement Class are those  
4 Persons who timely and validly request exclusion from the Settlement Class pursuant to the  
5 Notice of Pendency and Proposed Settlement of Class Action to be sent to Settlement Class  
6 Members.

7 4. For purposes of settlement only, this Court finds and concludes that the  
8 Settlement Class is ascertainable and that there is a well-defined community of interest in the  
9 questions of law and fact involved affecting the Settlement Class Members. For purposes of  
10 settlement only, the Court finds and concludes that (a) the Persons who are part of the  
11 Settlement Class are so numerous that joinder of all such Persons is impracticable; (b) there  
12 are questions of law and fact common to the Settlement Class that predominate over any  
13 individual questions; (c) the claims of the Lead Plaintiffs are typical of those of the Settlement  
14 Class; (d) in negotiating and entering into the Stipulation, Lead Plaintiffs and their counsel  
15 have fairly and adequately represented and protected the interests of all Persons who are part  
16 of the Settlement Class; and (e) a class action is superior to other available methods for the  
17 fair and efficient adjudication of the controversy, considering (i) the interests of the Persons  
18 who are part of the Settlement Class in individually controlling the prosecution of separate  
19 actions; (ii) the extent and nature of any litigation concerning the controversy already  
20 commenced by Persons who are part of the Settlement Class; (iii) the desirability or  
21 undesirability of concentrating the litigation of the claims in this particular forum; and (iv) the  
22 difficulties likely to be encountered in the management of the Litigation as a class action.

23 5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and for purposes  
24 of the Settlement only, Lead Plaintiffs Leo Jegen, Vincent M. Monnier, Shih Leng Tan, and  
25 Len C. Villacres are appointed as Class Representatives and Lead Counsel Levi & Korsinsky  
26 LLP is appointed Class Counsel, Punzalan Law as Local Counsel, and Brower Piven as  
27 Additional Counsel.





1 (a) Not later than May 4, 2015 (the “Notice Date”), Lead Counsel shall  
2 cause a copy of the Notice and the Proof of Claim, substantially in the forms annexed as  
3 Exhibits A-1 and A-2 hereto, to be mailed by first class mail to all Settlement Class Members  
4 who can be identified with reasonable effort; and Lead Counsel shall cause the Summary  
5 Notice to be published once in the national edition of *Investor’s Business Daily* and on  
6 www.OCZSecuritiesSettlement.com; and

7 (b) At least seven (7) days prior to the Final Approval Hearing, Lead  
8 Counsel shall serve on Defendants’ counsel and file with the Court proof, by affidavit or  
9 declaration, of such mailing and publishing.

10 10. Nominees who held the common stock and/or call options of OCZ purchased  
11 during the period beginning July 6, 2011 through January 22, 2013, inclusive, shall send the  
12 Notice and the Proof of Claim to the beneficial owners of such OCZ common stock and/or  
13 call options within ten (10) days after receipt thereof, or send a list of the names and addresses  
14 of such beneficial owners to the Claims Administrator within ten (10) days of receipt thereof  
15 in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim to  
16 such beneficial owners.

17 11. All Members of the Settlement Class shall be bound by all determinations and  
18 judgments in the Litigation concerning the Settlement, whether favorable or unfavorable to  
19 the Settlement Class.

20 12. Any potential Member of the Settlement Class may request to be excluded  
21 from the Settlement Class. Such request for exclusion must be postmarked on or before July  
22 13, 2015 and delivered to the Claims Administrator as set forth in the Notice. Such requests  
23 shall clearly indicate the name, address and telephone number of the person seeking exclusion  
24 and a statement that the sender requests to be excluded from the Settlement Class in *In re*  
25 *OCZ Technology Group, Inc. Securities Litigation*, 3:12-cv-05265-RS, and must be signed by  
26 such person. Persons requesting exclusion are also directed to state: the date(s), price(s), and  
27

1 number(s) of shares of all purchases, other acquisitions and sales of OCZ securities during the  
2 Class Period. A request for exclusion shall not be effective unless it provides the required  
3 information and is made within the time stated above, or the exclusion is otherwise accepted  
4 by the Court.

5 13. Settlement Class Members who wish to participate in the proposed Settlement  
6 shall complete and submit Proof of Claim forms in accordance with the instructions contained  
7 therein. Unless the Court orders otherwise, all Proof of Claim forms must be submitted no  
8 later than August 13, 2015. Any Settlement Class Member who does not timely submit a  
9 Proof of Claim within the time provided for shall be barred from sharing in the distribution of  
10 the proceeds of the Settlement Fund, unless otherwise determined by Lead Counsel or ordered  
11 by the Court.

12 14. Any Member of the Settlement Class may enter an appearance at the Final  
13 Approval Hearing, individually or through counsel of their own choice, at their own expense.  
14 If they do not enter an appearance, they will be represented by Lead Counsel.

15 15. Pending final determination of whether the proposed Settlement should be  
16 approved, Plaintiffs' Counsel, the Lead Plaintiffs, and any Settlement Class Member, either  
17 directly, representatively, or in any other capacity, are barred from commencing or  
18 prosecuting against any of the Released Persons, any action or proceeding in any court or  
19 tribunal asserting any of the Released Claims.

20 16. Any Member of the Settlement Class may appear and show cause, if he, she or  
21 it has any reason why the proposed Settlement of the Litigation should or should not be  
22 approved as fair, reasonable and adequate, or why a judgment should or should not be entered  
23 thereon, why the Plan of Allocation should or should not be approved, or why attorneys' fees  
24 and expenses should or should not be awarded to Lead Counsel; provided, however, that no  
25 Settlement Class Member or any other Person shall be heard or entitled to contest the  
26 approval of the terms and conditions of the proposed Settlement, or, if approved, the  
27 Judgment to be entered thereon approving the same, or the order approving the Plan of  
28

1 Allocation, or the attorneys' fees and expenses to be awarded to Lead Counsel unless that  
2 Person has delivered by hand or sent by first class mail written objections and copies of any  
3 papers and briefs such that they are received, not simply postmarked, on or before July 13,  
4 2015, by Nicholas I. Porritt, Esq., Levi & Korsinsky LLP, 1101 30<sup>th</sup> Street, N.W., Suite 115,  
5 Washington, DC 20007; Norman J. Blears, Esq., Sidley Austin LLP, 1001 Page Mill Road,  
6 Building 1, Palo Alto, CA 94304; David Siegal, Esq., Irell & Manella LLP, 1800 Avenue of  
7 the Stars, Suite 900, Los Angeles, CA 90067, and filed said objections, papers and briefs with  
8 the Clerk of the United States District Court for the Northern District of California, San  
9 Francisco Division, 450 Golden Gate Avenue, San Francisco, CA 94102, on or before July  
10 13, 2015. Any Member of the Settlement Class who does not make his, her or its objection in  
11 the manner provided shall be deemed to have waived such objection and shall forever be  
12 foreclosed from making any objection to the fairness or adequacy of the proposed Settlement  
13 as incorporated in the Stipulation, to the Plan of Allocation, and to the award of attorneys'  
14 fees and reimbursement of expenses to counsel for the Lead Plaintiff, unless otherwise  
15 ordered by the Court.

16 17. All funds held by the Escrow Agent shall be deemed and considered to be in  
17 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such  
18 time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of  
19 the Court.

20 18. All papers in support of the Settlement, the Plan of Allocation, any application  
21 by counsel for the Lead Plaintiff for attorneys' fees and reimbursement of expenses shall be  
22 filed and served on or before June 12, 2015.

23 19. The Settling Parties may respond to any objection to the Stipulation, the Plan  
24 of Allocation, or the application for attorneys' fees and reimbursement of expenses, provided  
25 that such response is filed and served no later than July 20, 2105.

1           20.    At or after the Final Approval Hearing, the Court shall determine whether the  
2 Plan of Allocation proposed by Lead Counsel, and any application for attorneys’ fees or  
3 reimbursement of expenses shall be approved.

4           21.    All reasonable expenses incurred in identifying and notifying Settlement Class  
5 Members, as well as administering the Settlement Fund, shall be paid as set forth in the  
6 Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to  
7 become effective, neither the Lead Plaintiffs nor any of their counsel shall have any obligation  
8 to repay any amounts actually and properly disbursed from or chargeable to the Class Notice  
9 and Administration Fund.

10          22.    Neither the Defendants and their Related Persons nor Defendants’ counsel  
11 shall have any responsibility for, or liability with respect to, the Plan of Allocation or any  
12 application for attorneys’ fees or expenses submitted by Lead Counsel, and such matters will  
13 be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

14          23.    Neither the Stipulation nor the Settlement, nor any act performed or document  
15 executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be  
16 deemed to be or may be used as an admission of, or evidence of, the validity of any Released  
17 Claim, or of any wrongdoing or liability of Defendants; or (b) is or may be deemed to be or  
18 may be used as an admission of, or evidence of, any fault or omission of any Defendant in any  
19 civil, criminal or administrative proceeding in any court, administrative agency or other  
20 tribunal. Defendants and their Related Persons may file the Stipulation and/or the Judgment in  
21 any action that may be brought against them in order to support a defense or counterclaim  
22 based on principles of *res judicata*, collateral estoppel, release, good faith settlement,  
23 judgment bar or reduction, or any other theory of, without limitation, claim preclusion or issue  
24 preclusion or similar defense or counterclaim.

25          24.    The Court reserves the right to adjourn the date of the Final Approval Hearing  
26 without further notice to the Members of the Settlement Class, and retains jurisdiction to  
27 consider all further applications arising out of or connected with the proposed Settlement.

1 The Court may approve the Settlement, with such modifications as may be agreed to by the  
2 Settling Parties, if appropriate, without further notice to the Settlement Class. If the  
3 Settlement is not approved or consummated for any reason whatsoever, this Order shall be  
4 rendered null and void to the extent provided by and in accordance with the Stipulation and  
5 shall be vacated and, in such event, all orders entered and releases delivered in connection  
6 herewith shall be null and void to the extent provided by and in accordance with the  
7 Stipulation. Each party shall be restored to his, her, or its respective position as it existed  
8 immediately prior to the execution of the Memorandum of Understanding.

9  
10 IT IS SO ORDERED.

11  
12 DATED: \_\_\_\_\_

\_\_\_\_\_  
13 THE HONORABLE RICHARD SEEBORG  
14 UNITED STATES DISTRICT JUDGE  
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# EXHIBIT A - 1

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE OCZ TECHNOLOGY GROUP,  
INC. SECURITIES LITIGATION

No. 3:12-cv-05265-RS

**NOTICE OF PENDENCY AND  
PROPOSED SETTLEMENT OF CLASS  
ACTION**

**If you purchased or otherwise acquired shares of OCZ Technology Group, Inc. (“OCZ” or the “Company”) common stock and/or call options between July 6, 2011 and January 22, 2013, inclusive (the “Settlement Class”), then you could receive a payment from the proposed settlement of the above-captioned securities class action.**

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

**The Proposed Settlement:** This Notice contains summary information with respect to the proposed settlement. The terms and conditions of the proposed settlement (the “Settlement”) are set forth in the Stipulation of Settlement (the “Stipulation”), dated April 13, 2015 between and among the following parties in the Action (defined below): (i) the OCZ Investor Group, comprised of Leo Jegen, Vincent M. Monnier, Shih Leng Tan, and Len C. Villacres (collectively, “Lead Plaintiffs”), and (ii) defendants Ryan M. Petersen and Arthur F. Knapp, Jr. (collectively, “Defendants”, and with Lead Plaintiffs, each, a “Party” and collectively, the “Parties”), by and through their undersigned counsel. OCZ was originally named as a defendant, but subsequently filed for Chapter 11 bankruptcy protection. Its Plan of Liquidation was approved on July 30, 2014 and it is not a party to the Settlement. Copies of the Stipulation are available at [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com) or from Lead Counsel at the addresses provided below. Additional information with respect to this Litigation and the Settlement are also available by contacting Lead Counsel.

**Securities, Class and Class Period:** The Settlement class (the “Class” or “Settlement Class”) is comprised of all Persons who purchased or otherwise acquired OCZ common stock and/or call options during the period between July 6, 2011 and January 22, 2013, inclusive (the “Settlement Class Period”). Excluded from the Settlement Class are Defendants, members of the Defendants’ immediate families, officers, directors, and subsidiaries of OCZ, any firm, entity, or corporation in which any Defendant and/or any member(s) of an Defendant’s immediate family has or have a controlling interest, any trust of which an Individual Defendant is the settlor or which is for the benefit of an Defendant and/or any member of an Defendant’s immediate family, and the legal representatives, heirs, or successors-in-interest of Defendants. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class as explained below.

**Settlement Payment:** \$7,500,000 in cash (the “Settlement Payment”). The “Settlement Fund” refers to the Settlement Payment plus any and all interest earned thereon.

**The Lawsuit:** As discussed further, the Settlement resolves a lawsuit concerning allegations that certain investors who purchased or otherwise acquired OCZ shares during the Settlement Class Period were damaged as a result of Defendants’ alleged dissemination of materially false and misleading statements and omissions

with regards to the Company's revenue recognition practices.

**Attorneys' Fees and Expenses:** Lead Counsel has litigated this Action on a contingent basis and has conducted this litigation and advanced the expenses of litigation with the expectation that if it were successful in recovering money for the Class, it would receive fees and be reimbursed for its expenses from the settlement fund, as is customary in this type of litigation. Plaintiffs' Counsel will apply to the Court for an award of attorneys' fees not to exceed twenty-five percent (25%) of the Settlement Fund (\$1,875,000), plus interest, and for reimbursement of out-of-pocket expenses not to exceed \$117,500, plus interest (the "Fee Application") incurred in connection with the prosecution of the case. The Court may award Plaintiffs' Counsel less than twenty-five percent (25%), in which case the difference will remain with the Settlement Fund. Plaintiffs' Counsel have expended considerable time and effort in the prosecution of the case on a contingent-fee basis, and have advanced the expenses of the Litigation, in the expectation that if they were successful in obtaining a recovery for the Settlement Class, they would be paid from such recovery. In this type of litigation, counsel are typically awarded a percentage of the common fund recovery as their attorneys' fees. Lead Counsel's Fee Application will be filed with the Court

**Deadlines:**

To Submit a Proof of Claim: August 13, 2015 \_\_\_\_\_  
 To Submit a Request for Exclusion: July 13, 2015  
 To File and Serve an Objection: July 13, 2015

**Court Settlement Hearing:** July 30, 2015

**More Information:** *Contact Information for Lead Counsel for Lead Plaintiffs and the Class:*

Nicholas I. Porritt  
 Levi & Korsinsky LLP  
 1101 30<sup>th</sup> Street, N.W., Suite 115  
 Washington, D.C. 20007  
 (202) 524-4290

**Additional information about the Settlement can be found at:** [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com).

Your legal rights are affected *whether you act or do not act*. Please read this notice carefully.

**Statement of Recovery**

Your individual recovery from the Settlement Fund will depend on numerous factors. Lead Counsel estimates that approximately 71.5 million shares of OCZ securities were purchased or otherwise acquired and potentially damaged during the Class Period. Based on this, the average recovery per share of OCZ securities under the Settlement will be approximately \$0.105 per share *before* the deduction of attorneys' fees, costs, and expenses, as approved by the Court. The actual recovery per share will depend on: (1) the number of claims filed; (2) when members of the Class purchased and/or acquired their shares during the Class Period; (3) whether members of the Class either sold their shares during the Class Period, or held their shares past the end of the Class Period; (4) administrative costs, including the costs of notice, for the Action, and (5) the amount awarded by the Court for attorneys' fees and expenses.

**The Circumstances of the Settlement**

For the Settlement Class, the principal reason for the Settlement is the benefit to be provided to the Settlement

NOTICE OF SETTLEMENT  
 CASE NO. 12-CV-05265-RS



Class. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future. For the settling Defendants, who deny all allegations of wrongdoing or liability whatsoever, the principal reason for the Settlement is to eliminate the expense, risks and uncertain outcome of the litigation. The Settlement therefore enables the Class to recover a substantial amount without incurring any additional risk or costs.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM NO LATER THAN AUGUST 13, 2015</b>	The only way to get a payment if you have a Recognized Claim.
<b>EXCLUDE YOURSELF NO LATER THAN JULY 13, 2015</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against OCZ and the other Released Persons about the Released Claims.
<b>OBJECT NO LATER THAN JULY 13, 2015</b>	Write to the Court about why you do not like the Settlement. You may, but are not required to, appear at the Final Approval Hearing.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options – and the deadlines to exercise them – are explained in this notice.
- The Court in charge must still decide whether to approve the Settlement. Payments will be made to Settlement Class Members who submit timely and valid Proofs of Claim if the Court approves the Settlement and after any appeals are resolved. Please be patient.

**WHAT THIS NOTICE CONTAINS**

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**BASIC INFORMATION**

1. Why did I get this notice package?

You or someone in your family may have purchased or otherwise acquired shares of OCZ common stock and/or call options between July 6, 2011 and January 22, 2013, inclusive. The Court directed that this Notice be sent to potential Settlement Class Members because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and any appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the Litigation, 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 Plaintiffs' Consolidated Amended Class Action Complaint (the "Complaint") filed on March 5, 2013, alleges that Defendants (and OCZ) violated Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5, promulgated thereunder by the Securities and Exchange Commission. The Complaint also alleges that financial statements were filed and other statements were issued by and on behalf of OCZ that had materially false and misleading information about the Company's revenue recognition and the financial performance and condition of OCZ. When this information became public, the Complaint alleges that the share price fell and shareholders were damaged. The Complaint also asserted "control person" claims against the Defendants under Section 20(a) of the Securities Exchange Act of 1934. The lawsuit seeks money damages against the Defendants for alleged violations of the federal securities laws. Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Plaintiffs in the Litigation. Defendants continue to assert that they did not violate Sections 10(b) or 20(a) of the Securities Exchange Act of 1934, that they did not engage in any conduct that could give rise to any liability to Lead Plaintiffs or the Settlement Class, that none of the claimed statements of omissions caused damages to Plaintiffs or the Settlement Class, that none of the claimed misstatements or omissions were material, and that any misstatement they may have made were the result of excusable neglect and were not the result of any intention to defraud.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, the Lead Plaintiffs Leo Jegen, Vincent M. Monnier, Shih Leng Tan, and Len C. Villacres), sue on behalf of people who have similar claims. All persons with similar claims are Settlement Class Members, who together constitute the class. Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class. Judge Seeborg of the Northern District of California is overseeing this class action.

4. Why is there a settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agree to the Settlement. That way, they avoid the costs and risks of further litigation and trial. As explained above, Lead Plaintiffs and their attorneys think the Settlement is best for all members of the Class.

### **WHO IS IN THE SETTLEMENT**

To see if you will get money from this Settlement, you must be a Settlement Class Member.

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

The Court directed that, for the purposes of the proposed Settlement, everyone who fits this description is a Settlement Class Member: *all Persons who purchased or otherwise acquired OCZ Technology Group, Inc. common stock and/or call options during the period between July 6, 2011 and January 22, 2013, inclusive.*

6. Are there exceptions to being included?

Excluded from the Settlement Class are Defendants, members of the Defendants' immediate families, officers,

directors, and subsidiaries of OCZ, any firm, entity, or corporation in which any Defendant and/or any member(s) of a Defendant's immediate family has or have a controlling interest, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a Defendant's immediate family, and the legal representatives, heirs, or successors-in-interest of Defendants. Also excluded from the Settlement Class are those Persons who timely and validly file a request for exclusion.

If one of the mutual funds in which you are invested purchased or otherwise acquired OCZ Shares during the Settlement Class Period, that does not make you a Settlement Class Member. You are a Settlement Class Member only if you directly purchased or otherwise acquired OCZ Shares during the Settlement Class Period. Contact your broker to see if you purchased or otherwise acquired OCZ Shares during the Settlement Class Period.

If you **sold** but did not purchase OCZ Shares during the Settlement Class Period, you are not a Settlement Class Member. You are a Settlement Class Member only if you **purchased or otherwise acquired** your shares during the Settlement Class Period.

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

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator by writing to OCZ Technology Group, Inc. Securities Litigation, P.O. Box 3757, Portland, Oregon 97208-3757; by calling 866-960-5673; or by visiting the website [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com) for more information. Or you can fill out and return the Proof of Claim form described in Question 10 on page 9 to see if you qualify.

#### **THE SETTLEMENT BENEFITS — WHAT YOU GET**

8. What does the Settlement provide?

Defendants have agreed to create a \$7.5 million fund to be distributed, after the payment of claims administration and notice costs and Plaintiffs' Counsel's attorneys' fees and expenses as awarded by the Court, to all Settlement Class Members who send in a valid and timely Proof of Claim form.

In return, the Parties will agree to dismiss the Action and Lead Plaintiffs and all Settlement Class Members who do not opt out agree to release, relinquish and discharge all Released Claims (including Unknown Claims) against the Defendants and their respective Related Persons, whether or not these Settlement Class Members execute and deliver the Proof of Claim and Release.

9. How much will my payment be?

If you are entitled to a payment, your share of the Settlement Fund will depend on the number of Settlement Class Members who submit valid Proofs of Claim (the "Authorized Claimants"), how many shares of OCZ securities you purchased and/or acquired, and when you purchased, acquired and/or sold your securities. Payments will be calculated on a *pro rata* basis. The Claims Administrator will distribute the Settlement Fund, less all administrative costs, including the costs of notice, and attorneys' fees and expenses, as awarded by the Court, on a *pro rata* basis after the deadline for submission of Proof of Claim forms has passed.

The Claims Administrator shall determine the amount a claimant who is entitled to receive a payment from the Settlement Fund is entitled to receive based upon a plan of allocation (the "Plan of Allocation"). This Plan of Allocation is not intended to be an estimate of the amount that will be paid pursuant to the Settlement. The plan of allocation is the basis upon which the Settlement Fund will be proportionately allocated to the claimants

entitled to receive payment on a *pro rata* basis.

**Recognized Claims will be calculated as follows:**

**OCZ Common Stock**

For each share of OCZ common stock purchased or otherwise acquired during the Class Period, the Recognized Claim is the *lesser* of (i) the purchase price minus \$1.85;<sup>1</sup> (ii) if sold before April 22, 2013, the difference between the purchase price per share and the sales price per share; **or** (iii) the claim amount as reflected in the chart below:

<b><u>CLAIM AMOUNT</u></b>		<b><u>TIME OF SALE</u></b>						
		<b>7/6/2011 - 9/5/2012</b>	<b>9/6/2012 - 9/17/2012</b>	<b>9/18/2012 - 10/9/2012</b>	<b>10/10/2012 - 10/11/2012</b>	<b>10/12/2012 - 12/17/2012</b>	<b>12/18/2012 - 1/22/2013</b>	<b>Retained on 1/23/2013</b>
<b><u>TIME OF PURCHASE</u></b>	<b>7/6/2011 - 9/5/2012</b>	\$0.00	\$1.01	\$1.31	\$2.58	\$2.97	\$3.01	\$3.01
	<b>9/6/2012 - 9/17/2012</b>	N/A	\$0.00	\$0.30	\$1.57	\$1.96	\$2.00	\$2.00
	<b>9/18/2012 - 10/9/2012</b>	N/A	N/A	\$0.00	\$1.27	\$1.66	\$1.70	\$1.70
	<b>10/10/2012 - 10/11/2012</b>	N/A	N/A	N/A	\$0.00	\$0.39	\$0.43	\$0.43
	<b>10/12/2012 - 1/22/2013</b>	N/A	N/A	N/A	N/A	\$0.00	\$0.04	\$0.04

**OCZ Call Options**

For each call option for OCZ common stock purchased or otherwise acquired from July 6, 2011 through September 5, 2012, and expired, were exercised, or sold (position closed out) before the close of trading on September 5, 2012, the Recognized Claim is zero.

For each call option for OCZ common stock purchased or otherwise acquired from September 6, 2012 through September 17, 2012, and expired, were exercised, or sold (position closed out) before the close of trading on September 17, 2012, the Recognized Claim is zero.

<sup>1</sup> The \$1.85 value is derived pursuant to 15 U.S.C. § 78-u(e)(1) which states “[e]xcept as provided in paragraph (2), 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. § 78-u(e)(2) defines “mean trading price” of a security as “an average of the daily trading price of that security determined as of the close of the market each day during the 90-day period referred to in paragraph (1).”

For each call option for OCZ common stock purchased or otherwise acquired from September 18, 2012 through October 9, 2012, and expired, were exercised, or sold (position closed out) before the close of trading October 9, 2012, the Recognized Claim is zero.

For each call option for OCZ common stock purchased or otherwise acquired from October 10, 2012 through October 11, 2012 and expired, were exercised, or sold (position closed out) before the close of trading October 11, 2012, the Recognized Claim is zero.

For each call option for OCZ common stock purchased or otherwise acquired from October 12, 2012 through December 17, 2012 and expired, were exercised, or sold (position closed out) before the close of trading December 17, 2012, the Recognized Claim is zero.

For each call option for OCZ common stock purchased or otherwise acquired from December 18, 2012 through January 22, 2013 and expired, were exercised, or sold (position closed out) before the close of trading January 22, 2013, the Recognized Claim is zero.

For all other call options for OCZ common stock purchased or otherwise acquired during the Class Period, the Recognized Claim is the total number of OCZ shares of common stock underlying the option contract multiplied by the *lesser* of (i) the difference between the purchase per-share price of the option and the sales per-share price of the option (\$0.00 if the call option expired worthless); or (ii) the difference between the purchase per-share price of the option and the per-share value of the option on the date of purchase calculated using the Black-Scholes option pricing model and substituting into the Black-Scholes model the calculation of the trading price for OCZ common stock less the amount reflected in the chart below:

<u>ADJUSTMENT</u> <u>AMOUNT</u>		<u>TIME OF SALE</u>					
		7/6/2011 - 9/5/2012	9/6/2012 - 9/17/2012	9/18/2012 - 10/9/2012	10/10/2012 - 10/11/2012	10/12/2012 - 12/17/2012	12/18/2012 - 1/22/2013
<u>TIME OF PURCHASE</u>	7/6/2011 - 9/5/2012	\$0.00	\$1.01	\$1.31	\$2.58	\$2.97	\$3.01
	9/6/2012 - 9/17/2012	N/A	\$0.00	\$0.30	\$1.57	\$1.96	\$2.00
	9/18/2012 - 10/9/2012	N/A	N/A	\$0.00	\$1.27	\$1.66	\$1.70
	10/10/2012 - 10/11/2012	N/A	N/A	N/A	\$0.00	\$0.39	\$0.43
	10/12/2012 - 1/22/2013	N/A	N/A	N/A	N/A	\$0.00	\$0.04

Each Authorized Claimant shall be paid their *pro rata* share of the Settlement Fund, which is the percentage that each Authorized Claimant's Recognized Claim bears to the total of the claims of all Authorized Claimants. For purposes of calculating Recognized Claim shares will be matched on a first in, first out ("FIFO") basis. Claims which result in payment of less than \$10 will be deemed to be *de minimus* and will not be issued. No

Recognized Claim will be calculated for any purchase of OCZ securities to cover a short sale. Class members who have an overall market gain as a result of their trading of OCZ common stock and OCZ options will be deemed to have no Recognized Claim<sup>2</sup>.

To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund one (1) year after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Settlement Fund for such redistribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after deduction of any additional fees and expenses that would be incurred with respect to such redistribution, would be cost-effective. Additional redistributions to Authorized Claimants who have cashed their prior distribution checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after the deduction of any additional fees and expenses that would be incurred with respect to such redistributions, would be cost effective. At such time as it is determined that the redistribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance in the Settlement Fund 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.

10. How can I get a payment?

To qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form accompanies this Notice. You may also download a Proof of Claim form from the Claims Administrator's website, [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com). Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than August 13, 2015. Any Class member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class member's Proof of Claim is accepted), but otherwise shall be bound by all of the terms of the Stipulation and the Settlement, including the releases in the Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendants and released persons concerning any and all of Lead Plaintiffs' Released Claims.

11. When would I get my payment?

The Court will hold a hearing on July 30, 2015, to decide whether to approve the Settlement. If the Court approves the Settlement, one or more appeals may follow. It is always uncertain how any such appeal will 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 get a payment or stay in the Settlement Class?

Unless you exclude yourself, you will remain a member of the Settlement Class, and that means that, upon the "Effective Date," you will release all "Released Claims" (as defined below) against the "Released Persons" (as defined below).

<sup>2</sup> Shares held before the beginning of the Class Period are excluded from the calculation of overall gain or loss. For shares held through the end of the 90-day look back period, a value of \$1.85 will be applied as the holding value for the purpose of calculating an overall loss or gain.

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal and when all conditions of the Stipulation have been met.

“Released Claims” means any and all claims (including Unknown Claims as defined below), demands, rights, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, which now exist, or heretofore have existed, asserted or that could have been asserted by the Plaintiffs or any Settlement Class Member against the Defendants and/or OCZ and their respective Related Persons based upon, arising out of, or relating in any way to: (a) the allegations, matters, facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or could have been alleged in the Litigation, or (b) the purchase, acquisition, disposition, sale or retention of OCZ securities by the Plaintiffs or any Settlement Class Member during the Settlement Class Period. Expressly excluded from Released Claims are the matters set forth in paragraph 5.5 of the Stipulation.

“Released Persons” means each and all of the Defendants and OCZ and their Related Persons (as defined below).

“Related Persons” means each of OCZ’s and Defendant’s past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, attorneys, accountants, auditors, underwriters, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of a Defendant’s immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a Defendant’s immediate family, and any entity in which a Defendant and/or any member of a Defendant’s immediate family has or have a controlling interest.

“Unknown Claims” means any claims that the Plaintiffs or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, would or might have affected his, her or its settlement with and release of the Released Persons, or would or might have affected his, her or its decisions with respect to this Settlement. Plaintiffs and Settlement Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs upon the Effective Date shall expressly, fully, finally and forever settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code Section 1542, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release in IN RE OCZ TECHNOLOGY GROUP, INC. SECURITIES LITIGATION, CASE NO.**



**12-CV-05265-RS, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiffs shall expressly waive and relinquish, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished 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, which is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims and the foregoing waiver were separately bargained for and a key element of the Settlement of which this release is a material and essential part.

If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants on your own about the Released Claims, then you must take steps to exclude yourself—or as it is sometimes referred to, you must “opt out” of the Settlement Class.

13. How do I exclude myself from the proposed Settlement?

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you “request exclusion from the Settlement Class in *In re OCZ Technology Group, Inc. Securities Litigation*, 3:12-cv-05265-RS (N.D. Cal.)” Your letter must state the date(s), price(s) and number(s) of shares of all your purchases, acquisitions and sales of OCZ shares during the Settlement Class Period. In addition, be sure to include your name, address, daytime telephone number and your signature. You must mail your exclusion request **postmarked no later than August 13, 2015** to the Claims Administrator at: OCZ Technology Group, Inc. Securities Litigation, P.O. Box 3757, Portland, Oregon 97208-3757.

**You cannot exclude yourself by telephone, by fax or by e-mail.** If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue OCZ and the other Released Persons about the Released Claims in the future.

14. If I do not exclude myself, can I sue OCZ, Defendants or the other Released Persons later for the Released Claims?

No. Unless you exclude yourself, you give up any rights to sue OCZ and the other Released Persons, or to enforce any existing judgments against any of the Released Persons, for any and all Released Claims. If you have a pending lawsuit against OCZ or the other Released Persons, speak to your lawyer in that case immediately, to determine if you have to exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is July 13, 2015.

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

No. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Persons.

**THE LAWYERS REPRESENTING YOU**

16. Do I have a lawyer in this case?

The Court appointed the law firm of Levi & Korsinsky LLP as Lead Counsel, the law firm Brower Piven as Additional Counsel, and Punzalan Law, P.C. as Local Counsel to represent all class members. These lawyers are called Plaintiffs' Counsel. You will **not** be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Plaintiffs' Counsel are moving the Court to award attorneys' fees from the Settlement Fund in an amount not to exceed twenty-five percent (25%) of the Settlement Fund and for reimbursement of their expenses of approximately \$117,500, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. Plaintiffs' Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Settlement Class and any proceedings subsequent to the Final Approval Hearing.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this litigation on behalf of Lead Plaintiffs and the Class nor for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund. The Court may, however, award less than this amount. In that case, the difference will remain with the Settlement Fund.

### **OBJECTING TO THE SETTLEMENT**

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

18. How do I tell the Court that I do not like the proposed Settlement?

If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, or the application by Plaintiffs' Counsel for an award of fees and reimbursement of expenses. You may write to the Court setting out your objections. You may give reasons why you think the Court should not approve any or all of the settlement terms or arrangements and submit any documentation you believe is appropriate. The Court will only consider your views if you file a proper objection within the deadline identified and according to the following procedures.

To object, you must send a signed letter or other court submission stating that you object to the proposed Settlement in *In re OCZ Technology Group, Inc. Securities Litigation*, 3:12-cv-05265-RS (N.D. Cal.). You must include your name, address, telephone number, and your signature, identify the date(s), price(s) and number(s) of shares of all purchases and sales of the OCZ shares you made during the Settlement Class Period, and state the reasons why you object to the Settlement. Your objection must be filed with the Court and served on all the following counsel so that **it is actually received, not merely postmarked, on or before July 13, 2015:**

#### **COURT:**

Clerk of the Court  
United States District Court Northern District of California  
450 Golden Gate Ave.  
San Francisco, CA 94102

**PLAINTIFFS' LEAD COUNSEL:**

Nicholas I. Porritt, Esq.  
LEVI & KORSINSKY LLP  
1101 30th Street NW  
Washington, DC 20007

**COUNSEL FOR THE DEFENDANTS:**

Norman J. Blears  
SIDLEY AUSTIN LLP  
1001 Page Mill Road, Building 1  
Palo Alto, CA 94304

*Counsel for Defendant Arthur F. Knapp, Jr.*

David Siegel  
IRELL & MANELLA, LLP  
1800 Avenue of the Stars, Suite 900  
Los Angeles, CA 90067

*Counsel for Defendant Ryan Petersen*

You do not need to go to the Final Approval Hearing to have your written objection considered by the Court. At the Final Approval Hearing, any Settlement Class Member who has not previously submitted a request for exclusion from the Settlement Class and who has complied with the procedures set out in this Question 18 and in Questions 20 and 22 below for filing with the Court and providing to the counsel for the Settlement Class and settling Defendants a statement of an intention to appear at the Final Approval Hearing may also appear and be heard, to the extent allowed by the Court, to state any objection to the Settlement, the Plan of Allocation or Plaintiff's Counsel's motion for an award of attorneys' fees and reimbursement of expenses. Any such objector may appear in person or arrange, at that objector's expense, for a lawyer to represent the objector at the Final Approval Hearing.

Any person or entity objecting to the Settlement shall submit to the Court's jurisdiction and agrees that the Parties may depose the person or entity with regard to their objection. Unless the Court otherwise directs, no person or entity shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of representation of the Class by Lead Plaintiffs and Lead Counsel, any award of attorneys' fees and expenses, the allocation of the Settlement Fund, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Failing to do so will forever bar such person or entity from raising such objection in the Action or any other proceeding. Any member of the Class who does not object to the Settlement or the attorneys' fees and expenses request need not do anything.

19. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the proposed 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. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

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

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

The Court will hold a Final Approval Hearing at 1:30 p.m. on July 30, 2015, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. At the Final Approval Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Plaintiffs' Counsel for attorneys' fees and reimbursement of expenses. The Court will take into consideration any written objections filed in accordance with the instructions at Question 18. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the hearing; but decisions regarding the conduct of the hearing will be made by the Court. (Please refer to Question 22 for more information about speaking at the hearing.) The Court will also decide the amount of attorneys' fees and expenses to award Plaintiffs' Counsel. After the hearing, the Court will decide whether to approve the Settlement and to enter the Judgment dismissing the Litigation with prejudice. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Final Approval Hearing. Thus, if you want to come to the hearing, you should check with Lead Counsel before coming to be sure that the date and/or time has not changed.

21. Do I have to come to the hearing?

No. Lead Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but attendance is not mandatory. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

22. May I speak at the hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection (see Question 18 above) a statement stating that it is your "Notice of Intention to Appear in *In re OCZ Technology Group, Inc. Securities Litigation*, 3:12-cv-05265-RS." Settlement Class Members who intend to object to the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's application for an award of attorneys' fees and reimbursement of expenses and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they propose to call to testify and any exhibits they intend to offer into evidence at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Final Approval Hearing by the deadline identified, and in accordance with the procedures described in Question 18 above.

**IF YOU DO NOTHING**

23. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Defendants or the Released Persons about the claims being released in the Settlement. All members of the Class who do not submit valid and timely Proof of Claim forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation and any Order and Final Judgment entered.

**GETTING MORE INFORMATION**

24. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in a Stipulation of Settlement dated as of April 13, 2015 (the “Stipulation”). You may obtain a copy of the Stipulation by writing to Nicholas I. Porritt, Esq., Levi & Korsinsky LLP, 1101 30th Street, N.W., Suite 115, Washington, D.C. 20007 or on the Claims Administrator’s website at [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com).

You also can contact the Claims Administrator by mail at OCZ Technology Group, Inc. Securities Litigation, P.O. Box 3757, Portland, Oregon 97208-3757; by toll free phone at 866-960-5673; or by visiting the website [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com) to obtain a Proof of Claim form, plus other information to help you determine whether you are a Settlement Class Member and whether you may be eligible for a payment.

25. How do I get more information?

For even more detailed information concerning the matters involved in this Action, reference is made to the pleadings, to the Stipulation, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, during regular business hours.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

**SPECIAL NOTICE TO NOMINEES**

If you hold OCZ shares or call options pursuant to a transaction that took place within the United States within the Class Period, as nominee for a beneficial owner, then you must either: (1) send a copy of this Notice by first-class mail to all such persons or entities: or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator at OCZ Technology Group, Inc. Securities Litigation, P.O. Box 3757, Portland, Oregon 97208-3757.

If you choose to mail this Notice and the Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

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

Dated: [May 4, 2015]

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

# EXHIBIT A - 2

1 MARK PUNZALAN  
2 PUNZALAN LAW, P.C.  
3 600 Allerton Street  
4 Suite 201  
5 Redwood City, CA 94063  
6 Tel: (650) 362-4150  
7 Fax: (650) 362-4151  
8 Email: mark@punzalanlaw.com

9 *[Additional counsel on signature page]*

10 *Attorneys for Lead Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

13 IN RE OCZ TECHNOLOGY GROUP,  
14 INC. SECURITIES LITIGATION

No. 3:12-cv-05265-RS

15 **PROOF OF CLAIM AND RELEASE –**  
16 **EXHIBIT A-2**

**PROOF OF CLAIM AND RELEASE**

***DEADLINE FOR SUBMISSION AUGUST 13, 2015***

**IF YOU PURCHASED OCZ TECHNOLOGY GROUP, INC. (“OCZ”) COMMON STOCK AND/OR CALL OPTIONS DURING THE PERIOD JULY 6, 2011 THROUGH JANUARY 22, 2013, INCLUSIVE, YOU ARE A SETTLEMENT CLASS MEMBER.**

**Excluded from the Settlement Class are the Defendants, OCZ Technology Group, Inc., Ryan M. Petersen and Arthur F. Knapp, Jr. (the “Individual Defendants”), members of the Individual Defendants’ immediate families, officers, directors, and subsidiaries of OCZ, any firm, entity, or corporation in which any Defendant and/or any member(s) of an Individual Defendant’s immediate family has or have a controlling interest, any trust of which an Individual Defendant is the settlor or which is for the benefit of an Individual Defendant and/or any member of an Individual Defendant’s immediate family, and the legal representatives, heirs, or successors-in-interest of Defendants. .**

**Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the class pursuant to the Notice of Pendency and Proposed Settlement of Class Action accompanying this Proof of Claim and Release.**



1 **I. GENERAL INSTRUCTIONS**

2 A. To recover as a Member of the Settlement Class based on your claims in the  
3 action entitled *In re OCZ Technology Group, Inc. Securities Litigation*, 3:12-cv-05265-RS  
4 (N.D. Cal.) (the “Litigation”), you must complete and, on page 10 hereof, sign this Proof of  
5 Claim and Release. If you fail to file a properly addressed Proof of Claim and Release (as set  
6 forth in paragraph C below), your claim may be rejected and you may be precluded from any  
7 recovery from the Net Settlement Fund created in connection with the proposed settlement of  
8 the Litigation.

9 B. Submission of this Proof of Claim and Release, however, does not assure that  
10 you will share in the proceeds of settlement in the Litigation.

11 C. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF  
12 CLAIM AND RELEASE **POSTMARKED ON OR BEFORE AUGUST 13, 2015**,  
13 ADDRESSED TO THE CLAIMS ADMINISTRATOR AS FOLLOWS: OCZ Technology  
14 Group, Inc. Securities Litigation, P.O. Box 3757, Portland, Oregon 97208-3757  
15

16 **You will bear all risks of delay or non-delivery of your claim.** If you are NOT a Member  
17 of the Settlement Class (as defined in the “Notice of Pendency and Proposed Settlement of  
18 Class Action”) DO NOT submit a Proof of Claim and Release form.

19 D. If you are a Member of the Class, you are bound by the terms of any judgment  
20 entered in the litigation, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND  
21 RELEASE.

22 **II. CLAIMANT IDENTIFICATION INSTRUCTIONS**

23 A. If you purchased OCZ common stock and/or call options and held the  
24 certificate(s) in your name, you are the beneficial owner as well as the record owner. If,  
25 however, the certificate(s) were registered in the name of a third party, such as a nominee or  
26 brokerage firm, you are the beneficial owner and the third party is the record owner.  
27

1           B.     Use Section IV of this form entitled “Claimant Identification” to identify each  
2 owner of record (“nominee”), if different from the beneficial owner of OCZ common stock  
3 which forms the basis of this claim.

4           C.     THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL  
5 OWNERS, OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS, OF THE OCZ  
6 COMMON STOCK AND/OR CALL OPTION UPON WHICH THIS CLAIM IS BASED.

7           D.     A separate claim must be filed for each type of account or ownership (i.e.,  
8 individual account, IRA account, joint account, custodial account, etc.). Joint tenants or  
9 UGMA custodians should file a single claim.

10          E.     All joint owners must sign this claim. Executors, administrators, guardians,  
11 conservators and trustees must complete and sign this claim on behalf of persons represented  
12 by them. Documentation establishing their authority must accompany this claim and their  
13 titles or capacities must be stated.

14          F.     The Social Security or Taxpayer Identification number and telephone number  
15 of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing  
16 information could delay verification of your claim or result in rejection of the claim.

17 **III. TRANSACTION SCHEDULE INSTRUCTIONS**

18          A.     Use Section V of this form entitled “Schedule of Transactions in OCZ  
19 Common Stock” to supply all required details of your transaction(s) in OCZ common stock.  
20 If you need more space or additional schedules, attach separate sheets giving all of the  
21 required information in substantially the same form. Sign and print or type your name and  
22 Social Security or Taxpayer Identification number on each additional sheet.

23          B.     List each transaction in the Settlement Class Period separately and in  
24 chronological order, by trade date (not the “settlement” date), beginning with the earliest.  
25 You must accurately provide the month, day and year of each transaction you list.

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1 C. The date of covering a “short sale” is deemed to be the date of purchase of  
2 OCZ common stock. The date of a “short sale” is deemed to be the date of sale of OCZ  
3 common stock. Shares originally sold short will have a Recognized Claim of zero.

4 D. The price per share, paid or received, should be exclusive of all commissions,  
5 taxes, fees and other charges.

6 E. Copies of broker confirmation slips or monthly statements of your transactions  
7 in OCZ common stock must be attached to your claim. If such documents are not in your  
8 possession, please obtain equivalent contemporaneous documents from your broker or  
9 financial advisor. A complete list of acceptable supporting documentation can be found at the  
10 Claims Administrator’s website: [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com). Failure to provide this  
11 documentation could delay verification of your claim or result in rejection of your claim.

12 F. If your trading activity during the Settlement Class Period exceeds 50  
13 transactions, you must provide, in electronic file, all purchase and sale information required in  
14 the Schedule of Transactions. For a copy of instructions and parameters concerning such a  
15 submission, contact the Claims Administrator by toll-free phone at 866-960-5673, or via the  
16 website at [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com).

17 UNITED STATES DISTRICT COURT  
18 NORTHERN DISTRICT OF CALIFORNIA  
19 SAN FRANCISCO DIVISION

20 *In re OCZ Technology Group, Inc. Securities Litigation*

21 PROOF OF CLAIM

22 Must be received by the Claims Administrator postmarked no later than August 13, 2015

23 **IV. CLAIMANT IDENTIFICATION**

*Please Type or Print*

24  
25 \_\_\_\_\_  
Beneficial Owner’s Name (*as it appears on your brokerage statement*)

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27 \_\_\_\_\_  
Joint Beneficial Owner’s name (*as it appears on your brokerage statement*)

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Street Address

City

State

Zip Code

Foreign Province

Foreign Country

Social Security Number or Taxpayer Identification Number

OR

Tax Payer Identification Number

Specify one of the following:

- Individual/Sole Proprietor
- Joint Ownership
- Corporation
- UGMA Custodian
- IRA
- Partnership
- Pension Plan
- Estate
- Trust
- IRA
- Other: \_\_\_\_\_

Area Code & Telephone Number (day)

Area Code & Telephone Number (evening)

Record Owner's Name and Address (if different from beneficial owner listed above)

**V. SCHEDULE OF TRANSACTIONS IN OCZ COMMON STOCK**

A. State the total number of shares and/or call options of OCZ common stock owned at the **close** of trading on July 6, 2011, long or short (*if none, enter "0"; if other than zero, must be documented*): \_\_\_\_\_

B. Separately list each and **every purchase** of OCZ common stock during the period July 6, 2011 **through** January 22, 2013 and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Purchased	Price per Share (excluding commissions, taxes and fees)

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C. Separately list each and **every sale** of OCZ common stock during the period July 6, 2011 through January 22, 2013, and provide the following information (*must be documented*):

Trade Date (list chronologically) Month/Day/Year	Number of Shares Sold	Price per Share (excluding commissions, taxes and fees)

D. State the total number of shares of OCZ common stock owned at the close of trading on January 22, 2013, long or short (*if none, enter "0"; if other than zero, must be documented*): \_\_\_\_\_

E. Please check applicable box:

I certify that the submitting party is **not** an ERISA plan

I/We certify that the submitting party is an ERISA plan and has complied with the applicable ERISA exemption

**If you need additional space, attach the required information on separate, numbered sheets in the same format as above and print your name and Social Security or Taxpayer Identification number at the top of each additional sheet.**

**YOU MUST READ THE RELEASE AND SIGN ON PAGE TEN**

**VI. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I/We submit this Proof of Claim and Release under the terms of the Stipulation of Settlement described in the Notice. I/We also submit to the jurisdiction of the United States District Court for the Northern District of California with respect to my/our claim as a Class Member and for purposes of enforcing the release set forth herein. I/We further acknowledge that I/we am/are bound by and subject to the terms of any judgment that may be entered in the Litigation. I agree to furnish additional information to Lead Counsel to support this claim if

1 required to do so. I/we have not submitted any other claim covering the same purchases or  
2 sales of OCZ common stock during the Settlement Class Period and know of no other person  
3 having done so on my/our behalf.

4 **VII. RELEASE**

5 A. I/We hereby acknowledge full and complete satisfaction of, and do hereby  
6 fully, finally and forever settle, release and discharge from the Released Claims (defined  
7 below) each and all of the Defendants and their Related Persons, defined as each of a  
8 Defendant's past or present directors, officers, employees, partners, insurers, co-insurers,  
9 reinsurers, attorneys, accountants or auditors, banks or investment banks, advisors, personal  
10 or legal representatives, predecessors, successors, parents, subsidiaries, divisions, assigns,  
11 spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling  
12 interest, any member of an Individual Defendant's immediate family, or any trust of which  
13 any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant  
14 and/or member(s) of his family (collectively the "Released Persons").

15 B. "Released Claims" collectively means any and all claims (including Unknown  
16 Claims as defined below), demands, rights, liabilities, and causes of action of every nature  
17 and description whatsoever (including, but not limited to, any claims for damages, restitution,  
18 rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or  
19 liability whatsoever), whether based on federal, state, local, statutory or common law or any  
20 other law, rule or regulation, whether known or unknown, contingent or absolute, mature or  
21 immature, discoverable or undiscoverable, whether concealed or hidden, suspected or  
22 unsuspected, which now exist, or heretofore have existed, asserted or that could have been  
23 asserted by the Plaintiffs or any Settlement Class Member against the Defendants and their  
24 respective Related Persons based upon, arising out of, or relating in any way to: (a) the  
25 allegations, matters, facts, transactions, events, occurrences, disclosures, statements, acts,  
26 omissions or failures to act which were or could have been alleged in the Litigation, or (b) the

1 purchase, acquisition, disposition, sale or retention of OCZ securities by the Plaintiffs or any  
2 Settlement Class Member during the Settlement Class Period. Expressly excluded from  
3 Released Claims are: (1) the claims asserted in the consolidated federal shareholder derivative  
4 action captioned *In re OCZ Technology Group, Inc. Shareholder Derivative Litigation*, Case  
5 No. 3:12-cv-05556-RS; and (2) the matters set forth in paragraph 5.5 of the Stipulation.

6 C. "Unknown Claims" means any claims that the Plaintiffs or any  
7 Settlement Class Member does not know or suspect to exist in his, her or its favor at the time  
8 of the release of the Released Persons which, if known by him, her or it, would or might have  
9 affected his, her or its settlement with and release of the Released Persons, or would or might  
10 have affected his, her or its decisions with respect to this Settlement. Plaintiffs and Settlement  
11 Class Members may hereafter discover facts in addition to or different from those which he,  
12 she or it now knows or believes to be true with respect to the subject matter of the Released  
13 Claims, but Plaintiffs upon the Effective Date shall expressly, fully, finally and forever settle  
14 and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to  
15 have, and by operation of the Judgment shall have, fully, finally, and forever settled and  
16 released any and all Released Claims, known or unknown, suspected or unsuspected,  
17 contingent or non-contingent, whether or not concealed or hidden, which now exist, or  
18 heretofore have existed, upon any theory of law or equity now existing or coming into  
19 existence in the future, including, but not limited to, conduct that is negligent, intentional,  
20 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent  
21 discovery or existence of such different or additional facts. With respect to any and all  
22 Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date,  
23 Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to  
24 have waived, and by operation of the Judgment shall have waived, the provisions, rights, and  
25 benefits of California Civil Code Section 1542, which provides:

26 **A general release does not extend to claims which the creditor**  
27 **does not know or suspect to exist in his or her favor at the time of**

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**executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiffs shall expressly waive and relinquish, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished 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, which is similar, comparable or equivalent to California Civil Code Section 1542. Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims and the foregoing waiver were separately bargained for and a key element of the Settlement of which this release is a material and essential part.

D. This release shall be of no force or effect unless and until the Court approves the Stipulation of Settlement and the Stipulation becomes effective on the Effective Date (as defined in the Stipulation).

E. I/We hereby warrant and represent that I/we have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

F. I/We hereby warrant and represent that I/we have included information about all of my/our transactions in OCZ common stock and/or call options which occurred during the Settlement Class Period as well as the number of shares of OCZ common stock and/or call options (if any) held at the close of trading on July 6, 2011 and at the close of trading on January 22, 2013.

**VIII. CERTIFICATION**

UNDER THE PENALTY OF PERJURY, I/WE CERTIFY THAT:

A. The number shown on this form is my correct Social Security or Taxpayer Identification number.



1 B. I/We certify that I am/we are NOT subject to backup withholding under the  
2 provisions of Section 3406 (a)(1)(C) of the Internal Revenue Code.

3 **NOTE:** If you have been notified by the Internal Revenue Service that you are subject  
4 to backup withholding, you must cross out the word "NOT" in the sentence  
5 above.

6 C. I/We declare under penalty of perjury under the laws of the United States of  
7 America that the foregoing information supplied by the undersigned and any supporting  
8 documents attached hereto are true, correct and complete to the best of my/our knowledge,  
9 information and belief, and that this Proof of Claim and Release was executed this \_\_\_\_\_  
10 day of \_\_\_\_\_, in \_\_\_\_\_,

11 (Month/Year) (City) (State/Country)

12 \_\_\_\_\_  
13 Signature of Claimant

14 \_\_\_\_\_  
15 (Print your name here)

16 \_\_\_\_\_  
17 Signature of Joint Claimant, if any

18 \_\_\_\_\_  
19 (Print your name here)

20 \_\_\_\_\_  
21 Signature of person signing on behalf of Claimant

22 \_\_\_\_\_  
23 (Print your name here)

24 \_\_\_\_\_  
25 Capacity of person signing on behalf of Claimant,  
26 if other than an individual, (e.g., Executor,  
27 President, Custodian, etc.)

28 **ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT  
AMOUNT OF TIME. THANK YOU FOR YOUR PATIENCE.**

**Reminder Checklist:**

1. Remember to sign the above release and declaration.

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2. Remember to attach only **copies** of acceptable supporting documentation, a complete list of which can be found on the Claims Administrator’s website.
3. Do not send originals of securities certificates.
4. Keep copies of the completed claim form and documentation for your own records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested, or its equivalent. **You will bear all risks of delay or non-delivery of your claim.**
6. If your address changes in the future, or if these documents were sent to an old or incorrect address, please send us **written** notification of your new address.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at: OCZ Technology Group, Inc. Securities Litigation, P.O. Box 3757, Portland, Oregon 97208-3757; or by toll-free phone at 866-960-5673

# EXHIBIT A - 3

1 MARK PUNZALAN  
2 PUNZALAN LAW, P.C.  
3 600 Allerton Street  
4 Suite 201  
5 Redwood City, CA 94063  
6 Tel: (650) 362-4150  
7 Fax: (650) 362-4151  
8 Email: markp@punzalanlaw.com

9 *[Additional counsel on signature page]*

10 *Attorneys for Lead Plaintiffs*

11 UNITED STATES DISTRICT COURT  
12 NORTHERN DISTRICT OF CALIFORNIA

13 IN RE OCZ TECHNOLOGY GROUP,  
14 INC. SECURITIES LITIGATION

No. 3:12-cv-05265-RS

15 **SUMMARY NOTICE OF PENDENCY**  
16 **AND PROPOSED SETTLEMENT OF**  
17 **CLASS ACTION**

1                                    **SUMMARY NOTICE OF PENDENCY OF CLASS ACTION**  
2                                    **AND PROPOSED SETTLEMENT**

3 TO: ALL PERSONS WHO PURCHASED OCZ TECHNOLOGY GROUP, INC.  
4 (“OCZ” OR “THE COMPANY”) COMMON STOCK AND/OR CALL OPTIONS  
5 DURING THE PERIOD JULY 6, 2011 THROUGH JANUARY 22, 2013,  
6 INCLUSIVE (THE “SETTLEMENT CLASS”)

7            The purpose of this Summary Notice is to inform you of the proposed settlement  
8 of the above-captioned consolidated shareholder class action (the “Litigation”). This  
9 Summary Notice should be read in conjunction with, and is qualified in its entirety by  
10 reference to, the text of the Stipulation of Settlement dated April 13, 2015 (the  
11 “Stipulation”), which is available on Lead Counsel’s web site at [www.zlk.com](http://www.zlk.com) and also  
12 at [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com).

13            YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of  
14 Civil Procedure and an Order of the United States District Court for the Northern  
15 District of California, that a hearing will be held at 1:30 p.m. on July 30, 2015, at the  
16 United States District Court for the Northern District of California, 450 Golden Gate  
17 Avenue, Courtroom 3 – 17th floor, San Francisco, CA 94102, for the purpose of  
18 determining (1) whether the Court should certify the Settlement Class for purposes of  
19 the Settlement pursuant to Federal Rule of Civil Procedure 23; (2) whether the proposed  
20 Settlement of the claims in the Litigation for the sum of \$7,500,000 in cash should be  
21 approved by the Court as fair, reasonable and adequate; (2) whether, thereafter, this  
22 Litigation should be dismissed with prejudice as against the Defendants and a judgment  
23 entered releasing all Released Claims against Defendants and each of their respective  
24 Related Persons as set forth in the Stipulation of Settlement dated as of April 13, 2015;  
25 (3) whether the Plan of Allocation is fair, reasonable and adequate and therefore should  
26 be approved; (4) whether the application of Plaintiffs’ Counsel for the payment of  
27 attorneys’ fees and reimbursement of expenses incurred in connection with prosecuting  
28

1 this Litigation against the Defendants should be approved; (5) such other matters as the  
2 Court may deem appropriate.

3 IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS DESCRIBED  
4 ABOVE, YOUR RIGHTS WILL BE AFFECTED AND YOU MAY BE ENTITLED  
5 TO SHARE IN THE SETTLEMENT FUND. If you have not received a detailed  
6 Notice of Pendency and Proposed Settlement of Class Action and a copy of the Proof of  
7 Claim and Release form, you may obtain a copy by contacting the Claims Administrator  
8 by mail at OCZ Technology Group, Inc. Securities Litigation, P.O. Box 3757, Portland,  
9 Oregon 97208-3757; by toll free phone at 866-960-5673; or by visiting the website  
10 [www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com). If you are a Settlement Class Member, in order to  
11 share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim  
12 and Release **postmarked no later than August 13, 2015**, establishing that you are  
13 entitled to recovery.

14 If you desire to be excluded from the Settlement Class, you must submit a  
15 request for exclusion **postmarked by July 13, 2015**, in the manner and form explained  
16 in the detailed Notice referred to above. All Members of the Settlement Class who have  
17 not requested exclusion from the Class will be bound by any judgment entered in the  
18 Litigation pursuant to the Stipulation.

19 Any objection to the Settlement must be mailed or delivered such that it is  
20 received by each of the following no later than July 13, 2015:

21 **COURT:**

22 Clerk of the Court  
23 United States District Court Northern District of California  
24 450 Golden Gate Ave.  
25 San Francisco, CA 94102

26 **PLAINTIFFS' LEAD COUNSEL:**

27 Nicholas I. Porritt, Esq.  
28 LEVI & KORSINSKY LLP  
1101 30<sup>th</sup> Street, N.W.  
Suite 115  
Washington, D.C. 20007

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**COUNSEL FOR THE  
INDIVIDUAL DEFENDANTS:**

Norman J. Blears  
SIDLEY AUSTIN LLP  
1001 Page Mill Road, Building 1, 4th Floor  
Palo Alto, CA 94304

*Counsel for Defendant Arthur F. Knapp, Jr.*

David Siegel  
Daniel P. Lefler  
IRELL & MANELLA, LLP  
1800 Avenue of the Stars, Suite 900  
Los Angeles, CA 90067

*Counsel for Defendant Ryan Petersen*

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
REGARDING THIS NOTICE.** If you have any questions about the Settlement, you  
may contact Lead Counsel at the address listed above.

This is only a summary notice. The full Notice may be accessed at: [www.zlk.com](http://www.zlk.com) or  
[www.OCZSecuritiesSettlement.com](http://www.OCZSecuritiesSettlement.com).

DATED: [April \_\_, 2015] BY ORDER OF THE COURT

4825-3666-1027, v. 1

# EXHIBIT “B”



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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN RE OCZ TECHNOLOGY GROUP,  
INC. SECURITIES LITIGATION

No. 3:12-cv-05265-RS

**[PROPOSED] FINAL JUDGMENT  
AND ORDER OF DISMISSAL WITH  
PREJUDICE**

**EXHIBIT B**

1           This matter came before the Court for hearing pursuant to the Order of this Court,  
2 dated July 30, 2015, on the motion of the Parties for final approval of the Settlement set forth  
3 in the Amended Stipulation of Settlement dated as of April 13, 2015 (the “Stipulation”). Due  
4 and adequate notice having been given to the Settlement Class as required in said Order, and  
5 the Court having considered all papers filed and proceedings had herein and otherwise being  
6 fully informed in the premises and good cause appearing therefore, IT IS HEREBY  
7 ORDERED, ADJUDGED AND DECREED that:

8           1.       This Judgment incorporates by reference the definitions in the Stipulation, and  
9 all terms used herein shall have the same meanings as set forth in the Stipulation.

10          2.       This Court has jurisdiction over the subject matter of the Litigation and over all  
11 parties to the Litigation, including all Settlement Class Members.

12          3.       Pursuant to Federal Rule of Civil Procedure 23, this Court hereby approves the  
13 Settlement set forth in the Stipulation and finds that said Settlement is, in all respects, fair,  
14 just, reasonable and adequate to the Settlement Class. The Court also hereby reaffirms its  
15 findings and conclusion, set forth in the Preliminary Approval Order, that, for purposes of the  
16 Stipulation and the Settlement, this Settlement Class meets the prerequisites for bringing a  
17 class action set forth in Federal Rule of Civil Procedure Rule 23(a) and the requirements for  
18 maintenance of a class action under Rule 23(b)(3). The Court hereby makes final its  
19 previously conditional certification of the Settlement Class.

20          4.       Except as to any individual claim of those Persons (identified in Exhibit 1  
21 attached hereto) who have validly and timely requested exclusion from the Settlement Class,  
22 the Litigation and all claims contained therein, as well as all of the Released Claims are  
23 dismissed with prejudice by the Lead Plaintiffs and the other Members of the Settlement  
24 Class, and as against the Released Persons. The Settling Parties are to bear their own costs,  
25 except as otherwise provided in the Stipulation.

26          5.       The Court finds that the Stipulation and Settlement contained therein, and the  
27 Plan of Allocation are fair, reasonable and adequate as to each of the Settling Parties, and that

1 the Stipulation and Settlement contained therein and the Plan of Allocation are hereby finally  
2 approved in all respects, and the Settling Parties are hereby directed to perform its terms.

3 6. Upon the Effective Date hereof, the Lead Plaintiffs and each of the Settlement  
4 Class Members shall be deemed to have, and by operation of this Judgment shall have, fully,  
5 finally, and forever released, relinquished and discharged all Released Claims (including  
6 Unknown Claims) against each and all of the Defendants and their respective Related  
7 Persons, whether or not such Settlement Class Member executes and delivers the Proof of  
8 Claim and Release. The Settling Parties acknowledge and the Settlement Class Members  
9 shall be deemed by operation of law to acknowledge, that the waiver of Unknown Claims, and  
10 of the provisions, rights, and benefits of Section 1542 of the California Civil Code, was  
11 bargained for and is a key element of the Settlement of which the release in this paragraph is a  
12 part.

13 7. Lead Plaintiffs, all Settlement Class Members and anyone claiming through or  
14 on behalf of any of them, are forever barred and enjoined from commencing, instituting, or  
15 continuing to prosecute any action or proceeding in any court of law or equity, arbitration  
16 tribunal, administrative forum, or other forum of any kind, asserting against any of the  
17 Released Parties, and each of them, any of the Released Claims.

18 8. Upon the Effective Date, as defined in ¶ 1.8 of the Settlement Stipulation, each  
19 of the Defendants shall be deemed to have, and by operation of the Judgment shall have, fully,  
20 finally, and forever released, relinquished and discharged each and all of the Settlement Class  
21 Members and counsel to the Lead Plaintiffs from all claims (including Unknown Claims),  
22 arising out of, relating to, or in connection with the institution, prosecution, assertion,  
23 settlement or resolution of (i) the Litigation, or (ii) the Released Claims, other than their  
24 obligations as Escrow Agents and other obligations provided in the Stipulation.

25 9. The Notice of Pendency and Proposed Settlement of Class Action given to the  
26 Settlement Class was the best notice practicable under the circumstances, including the  
27 individual notice to all Members of the Settlement Class who could be identified through  
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1 reasonable effort. Said notice provided the best notice practicable under the circumstances of  
2 those proceedings and of the matters set forth therein, including the proposed Settlement set  
3 forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the  
4 requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

5 10. Any Plan of Allocation submitted by Plaintiffs' Counsel or any order entered  
6 regarding the attorneys' fees application shall in no way disturb, affect, or delay the entry of  
7 this Judgment and shall be considered separate from this Judgment.

8 11. Neither the Stipulation nor the Settlement contained therein, nor any act  
9 performed or document executed pursuant to or in furtherance of the Stipulation or the  
10 Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of,  
11 the validity of any Released Claim, or of any wrongdoing or liability of the Defendants, or (ii)  
12 is or may be deemed to be or may be used as an admission of, or evidence of, any fault or  
13 omission of any of the Defendants in any civil, criminal or administrative proceeding in any  
14 court, administrative agency or other tribunal. The Released Persons may file the Stipulation  
15 and/or the Judgment from this action in any other action that may be brought against them in  
16 order to support a defense or counterclaim based on principles of *res judicata*, collateral  
17 estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim  
18 preclusion or issue preclusion or similar defense or counterclaim.

19 12. In accordance with 15 U.S.C. § 78u-4(f)(7)(A), any and all claims for  
20 contribution and indemnification arising out of any Released Claim(s), including, but not  
21 limited to, any claims that are based upon any matters that were alleged or could have been  
22 alleged in the Litigation by any Person or entity against the Defendants or any of the Related  
23 Parties are, by operation of this Judgment, hereby permanently barred, extinguished,  
24 discharged, satisfied and unenforceable. All Persons are hereby barred and permanently  
25 enjoined, to the fullest extent allowed by law, from asserting, instituting or prosecuting in any  
26 capacity, before any court or governmental agency, any action or proceeding against any of  
27 the Defendants or any of the Related Parties for equitable, partial, comparative or complete

1 contribution, subrogation or indemnity, however denominated, based upon liability for the  
2 Released Claims, and the Court finds that all such claims extinguished, discharged, satisfied  
3 and unenforceable. Notwithstanding the foregoing, nothing in this Judgment shall apply to,  
4 bar or otherwise affect any rights or claims of Defendants with respect to their Insurers and/or  
5 the Insurers' Related Persons, including, but not limited to, any rights or claims under any  
6 directors' and officers' liability insurance or other applicable insurance coverage maintained  
7 by OCZ.

8 13. Without affecting the finality of this Judgment in any way, this Court hereby  
9 retains continuing jurisdiction over (a) implementation of this Settlement and any award or  
10 distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the  
11 Settlement Fund; (c) hearing and determining applications for attorneys' fees, interest and  
12 reimbursement of expenses in the Litigation; and (d) all parties hereto for the purpose of  
13 construing, enforcing and administering the Stipulation.

14 14. The Court finds that during the course of the Litigation, the Settling Parties and  
15 their respective counsel at all times prosecuted and defended the Litigation in good faith and  
16 at all times complied with the requirements of Federal Rule of Civil Procedure 11.

17 15. In the event that the Settlement does not become effective in accordance with  
18 the terms of the Stipulation or in the event that the Settlement Fund, or any portion thereof, is  
19 returned to the Defendants except as provided for in the Stipulation, then this Judgment shall  
20 be rendered null and void to the extent provided by and in accordance with the Stipulation and  
21 shall be vacated and, in such event, all orders entered and releases delivered in connection  
22 herewith shall be null and void to the extent provided by and in accordance with the  
23 Stipulation.

24 16. The Court hereby dismisses the Litigation and all Released Claims of the  
25 Settlement Class with prejudice, without costs as to any Settling Party. There is no reason for  
26 delay in the entry of this Final Judgment and Order of Dismissal with prejudice and  
27

1 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54 of the  
2 Federal Rules of Civil Procedure.

3

4 IT IS SO ORDERED.

5

6 DATED: \_\_\_\_\_

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THE HONORABLE RICHARD SEEBORG  
UNITED STATES DISTRICT JUDGE

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