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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION**

In re EXTREME NETWORKS, INC.
SECURITIES LITIGATION

Master File No. 5:15-cv-04883-BLF

CLASS ACTION

This Document Relates to:

~~PROPOSED~~ **FINAL ORDER AND
JUDGMENT** AS MODIFIED

All Actions.

WHEREAS:

A. As of November 30, 2018, Arkansas Teacher Retirement System (“ATRS” or
“Lead Plaintiff”), on behalf of itself and all other members of the proposed Settlement Class, on

1 the one hand, and Extreme Networks, Inc. (“Extreme” or “the Company”), Charles W. Berger,
2 Kenneth B. Arola, and John T. Kurtzweil (collectively, the “Individual Defendants,” and with the
3 Company, “Defendants”), on the other, by and through their counsel of record in the above-
4 captioned litigation (the “Action”), entered into a Stipulation and Agreement of Settlement (the
5 “Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure
6 and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed
7 settlement of the Action and the claims alleged in the Amended Consolidated Class Action
8 Complaint, filed on June 2, 2017, on the merits and with prejudice (the “Settlement”);

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10 B. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement,
11 Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of
12 Settlement, entered March 13, 2019 (the “Preliminary Approval Order”), the Court scheduled a
13 hearing for June 20, 2019, at 1:30 p.m. (the “Settlement Hearing”) to, among other things: (i)
14 determine whether the proposed Settlement of the Action on the terms and conditions provided
15 for in the Stipulation is fair, reasonable, and adequate, and should be approved by the Court; (ii)
16 determine whether a judgment as provided for in the Stipulation should be entered; and (iii) rule
17 on Lead Counsel’s Fee and Expense Application;

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19 C. The Court ordered that the Notice of Pendency of Class Action, Proposed
20 Settlement, and Motion for Attorneys’ Fees and Expenses (the “Notice”) and a Proof of Claim
21 and Release form (“Proof of Claim”), substantially in the forms attached to the Preliminary
22 Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid,
23 on or before ten (10) business days after the date of entry of the Preliminary Approval Order
24 (“Notice Date”) to all potential Settlement Class Members who could be identified through
25 reasonable effort, and that a Summary Notice of Pendency of Class Action, Proposed Settlement,
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1 and Motion for Attorneys' Fees and Expenses (the "Summary Notice"), substantially in the form
2 attached to the Preliminary Approval Order as Exhibit 3, be published in *Investor's Business*
3 *Daily* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date;

4 D. The Notice and the Summary Notice advised potential Settlement Class Members
5 of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that
6 any objections to the Settlement were required to be filed with the Court and served on counsel
7 for the Parties such that they were received by May 23, 2019;

9 E. The provisions of the Preliminary Approval Order as to notice were complied
10 with;

11 F. On May 9, 2019, Lead Plaintiff moved for final approval of the Settlement, as set
12 forth in the Preliminary Approval Order. The Settlement Hearing was duly held before this
13 Court on June 20, 2019, at which time all interested Persons were afforded the opportunity to be
14 heard; and

16 G. This Court has duly considered Lead Plaintiff's motion, the affidavits,
17 declarations, memoranda of law submitted in support thereof, the Stipulation, and all of the
18 submissions and arguments presented with respect to the proposed Settlement;

19 NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND
20 DECREED that:

21 1. This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with
22 the Court on November 30, 2018; and (ii) the Notice, which was filed with the Court on May 9,
23 2019. Capitalized terms not defined in this Judgment shall have the meaning set forth in the
24 Stipulation.
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1 2. This Court has jurisdiction over the subject matter of the Action and over all
2 parties to the Action, including all Settlement Class Members.

3 3. The Court hereby affirms its determinations in the Preliminary Approval Order
4 and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of
5 the Federal Rules of Civil Procedure, the Settlement Class of: all persons and entities that
6 purchased or otherwise acquired the publicly traded common stock and exchange-traded call
7 options, and/or sold put options, of Extreme Networks, Inc. during the period from September
8 12, 2013 through April 9, 2015, inclusive, and who were damaged thereby. Excluded from the
9 Settlement Class are: (i) the Defendants; (ii) the officers and directors of the Company during the
10 Class Period; (iii) the Company's subsidiaries and affiliates; (iv) the Company's employee
11 retirement and benefit plan(s) and their participants or beneficiaries, to the extent they made
12 purchases through such plan(s); (v) members of the immediate families of the Individual
13 Defendants and the officers and directors of the Company during the Class Period; (vi) any entity
14 in which any Defendant has or had a controlling interest; and (vii) the legal representatives,
15 heirs, successors, and assigns of any such excluded party. Also excluded from the Settlement
16 Class are those Persons listed on the annexed Exhibit A as having submitted an exclusion request
17 allowed by the Court.
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20 4. Pursuant to Fed. R. Civ. P. 23, and for purposes of the Settlement only, the Court
21 hereby re-affirms its determinations in the Preliminary Approval Order and finally certifies
22 ATRS as Class Representative for the Settlement Class; and finally appoints the law firm of
23 Labaton Sucharow LLP as Class Counsel for the Settlement Class and the law firm of Berman
24 Tabacco as Liaison Counsel for the Settlement Class.
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1 5. The Court finds that the mailing and publication of the Notice, Summary Notice,
2 and Proof of Claim: (i) complied with the Preliminary Approval Order; (ii) constituted the best
3 notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated
4 to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of
5 Allocation, of Lead Counsel’s request for an award of attorney’s fees and payment of litigation
6 expenses incurred in connection with the prosecution of the Action, of Settlement Class
7 Members’ right to object or seek exclusion from the Settlement Class, and of their right to appear
8 at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons
9 entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of
10 Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the
11 Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §
12 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the “PSLRA”).
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15 6. There have been no objections to the Settlement.

16 7. In light of the benefits to the Settlement Class, the complexity, expense and
17 possible duration of further litigation against Defendants, the risks of establishing liability and
18 damages, and the costs of continued litigation, the Court hereby fully and finally approves the
19 Settlement as set forth in the Stipulation in all respects, and finds that the Settlement is, in all
20 respects, fair, reasonable and adequate, and in the best interests of Lead Plaintiff and the
21 Settlement Class. This Court further finds the Settlement set forth in the Stipulation is the result
22 of arm’s-length negotiations between experienced counsel representing the interests of Lead
23 Plaintiff, the Settlement Class, and Defendants. The Settlement shall be consummated in
24 accordance with the terms and provisions of the Stipulation.
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1 8. The Amended Consolidated Class Action Complaint, filed on June 2, 2017, is
2 dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise
3 provided in the Stipulation.

4 9. The Court finds that during the course of the Action, the Parties and their
5 respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of
6 Civil Procedure.

7 10. Upon the Effective Date of the Settlement, Lead Plaintiff and each and every
8 other Settlement Class Member, on behalf of themselves and each of their respective heirs,
9 executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to
10 have fully, finally, and forever waived, released, discharged, and dismissed each and every one
11 of the Released Claims against each and every one of the Released Defendant Parties and shall
12 forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any
13 and all of the Released Claims against any and all of the Released Defendant Parties.
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15 11. Upon the Effective Date of the Settlement, Defendants, on behalf of themselves
16 and each of their respective heirs, executors, trustees, administrators, predecessors, successors,
17 and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and
18 dismissed each and every one of the Released Defendants' Claims against each and every one of
19 the Released Plaintiff Parties and shall forever be barred and enjoined from commencing,
20 instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against
21 any and all of the Released Plaintiff Parties.
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23 12. Each Settlement Class Member, whether or not such Settlement Class Member
24 executes and delivers a Proof of Claim, is bound by this Judgment, including, without limitation,
25 the release of claims as set forth in the Stipulation.
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1 13. This Judgment and the Stipulation, whether or not consummated, and any
2 discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and
3 any matter arising in connection with settlement discussions or negotiations, proceedings, or
4 agreements, shall not be offered or received against or to the prejudice of the Parties or their
5 respective counsel, for any purpose other than in an action to enforce the terms hereof, and in
6 particular:
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8 (a) do not constitute, and shall not be offered or received against or to the
9 prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any
10 presumption, concession, or admission by Defendants with respect to the truth of any allegation
11 by Lead Plaintiff and the Settlement Class, or the validity of any claim that has been or could
12 have been asserted in the Action or in any litigation, including but not limited to the Released
13 Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any
14 person or entity whatsoever;
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16 (a) do not constitute, and shall not be offered or received against or to the
17 prejudice of Defendants as evidence of a presumption, concession, or admission of any fault,
18 misrepresentation, or omission with respect to any statement or written document approved or
19 made by Defendants, or against or to the prejudice of Lead Plaintiff, or any other member of the
20 Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff, or the other
21 members of the Settlement Class;
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23 (b) do not constitute, and shall not be offered or received against or to the
24 prejudice of Defendants, Lead Plaintiff, any other member of the Settlement Class, or their
25 respective counsel, as evidence of a presumption, concession, or admission with respect to any
26 liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any
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1 other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other members
2 of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative
3 action or proceeding, other than such proceedings as may be necessary to effectuate the
4 provisions of the Stipulation;

5 (c) do not constitute, and shall not be construed against Defendants, Lead
6 Plaintiff, or any other member of the Settlement Class, as an admission or concession that the
7 consideration to be given hereunder represents the amount that could be or would have been
8 recovered after trial; and
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10 (d) do not constitute, and shall not be construed as or received in evidence as
11 an admission, concession, or presumption against Lead Plaintiff, or any other member of the
12 Settlement Class that any of their claims are without merit or infirm or that damages recoverable
13 under the Complaint would not have exceeded the Settlement Amount.
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15 14. The administration of the Settlement, and the decision of all disputed questions of
16 law and fact with respect to the validity of any claim or right of any Person to participate in the
17 distribution of the Net Settlement Fund, shall remain under the authority of this Court.

18 15. In the event that the Settlement does not become effective in accordance with the
19 terms of the Stipulation, then this Judgment shall be rendered null and void to the extent
20 provided by and in accordance with the Stipulation and shall be vacated, and in such event, all
21 orders entered and releases delivered in connection herewith shall be null and void to the extent
22 provided by and in accordance with the Stipulation.
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24 16. Without further order of the Court, the Parties may agree to reasonable extensions
25 of time to carry out any of the provisions of the Stipulation.
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EXHIBIT A

1. Walter Jitner, Napa, CA