

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

In re ONYX PHARMACEUTICALS, INC. SHAREHOLDER LITIGATION)	Lead Case No. CIV523789
)	<u>CLASS ACTION</u>
)	Assigned for All Purposes to Hon. Marie S. Weiner
_____)	
This Document Relates To:)	DEPT: 2
ALL ACTIONS.)	DATE ACTION FILED: 08/28/13
_____)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: ALL HOLDERS OF ONYX PHARMACEUTICALS, INC. (“ONYX”) COMMON STOCK WHO RECEIVED CONSIDERATION FOR THEIR SHARES IN THE ACQUISITION OF ONYX BY AMGEN INC. (“AMGEN”) AT THE PRICE OF \$125 PER SHARE, FIRST ANNOUNCED ON AUGUST 25, 2013

IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”).

THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.

I. WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the Superior Court of California, County of San Mateo (the “Court”). This Notice serves to inform you of the proposed settlement of the above class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated May 25, 2016 (the “Stipulation”).¹ The Class Representative, Philip J. Rosen, and Louisiana Municipal Police Employees’ Retirement System are the Plaintiffs and the Defendants are N. Anthony Coles, Paul Goddard, Antonio J. Grillo-Lopez, Magnus Lundberg, Corinne H. Nevinny, William R. Ringo, Wendell Wierenga and Thomas G. Wiggins. Upon and subject to the terms and conditions hereof, Plaintiffs, on behalf of themselves and the Class, on the one hand, and each of the Defendants, on the other hand (collectively, “Settling Parties”), intend this Settlement to be a final and complete resolution of all disputes between the Settling Parties with respect to the Litigation. This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit.

II. WHAT IS THE STATUS OF THE CASE?

On August 25, 2013, Onyx announced that it had agreed to be acquired by Amgen through a tender offer, in accordance with the terms set forth in an Agreement and Plan of Merger dated August 24, 2013 (the “Merger Agreement”). Pursuant to the terms of the Merger Agreement, Onyx shareholders received \$125 per share in an all-cash transaction valuing the Company at approximately \$10.4 billion.

On August 28, 2013, Plaintiff Philip J. Rosen filed a class action complaint with this Court on behalf of a class of Onyx shareholders challenging the Merger. On September 3, 2013, Plaintiff Louisiana Municipal Police Employees’ Retirement System filed a class action complaint in this Court, raising substantively similar claims against identical defendants. Ultimately, six class action cases were filed in this Court challenging the Merger, raising substantively similar allegations against largely similar groups of defendants.

On September 27, 2013, the Court consolidated the six pending actions before it into the consolidated action and appointed Block & Leviton LLP and Robbins Geller Rudman & Dowd LLP as Co-Lead Counsel for Plaintiffs.

On October 1, 2013, the tender offer closed and Amgen completed the Merger, with Onyx becoming a wholly-owned subsidiary of Amgen.

From the Fall of 2013 through October 2015, the parties conducted extensive adversarial discovery, whereby the parties, former parties and six subpoenaed non-parties combined to produce over 215,000 documents totaling over 1.2 million pages. Plaintiffs and Defendants propounded, and responded to, dozens of interrogatories and document requests.

Between January 21, 2015 and October 7, 2015, Plaintiffs took the depositions of 21 fact witnesses, located across two continents. The fact witnesses deposed included the entire Onyx Board, five representatives from four

¹ The Stipulation and all of its Exhibits can be viewed at www.onyxshareholderlitigation.com. All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

non-parties, three Amgen representatives, including Amgen's CEO Robert Bradway, and several key executives at Onyx.

On January 30, 2015, the Court held a hearing on Plaintiffs' Motion for Class Certification. At the hearing, the Court orally granted class certification and on April 10, 2015, entered an Order defining the Class as: "All holders of Onyx Pharmaceuticals Inc. common stock who received consideration for their shares in the acquisition of Onyx Pharmaceuticals by Amgen Inc. at the price of \$125.00 per share, first announced on August 25, 2013. Excluded from the Class are defendants and any persons, firm, trust, corporation or other entity related to or affiliated with any defendant."

Between August 10, 2015 and October 28, 2015, the parties exchanged expert reports and conducted expert discovery.

Between November 19, 2015 and January 25, 2016, the parties engaged in summary judgment briefing and the hearing on the Motion for Summary Judgment was scheduled to take place on February 24, 2016.

On February 12, 2016, the parties reached an agreement-in-principle to settle the Litigation and thereafter, the parties negotiated the complete terms of the Settlement, which are set forth in the Stipulation.

On March 2, 2016, Plaintiffs' Lead Counsel filed a Notice of Settlement, informing the Court that the parties had entered into a Memorandum of Understanding to resolve the Litigation and requesting that all pending deadlines and appearances be stricken from the case calendar pending the settlement approval process.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

III. WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$30,000,000 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and minus the costs of this Notice and all costs associated with the administration of the Settlement, as well as attorneys' fees and expenses, as approved by the Court (the "Net Settlement Fund"), will be distributed to Class Members who submit valid and timely Proofs of Claim ("Settlement Payment Recipients") pursuant to the Plan of Allocation that is described in the next section of this Notice.

IV. WHAT IS THE PROPOSED PLAN OF ALLOCATION?

Your share of the Net Settlement Fund will depend on how many shares of Onyx common stock you held at the time of the closing of the Merger and the number of valid Proofs of Claim that Class Members send in.

Distributions will be made to Settlement Payment Recipients after all claims have been processed and after the Court has finally approved the Settlement. The Net Settlement Fund will be disbursed by the Claims Administrator to the Settlement Payment Recipients and will be allocated on a *pro rata*, equal per-share basis amongst the Settlement Payment Recipients. Any distribution will require a \$10.00 minimum.

If there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Plaintiffs' Lead Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to Legal Aid Society of San Mateo County.

Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. The Settlement and the final Judgment releasing the Defendants and other Released Defendant Parties (as defined below) and dismissing this Litigation will nevertheless bind all Class Members.

Please contact the Claims Administrator if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Plaintiffs and Plaintiffs' Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

V. DO I NEED TO CONTACT PLAINTIFFS' LEAD COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Plaintiffs' Lead Counsel. If you did not receive this Notice but believe you should have, or if your address changes, please contact the Claims Administrator at:

Onyx Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30230
College Station, TX 77842-3230
Phone: 1-877-298-6114
www.onyxshareholderlitigation.com

VI. THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

VII. WHAT ARE THE REASONS FOR SETTLEMENT?

The Court has not reached any final decisions in connection with Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to this Settlement, which was reached with the substantial assistance of Judge Layn R. Phillips (Ret.), a highly experienced mediator of complex class actions. In reaching the Settlement, the Settling Parties have avoided the cost, delay and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not agree to the Settlement. The Settling Parties expected that if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the case against Defendants could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs and Plaintiffs' Lead Counsel believe that this Settlement is fair and reasonable to the members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a significant monetary recovery. Additionally, Plaintiffs' Lead Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, are an excellent result for the Class.

Defendants deny that they are liable to the Plaintiffs and the Class and deny that the Plaintiffs or the Class have suffered any recoverable damages in the Litigation.

VIII. WHO REPRESENTS THE CLASS?

The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP and Block & Leviton LLP to represent you and other Class Members. These lawyers are called Plaintiffs' Lead Counsel. These lawyers will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

IX. HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?

Plaintiffs' Lead Counsel will file a motion for an award of attorneys' fees and expenses that will be considered at the Settlement Fairness Hearing. Plaintiffs' Lead Counsel will apply for an award of up to 30% of the Settlement Fund, or up to \$9,000,000, plus payment of expenses incurred in connection with the Litigation in an amount not to exceed \$730,000, to be paid from the Settlement Fund. In addition, the Class Representative may seek a service award of up to \$3,000 for time and expenses incurred in representing the Class. These amounts will be paid out of the Settlement Fund; Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Plaintiffs' Counsel have committed significant time and expenses in litigating this case for the benefit of the Class. To date, Plaintiffs' Counsel have not been paid for their services in conducting this Litigation on behalf of the Plaintiffs and the Class, or for their expenses. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the

Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Plaintiffs' Counsel.

X. CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND EXPENSES, THE REQUESTED SERVICE AWARD TO THE CLASS REPRESENTATIVE, AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, the service award to the Class Representative, and/or the Plan of Allocation. In order for your objection to be considered, you must file a signed statement with the Court, stating that you object to the proposed Settlement in the *Onyx Shareholder Litigation*. You must include your name, address, daytime telephone number, signature, and proof of Class membership, and you must state the reasons for your objection, including all legal support you wish to bring to the Court's attention and any evidence you have to support your objection. Your objection must be filed with the Court and mailed to each of Plaintiffs' Lead Counsel and Defendants' counsel **by October 19, 2016**. The Court's address is San Mateo County Superior Court, Hall of Justice and Records, 400 County Center, Redwood City, CA 94063. Plaintiffs' Lead Counsel's addresses are Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o David Knotts; and Block & Leviton LLP, 155 Federal Street, Suite 400, Boston, MA 02110, c/o Jason M. Leviton. Defendants' counsel's address is Goodwin Procter LLP, 100 Northern Avenue, Boston, MA 02210, c/o Deborah S. Birnbach.

Attendance at the Settlement Fairness Hearing is not necessary; however, Class Members who have submitted an objection in the manner and time period described in this Notice may be heard, or have an attorney speak on their behalf, at the Settlement Fairness Hearing. If you or your attorney plan to be heard, you must indicate in your written objection your intention to appear and identify any witnesses or exhibits you intend to introduce. If you plan to have your attorney speak on your behalf, your attorney must, **on or before October 19, 2016**, file a Notice of Appearance in this Litigation with the Clerk of the Court and deliver a copy to all counsel listed in the above paragraph. Unless otherwise directed by the Court, any Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely objections shall be barred.

XI. HOW CAN I GET A PAYMENT?

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.onyxshareholderlitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than November 14, 2016**. The claim form may be submitted online at www.onyxshareholderlitigation.com. If you do not submit a valid Proof of Claim with all of the required information, you will not receive a payment from the Net Settlement Fund; however, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

XII. WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Defendant Parties (as defined below) about the same issues in this case or about issues that could have been asserted in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Plaintiff Parties' Claims in this case against the Released Defendant Parties.

"Released Defendant Parties" means (i) Defendants and any other past or present defendants in the Litigation (including, but not limited to, Amgen, Arena Acquisition Co. and Onyx), and each of their respective past, present or future direct or indirect parent entities, affiliates, subsidiaries and families, and (ii) with respect to each of the Persons in subsection (i), each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors (including, for the avoidance of doubt, Centerview Partners LLC), other advisors, consultants, accountants, auditors, investment bankers, entities providing any fairness opinion, non-insurance underwriters, brokers, dealers, lenders, commercial bankers, AIG/National Union Fire Insurance Company of Pittsburgh, Pa. ("AIG"), associates, heirs, executors, trusts, trustees, partners, partnerships, general or limited partners or partnerships, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, principals, managing directors, managing agents, joint ventures, managing members, members, managers, heirs, personal or legal representatives, estates, beneficiaries, distributees, foundations, fiduciaries, administrators, predecessors, predecessors-in-interest, successors and assigns.

"Released Plaintiff Parties' Claims" means all claims of every nature and description whatsoever (including Unknown Claims) based upon, arising out of or relating to the Litigation and/or the claims or allegations in the Litigation including, but not limited to, claims or allegations based upon, arising out of or relating to the acts, facts, events or disclosures alleged in the Litigation, including, without limitation, the purchase, sale or ownership of Onyx securities in connection with the Merger, all aspects or terms of the Merger (including all aspects or terms of the

Merger Agreement), and the obligations of any of the Defendants in connection with the Merger (including, but not limited to, any claims arising under federal or state statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside the United States and including any and all claims under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provision of the federal or state securities laws and any rule or regulation issued pursuant thereto, or relating to alleged fraud, breach of care, breach of loyalty, breach of fiduciary duty however labeled, misrepresentation or omission, negligence or gross negligence, quasi-appraisal, breach of contract, breach of trust, corporate waste, ultra vires acts, unjust enrichment, improper personal benefit, aiding and abetting, or otherwise).

“Unknown Claims” means (a) any Released Plaintiff Parties’ Claims that any Plaintiff or any other Released Plaintiff Party does not know or suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendant Parties, or might have affected his, her or its decision(s) with respect to the Settlement; and (b) any Released Defendant Parties’ Claims that any Defendant or any other Released Defendant Party does not know or suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Plaintiff Parties, or might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Defendants shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542 and 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 §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs and the Released Plaintiff Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Plaintiff Parties’ Claims, but Plaintiffs shall expressly and each 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 Plaintiff Parties’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, 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, reckless, 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. Similarly, the Defendants and Released Defendant Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Defendant Parties’ Claims, but each Defendant shall expressly and each Released Defendant Party, 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 Defendant Parties’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, 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, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims was separately bargained for and is a key element of the Settlement of which these releases are a part.

XIII. THE SETTLEMENT FAIRNESS HEARING

The Court will hold a Settlement Fairness Hearing on **November 18, 2016, at 9:00 a.m.**, before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether: (1) the Settlement of the Litigation for \$30,000,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund; (3) to approve a service award to the Class Representative for time and expenses he incurred in representing the Class out of the Settlement Fund; and (4) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Class.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection is made in writing and is filed, together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness Hearing, with the Court **no later than October 19, 2016**, and showing proof of service on the following counsel:

David Knotts
ROBBINS GELLER RUDMAN
& DOWD LLP
655 West Broadway, Suite 1900
San Diego, CA 92101

Jason M. Leviton
BLOCK & LEVITON LLP
155 Federal Street, Suite 400
Boston, MA 02110

Deborah S. Birnbach
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, MA 02210

XIV. HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and proposed Judgment may be obtained by contacting the Claims Administrator at:

Onyx Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30230
College Station, TX 77842-3230
Phone: 1-877-298-6114
www.onyxshareholderlitigation.com

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 or Jason M. Leviton, Block & Leviton LLP, 155 Federal Street, Suite 400, Boston, MA 02110, 1-617-398-5600, if you have any questions about the Litigation or the Settlement.

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES

If you held any Onyx common stock at the closing of the Merger, as a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Onyx Shareholder Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 30230
College Station, TX 77842-3230

If you choose to mail the Notice and 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 the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: July 26, 2016

BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN MATEO
HONORABLE MARIE S. WEINER