

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE GOOD TECHNOLOGY  
CORPORATION STOCKHOLDER  
LITIGATION

C.A. No. 11580-VCL

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

TO: ALL HOLDERS OF GOOD TECHNOLOGY CORPORATION (“GOOD”) COMMON STOCK ON OCTOBER 30, 2015, WHETHER BENEFICIAL OR OF RECORD, INCLUDING THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS IN INTERESTS, TRANSFEREES AND ASSIGNEES OF ALL SUCH FOREGOING HOLDERS, BUT EXCLUDING THE DEFENDANTS IN THE ACTION AND THEIR ASSOCIATES, AFFILIATES, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS IN INTEREST, TRANSFEREES AND ASSIGNEES (THE “CLASS”)

PLEASE READ ALL OF THIS NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THE ACTION (AS DEFINED HEREIN). IF THE COURT (AS DEFINED HEREIN) APPROVES THE PROPOSED SETTLEMENT DESCRIBED BELOW, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS OF THE PROPOSED SETTLEMENT, OR PURSUING THE RELEASED PLAINTIFFS’ CLAIMS (AS DEFINED HEREIN) AGAINST THE RELEASED DEFENDANT PARTIES (AS DEFINED HEREIN).

IF YOU HELD GOOD COMMON STOCK FOR THE BENEFIT OF OTHERS, READ THE SECTION BELOW ENTITLED “INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS.”

**I. PURPOSE OF NOTICE**

The purpose of this Notice of Pendency and Proposed Settlement of Class Action (this “Notice”) is to inform you of the proposed partial settlement (the “Settlement”) of the above-captioned lawsuit (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).<sup>1</sup> Pursuant to the Settlement, plaintiffs MARBEK Revocable Trust, Harvest Growth Capital LLC, Harvest Growth Capital II LLC, Saturn Partners LP III and SPLP II Opportunity LP (“Named Plaintiffs”), on their own behalf and on behalf of the Class, have agreed to settle and dismiss with prejudice their claims against defendant J.P. Morgan Securities LLC (“JP Morgan” or “Defendant,” together with the Named Plaintiffs, the “Settling Parties” and each a “Settling Party”), which relate to the sale of Good to BlackBerry Corporation (“BlackBerry”) for \$425 million (the “Merger”). In consideration of the Settlement, a total of thirty-five million dollars (\$35,000,000.00) in cash was deposited into an account and will be distributed to the Class according to the Plan of Allocation (described herein). The Settlement does not include any claims against: (1) the Board Defendants; and (2) the Fund Defendants.<sup>2</sup> These claims are ongoing as described below.

<sup>1</sup> The complete terms of the Settlement are set forth in the Stipulation and Agreement of Compromise and Settlement between the Named Plaintiffs and JP Morgan and Amendment No. 1 thereto (collectively, the “Stipulation”) which can be viewed and/or downloaded at [www.GoodTechnologySettlement.com](http://www.GoodTechnologySettlement.com).

<sup>2</sup> The “Board Defendants” refer to Christy Wyatt, Bandel L. Carano, John H.N. Fisher, Barry Schuler, Thomas Unterman, and Christopher Varelas.

The “Fund Defendants” refer to Oak Management Corporation, Oak Investment Partners X, LP, Oak X Affiliates Fund, LP, Draper Associates, L.P., Draper Associates, Inc., Draper Fisher Jurvetson ePlanet Partners, Ltd., Draper Fisher Jurvetson ePlanet Partners Fund, LLC, Draper Fisher Jurvetson ePlanet Ventures GmbH & Co. KG, Draper Fisher Jurvetson ePlanet Ventures L.P., Draper Fisher Jurvetson Management, LLC, Draper Fisher Jurvetson Fund VI, L.P., Draper Fisher

This Notice also informs you of the Court's certification of the Class and notifies you of your right to participate in a hearing before the Honorable J. Travis Laster to be held on April 5, 2018, at 10:00 a.m., at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 (the "Settlement Hearing") to determine whether the Court should approve the Settlement as fair, reasonable and adequate, whether the Named Plaintiffs and the law firms of Friedlander & Gorris, P.A. and Robbins Geller Rudman & Dowd LLP (together, "Plaintiffs' Counsel") have adequately represented the interests of the Class in the Action, and to consider other matters, including a request by Plaintiffs' Counsel for an award of attorneys' fees, costs and expenses incurred in connection with the prosecution of the Action.

On May 12, 2017, the Court granted the Named Plaintiffs' motion for class certification and certified the Class as defined above. For the avoidance of doubt, no beneficial or record holder of Good common stock on October 30, 2015 shall be excluded from the Class solely on the basis that JP Morgan or JP Morgan affiliates managed, advised or held a non-proprietary position in such common stock on behalf of such holder whether through an investment company, separately managed account or some pooled investment fund, or some other investment vehicle.

This Notice describes the rights you may have under the Settlement and what steps you may, but are not required to, take in relation to the Settlement.

If the Court approves the Settlement, the Settling Parties to the Action will ask the Court at the Settlement Hearing to enter a Judgment (as defined herein) dismissing all claims asserted in the Action against JP Morgan with prejudice.

If you are a member of the Class, you will be bound by any judgment entered in the Action. You may not opt out of the Class.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE SETTLING PARTIES AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE SETTLING PARTIES.**

## **II. BACKGROUND OF THE ACTION**

On September 4, 2015, Good and BlackBerry executed the Agreement and Plan of Merger (the "Merger Agreement") pursuant to which BlackBerry would acquire Good for \$425 million.

On September 4, 2015, Good stockholders holding a sufficient number of shares to adopt the Merger Agreement acted by written consent to adopt the Merger Agreement.

On or about September 30, 2015, Good disseminated the information statement in connection with the Merger (the "Information Statement").

On October 6, 2015, Named Plaintiffs filed their initial Verified Complaint against the Board Defendants and other members of Good's Board of Directors (the "Board"), alleging that they breached their fiduciary duties in connection with the Merger.

On October 9, 2015, Named Plaintiffs filed a Motion for Expedited Proceedings. The Court denied the motion on October 9, 2015, and ordered the parties to negotiate a trial schedule.

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Jurvetson Partners VI, LLC, DFJ Growth Fund 2006, Ltd., Draper Fisher Jurvetson Growth Fund 2006, L.P., Draper Fisher Jurvetson Growth Fund 2006 Partners, L.P., Draper Fisher Jurvetson Partners Growth Fund 2006, LLC, Draper Associates Riskmasters Fund III, LLC, Saints Rustic Canyon LLC, Saints Rustic Canyon, LP, Riverwood Capital Management, L.P., Riverwood Capital L.P., Riverwood Capital Partners L.P., Riverwood Capital Partners (Parallel-A) L.P. and Riverwood Capital Partners (Parallel-B) L.P.

On October 12, 2015, Named Plaintiffs filed their Verified Amended Complaint, which incorporated additional factual allegations based on, among other things, the Information Statement.

On October 23, 2015, Named Plaintiffs and the Board Defendants filed a Stipulation and [Proposed] Order Governing the Production and Exchange of Confidential and Highly Confidential Information. The Court granted the order on October 26, 2015.

On October 26, 2015, Good issued supplemental disclosures to the Information Statement.

On October 30, 2015, BlackBerry completed the Merger.

From about October 2015 through May 2017, Named Plaintiffs and the Board Defendants engaged in fact and third-party discovery, including preparing and serving requests for production of documents, interrogatories, requests for admission, and responses and objections to same. With respect to documents, Named Plaintiffs received and reviewed more than 1,100,000 pages of documents from Good, the Board Defendants, JP Morgan and other third parties. Named Plaintiffs also produced more than 7,600 pages of their own documents.

On August 25, 2016, Named Plaintiffs filed their Verified Second Amended Complaint, which incorporated additional factual allegations and added the following parties as defendants: (i) the Fund Defendants, who were certain venture capital firms associated with Good's directors; (ii) Good's Chief Financial Officer, Ronald J. Fior ("Fior"); and (iii) JP Morgan.

In October 2016, JP Morgan filed its Answer and Affirmative Defenses to the Verified Second Amended Complaint, denying that it aided and abetted a breach of fiduciary duty or committed any alleged wrongdoing.

On December 30, 2016, Named Plaintiffs filed a Motion for Class Certification. Over defendants' objections, the Court granted the motion and certified the Class on May 12, 2017.

From December 2016 through May 2017, Named Plaintiffs deposed 21 individuals, including each member of Good's Board as of the date of the Merger, Good's executives/employees, JP Morgan representatives, BlackBerry representatives, and Merrill Lynch, Pierce, Fenner & Smith Incorporated representatives.

In January and February 2017, defendants deposed each Named Plaintiff.

On February 1, 2017, the parties attended a full-day mediation with the assistance of JAMS mediator Robert Meyer, Esq. (the "Mediator"). After the February 1, 2017 mediation, Named Plaintiffs, the Board Defendants, the Fund Defendants and JP Morgan separately continued to engage in extensive settlement discussions, with assistance from the Mediator, through May 31, 2017.

On March 10, 2017, Named Plaintiffs voluntarily dismissed former Good director Russell E. Planitzer, LTP Fund II, LP and Lazard Technology Management LLC (now known as LTP Partners LLC) as defendants, which the Court granted on March 13, 2017.

On April 7, 2017, defendants sought leave to file motions for summary judgment. The Court denied the requests for leave on May 12, 2017.

On April 21, 2017, Named Plaintiffs voluntarily dismissed former Good directors Jon E. Barfield and Marc D. Gordon as defendants, which the Court granted on April 24, 2017.

On April 26, 2017, Named Plaintiffs voluntarily dismissed Fior as a defendant, which the Court granted on April 26, 2017.

The parties exchanged opening expert reports on March 17, 2017 and exchanged rebuttal expert reports on April 12, 2017.

In April and May 2017, Named Plaintiffs deposed the defendants' three experts.

In May 2017, defendants deposed Named Plaintiffs' two experts.

On May 31, 2017, the Settling Parties filed the Stipulated [Proposed] Joint Pre-Trial Order.

That afternoon on May 31, 2017, the Mediator made a double blind recommendation to Named Plaintiffs and JP Morgan.

Later that evening on May 31, 2017, prior to JP Morgan accepting the Mediator's recommendation, BlackBerry, through its counsel, confirmed in writing to JP Morgan, through its counsel, that BlackBerry would pay the full amount of the \$35 million Settlement Amount (as defined below) by JP Morgan. In accepting the Mediator's recommendation, JP Morgan explicitly stated that the full amount of the Settlement Amount will be paid by BlackBerry and included the written confirmation of this fact from BlackBerry through its counsel.

Thereafter, the Settling Parties formally agreed to accept the Mediator's recommendation. BlackBerry's agreement to pay the Settlement Amount was subsequently separately documented with JP Morgan, and provided that BlackBerry's source of the Settlement Amount would have no impact on BlackBerry's obligation to pay the Settlement Amount.

The Settlement is intended to fully, finally and forever resolve, discharge and settle the Released Plaintiffs' Claims (as defined herein) and the Released Defendant's Claims (as defined herein) with prejudice. It is the intention of Named Plaintiffs and Defendant that the Settlement will release all Released Plaintiffs' Claims that were alleged or could have been alleged by Named Plaintiffs or the Class against Released Defendant Parties in the Action.

The entry by Named Plaintiffs and JP Morgan into the Settlement is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses asserted in the Action.

Plaintiffs' Counsel have conducted an investigation and pursued discovery relating to the claims and the underlying events and transactions alleged in the Action. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and through discovery, and have researched the applicable law with respect to the claims of Named Plaintiffs and the Class. In negotiating and evaluating the terms of the Settlement, Plaintiffs' Counsel considered the significant legal and factual defenses to Named Plaintiffs' claims against JP Morgan. Plaintiffs' Counsel have received sufficient information to evaluate the merits of the Settlement. Based upon their evaluation, Plaintiffs' Counsel have determined that the Settlement is fair, reasonable and adequate and in the best interests of all members of the Class ("Class Members"), and that it confers substantial benefits upon the Class Members.

Defendant denies any and all allegations of wrongdoing, fault, liability or damage whatsoever; denies that it engaged in, committed, aided or abetted the commission of any breach of duty, wrongdoing or violation of law; denies that Named Plaintiffs or any of the other Class Members suffered any damage whatsoever; denies that it acted improperly in any way; believes that it acted properly at all times; maintains that it has complied with federal laws, state laws, and any applicable ethical or professional rules or standards; and maintains that it has neither committed nor aided and/or abetted any breach of duty or wrongdoing whatsoever in connection with the Merger or any claims alleged or asserted in the Action.

Defendant enters into the Stipulation solely because it considers it desirable that the Action be settled and dismissed with prejudice as to it in order to, among other things, eliminate the uncertainties, burden and expense of further litigation and finally put to rest and terminate all claims that were or could have been asserted in the Action. Nothing in the Stipulation shall be construed as an admission by Defendant of any wrongdoing, fault, liability or damages whatsoever.

### **III. THE SETTLEMENT CONSIDERATION**

In consideration of the Settlement, a total of thirty-five million dollars (\$35,000,000.00) in cash (the "Settlement Amount") was deposited by BlackBerry into an account on January 19, 2018 to be distributed to all Class Members who receive a portion of the Settlement Fund (as defined herein) pursuant to an approved Plan of Allocation (as described herein) (the "Settlement Payment Recipients").

### **IV. THE PLAN OF ALLOCATION**

Plaintiffs' Counsel will work with an administrator to oversee the administration of the Settlement and distribution of the Settlement Fund (the "Administrator"), and to identify the Settlement Payment Recipients from the list of potential Class Members provided by Good. The Settlement Payment Recipients do not include the defendants in the Action and their associates, affiliates, legal representatives, heirs, successors in interest, transferees and assignees.

Following the Effective Date (as defined here), the Net Settlement Amount (which is defined as the Settlement Amount less any fee, cost and expense award, and less any administrative costs, taxes and tax expenses) will be disbursed by the Administrator to the Settlement Payment Recipients on a per-share basis.

If there is any balance remaining in the Settlement Amount plus any interest that may accrue after it is deposited in the account (the "Settlement Fund") after six (6) months from the date of distribution of the Net Settlement Amount (whether by reason of tax refunds, uncashed checks or otherwise), the Administrator shall, if feasible, reallocate such balance among Settlement Payment Recipients who deposited the checks sent in the initial distribution in an equitable and economic fashion. Thereafter, any balance that still remains in the Settlement Fund that is not feasible to be re-distributed shall be escheated.

### **V. THE RELEASES**

Upon the Effective Date, Named Plaintiffs and all Class Members, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, including but not limited to their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall fully, finally and forever release, settle and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against the Released Defendant Parties.

Upon the Effective Date, Defendant on behalf of itself and anyone acting on its behalf who could assert any of the Released Defendant's Claims, including its respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns in their capacities as such, shall fully, finally and forever release, settle and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendant's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendant's Claims against any of the Released Plaintiff Parties.

As set forth in the Stipulation:

1. “Effective Date” means the first business day following the date the Judgment (defined below) becomes Final (defined below).

2. “Final” when referring to the Judgment, means (1) entry of the Judgment or (2) if there is an objection to the Settlement, the expiration of any time for appeal or review of the Judgment, or, if any appeal is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment on appeal in all material respects, which is no longer subject to review upon appeal or other review, and the expiration of the time for the filing of any petition for reargument, appeal or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment or allocation of attorneys’ fees, costs and expenses shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

3. “JP Morgan’s Preserved Claims” means such rights and claims as JP Morgan and any Released Defendant Parties may have against Good, BlackBerry, the Board Defendants and/or the Fund Defendants.

4. “Released Defendant Parties” means JP Morgan and all of its predecessors, successors and assigns, its direct and indirect parents, subsidiaries, and affiliates, and each of their respective current and former officers, directors, employees, managers, members, partners, agents, stockholders, attorneys, or legal representatives, and the predecessors, successors, heirs, executors, administrators, and assigns of each of the foregoing (all within their respective JP Morgan capacities). As used in this provision, “affiliates” means entities controlling, controlled by or under common control with any of the Released Defendant Parties. For the avoidance of doubt, “Released Defendant Parties” shall not include any named defendants other than JP Morgan.

5. “Released Defendant’s Claims” means any claims including Unknown Claims (as defined herein) that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by JP Morgan or any of its respective successors and assigns against any of the Released Plaintiff Parties, which arise out of or relate in any way to the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendant’s Claims do not include claims (1) to enforce the terms of the Stipulation or the Settlement or (2) in connection with any claims or defenses that JP Morgan might have or raise in connection with litigation involving the Board Defendants or the Fund Defendants relating to defending the Stipulation or the Settlement or any negotiations related thereto, or in connection with any claims or defenses that JP Morgan might have or raise in connection with any other settlement with any other party relating to defending the Stipulation or the Settlement, or negotiations related thereto, but in no event is this subsection (2) intended to prevent the Released Plaintiff Parties from enforcing the release, settlement and discharge of the Released Defendant’s Claims as otherwise provided in the Stipulation. For the avoidance of doubt, the Released Defendant’s Claims do not include the JP Morgan’s Preserved Claims.

6. “Released Plaintiff Parties” means Named Plaintiffs, all Class Members, and Plaintiffs’ Counsel.

7. “Released Plaintiffs’ Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, suits, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued,

apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, including Unknown Claims, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including claims within the exclusive jurisdiction of the federal courts, such as, but not limited to, federal securities claims or other claims based upon the purchase or sale of Good common stock), that (1) were alleged, asserted, set forth, or claimed in the Action against the Released Defendant Parties; or (2) could have been alleged, asserted, set forth or claimed in the Action or in any other action or in any other court, tribunal, or proceeding by Named Plaintiffs or any other members of the Class individually, or derivatively on behalf of Good or as a member of the Class, which are based upon, arise out of, result from, relate in any way to, or involve, directly or indirectly: (i) the Merger (or relate to or arise as a result of any of the events, acts or negotiations related thereto); (ii) any services that any of the Released Defendant Parties provided or services that Named Plaintiffs in the Action allege any of the Released Defendant Parties could have or should have provided to Good; (iii) JP Morgan's engagement letters with Good; (iv) Good's efforts to launch an initial public offering; (v) claims that were or could have been alleged, asserted, set forth, claimed, embraced, involved, or referred to in, or related to any complaints filed in the Action, including the Verified Second Amended Complaint; (vi) disclosures to Good's common stockholders about the Merger and/or JP Morgan; (vii) JP Morgan's services rendered to or on behalf of Good; and (viii) JP Morgan's purported conflicts of interest; provided, however, that the Released Plaintiffs' Claims do not include claims (1) to enforce the terms of the Stipulation or the Settlement or (2) in connection with any claims or defenses that Named Plaintiffs or any Class Members might have or raise in connection with litigation involving the Board Defendants or the Fund Defendants relating to defending the Stipulation or the Settlement or any negotiations related thereto, or in connection with any claims or defenses that Named Plaintiffs or any Class Members might have or raise in connection with any other settlement with any other party relating to defending the Stipulation or the Settlement, or negotiations related thereto, but in no event is this subsection (2) intended to prevent the Released Defendant Parties from enforcing the release, settlement and discharge of the Released Plaintiffs' Claims as otherwise provided in the Stipulation. For the avoidance of doubt, the Released Plaintiffs' Claims do not include any claims against the Board Defendants, the Fund Defendants, Good and/or BlackBerry.

8. "Unknown Claims" means any Released Plaintiffs' Claims that Named Plaintiffs, or any other Class Member, do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiffs' Claims, and any Released Defendant's Claims that JP Morgan or any of the other Defendant Released Parties does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant's Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs' Claims and Released Defendant's Claims, upon the Effective Date, Named Plaintiffs and Defendant shall expressly waive, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have expressly waived, relinquished and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. 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.

Named Plaintiffs and Defendant acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendant's Claims, but that it is the intention of Named Plaintiffs and Defendant, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Plaintiffs' Claims and Released Defendant's Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Named Plaintiffs and Defendant also acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of the Released Plaintiffs' Claims and the Released Defendant's Claims is separately bargained for and is a key element of the Settlement.

## **VI. ONGOING CLAIMS AGAINST THE BOARD DEFENDANTS AND FUND DEFENDANTS**

The Settlement does not include any claims against the Board Defendants and the Fund Defendants.

On May 23, 2017, the Named Plaintiffs, the Board Defendants and the Fund Defendants entered into a Term Sheet reflecting a \$17 million partial settlement in principle ("Term Sheet"). On July 28, 2017, the Board Defendants and the Fund Defendants filed a Motion to Enforce Settlement Agreement, which took the position that the Named Plaintiffs breached certain provisions of the Term Sheet by entering into the Settlement, and requested, among other things, that the Court order the Named Plaintiffs to perform under the Term Sheet by taking action to conform the terms of the Settlement with the Term Sheet or withdrawing from the Settlement.

The Board Defendants and the Fund Defendants have argued that the Named Plaintiffs must revise or withdraw from the Settlement because BlackBerry agreed to fund the Settlement and made a written request to the escrow agent to cover the Settlement Amount from the escrow established in connection with the Merger ("Escrow"). The Board Defendants and the Fund Defendants have argued that the Term Sheet prevents the Named Plaintiffs from executing the Settlement if the payment is to be made from the Escrow.

The Named Plaintiffs have argued that the Term Sheet was intended to and did preserve BlackBerry's contractual right under the Merger Agreement to settle stockholder claims and assert claims against the Escrow. The Named Plaintiffs have argued that the Settlement complies with the terms of the Term Sheet, and that the Board Defendants and the Fund Defendants are in default of their obligations to move forward with the finalization of the \$17 million partial settlement that is capable of being approved.

On October 27, 2017, the Court ruled that the dispute regarding the Term Sheet raised by the Board Defendants and the Fund Defendants was subject to binding arbitration and must be resolved by arbitration (the "Arbitration"). On November 1, 2017, the Named Plaintiffs filed a Demand for Arbitration with JAMS (which was subsequently amended on January 11, 2018) claiming that the Board Defendants and the Fund Defendants had, in fact, breached the Term Sheet. On November 15, 2017, the Board Defendants and the Fund Defendants filed a Response and Counterclaims arguing that the Settlement is in breach of the Term Sheet. The Named Plaintiffs believe that the Board Defendants' and the Fund Defendants' counterclaims are without merit.

Updates regarding the status of the Arbitration may be available at [www.GoodTechnologySettlement.com](http://www.GoodTechnologySettlement.com).

The Arbitration is solely between the Named Plaintiffs, the Board Defendants and the Fund Defendants. JP Morgan is not a party to the Arbitration, has not agreed to participate in the

Arbitration and cannot be compelled to do so. Accordingly, JP Morgan believes that the arbitrator in the Arbitration does not have the authority to fashion a remedy that purports to bind, irrevocably determine or impact the rights of JP Morgan, including by ordering any remedies that would purport to invalidate the Settlement or otherwise impact JP Morgan's rights. JP Morgan reserves all rights in this regard.

## **VII. REASONS FOR THE SETTLEMENT**

Named Plaintiffs and Plaintiffs' Counsel have reviewed and analyzed the facts and circumstances relating to the claims asserted in the Action, as known by Named Plaintiffs to date. Plaintiffs' Counsel have reviewed over 1.1 million pages of documents, and have taken 21 depositions (including each member of Good's Board as of the date of the Merger, Good's executives/employees, JP Morgan representatives, BlackBerry representatives, and Merrill Lynch, Pierce, Fenner & Smith Incorporated representatives). Plaintiffs' Counsel believe that they have received sufficient information to evaluate the merits of the proposed Settlement.

Plaintiffs' Counsel have analyzed the evidence adduced during their investigation, and have researched the applicable law with respect to the claims of Named Plaintiffs and the Class against JP Morgan and the potential defenses thereto. Based on this investigation and substantial discovery, Named Plaintiffs have decided to enter into the Settlement, after taking into account, among other things, (1) the substantial benefits to members of the Class from the Settlement; (2) the risks of continued litigation in the Action against JP Morgan; and (3) the conclusion reached by Plaintiffs' Counsel that the Settlement upon the terms and provisions set forth in the Stipulation is fair, reasonable, adequate, and in the best interests of the Class and will result in a material benefit to them.

The entry by Named Plaintiffs and JP Morgan into the Stipulation is not an admission as to the merit or lack of merit of any claims or defenses asserted in the Action.

Each Settling Party denies any and all allegations of wrongdoing, fault, liability or damage in the Action. The Settling Parties covenant and agree that neither the Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence, or an admission or concession by any Settling Party or their counsel, or Class Member, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding.

## **VIII. APPLICATION FOR ATTORNEYS' FEES, COSTS AND EXPENSES**

Concurrent with seeking final approval of the Settlement, Plaintiffs' Counsel intends to petition the Court for an award of litigation costs and expenses in an amount not to exceed \$1,780,000, and an award for attorneys' fees of up to 25% of the Settlement Amount, net of expenses. This petition will be made no less than twenty-eight (28) calendar days prior to the Settlement Hearing.

## **IX. SETTLEMENT HEARING**

The Court has scheduled a Settlement Hearing, which will be held on April 5, 2018, at 10:00 a.m. (the "Settlement Hearing Date"), in the Courtroom of the Honorable J. Travis Laster at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, to: (a) determine whether the Court should approve the Settlement as fair, reasonable and adequate; (b) determine whether the Judgment should be entered dismissing the Action as to JP Morgan; (c) consider the application by Plaintiffs' Counsel for attorneys' fees, costs and payment of expenses; (d) hear and determine any objections to the Settlement or the application of Plaintiffs' Counsel for an award of attorneys' fees, costs and expenses; and (e) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn and reconvene the Settlement Hearing, including the hearing on the application for attorneys' fees, costs and expenses, without further notice to the Class. The Court has also reserved the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Settling Parties to the Stipulation and without further notice to the Class.

#### **X. RIGHT TO APPEAR AND OBJECT**

Any member of the Class who objects to the Settlement and/or the Judgment to be entered by the Court, and/or Plaintiffs' Counsel's application for attorneys' fees, cost and expenses, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present any evidence or argument that may be proper and relevant; **provided, however**, that no member of the Class may be heard and no papers or briefs submitted by or on behalf of any member of the Class shall be received and considered, except by Order of the Court for good cause shown, unless, no later than March 22, 2018, such person files with the Register in Chancery, Court of Chancery of the State of Delaware, 500 North King Street, Wilmington, Delaware 19801, and serves upon the attorneys listed below: (a) a written notice of intention to appear; (b) proof of membership in the Class; (c) a detailed statement of objections to any matter before the Court; and (d) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider. These writings must also be served, on or before such filing with the Court, by hand or first-class mail upon the following attorneys:

Joel E. Friedlander  
Jeffrey M. Gorris  
Friedlander & Gorris, P.A.  
1201 N. Market Street, Suite 2200  
Wilmington, DE 19801

Edward B. Micheletti  
Alyssa S. O'Connell  
Skadden, Arps, Slate, Meagher & Flom LLP  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801

Unless the Court otherwise directs, no person will be entitled to object to the approval of the Settlement, the Judgment to be entered in the Action, or the fee, cost and expense application, nor will he, she or it otherwise be entitled to be heard, except by serving and filing a written objection as described above.

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including the right to appeal) and will be forever barred from raising such objection in this or any other action or proceeding.

#### **XI. ORDER AND JUDGMENT OF THE COURT**

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the Court will enter an Order and Judgment (the "Judgment"), which will, among other things:

- (a) Determine that the form and manner of notice of the Settlement was the best notice practicable under the circumstances and fully complied with each of the requirements of due process, Delaware Court of Chancery Rule 23, and applicable law;
- (b) Determine that all members of the Class are bound by the Judgment;
- (c) Determine that the Settlement is fair, reasonable and adequate;
- (d) Dismiss the Action with prejudice against JP Morgan;
- (e) Fully, finally and forever release, settle and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiffs' Claims;

(f) Bar and enjoin Named Plaintiffs and any Class Members from instituting, commencing, or prosecuting any and all Released Plaintiffs' Claims against any Released Defendant Party;

(g) Award Plaintiffs' Counsel such attorneys' fees, costs and expenses as the Court deems fair and reasonable; and

(h) Fully, finally and forever release, settle and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendant's Claims.

**XII. INSTRUCTIONS TO BROKERS AND OTHERS WHO HELD FOR THE BENEFIT OF OTHERS**

Brokerage firms, banks and/or other persons or entities who held shares of Good common stock for the benefit of others are requested to immediately send this Notice to all such beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such additional copies or provision of a list of names and mailing addresses of beneficial owners may be made to:

*In re Good Technology Stockholder Litigation*  
Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 404041  
Louisville, KY 40233-4041  
Toll free #: 1-866-654-2973  
Website: [www.GoodTechnologySettlement.com](http://www.GoodTechnologySettlement.com)

**XIII. SCOPE OF THE NOTICE**

This Notice is not all-inclusive. The references in this Notice to the pleadings in the Action, the Stipulation, and other papers and proceedings are only summaries and do not purport to be comprehensive. For the full details of the Action, claims which have been asserted in the Action and the terms and conditions of the Settlement, including a complete copy of the Stipulation, members of the Class are referred to the Court files in the Action. A complete copy of the Stipulation can also be found at [www.GoodTechnologySettlement.com](http://www.GoodTechnologySettlement.com).

You or your attorney may examine the Court files from the Action during regular business hours of each business day at the office of the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801.

Questions or comments about the Settlement or the Action may be directed to counsel for the Named Plaintiffs:

Joel E. Friedlander  
Jeffrey M. Gorris  
Friedlander & Gorris, P.A.  
1201 N. Market Street, Suite 2200  
Wilmington, DE 19801  
1-302-573-3500

Randall J. Baron  
A. Rick Atwood  
Robbins Geller Rudman & Dowd LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
1-800-449-4990

**DO NOT WRITE OR TELEPHONE THE COURT.**

Dated: November 20, 2017

BY ORDER OF THE COURT OF CHANCERY  
OF THE STATE OF DELAWARE

*In re Good Technology Stockholder Litigation*

Administrator

c/o Gilardi & Co. LLC

P.O. Box 404041

Louisville, KY 40233-4041

**GTG**

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