

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 of Proposed Settlement of Class Action (this “Notice”) is to inform you of the proposed settlement (the “Settlement”) of the above-captioned lawsuit (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”).¹

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 (i) defendants Christy Wyatt, Bandel L. Carano, John H.N. Fisher, Barry Schuler, Thomas Unterman, and Christopher Varelas (the “Board Defendants”); and (ii) defendants 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 Jurvetson Partners VI, LLC, DFJ Growth Fund 2006, Ltd., Draper Fisher Jurvetson Growth Fund 2006, 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. (the “Fund Defendants,” and, with the Board Defendants, “Defendants,” together with the Named Plaintiffs, the “Settling Parties” and each a “Settling Party”).

This Settlement resolves all actual and potential claims arising from or related to the sale of Good to BlackBerry Corporation (“BlackBerry”) for \$425 million (the “Merger”) on behalf of the Class.² In consideration of the Settlement, a total of seventeen million dollars (\$17,000,000.00) in cash will be deposited into an account and will be distributed to the Settlement Payment Recipients (described herein) according to the Plan of Allocation (described herein).

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 Court to be held on November 5, 2018, at 2:00 p.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

¹ The complete terms of the Settlement are set forth in the Stipulation and Agreement of Compromise and Settlement between the Named Plaintiffs and Defendants thereto (collectively, the “Stipulation”) which can be viewed and/or downloaded at www.GoodTechnologySettlement.com.

² This Settlement is in addition to the previously approved partial settlement between the Named Plaintiffs and J.P. Morgan Securities LLC (“JP Morgan”) for \$35 million, pursuant to the Stipulation and Agreement of Compromise and Settlement between Named Plaintiffs and JP Morgan dated August 21, 2017, as amended (“JP Morgan Stipulation”), as well as the Order and Final Judgment dated April 5, 2018.

& 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.

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 the Defendants 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.

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

On October 8, 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.

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 26, 2015, Good issued supplemental disclosures to the Information Statement (the “Supplement”).

On October 30, 2015, BlackBerry completed the Merger.

From approximately October 2015 through May 2017, the parties engaged in fact, expert, 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 Defendants and third parties. Named Plaintiffs also produced more than 7,600 pages of their own documents to Defendants. All sides took multiple depositions.

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) certain venture capital (“VC”) firms associated with Good directors, including the Fund Defendants; (ii) the Company’s Chief Financial Officer (“CFO”) Ronald J. Fior (“Fior”); and (iii) JP Morgan.

In September and October 2016, Defendants filed their Answers and Affirmative Defenses to the Verified Second Amended Complaint.

On December 30, 2016, Named Plaintiffs filed a Motion for Class Certification. The Court granted the motion and certified the Class on May 12, 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 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.

Between May 2017 and May 2018, trial was deferred based on a proposed settlement in principle between Named Plaintiffs and Defendants and as a result of a dispute relating to the term sheet reflecting their agreement.

On June 13, 2018, the parties advised the Court that Named Plaintiffs and Defendants had reached an agreement-in-principle to settle the Action.

This Stipulation is intended fully, finally and forever to resolve, discharge and settle the Released Plaintiffs' Claims (as defined herein) and the Released Defendants' Claims (as defined herein) with prejudice.

The entry by the Parties into this Stipulation 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 that were asserted or could have been asserted in this 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 Defendants. 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.

Defendants deny any and all allegations of wrongdoing, fault, liability or damage whatsoever; deny that they engaged in, committed or aided or abetted the commission of any breach of duty, wrongdoing or violation of law; deny that Named Plaintiffs or any of the other Class Members suffered any damage whatsoever; deny that they acted improperly in any way; believe that they acted properly at all times; maintain that the Board Defendants complied with their fiduciary duties; maintain that they have complied with federal laws, state laws, and any applicable ethical or professional rules or standards; and maintain that they have neither committed nor aided and/or abetted any breach of duty or wrongdoing whatsoever in connection with the Merger. Specifically, Defendants deny that they acted contrary to the best interests of Good and its stockholders, and further believe that the sale process leading up to the Merger intended to achieve, and did achieve, the best price reasonably available for Good stockholders.

Defendants enter into the Stipulation solely because they consider it desirable that the Action be settled and dismissed with prejudice 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 this Stipulation shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

Named Plaintiffs, the Class, and Defendants agree that between the present Settlement and the prior approved Settlement between the Class and JP Morgan, Named Plaintiffs and the Class intend to and have resolved all actual or potential claims arising from or related to the Merger on behalf of the Class and that the two settlements together are meant to achieve a global and complete release of all legal claims arising from or related to the Merger.

III. THE SETTLEMENT CONSIDERATION

In consideration of the Settlement, a total of seventeen million dollars (\$17,000,000.00) in cash (the "Settlement Amount"), shall be deposited into an account 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

In the prior settlement with JP Morgan, Good provided its closing list of recipients of Merger proceeds, identifying all holders of Good common stock on October 30, 2015, their addresses, and the number of shares of common stock held by each stockholder. Gilardi & Co. LLC ("Administrator"), acting under the direction of Plaintiffs' Counsel, issued exclusion notices to certain stockholders on the closing list, providing the opportunity for those stockholders to object to the exclusions. Plaintiffs' Counsel and objectors presented the issue to the Court. On July 31, 2018, the Court entered an order approving the final list of settlement recipient payments for the JP Morgan settlement ("Recipient List").

For the Plan of Allocation in this Settlement, absent objections, the Settlement Payment Recipients are the Class Members who are included in the Recipient List. Class Members may contact the Administrator if they have questions about whether they are included on the Recipient List.

Subject to the approval of the Court, following the Effective Date (as defined herein), 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 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 which still remains in the Net 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 anyone acting on their behalf, including 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 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, Defendants, on behalf of themselves and anyone acting on their behalf, including 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 Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants' 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 the later of (1) entry of the Judgment and the expiration of any time for appeal or review of the Judgment, or (2) 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 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. "Released Defendant Parties" means (i) the Board Defendants and the Fund Defendants and their past or present, direct or indirect, affiliates, associates, members, partners, partnerships, investment funds, insurers, indemnitors, subsidiaries, parents, predecessors, and successors (collectively "Affiliates") (for the avoidance of doubt, the Affiliates of Defendants include, without limitation, BlackBerry and Good); (ii) all associates, members, partners, officers, directors, employees, agents, advisors, financial or investment advisors and attorneys (including the Board Defendants' Counsel and the Fund Defendants' Counsel) of the Defendants and their respective Affiliates; (iii) any and all persons, firms, trusts, corporations, officers, directors or other individuals or entities in which any of the Defendants or their Affiliates have a financial interest; and (iv) the legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, assigns and insurers of any of the foregoing.

4. "Released Defendants' 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 Defendants or any of their 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 Defendants' Claims shall not include claims to enforce the Stipulation.

5. "Released Plaintiff Parties" means Named Plaintiffs, all Class Members, and Plaintiffs' Counsel.

6. "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 (as defined herein), 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 (i) were alleged, asserted, set forth, or claimed in the Action against the Released Defendant Parties; or (ii) 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: (a) the Merger or any element, term, condition or circumstance of the Merger, the sale process leading up to the Merger, or this or any other legal action related to the Merger; (b) any actions, deliberations, negotiations, discussions, offers, inquiries, solicitations of interest, indications of interest, bids, due diligence or any act or omission in connection with the review of strategic alternatives available to Good or the Merger, including the process of deliberation or negotiation by BlackBerry, Good, the Defendants, and any of their respective officers, directors, advisors or agents; (c) the consideration received by Named Plaintiffs and the Class; (d) any fiduciary obligations of the Board Defendants; or (e) the fees, expenses or costs incurred in prosecuting, defending, or settling the Action, except to the extent of any Fees and/or Expense Awards paid from the Settlement Fund pursuant to Section H hereof; provided, however, that the Released Plaintiffs' Claims shall not include the right to enforce the Stipulation or the JP Morgan Stipulation.

7. "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 Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants' 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 Defendants' Claims, upon the Effective Date, Named Plaintiffs and Defendants 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 Defendants 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 Defendants' Claims, but that it is the intention of Named Plaintiffs and Defendants, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Plaintiffs' Claims and Released Defendants' 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 Defendants 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 Defendants' Claims is separately bargained for and is a key element of the Settlement.

VI. 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 believes 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 Defendants 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 Defendants; and (3) the conclusion reached by Plaintiffs' Counsel that 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 Defendants 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 Named Plaintiffs or Defendants or their counsel, any Class Member, or any of the Released Defendant Parties or Released Plaintiff Parties, 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.

VII. 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 \$80,000.00, 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.

VIII. SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing, which will be held on November 5, 2018, at 2:00 p.m. (the "Settlement Hearing Date"), 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; (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.

IX. 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 fourteen (14) calendar days prior to the Settlement Hearing, 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

Peter J. Walsh, Jr.
Potter Anderson & Corroon LLP
Hercules Plaza, 6th Floor
1313 N. Market Street
Wilmington, DE 19801

William M. Lafferty
Morris, Nichols, Arsh & Tunnell LLP
1201 North Market Street
P.O. Box 1347
Wilmington, DE 19899-1347

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.

X. 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;
- (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.

XI. 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.GoodTechnologySecuritiesSettlement.com

XII. 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.GoodTechnologySecuritiesSettlement.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, Delaware 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
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: August 23, 2018

In re Good Technology Stockholder Litigation

Administrator
c/o Gilardi & Co. LLC
P.O. Box 404041
Louisville, KY 40233-4041

GT2

«Barcode»

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