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BRODSKY & SMITH, LLC
Evan Smith (No. 242352)
esmith@brodskysmith.com
9595 Wilshire Boulevard, Suite 900
Beverly Hills, California 90212
Telephone: (877) 534-2590
Facsimile: (310) 247-0160

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MATTHEW ODINOTSKI and JOHN SOLAK on Behalf of Themselves and All Others Similarly Situated, and Derivatively on behalf of PULSE ELECTRONICS CORPORATION,

Plaintiff,

v.

KAJ VAZALES, MARK TWAALFHOVEN, STEVEN G. CRANE, DAVID W. HEINZMANN, JOHN E. MAJOR, GARY E. SUTTON/NANCY SUTTON AS EXECUTOR OF GARY E. SUTTON'S ESTATE, ROBERT E. SWITZ., OAKTREE CAPITAL MANAGEMENT, L.P., and OCM PE HOLDINGS, L.P.

Defendants,

and

PULSE ELECTRONICS CORPORATION, a Pennsylvania corporation, Nominal Defendant

Lead Case No. 37-2015-00009254-CU-SL-CTL
Consolidated with:

37-2015-00010500-CU-SL-CTL
37-2015-00012857-CU-SL-CTL

Assigned to: Judge Richard E.L. Strauss
Dept. C-75

STIPULATION AND AGREEMENT OF COMPROMISE AND SETTLEMENT

Judge: Hon. Richard E.L. Strauss
Department: C-75

Action Filed: March 18, 2015

1 **STIPULATION AND AGREEMENT OF COMPROMISE AND SETTLEMENT**

2 This Stipulation and Agreement of Compromise and Settlement (the “Settlement
3 Agreement” or the “Stipulation”), dated as of October 30, 2017, is entered into by and among: (i)
4 the plaintiffs Matthew Odinoski (“Odinoski”), John Solak (“Solak”), Andreas Hahn (“Hahn”),
5 and AB Value Partners, LP (“AB Value”) (on behalf of themselves and each of the Class Members
6 (defined below) (“Plaintiffs”)) and (ii) the defendants Pulse Electronics Corporation (“Pulse”),
7 Mark Twaalfhoven (“Twaalfhoven”), Steven G. Crane (“Crane”), David W. Heinzmann
8 (“Heinzmann”), John E. Major (“Major”), Gary E. Sutton / Nancy Sutton as executor of Gary E.
9 Sutton’s estate (“Sutton”), Robert E. Switz (“Switz”), Oaktree Capital Management, L.P. (“Capital
10 Management”), and OCM PE Holdings, L.P. (“Holdings”) (collectively, the “Defendants”). The
11 Stipulation is intended by the parties to this Stipulation (the “Parties”) to fully and finally
12 compromise, resolve, discharge and settle the Released Claims, as defined herein, subject to the
13 approval of the Superior Court of California for San Diego County (the “Court”).

14 **A. BACKGROUND**

15 This litigation arises out of (i) the decision of Pulse’s Board of Directors (the “Pulse
16 Board”) in September 2014 to delist Pulse’s stock from the New York Stock Exchange (“NYSE”)
17 and deregister with the Securities and Exchange Commission (“SEC”) (the “Delisting and
18 Deregistration”); and (ii) the going-private transaction, among Pulse, Holdings and OCM PE
19 Merger Sub, Inc. (“Merger Sub”), which was consummated on April 13, 2015 whereby Pulse
20 merged with Merger Sub and remained the surviving corporation (the “Merger”) and cashed out
21 Pulse’s minority stockholders for \$1.50 per share.

22 On June 25, 2014, the NYSE notified Pulse that Pulse was not in compliance with the
23 NYSE listing standards and had not maintained an average market capitalization of \$50 million
24 for 30 consecutive days. On September 25, 2014, the Pulse Board decided to delist from the NYSE
25 and deregister its common stock with the SEC.

26 On October 30, 2014, the Pulse Board established a special committee to review and
27 consider a possible transaction with Holdings and other affiliates of investment funds managed by
28 Capital Management (collectively, “Oaktree”), which together owned approximately 68.7% of the

1 outstanding shares of Pulse’s common stock. The special committee was originally comprised of
2 Major, as Chair of the committee, and Crane, and was subsequently modified to replace Major
3 with Sutton (the “Special Committee”).

4 On March 2, 2015, following negotiations between the Special Committee and Oaktree,
5 Pulse announced that it had entered into a merger agreement with Holdings and Merger Sub
6 pursuant to which Oaktree would acquire the outstanding shares of Pulse common stock it did not
7 already own (the “Merger Agreement”). As of February 28, 2015, there were 5,473,212 shares of
8 common stock issued and outstanding that were not beneficially owned by Holdings.

9 Under the terms of the Merger Agreement, Oaktree agreed: (i) to provide an \$8.5 million
10 loan to Pulse within 30 days of the date of the Merger Agreement; (ii) at the closing of the
11 transaction, to contribute an additional \$8.5 million in cash to Pulse – for a total capital infusion
12 of \$17 million – in exchange for shares of common stock of Pulse in an amount determined by
13 dividing the aggregate investment amount of \$17 million by \$1.50 (the “Investment”), with the
14 result that Oaktree would own in excess of 80% of the outstanding common stock of Pulse; and
15 (iii) that, following consummation of the Investment, Merger Sub and Pulse would enter into a
16 short-form merger with Pulse as the surviving corporation.

17 The Merger Agreement further provided that, upon the consummation of the Merger, each
18 share of common stock that was issued and outstanding immediately prior to the effective time of
19 the Merger (other than shares held by Holdings, Merger Sub, or their affiliates) would be cancelled
20 and converted into the right to receive cash in an amount equal to \$1.50 per share, without interest
21 (the “Merger Price”).

22 On March 6, 2015, Pulse filed a Schedule 13E-3 transaction statement with the SEC
23 describing the Merger Agreement and the Merger.

24 On March 11 and 12, 2015, Odinotski and Solak sent letters to the Pulse Board demanding
25 that the directors take corrective action. On March 18, 2015, Odinotski and Solak filed a derivative
26 and class action lawsuit in this Court entitled *Odinotski v. Vazales, et al.*, Case No. 37-2015-
27 00009254-CU-SL-CTL, challenging the Merger.

28 On March 24, 2015, Hahn sent a letter to the Pulse Board demanding that the directors take

1 corrective action, and on March 27, 2015, Hahn filed a similar lawsuit entitled *Hahn v. Vazales*,
2 *et al.*, Case No. 37-2015-00010500-CU-SL-CTL.

3 On April 3, 2015, AB Value sent a letter to the Pulse Board demanding that the directors
4 take corrective action.

5 The Merger transaction closed on April 13, 2015.

6 On April 17, 2015, AB Value filed a lawsuit in this Court similar to the *Odinotski* and
7 *Hahn* actions entitled *AB Value Partners, LP v. Vazales, et al.*, Case No. 37-2015-00012857-CU-
8 SL-CTL.

9 On October 8, 2015, former Pulse stockholder Dugong LLC (“Dugong”) filed a petition
10 pursuant to Section 1579 of the Pennsylvania Business Corporation Law in the United States
11 District Court for the Eastern District of Pennsylvania for a determination of the fair value of its
12 shares acquired in the Merger (the “Appraisal Action”). Dugong held 476,318 shares of Pulse
13 common stock at the time the Merger closed.

14 On October 15, 2015, this Court consolidated the *Odinotski*, *Hahn*, and *AB Value* actions
15 under the caption *Odinotski v. Vazales, et al.*, Lead Case 37-2015-00009254-CU-SL-CTL (as
16 consolidated, the “Action”).

17 The Parties negotiated and agreed upon a Stipulation for Entry of Protective Order re:
18 Confidential Materials; [Proposed] Order thereon, which Plaintiffs submitted to the Court on
19 November 23, 2015. The Court entered the proposed order on November 24, 2015.

20 The Parties, thereafter, engaged in numerous meet and confer negotiation sessions and
21 extensive document discovery. Defendants produced approximately 13,000 documents. Plaintiffs
22 issued a subpoena to third-party, Houlihan Lokey, Inc. (“Houlihan Lokey”), Pulse’s financial
23 advisor, which produced another approximately 2,000 documents. In total, Defendants and
24 Houlihan Lokey produced and Plaintiffs reviewed approximately 15,000 non-public documents
25 totaling over 40,000 pages, including presentations to the Pulse Board, board materials prepared
26 by Pulse management in connection with the consideration of strategic alternatives during the
27 relevant time period, emails among Pulse’s board members, emails between the Special
28 Committee members, emails and documents between Pulse and Oaktree, internal Oaktree emails

1 and documents, emails between Oaktree directors, and documents related to Houlihan Lokey's
2 fairness opinion regarding the Merger. Plaintiffs produced documents as well. While document
3 discovery was ongoing, Defendants pursued potentially case dispositive motion practice. On
4 December 4, 2015, Holdings and Merger Sub (which Plaintiffs named in their original complaints)
5 filed a Demurrer to Complaint. The Court set the motion for hearing on April 29, 2016. On March
6 30, 2016, Pulse and the individual defendants moved for judgment on the pleadings on the direct
7 breach of fiduciary duty claims asserted against the individual defendants, arguing that, under
8 Pennsylvania law, directors' fiduciary duties run to the corporation itself, not to individual
9 shareholders. The Court set the motion for hearing on April 22, 2016. Plaintiffs opposed both
10 motions and the Parties fully briefed the issues.

11 On April 12, 2016, Plaintiffs took the deposition of Special Committee member Crane,
12 who also provided testimony on behalf of Pulse, pursuant to Section 2025.230 of the California
13 Code of Civil Procedure ("CCP"). On April 15, 2016, Plaintiffs took the deposition of Terry
14 Treemarcki, a representative of Houlihan Lokey, pursuant to CCP Section 2025.10. On April 21,
15 2016, Plaintiffs took the deposition of Pulse's former Chief Financial Officer, Michael C. Bond.

16 On April 22, 2016, after a hearing on the motion for judgment on the pleadings, the Court
17 granted the motion but also granted Plaintiffs leave to amend their operative complaint. The
18 Parties thereafter agreed to postpone six additional depositions noticed by Plaintiffs and
19 Defendants' depositions of Plaintiffs and to reschedule the depositions after Plaintiffs filed their
20 amended complaint

21 Plaintiffs filed their First Amended Shareholder Derivative and Class Action Complaint
22 for Breach of Fiduciary Duty on May 23, 2016 (the "Amended Complaint"). The Amended
23 Complaint asserted five counts: (i) a derivative claim against Capital Management, Holdings, and
24 the individual defendants for breach of fiduciary duty in connection with the Delisting and
25 Deregistration; (ii) a class action claim against Capital Management and Holdings in connection
26 with the issuance of stock to Holdings in connection with the Investment; (iii) a class action claim
27 against Capital Management and Holdings in connection with the Merger; (iv) a claim for an
28 equitable accounting against Capital Management and Holdings; and (v) a class action claim

1 against the individual defendants for purportedly aiding and abetting alleged breach of fiduciary
2 duty by Capital Management and Holdings.

3 In late June 2016, Defendants filed demurrers to the Amended Complaint, which Plaintiffs
4 opposed. On October 14, 2016, the Court overruled the demurrer to Count I of the Amended
5 Complaint and granted the demurrers as to Counts II through V without leave to amend. The Court
6 also sustained the demurrers as to the claims asserted by AB Value. Thus, Plaintiffs' derivative
7 claim for breach of fiduciary duty against Defendants remained pending but the Court dismissed
8 all of Plaintiffs' direct and class claims.

9 Also in October 2016, Pulse settled the Appraisal Action with Dugong.

10 On December 12, 2016, Plaintiffs filed a Notice of Appeal of the Court's rulings dismissing
11 Counts II through V and dismissing AB Value's claims (the "Appeal").

12 After the Court's ruling on the demurrers and the filing of Plaintiffs' Notice of Appeal, the
13 Parties engaged in arm's-length negotiations regarding a possible settlement of the Action. As a
14 result of the negotiations, on February 15, 2017, the Parties reached an agreement-in-principle to
15 resolve the Action (the "Settlement").

16 Defendants have denied, and continue to deny, all allegations of wrongdoing, fault,
17 liability, or damage to any of the respective Plaintiffs in the Action or the Class (defined below),
18 deny that they engaged in any wrongdoing, deny that they committed, aided, or abetted any
19 violation of law, deny that they acted improperly in any way, believe that they acted properly at
20 all times, and maintain that they have committed no disclosure violations or any other breach of
21 duty whatsoever in connection with the Merger or any public disclosures, but wish to settle solely
22 because it will eliminate the uncertainty, distraction, burden, and expense of further litigation.

23 Plaintiffs believe that they brought their claims in good faith and continue to believe that
24 such claims have legal merit, but believe that the Settlement allows the Company's minority
25 shareholders to reap additional compensation for their Pulse shares while eliminating the
26 uncertainty of the Appeal and further litigation and the delay of payment. Plaintiffs also believe
27 that their efforts in prosecuting the Action have resulted in a significant benefit for Pulse and its
28 stockholders which, under the circumstances, is fair, reasonable, and adequate.

1 **NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO AND**
2 **AGREED**, by Plaintiffs in the Action, for themselves and on behalf of the Class (as defined
3 below), and Defendants, that, subject to the approval of this Court under California Rule of Court
4 3.769 and pursuant to CCP Section 382 and the other conditions set forth herein, for the good and
5 valuable consideration set forth herein and conferred on Plaintiffs and the Class, the Action shall
6 be finally and fully settled, compromised, and judgment entered upon court approval dismissing
7 the Action with prejudice, and that the Released Claims (defined below) shall be finally and fully
8 compromised, settled, released as to the Released Parties (defined below), in the manner and upon
9 the terms and conditions hereafter set forth.

10 **B. DEFINITIONS**

11 1. The following capitalized terms, used in this Stipulation, shall have the
12 meanings specified below:

13 a. The “Claims Administrator” shall be _____.

14 b. “Class” means all holders of Pulse common stock during the period
15 beginning on September 25, 2014 through April 13, 2015, the date of the consummation of the
16 Merger, including any and all of their respective successors-in-interest, representatives, trustees,
17 executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or
18 entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding
19 Defendants, members of the immediate family of any Defendant, any entity in which a Defendant
20 has or had a controlling interest, Dugong, and the legal representatives, heirs, successors or assigns
21 of any such excluded person. For purposes of the Settlement only, the Action shall be certified as
22 a non-opt-out class action pursuant to CCP § 382.

23 c. “Class Member” means a member of the Class.

24 d. “Court Approval” means entry of the Judgment by the Court.

25 e. “Defendants” means Pulse, Capital Management, Holdings, Merger Sub,
26 and the Individual Defendants.

27 f. “Effective Date” means the first business day following the date the
28 Judgment becomes final and unappealable, whether by affirmance on or exhaustion of any possible

1 appeal. The finality of the Judgment shall not be affected by any appeal or other proceeding
2 regarding solely an application for attorneys' fees and expenses, any incentive awards to Plaintiffs,
3 or of the allocation of the Settlement Fund.

4 g. "Eligible Class Members" means all Class Members who owned Pulse
5 common stock immediately prior to the time the Merger became effective.

6 h. "Escrow Agent" means the Claims Administrator or any other duly
7 qualified settlement administrator selected and appointed by Plaintiffs' Counsel.

8 i. "Individual Defendants" means Vazales, Twaalfhoven, Crane, Heinzmann,
9 Major, Sutton, and Switz.

10 j. "Judgment" means the Order and Final Judgment to be entered in the Action
11 substantially in the form attached as **Exhibit A** hereto.

12 k. "Net Settlement Amount" means the Settlement Amount plus any interest
13 and accretions thereto less any attorneys' fees, costs, and expenses provided for herein or approved
14 by the Court and less Notice and Administration Expenses, Taxes and Tax Expenses, and other
15 Court-approved deductions.

16 l. "Parties" means Plaintiffs and Defendants.

17 m. "Person" means any natural person, corporation, partnership, limited
18 liability company, association, affiliate, joint stock company, estate, trust, unincorporated
19 association, entity, government and any political subdivision thereof, or any other type of business
20 or legal entity and their spouses, heirs, successors, representatives, or assignees.

21 n. "Plaintiffs" means Odinotski, Solak, Hahn, and AB Value.

22 o. "Plaintiffs' Counsel" means Prickett, Jones & Elliott, P.A., Brodsky Smith,
23 and Levi & Korsinsky LLP.

24 p. "Plan of Allocation" has the meaning set forth in Paragraph F(3) below.

25 q. "Released Claims" means the Released Plaintiff Claims and Released
26 Defendant Claims.

27 r. "Released Plaintiff Claims" means all known and Unknown Claims
28 (defined below) of every nature and description whatsoever against any of the Released

1 Defendants (defined below), that have been or could have been asserted by Plaintiffs or any
2 member of the Class in their capacity as shareholders of Pulse in any forum, including direct,
3 individual, derivative, class, or other claims, whether state, federal, or foreign, common law,
4 statutory, or regulatory, including, without limitation, claims under the federal securities laws,
5 arising out of, related to, or concerning (i) the Delisting and Deregistration (ii) the Investment and
6 issuance of stock to Oaktree in connection with the Investment; (iii) the Merger, the Merger
7 Agreement, or any element, term or condition of the Merger or the Merger Agreement,
8 (iii) Defendants' consideration, evaluation, or approval of the Merger, (iv) the disclosures or any
9 public filings, periodic reports, press releases, proxy statements or other statements issued, made
10 available, filed, or otherwise disclosed or communicated related to the Delisting and
11 Deregistration, the Investment, the Merger, or the Merger Agreement, including any amendments
12 thereto, (v) the consideration offered, paid or received by any Released Party or Class Member in
13 connection with the Merger, (vi) payments to the Company's directors and executive officers in
14 connection with the Merger, (vii) Houlihan Lokey's fairness opinion for the Merger; (vii) any
15 transactions between or among Capital Management, Holdings, and Pulse; (viii) the appointment
16 or replacement of any Pulse directors or officers; (ix) any other action, transaction, disclosure, or
17 omission involving Pulse in the period from September 27, 2012 through April 13, 2015; (x) any
18 alleged aiding and abetting of any of the foregoing, and (xi) any fees, costs or expenses incurred
19 in prosecuting, defending, or settling the Action (other than any award pursuant to Section F
20 hereof); **provided, however**, that the Released Plaintiff Claims shall not include the right to enforce
21 this Stipulation or the Settlement, and any properly perfected claims for statutory appraisal
22 pursuant to PA. C.S.A. § 1571 *et seq.*

23 s. "Released Defendant Claims" means all known and Unknown Claims
24 (defined below) of every nature and description whatsoever against any of the Released Plaintiffs
25 (defined below), that have been or could have been asserted by Defendants, or their respective
26 successors and assigns, in any forum, which arise out of or relate in any way to the institution,
27 prosecution, settlement, or dismissal of the Action; provided, however, that the Released
28 Defendant Claims shall not include claims to enforce this Stipulation or the Settlement.

1 t. “Released Defendants” means Defendants and their respective assigns,
2 predecessors, successors in interest, and past or present parents, subsidiaries, affiliates, directors,
3 officers, employees, members, partners, shareholders, investors, representatives, agents, trustees,
4 executors, heirs, spouses, marital communities, and transferees, and any persons or entities acting
5 for or on behalf of any of them, including, without limitation, any past or present investment
6 bankers, financial advisors, accountants, auditors, insurers, reinsurers, and attorneys.

7 u. “Released Parties” means collectively each and all of the Released
8 Defendants and each and all of the Released Plaintiffs.

9 v. “Released Plaintiffs” means Plaintiffs and their respective assigns,
10 predecessors, successors in interest, and past or present parents, subsidiaries, affiliates, directors,
11 officers, employees, members, partners, shareholders, investors, representatives, agents, trustees,
12 executors, heirs, spouses, marital communities, and transferees, and any persons or entities acting
13 for or on behalf of any of them, including, without limitation, any past or present investment
14 bankers, financial advisors, accountants, auditors, insurers, reinsurers, and attorneys, all other
15 Class Members, and their respective counsel.

16 w. “Settlement” means the settlement of the Action between and among
17 Plaintiffs, on behalf of themselves and the Class, and the Defendants, as set forth in this Stipulation.

18 x. “Settlement Amount” means eight hundred twenty-five thousand dollars
19 (\$825,000.00).

20 y. “Settlement Fund” means the monies paid to the Escrow Agent plus all
21 interest and accretions thereto.

22 z. “Settlement Hearing” means the hearing to be held by the Court to
23 determine whether to certify the Class for settlement purposes, whether Plaintiffs and Plaintiffs’
24 Counsel have adequately represented the Class, whether the proposed Settlement should be
25 approved as fair, reasonable and adequate, including the release of all Released Plaintiff Claims
26 and Released Defendant Claims, whether an Order and Judgment approving the Settlement and
27 dismissing the Action with prejudice should be entered, and whether and in what amount any
28 award of attorneys’ fees and expenses should be paid to Plaintiffs’ Counsel.

1 aa. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs,
2 imposts, and other charges of any kind (together with any and all interest, penalties, additions to
3 tax and additional amounts imposed with respect thereto) imposed by any governmental authority.

4 bb. “Tax Expenses” means all expenses of tax attorneys and/or accountants and
5 mailing, administration and distribution costs and expenses relating to the filing, of all necessary
6 or advisable tax returns for the Settlement Fund.

7 cc. “Unknown Claims” means any claim that Defendants, Plaintiffs, or any
8 member of the Class do not know or suspect exist in his, her or its favor at the time of the release
9 of the Released Claims as against the Released Parties, including without limitation those which,
10 if known, might have affected the decision to enter into the Settlement and this Stipulation. With
11 respect to any of the Released Claims, the Parties stipulate and agree that upon final approval of
12 the Settlement, Defendants and Plaintiffs shall expressly and each member of the Class shall be
13 deemed to have, and by operation of the final order and judgment by the Court shall have, expressly
14 waived, relinquished and released any and all provisions, rights and benefits conferred by or under
15 Cal. Civ. Code §1542 or any law of the United States or any state of the United States or territory
16 of the United States, or principle of common law, which is similar, comparable or equivalent to
17 Cal. Civ. Code §1542, which provides:

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

22 Defendants and Plaintiffs acknowledge, and the members of the Class by operation of law shall be
23 deemed to have acknowledged, that they may discover facts in addition to or different from those
24 now known or believed to be true with respect to the Released Claims, but that it is the intention
25 of Defendants, Plaintiffs, and by operation of law the members of the Class, to completely, fully,
26 finally and forever extinguish any and all Released Claims, known or unknown, suspected or
27 unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to
28 the subsequent discovery of additional or different facts. Defendants and Plaintiffs acknowledge,

1 and the members of the Class by operation of law shall be deemed to have acknowledged, that the
2 inclusion of “Unknown Claims” in the definition of “Released Claims” was separately bargained
3 for and was a material element of the Settlement and was relied upon by each and all of Defendants,
4 Plaintiffs and members of the Class by operation of law in entering into the Settlement and this
5 Stipulation.

6 **C. SETTLEMENT CONSIDERATION, SCOPE OF THE SETTLEMENT AND**
7 **RELEASES**

8 1. Pulse, on behalf of all Defendants, shall pay or cause to be paid the
9 Settlement Amount by wire transfer to the Claims Administrator, who will serve as Escrow Agent,
10 within ten (10) business days after the Effective Date. The Escrow Agent shall deposit the
11 Settlement Amount in a segregated escrow account maintained by the Escrow Agent.

12 2. The Settlement Amount having been agreed to in consideration for the full
13 and final settlement, entry of judgment dismissing the Action with prejudice, and the full release
14 of all Released Plaintiff Claims, no Released Defendant shall have any obligation to pay or bear
15 any additional amounts, expenses, costs, damages, or fees of any kind to or for the benefit of
16 Plaintiffs or any Class Members in connection with this Settlement, including but not limited to
17 attorneys’ fees and expenses for any counsel to any Class Member, any incentive award to any
18 plaintiff, or any notice or other costs in connection with administration of the Settlement, including
19 any Taxes or Tax Expenses, and the Released Defendants shall have no responsibility or liability
20 in regard to the administration of the Settlement or the distribution of the Settlement Fund.

21 3. As of the Effective Date, the Parties, their respective heirs, executors,
22 administrators, estates, predecessors in interest, predecessors, successors in interest, successors,
23 and assigns, and all Class Members shall fully, finally and forever release, settle and discharge the
24 Released Parties from and with respect to the Released Claims, and will be forever barred and
25 enjoined from commencing, instituting or prosecuting any action or other proceeding, in any
26 forum, asserting any Released Claims against any of the Released Parties; provided, however, that
27 the Released Claims shall not include the Parties and Plaintiffs’ Counsel’s rights to enforce the
28 Settlement.

1 **D. DISTRIBUTION OF THE SETTLEMENT FUND**

2 1. The Escrow Agent shall distribute the Net Settlement Amount pursuant to
3 the plan of allocation approved by the Court (the “Approved Allocation Plan”).

4 2. The Escrow Agent shall not disburse the Settlement Fund except as
5 provided in the Stipulation, by an order of the Court, or with the written agreement of counsel for
6 the Defendants.

7 3. Subject to further order(s) and/or directions as may be made by the Court,
8 or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as
9 are consistent with the terms of the Stipulation. All funds held by the Escrow Agent shall be
10 deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the
11 jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the
12 Stipulation and/or further order(s) of the Court.

13 4. Any funds in the Settlement Fund shall be invested in United States
14 Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest
15 all interest accrued thereon, except that any residual cash balances of less than \$250,000 may be
16 invested in an account that is fully insured by the United States Government or any agency thereof,
17 including the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu
18 of purchasing such Treasury Bills, all or any portion of the funds held in the Settlement Fund may
19 be deposited in a non-interest bearing account that is fully insured by the United States
20 Government or any agency thereof, including the FDIC.

21 5. The Settlement Fund is intended to be a “qualified settlement fund” within
22 the meaning of Treasury Regulation § 1.468B-1, and the Parties shall so treat it, and the Escrow
23 Agent as administrator of the Settlement Fund, or a duly qualified administrator selected by
24 Plaintiffs’ Counsel or the Escrow Agent to administer the Settlement Fund, within the meaning of
25 Treasury Regulation § 1.468B-2(k)(3), shall be responsible for filing tax returns for the Settlement
26 Fund and paying from the Settlement Fund any Taxes owed with respect to the Settlement Fund.
27 In addition, the Escrow Agent, as required, shall do all things that are necessary or advisable to
28 carry out the provisions of this Paragraph.

1 6. All Taxes arising with respect to the income earned by the Settlement Fund,
2 including any Taxes or tax treatments that may be imposed with respect to any income earned by
3 the Settlement Fund for any period during which the Settlement Fund does not qualify as a
4 qualified settlement fund for federal or state income tax purposes and any Tax Expenses shall be
5 paid out of the Settlement Fund. The Escrow Agent, or a duly appointed settlement administrator,
6 shall timely and properly file all informational and other tax returns necessary or advisable with
7 respect to the Settlement Fund and the distributions and payments therefrom, including, without
8 limitation, the tax returns described in Treas. Reg. § 1.468B-2(k), and to the extent applicable,
9 Treas. Reg. § 1.468B-2(l). All tax returns shall be consistent with the terms herein and in all events
10 shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the
11 Settlement Fund. The Escrow Agent is authorized to withdraw from the Settlement Fund amounts
12 necessary to pay Taxes and Tax Expenses.

13 **E. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR**
14 **APPROVAL**

15 1. As soon as practicable after this Settlement Agreement has been executed,
16 counsel for Plaintiffs shall apply to the Court for entry of an Order in the form attached hereto as
17 **Exhibit B** (the “Scheduling Order”), preliminarily approving the Settlement and providing for,
18 among other things: (a) a long-form notice to substantially in the form attached hereto as **Exhibit**
19 **C**, which shall be made available to Class Members as set forth in the Scheduling Order; (b)
20 publication of a summary notice to the Class substantially in the form attached hereto as **Exhibit**
21 **D** (the “Summary Notice”) as set forth in the Scheduling Order; (c) the scheduling of the
22 Settlement Hearing to consider: (i) the proposed Settlement, (ii) the request that the Judgment be
23 entered substantially in the form attached hereto as **Exhibit A**, (iii) certification of the Class for
24 settlement purposes only, and (iv) Plaintiffs’ application for attorneys’ fees and expenses and
25 incentive awards, and any objections to the foregoing; and (d) the injunction against the
26 prosecution of any of the Released Claims pending further order of the Court.

27 2. At the Settlement Hearing, counsel for Plaintiffs shall request that the
28 Judgment be entered substantially in the form attached hereto as **Exhibit A**.

1 3. Counsel for Plaintiffs also will request that the Court approve the proposed
2 Plan of Allocation and Plaintiffs' Counsels' request for fees and expenses and incentive awards,
3 as discussed below.

4 4. As soon as practicable after filing of the motion for preliminary approval,
5 Plaintiffs shall file a motion to stay the Appeal pending final disposition of the Settlement.
6 Defendants shall consent to the filing of that motion.

7 **F. ATTORNEYS' FEES AND EXPENSES, INCENTIVE AWARDS, AND**
8 **PLAN OF ALLOCATION**

9 1. Plaintiffs' Counsel intend to petition the Court for an award of attorneys'
10 fees and expenses incurred in connection with the Action not to exceed one third of the Settlement
11 Fund (the "Fee Application"). Defendants have agreed not to oppose such Fee Application. The
12 Parties acknowledge and agree that any fees and expenses awarded by the Court to Plaintiffs'
13 Counsel shall be paid to Brodsky Smith, as paying agent for all Plaintiffs' Counsel, within ten (10)
14 days after the Effective Date, to be distributed pursuant to their joint prosecution agreement, solely
15 from the Settlement Fund.

16 2. In addition, Plaintiffs intend to apply for incentive awards not to exceed one
17 thousand dollars (\$1,000.00) for each named Plaintiff, subject to Court approval (the "Incentive
18 Award Application"). Any Court approved incentive award shall come out of the court-approved
19 attorneys' fees and costs award. Plaintiffs' Counsel warrant that no portion of any such award of
20 attorneys' fees or expenses shall be paid to any named Plaintiff or any other Class Member other
21 than the named Plaintiffs approved by the Court to receive such awards.

22 3. In addition, Plaintiffs intend to apply to the Court for approval of a plan of
23 allocation pursuant to which the Net Settlement Amount will be distributed on a pro rata basis to
24 all Class Members who owned Pulse common stock immediately prior to the time the Merger
25 became effective ("Eligible Class Member" or "Eligible Class Members"), based on the number
26 of shares each such Eligible Class Member owned at that time (the "Plan of Allocation"). The
27 Depository Trust Corporation ("DTC") has a partial list of Eligible Class Members and the Escrow
28 Agent will arrange for DTC to make the distribution of the appropriate amounts to those Eligible

1 Class Members. A list of the remaining Eligible Class Members is attached hereto as **Exhibit E**.
2 The Escrow Agent will arrange for the distribution of the appropriate amounts to those Eligible
3 Class Members. The Released Defendants shall not have any responsibility for or liability with
4 respect to the allocation or distribution of the settlement proceeds.

5 4. The Fee Application, the Incentive Award Application, and the Plan of
6 Allocation are not material terms of this Stipulation, and it is not a condition of this Stipulation or
7 the Settlement that the Fee Application, the Incentive Award Application, or the Plan of Allocation
8 be granted or approved. The Fee Application, Incentive Award Application, and Plan of
9 Allocation may be considered separately from the proposed Settlement. Any disapproval or
10 modification of the Fee Application, Incentive Award Application, or Plan of Allocation by the
11 Court or on appeal shall not affect or delay the enforceability of this Stipulation, or provide any of
12 the Parties with the right to terminate the Settlement, or affect or delay the binding effect or finality
13 of the Judgment and the release of the Released Claims. Final resolution of the Fee Application,
14 Incentive Award Application, and Plan of Allocation shall not be a condition to the approval of
15 the Settlement or entry of the Judgment dismissing the Action.

16 **G. STAY PENDING COURT APPROVAL AND SUPPORT FOR THE**
17 **SETTLEMENT**

18 1. The Parties agree to stay proceedings in the Action and in the Appeal and
19 not to initiate any other proceedings other than those incident to the Settlement itself pending the
20 occurrence of the Effective Date. The Parties also agree to use their best efforts to seek a stay and
21 dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in any
22 other proceedings against any of the Released Parties that challenge the Settlement, or the Merger,
23 including any transactions contemplated thereby, or that otherwise involves, directly or indirectly,
24 a Released Claim.

25 2. The Parties agree to support the Settlement at the Settlement Hearing and
26 agree not to object to the Settlement or encourage any Class Member to object to the Settlement.

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1 **H. CONDITIONS OF SETTLEMENT**

2 1. This Stipulation shall be subject to the following conditions and shall be
3 cancelled and terminated unless:

4 a. the Court enters the Scheduling Order substantially in the form attached
5 hereto as **Exhibit B**;

6 b. the Court enters the Judgment substantially in the form attached hereto as
7 **Exhibit A**, provided however that approval of the Plan of Allocation and of any proposed Fee and
8 Expense Award (defined below) or incentive awards included in Exhibit A shall not be deemed
9 material conditions for approval of the Judgment, and

10 c. the Effective Date shall have occurred.

11 **I. ADMINISTRATION AND CALCULATION OF CLAIMS, FINAL**
12 **AWARDS AND SUPERVISION AND DISTRIBUTION OF THE**
13 **SETTLEMENT FUND**

14 1. After Court approval of the Settlement, entry of the Judgment, and
15 occurrence of the Effective Date, the Claims Administrator/Escrow Agent, subject to such
16 supervision and direction of the Court as may be necessary or as circumstances may require, shall
17 administer and calculate the amount to be paid to Eligible Class Members and shall oversee
18 distribution of the Net Settlement Amount to Eligible Class Members.

19 2. The Settlement Fund shall be applied as follows:

20 (a) to pay the Court-approved costs and expenses reasonably and actually incurred
21 in connection with providing notice and administering and distributing the Net Settlement Amount
22 (“Notice and Administration Costs”);

23 (b) to pay the Court-approved attorney’s fees and expenses of Plaintiffs’ Counsel
24 (the “Fee and Expense Award”) and any incentive awards to Plaintiffs, if and to the extent allowed
25 by the Court; and

26 (c) to distribute the Net Settlement Amount to Eligible Class Members pursuant
27 to the Approved Allocation Plan.

28

1 3. Plaintiffs' Counsel are permitted to pay up to \$50,000 from the Net
2 Settlement Amount for Notice and Administrative Expenses. Plaintiffs' Counsel shall apply to the
3 Court for approval to pay any Notice and Administration Expenses exceeding \$50,000 prior to the
4 payment of any such expenses from the Net Settlement Amount.

5 **J. DISMISSAL OF THE APPEAL**

6 1. As soon as practicable following the Effective Date, Plaintiffs shall notify
7 the Court of Appeal that the Settlement has been approved and all claims have been released, and
8 request that the Appeal be dismissed with prejudice.

9 **K. EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

10 1. If (a) the Court does not enter the Judgment in substantially the form of
11 Exhibit A (provided, however, that elimination or modification of the non-material terms described
12 in Paragraph F(4) above shall not constitute a substantial change), (b) the Court enters the
13 Judgment but on or following appellate review the Judgment is modified or reversed in any
14 material respect, or (c) any of the other conditions of Paragraph F above is not satisfied, this
15 Stipulation shall be cancelled and terminated unless counsel for each of the Parties, within ten (10)
16 business days from receipt of such ruling or event, agrees in writing with counsel for the other
17 Parties hereto to proceed with this Stipulation and Settlement, including only with such
18 modifications, if any, as to which all other Parties in their sole judgment and discretion may agree.
19 For purposes of this Paragraph, an intent to proceed shall not be valid unless it is expressed in a
20 signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs, and
21 expenses awarded by the Court to Plaintiffs' Counsel shall be deemed a material modification of
22 the Judgment or this Stipulation.

23 2. If the Effective Date does not occur, or if this Stipulation is disapproved,
24 canceled, or terminated pursuant to its terms, all of the Parties shall be deemed to have reverted to
25 their respective litigation status immediately prior to the execution of the Settlement, and they shall
26 proceed in all respects as if the Settlement and this Stipulation had not been executed and the
27 related orders had not been entered, and in that event all of their respective claims and defenses as
28

1 to any issue in the Action and the Appeal shall be preserved without prejudice in any way,
2 including Defendants' right to oppose certification of a class in any future proceedings.

3 **L. MISCELLANEOUS PROVISIONS**

4 1. All of the Exhibits referred to herein shall be incorporated by reference as
5 though fully set forth herein.

6 2. This Stipulation may be amended, modified, or waived only by a written
7 instrument signed by counsel for all Parties hereto or their successors.

8 3. The Parties represent and agree that the terms of the Settlement and this
9 Stipulation were negotiated at arm's length and in good faith by the Parties, and reflect a settlement
10 that was reached voluntarily based upon adequate information and sufficient discovery and after
11 consultation with experienced legal counsel. The language of this Stipulation shall not be
12 interpreted in favor of or against any Party as the drafter of this Stipulation.

13 4. To the extent that any monies remain in the Settlement Fund as a result of
14 checks to Eligible Class Members not being cashed, Eligible Class Members not being able to be
15 located, or otherwise, all such monies shall first be paid to satisfy any remaining Taxes, Tax
16 Expenses, Notice and Administrative Expenses or other expenses and then shall be paid to Pulse,
17 the derivative plaintiff on whose behalf the derivative claims were asserted.

18 5. The Plan of Allocation shall not be deemed to be a material term of this
19 settlement. This Stipulation shall remain binding and enforceable even if the Court decides upon
20 an allocation of the Settlement Fund that differs from the Plan of Allocation.

21 6. This Stipulation and all negotiations, discussions and proceedings in
22 connection with this Stipulation, shall not constitute any evidence, or an admission by any of the
23 Defendants, Plaintiffs or Released Parties, that any acts of wrongdoing have been committed or
24 not been committed and shall not be deemed to create any inference that there is any liability or
25 lack of liability on the part of any of the Released Parties. This Stipulation and all negotiations,
26 discussions and proceedings in connection with this Stipulation, shall not be offered or received in
27 evidence or used for any other purpose in this or any other proceeding in any court, administrative
28 agency, arbitration forum, or other tribunal other than as may be necessary to enforce the terms of

1 the Stipulation; *provided, however*, that the Stipulation and/or Judgment may be introduced in any
2 proceeding, whether in the Court or otherwise, as may be necessary to argue that the Stipulation
3 and/or Judgment has *res judicata*, collateral estoppel or other issue or claim preclusion effect or to
4 otherwise consummate or enforce the Settlement or Judgment.

5 7. To the extent permitted by law, all agreements made and orders entered
6 during the course of the Action relating to the confidentiality of documents or information shall
7 survive this Stipulation.

8 8. The waiver by any Party of any breach of this Stipulation by any other Party
9 shall not be deemed a waiver of that or any other prior or subsequent breach of any provision of
10 this Stipulation by any other Party.

11 9. This Stipulation and the Exhibits constitute the entire agreement among the
12 Parties and supersede any prior agreements among the Parties with respect to the subject matter
13 hereof. No representations, warranties, or inducements have been made to or relied upon by any
14 Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and
15 covenants expressly set forth in such documents.

16 10. This Stipulation may be executed in one or more counterparts, including by
17 facsimile and electronic mail, and, as executed, shall constitute one agreement.

18 11. The Parties and their respective counsel of record agree that they will use
19 their best efforts to obtain all necessary approvals of the Court required by this Stipulation
20 including, but not limited to, using their best efforts to resolve any objections raised to the
21 Settlement.

22 12. Plaintiffs and Plaintiffs' Counsel represent and warrant that Plaintiffs are
23 members of the Class and that none of the Plaintiffs' claims or causes of action referred to in this
24 Stipulation has been assigned, encumbered, or otherwise transferred in any manner in whole or in
25 part.

26 13. This Stipulation shall be binding upon and shall inure to the benefit of the
27 Parties and the Class (and, in the case of the releases, all Released Parties) and the respective legal
28 representatives, heirs, executors, administrators, transferees, successors, and assigns of all such

1 foregoing persons and upon any corporation, partnership, or other entity into or with which any
2 party may merge, consolidate, or reorganize.

3 a. The Stipulation, the Settlement, and any and all disputes arising out of or
4 relating in any way to any of them, whether in contract, tort or otherwise, shall be governed by and
5 construed in accordance with the laws of the state of California, without regard to conflict of laws
6 principles. Each of the Parties (a) irrevocably submits to the personal jurisdiction of any state or
7 federal court sitting in San Diego, California, as well as to the jurisdiction of all courts to which
8 an appeal may be taken from such courts, in any suit, action, or proceeding arising out of or relating
9 to this Stipulation or the Settlement, (b) agrees that all claims in respect of such suit, action, or
10 proceeding shall be brought, heard, and determined exclusively in the Court (provided that, in the
11 event that subject matter jurisdiction is unavailable in the Court, then all such claims shall be
12 brought, heard and determined exclusively in any other state or federal court sitting in San Diego,
13 California), and (c) expressly waives, and agrees not to plead or to make any claim that any such
14 action or proceeding is subject (in whole or in part) to, a jury trial.

15 14. Each person signing this Stipulation on behalf of a Party that is not a natural
16 person represents and warrants that he or she is duly authorized to execute this Stipulation by the
17 entity on whose behalf he or she is signing this Stipulation.

18 Stipulated and agreed to by:

19
20 _____
Matthew Odinotski

21
22 _____
John Solak

23
24 _____
25 Andreas Hahn
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M.O.

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11 14. Each person signing this Stipulation on behalf of a Party that is not a
 12 natural person represents and warrants that he or she is duly authorized to execute this
 13 Stipulation by the entity on whose behalf he or she is signing this Stipulation.

14 Stipulated and agreed to by:

15 
 16 Matthew Odnotski

17 _____
 18 John Solak

19 _____
 20 Andreas Hahn

21 _____
 22 on behalf of AB Value Partners, LP

23 Printed name: _____

24 Title: _____

25 _____
 26 on behalf of Pulse Electronics Corporation

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14 Stipulated and agreed to by:

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Matthew Odinoski



John Solak



Andreas Hahn

on behalf of AB Value Partners, LP

Printed name: _____

Title: _____

on behalf of Pulse Electronics Corporation

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Andrew Berger
on behalf of AB Value Partners, LP

Printed name: Andrew Berger

Title: MANAGER

on behalf of Pulse Electronics Corporation

Printed name: _____

Title: _____

Steven G. Crane

Mark Twaalfhoven

David W. Heinzmann

John E. Major

Nancy Sutton, as executor of
the estate of Gary E. Sutton

Robert E. Switz


Kaj Vazales

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on behalf of AB Value Partners, LP

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Title: _____

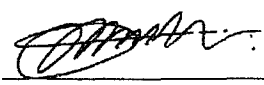


on behalf of Pulse Electronics Corporation

Printed name: Mark Twaalfhoven

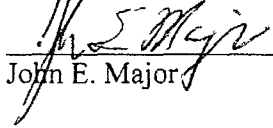
Title: CEO

Steven G. Crane



Mark Twaalfhoven

David W. Heinzmann



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Nancy Sutton, as executor of
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Robert E. Switz

Kaj Vazales

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on behalf of AB Value Partners, LP


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on behalf of Pulse Electronics Corporation

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on behalf of AB Value Partners, LP

Printed name: _____

Title: _____



on behalf of Pulse Electronics Corporation

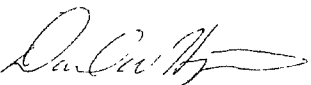
Printed name: Mark Twaalfhoven

Title: CEO

Steven G. Crane



Mark Twaalfhoven



David W. Heinzmann

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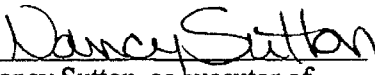
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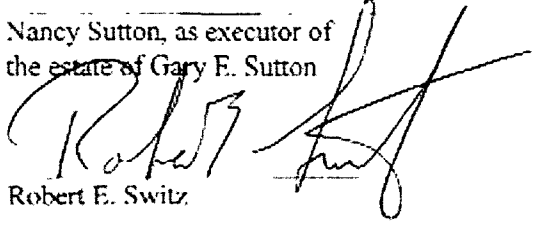
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on behalf of AB Value Partners, LP

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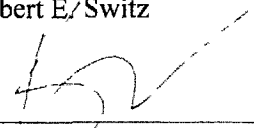
David W. Heinzmann

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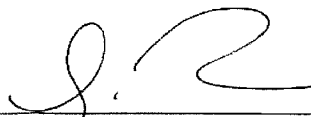
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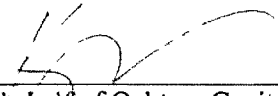
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on behalf of Oaktree Capital Management, L.P.

Printed name: Emily Stephens

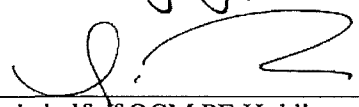
Title: Managing Director



on behalf of Oaktree Capital Management, L.P.

Printed name: Kaj Vazates

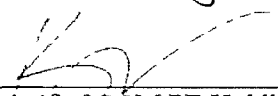
Title: Managing Director



on behalf of OCM PE Holdings, L.P.

Printed name: Emily Stephens

Title: Managing Director




on behalf of OCM PE Holdings, L.P.

Printed name: Kaj Vazates

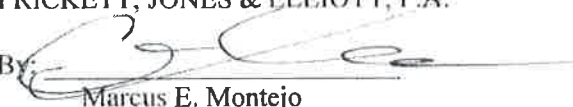
Title: Managing Director

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BRODSKY & SMITH, LLC

By: 
Evan J. Smith (SBN 242352)
*Counsel for Plaintiffs and Co-Lead
and Liaison Counsel*

PRICKETT, JONES & ELLIOTT, P.A.

By: 
Marcus E. Montejo
Corinne Elise Amato ✓
Kevin H. Davenport
Samuel L. Closic
*Counsel for AB Value Partners LP
and Co-Lead Counsel*

LEVI & KORSINSKY LLP

By: _____
Joseph Levi
*Counsel for Matthew Odinotski
and Co-Lead Counsel*

THE BRISCOE LAW FIRM, PLLC

By: _____
Willie Briscoe
Counsel for Andreas Hahn

POWERS TAYLOR LLP

By: _____
Patrick W. Powers
Meredith Mathews
Counsel for Andreas Hahn

CULLIN O'BRIEN LAW, P.A.

By: _____
Cullin O'Brien
Counsel for Andreas Hahn

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BRODSKY & SMITH, LLC

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*Counsel for Plaintiffs and Co-Lead
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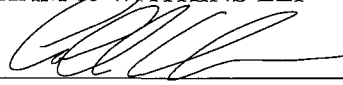
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LATHAM & WATKINS LLP

By: 

Colleen C. Smith
Kristin N. Murphy

*Counsel for Pulse Electronics Corporation,
Mark Twaalfhoven, Steven G. Crane,
David W. Heinzmann, John E. Major,
Nancy Sutton as executor of Gary E. Sutton's
Estate, Robert E. Switz, and Kaj Vazales*

PAUL, WEISS, RIFKIND
WHARTON & GARRISON LLP

By: 

Andrew J. Ehrlich
Robert N. Kravitz

*Counsel for Oaktree Capital Management, L.P.
and OCM PE Holdings, L.P.*

EXHIBIT “A”

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

MATTHEW ODINOTSKI and JOHN SOLAK on Behalf of Themselves and All Others Similarly Situated, and Derivatively on behalf of PULSE ELECTRONICS CORPORATION, Plaintiff,

) Lead Case No. 37-2015-00009254-CU-SL-CTL
) Consolidated with:
) 37-2015-00010500-CU-SL-CTL
) 37-2015-00012857-CU-SL-CTL

v.

ORDER AND FINAL JUDGMENT

KAJ VAZALES, MARK TWAALFHOVEN, STEVEN G. CRANE, DAVID W. HEINZMANN, JOHN E. MAJOR, GARY E. SUTTON/NANCY SUTTON AS EXECUTOR OF GARY E. SUTTON'S ESTATE, ROBERT E. SWITZ., OAKTREE CAPITAL MANAGEMENT, L.P., and OCM PE HOLDINGS, L.P.,

) Judge: Hon. Richard E.L. Strauss
) Department: C-75
) Action Filed: March 18, 2015

Defendants,

and

PULSE ELECTRONICS CORPORATION, a Pennsylvania corporation, Nominal Defendant.

ORDER AND FINAL JUDGMENT

On this ___ day of _____, 20__, a hearing having been held before this Court to determine whether the terms and conditions of the Stipulation and Agreement of Compromise and Settlement, dated as of October 30, 2017 (the "Stipulation" or the "Settlement Agreement")¹ which is annexed as an exhibit hereto and incorporated herein by reference, and the terms and conditions of the settlement proposed in the Stipulation (the "Settlement") are fair, reasonable, and adequate for the settlement of all claims asserted herein; and whether an order and final judgment should be entered in the above-captioned consolidated class action (the "Action"); and the Court having considered all matters submitted to it at the hearing and otherwise; NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

¹ Capitalized terms not defined herein shall have the meanings provided in the Stipulation.

1 1. Notice was provided to Class members in conformity with the Scheduling Order on
2 Approval of Class and Derivative Action Settlement and Class Certification for Settlement
3 Purposes Only, entered on _____, 20__ (the “Scheduling Order”). The Court finds that
4 said notice was the best notice practicable under the circumstances, provided due and adequate
5 notice of the proceedings, informed Class members of their rights, and fully satisfied California
6 Code of Civil Procedure Section 382 (“C.C.P. §382”) and California Rule of Court 3.769 (“Rule
7 3.769”), the requirements of due process, and all applicable law. It is further determined that all
8 Class members are bound by the Order and Final Judgment herein.

9 2. *[If applicable]*: The Court finds that no Settlement Class members objected to the
10 Settlement, and that the lack of objections supports final approval.

11 3. For purposes of the Settlement only, the Court finds that the Action is a proper
12 non-opt out class action pursuant to C.C.P. §382 and Rule 3.769 and hereby certifies the Class as
13 consisting of:

14
15 All record and beneficial holders of Pulse common stock during the period
16 beginning on September 25, 2014 through April 13, 2015, the date of the
17 consummation of the Merger, including any and all of their respective successors-
18 in-interest, representatives, trustees, executors, administrators, heirs, assigns or
19 transferees, immediate and remote, and any person or entity acting for or on behalf
20 of, or claiming under, any of them, and each of them, but excluding Defendants,
21 members of the immediate family of any Defendant, any entity in which a
22 Defendant has or had a controlling interest, Dugong LLC, and the legal
23 representatives, heirs, successors or assigns of any such excluded person.

24 4. Specifically, for purposes of the Settlement only, the Court finds that the Class
25 satisfies the numerosity and commonality requirement of C.C.P. §382. There were more than 190
26 Pulse shareholders as of the date of the Merger. There are common issues of fact and law sufficient
27 to satisfy C.C.P. §382, including whether the actions of the Pulse Board of Directors made in
28 connection with the Merger were proper, whether the Individual Defendants breached their
fiduciary duties to Class Members, and whether the plaintiffs in this Action (“Plaintiffs”) and
Class Members were injured as a consequence of the Defendants’ actions. The claims of Plaintiffs
are typical of the claims of absent members of the Class in that they all arise from the same
allegedly wrongful course of conduct and are based on the same legal theories, satisfying C.C.P.

1 §382. The Plaintiffs and their counsel are adequate representatives of the Class, and the Plaintiffs
2 are hereby appointed as the Class Representatives. The prosecution of separate actions by
3 individual members of the Class would create a risk of inconsistent adjudications that would
4 establish incompatible standards of conduct for Defendants, and, as a practical matter, the
5 disposition of this Action will influence the disposition of any pending or future identical cases
6 brought by other members of the Class; and there were allegations that Defendants acted or refused
7 to act on grounds generally applicable to the Class.

8 5. The Settlement of this Action as provided for in the Stipulation, including the
9 proposed allocation of the Settlement Amount, is approved as fair, reasonable and adequate, and
10 in the best interests of Plaintiffs and the Class, and the settlement of the derivative claims is also
11 approved as fair, reasonable, and adequate.

12 6. The parties to the Stipulation are hereby authorized and directed to consummate the
13 Settlement in accordance with the terms and provisions of the Stipulation.

14 7. In addition to the terms defined above, the following terms shall have the following
15 meanings:

16 a. “Eligible Class Members” means all Class Members who owned Pulse
17 common stock immediately prior to the time the Merger became effective.

18 b. “Released Claims” means the Released Plaintiff Claims and Released
19 Defendant Claims.

20 c. “Released Plaintiff Claims” means all known and Unknown Claims
21 (defined below) of every nature and description whatsoever against any of the Released
22 Defendants (defined below), that have been or could have been asserted by Plaintiffs or any
23 member of the Class in their capacity as shareholders of Pulse in any forum, including direct,
24 individual, derivative, class, or other claims, whether state, federal, or foreign, common law,
25 statutory, or regulatory, including, without limitation, claims under the federal securities laws,
26 arising out of, related to, or concerning (i) the Delisting and Deregistration (ii) the Investment and
27 issuance of stock to Oaktree in connection with the Investment; (iii) the Merger, the Merger
28 Agreement, or any element, term or condition of the Merger or the Merger Agreement,

1 (iii) Defendants’ consideration, evaluation, or approval of the Merger, (iv) the disclosures or any
2 public filings, periodic reports, press releases, proxy statements or other statements issued, made
3 available, filed, or otherwise disclosed or communicated related to the Delisting and
4 Deregistration, the Investment, the Merger, or the Merger Agreement, including any amendments
5 thereto, (v) the consideration offered, paid or received by any Released Party or Class member in
6 connection with the Merger, (vi) payments to the Company’s directors and executive officers in
7 connection with the Merger, (vii) Houlihan Lokey’s fairness opinion for the Merger; (vii) any
8 transactions between or among Capital Management, Holdings, and Pulse; (viii) the appointment
9 or replacement of any Pulse directors or officers; (ix) any other action, transaction, disclosure, or
10 omission involving Pulse in the period from September 27, 2012 through April 13, 2015; (x) any
11 alleged aiding and abetting of any of the foregoing, and (xi) any fees, costs or expenses incurred
12 in prosecuting, defending, or settling the Action (other than any award pursuant to Section F
13 hereof); **provided, however**, that the Released Plaintiff Claims shall not include the right to enforce
14 the Settlement and any properly perfected claims for statutory appraisal pursuant to PA. C.S.A. §
15 1571 *et seq.*

16 d. “Released Defendant Claims” means all known and Unknown Claims
17 (defined below) of every nature and description whatsoever against any of the Released Plaintiffs
18 (defined below), that have been or could have been asserted by Defendants, or their respective
19 successors and assigns, in any forum, which arise out of or relate in any way to the institution,
20 prosecution, settlement, or dismissal of the Action; provided, however, that the Released
21 Defendant Claims shall not include claims to enforce the Settlement.

22 e. “Released Defendants” means Defendants and their respective assigns,
23 predecessors, successors in interest, and past or present parents, subsidiaries, affiliates, directors,
24 officers, employees, members, partners, shareholders, investors, representatives, agents, trustees,
25 executors, heirs, spouses, marital communities, and transferees, and any persons or entities acting
26 for or on behalf of any of them, including, without limitation, any past or present investment
27 bankers, financial advisors, accountants, auditors, insurers, reinsurers, and attorneys.

28

1 f. “Released Parties” means collectively each and all of the Released
2 Defendants and each and all of the Released Plaintiffs.

3 g. “Released Plaintiffs” means Plaintiffs and their respective assigns,
4 predecessors, successors in interest, and past or present parents, subsidiaries, affiliates, directors,
5 officers, employees, members, partners, shareholders, investors, representatives, agents, trustees,
6 executors, heirs, spouses, marital communities, and transferees, and any persons or entities acting
7 for or on behalf of any of them, including, without limitation, any past or present investment
8 bankers, financial advisors, accountants, auditors, insurers, reinsurers, and attorneys, all other
9 Class Members, and their respective counsel.

10 h. “Unknown Claims” means any claim that Defendants, Plaintiffs or any
11 other member of the Class do not know or suspect exist in his, her or its favor at the time of the
12 release of the Released Claims as against the Released Parties, including without limitation those
13 which, if known, might have affected the decision to enter into the Settlement. With respect to
14 any of the Released Claims, the Parties stipulate and agree that upon final approval of the
15 Settlement, Defendants and Plaintiffs shall expressly and each member of the Class shall be
16 deemed to have, and by operation of the final order and judgment by the Court shall have, expressly
17 waived, relinquished and released any and all provisions, rights and benefits conferred by or under
18 Cal. Civ. Code §1542 or any law of the United States or any state of the United States or territory
19 of the United States, or principle of common law, which is similar, comparable or equivalent to
20 Cal. Civ. Code §1542, which provides:

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

25 Defendants and Plaintiffs acknowledge, and the members of the Class by operation of law shall
26 be deemed to have acknowledged, that they may discover facts in addition to or different from
27 those now known or believed to be true with respect to the Released Claims, but that it is the
28 intention of Defendants, Plaintiffs, and by operation of law the members of the Class, to

1 completely, fully, finally and forever extinguish any and all Released Claims, known or unknown,
2 suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and
3 without regard to the subsequent discovery of additional or different facts. Defendants and
4 Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to
5 have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released
6 Claims” was separately bargained for and was a material element of the Settlement and was relied
7 upon by each and all of Defendants, Plaintiffs and members of the Class by operation of law in
8 entering into the Settlement Agreement.

9 8. The Court orders that, pursuant to the terms of the Stipulation, within ten (10)
10 business days after the Effective Date, Pulse shall pay or cause to be paid the sum of eight hundred
11 and twenty-five thousand dollars (\$825,000) to the Escrow Agent in full discharge of Defendants’
12 obligations under the Stipulation.

13 9. The Court orders that attorneys’ fees in the amount of \$_____ and
14 expenses of \$_____ for Plaintiffs’ Counsel are fair, reasonable, and adequate,
15 which shall be paid out of, and not in addition to, the Settlement Amount paid by Pulse, and which
16 shall be paid to Brodsky & Smith, LLC, as paying agent for all Plaintiffs’ Counsel. No counsel
17 representing any Plaintiff in the Action shall make any further or additional application for fees
18 and expenses to the Court or any other court. The Court also orders that an Incentive Award of
19 one thousand dollars (\$1,000) shall be paid to each of the following named Plaintiffs, out of the
20 foregoing award of attorneys’ fees and expenses to Plaintiffs’ Counsel: (i) Matthew Odinotski;
21 (ii) John Solak; (iii) Andreas Hahn; and (iv) AB Value Partners, L.P.

22 10. The Court further orders that the Escrow Agent shall pay Plaintiffs’
23 Counsels’ attorneys’ fees and expenses to Brodsky & Smith, LLC in the amounts set forth above
24 and other Court-approved Notice and Administration Expenses, Taxes and Tax Expenses from the
25 Escrow Account, prior to the payment of the Net Settlement Amount to Eligible Class Members
26 pursuant to the terms of the Stipulation. The Escrow Agent shall then pay the Net Settlement to
27 Eligible Class Members on a pro rata basis based on the number of shares each such Eligible Class
28 Member owned immediately prior to the time the Merger became effective. If any Settlement

1 payments are not cashed or are returned to the Escrow Agent, or if any funds otherwise remain in
2 the Escrow Account after distribution to the Eligible Class Members, the Escrow Agent shall first
3 use those funds to pay any remaining Taxes, Tax Expenses, Notice and Administrative Expenses
4 or other expenses and then shall return such funds to Pulse in accordance with the provisions of
5 the Stipulation.

6 11. The Court orders that, upon payment of the Settlement Amount pursuant to
7 Paragraph 8 hereto, Plaintiffs and all Class Members, and their respective heirs, executors,
8 administrators, estates, predecessors in interest, predecessors, successors in interest, successors,
9 and assigns, shall be deemed to have fully, finally and forever released, settled and discharged the
10 Released Defendants from and with respect to the Released Plaintiff Claims, and, as of the
11 Effective Date, Defendants shall be deemed to have fully, finally, and forever released, settled and
12 discharged the Released Plaintiffs and Plaintiffs' Counsel from and with respect to the Released
13 Defendant Claims.

14 12. The Court orders that the Stipulation and all negotiations, discussions and
15 proceedings in connection with the Stipulation, shall not constitute any evidence, or an admission
16 by any of the Defendants, Plaintiffs or Released Parties, that any acts of wrongdoing have been
17 committed or not been committed and shall not be deemed to create any inference that there is any
18 liability or lack of liability on the part of any of the Defendants, Plaintiffs or Released Parties. The
19 Stipulation and all negotiations, discussions and proceedings in connection with the Stipulation,
20 shall not be offered or received in evidence or used for any other purpose in this or any other
21 proceeding in any court, administrative agency, arbitration forum, or other tribunal other than as
22 may be necessary to enforce the terms of the Stipulation; ***provided, however,*** that the Stipulation
23 and/or Judgment may be introduced in any proceeding, whether in this Court or otherwise, as may
24 be necessary to argue that the Stipulation and/or Judgment has *res judicata*, collateral estoppel or
25 other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement or
26 Judgment.

27 13. If the Effective Date does not occur, this Order and Final Judgment shall be
28 rendered null and void and shall be vacated and, in such event, all orders entered and releases

1 delivered in connection herewith except for paragraphs K(1) and (2) of the Stipulation, which shall
2 survive any such termination or vacatur, shall be null and void; the parties returned, without
3 prejudice in any way, to their respective litigation positions immediately prior to the execution of
4 the Stipulation.

5 14. The binding effect of this Order and Final Judgment and the obligations of Plaintiffs
6 and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of
7 any appeal from this Order and Final Judgment that relates solely to any award of attorneys' fees
8 and expenses to Plaintiffs' Counsel, any Incentive Awards, and/or the allocation of the settlement
9 proceeds among members of the Class.

10 15. Any and all remaining claims in this Action are hereby dismissed with
11 prejudice, and final judgment is hereby entered in conformity with the Stipulation. This document
12 shall constitute a final judgment pursuant to California Rule of Court 3.769(h) and, without
13 affecting such finality, the Court retains jurisdiction over the parties to enforce the terms of this
14 Judgment. Pursuant to Rule 3.769(h) of the California Rules of Court: "If the court approves the
15 settlement agreement after the final approval hearing, the court must make and enter judgment.
16 The judgment must include a provision for the retention of the court's jurisdiction over the parties
17 to enforce the terms of the judgment. The court may not enter an order dismissing the action at
18 the same time as, or after, entry of judgment."

19 16. The Clerk of the Superior Court is directed to enter and docket this Order
20 and Final Judgment.

21 IT IS SO ORDERED.

22 Dated: _____, 20__

23 Superior Court Judge Richard E.L. Strauss
24
25
26
27
28

EXHIBIT “B”

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

1			
2			
3	MATTHEW ODINOTSKI and JOHN	)	Lead Case No. 37-2012-00087821-CU-
4	SOLAK on Behalf of Themselves and All	)	SLCTL
5	Others Similarly Situated, and)	
6	Derivatively on behalf of PULSE	)	<u>CLASS ACTION</u>
7	ELECTRONICS CORPORATION,)	
8		)	<u>Consolidated with:</u>
9	Plaintiff,)	
10		)	<u>37-2015-00010500-CU-SL-CTL</u>
11	v.	)	<u>37-2015-00012857-CU-SL-CTL</u>
12)	
13	KAJ VAZALES, MARK)	
14	TWAALFHOVEN, STEVEN G. CRANE,	)	<u>SCHEDULING ORDER ON</u>
15	DAVID W. HEINZMANN, JOHN E.	)	<u>APPROVAL OF CLASS AND</u>
16	MAJOR, GARY E. SUTTON/NANCY	)	<u>DERIVATIVE ACTION</u>
17	SUTTON AS EXECUTOR OF GARY E.	)	<u>SETTLEMENT AND CLASS</u>
18	SUTTON'S ESTATE, ROBERT	)	<u>CERTIFICATION FOR</u>
19	E. SWITZ., OAKTREE CAPITAL	)	<u>SETTLEMENT PURPOSES ONLY</u>
20	MANAGEMENT, L.P., and OCM PE)	
21	HOLDINGS, L.P.	)	<u>Judge: Hon. Richard E.L. Strauss</u>
22	Defendants,	)	<u>Department: C-75</u>
23	and	)	<u>Action Filed: March 18, 2015</u>
24)	
25	PULSE ELECTRONICS)	
26	CORPORATION, a Pennsylvania)	
27	corporation, Nominal Defendant)	

**SCHEDULING ORDER ON APPROVAL OF
CLASS AND DERIVATIVE ACTION SETTLEMENT
AND CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

WHEREAS, the parties to the above-captioned class and derivative action (the "Action") have agreed to settle the Action; and

WHEREAS, Plaintiffs and Defendants have applied pursuant to California Rule of Court 3.769 for an Order approving the proposed settlement of the Action and determining certain matters in accordance with the Stipulation and Agreement of Compromise and Settlement, entered into by the settling parties, dated as of October 30, 2017 (the "Stipulation" or "Settlement Agreement"), and for the dismissal of the Action upon the terms and conditions set forth in the Stipulation.¹

¹ Capitalized terms (other than proper nouns) that are not defined herein shall have the meanings set forth in the Stipulation.

1 NOW, after review and consideration of the Stipulation filed with the Court and the
2 exhibits annexed thereto, a copy of which is annexed hereto, and after due deliberation,

3 IT IS HEREBY ORDERED AND ADJUDGED this ___ day of _____, 20___,
4 that:

5 1. For purposes of this Settlement only, the Action shall be maintained as a non-opt
6 out class action under California Code of Civil Procedure (“CCP”) Section 382 on behalf of the
7 following class (the “Class”):

8
9 All record and beneficial holders of Pulse common stock during the period
10 beginning on September 25, 2014 through April 13, 2015, the date of the
11 consummation of the Merger, including any and all of their respective successors-
12 in-interest, predecessors, representatives, trustees, executors, administrators, heirs,
13 assigns or transferees, immediate and remote, and any person or entity acting for or
14 on behalf of, or claiming under, any of them, and each of them, but excluding
15 Defendants, members of the immediate family of any Defendant, any entity in
16 which a Defendant has or had a controlling interest, Dugong LLC, and the legal
17 representatives, heirs, successors or assigns of any such excluded person.

18 2. A hearing (the “Settlement Hearing”) will be held on _____, 20___, at ___
19 a.m./p.m., in the Superior Court of California for San Diego County (the “Court”) at 330 West
20 Broadway, San Diego, CA 92101, to: (a) consider whether the Class should be certified
21 permanently, for purposes of the Settlement, (b) determine whether to certify Plaintiffs as Class
22 Representatives and Brodsky & Smith, LLC, Prickett, Jones & Elliott, P.A., and Levi & Korsinsky,
23 LLP (together, “Plaintiffs’ Counsel”) as Co-Lead Counsel for the Class, (c) determine whether the
24 Court should approve the Settlement as fair, reasonable and adequate and in the best interests of
25 the Class, (d) determine whether final judgment should be entered dismissing the Action and the
26 Released Claims as to the Released Parties with prejudice as against Defendants, Plaintiffs and the
27 Class, releasing the Released Claims, and barring and enjoining prosecution of any and all
28 Released Claims (as provided in the Stipulation) and (e) consider other matters, including a request
by Plaintiffs’ Counsel for attorneys’ fees and expenses, which attorneys’ fees and expenses (as
awarded by this Court) are to be paid solely from, and not in addition to, the Settlement Amount,
and for incentive awards to be paid to the named Plaintiffs, to be paid solely from any award of
attorneys’ fees and expenses to Plaintiffs’ Counsel. The Court may adjourn and reconvene the

1 Settlement Hearing without further notice to members of the Class other than by oral
2 announcement at the Settlement Hearing or any adjournment thereof.

3 3. The Court may approve the Settlement, according to the terms and conditions of
4 the Stipulation, as it may be modified by the parties thereto, with or without further notice to Class
5 Members. Further, the Court may render its final judgment dismissing the Action against the
6 Defendants and the Released Claims with prejudice (as provided in the Stipulation), approving
7 releases by Plaintiffs and the Class of claims against the Released Parties, and ordering the
8 payment of attorneys' fees and expenses and incentive awards, all without further notice.

9 4. The Court approves, in form and substance, the Notice of Pendency of Class and
10 Derivative Action, Proposed Settlement, Settlement Hearing and Right to Appear (the "Notice")
11 substantially in the form attached as **Exhibit C** to the Stipulation; and the Summary Notice of
12 Proposed Settlement of Class and Derivative Action and Settlement Hearing (the "Summary
13 Notice") substantially in the form attached as **Exhibit D** to the Stipulation. The Court finds the
14 publishing and posting of the Summary Notice and Notice in substantially the manner set forth in
15 paragraph 5 of this Order constitutes the best notice practicable under the circumstances to all
16 persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets
17 the requirements of CCP §382 and of due process.

18 5. Plaintiffs' Counsel shall cause the Summary Notice to be published twice in both
19 *The Wall Street Journal* and *Investor's Daily*, on _____ and _____, 2017 [*insert dates at*
20 *least 60 days before Settlement Hearing*]. No later than five (5) business days following entry of
21 this Order, Plaintiffs' Counsel (at least one of the firms named herein) shall post the Notice and
22 the Stipulation on its website or the website of the Claims Administrator and maintain the postings
23 until the Effective Date.

24 6. At least ten (10) business days before the date of the Settlement Hearing, Plaintiffs'
25 Counsel shall file with the Court proof of publishing of the Summary Notice and of posting of the
26 Notice and Stipulation. Plaintiffs shall file and serve their opening brief in support of the
27 Settlement and Plaintiffs' Counsel's application for attorneys' fees and expenses and incentive
28 awards no later than fifteen (15) business days prior to the Settlement Hearing. If any objections

1 to the Settlement or the application for attorneys' fees are received or filed, Plaintiffs and/or
2 Defendants may file and serve a brief response to those objections no later than five (5) business
3 days prior to the Settlement Hearing.

4 7. At the Settlement Hearing, any member of the Class who desires to do so may
5 appear personally or by counsel, and show cause, if any, why the Class should not be permanently
6 certified, pursuant to CCP §382; why the Settlement of the Action in accordance with and as set
7 forth in the Stipulation should not be approved as fair, reasonable, and adequate and in the best
8 interests of the Class; why judgment should not be entered in accordance with and as set forth in
9 the Stipulation; or why the Court should not grant an award of reasonable attorneys' fees and
10 expenses to Plaintiffs' Counsel for their services and actual expenses incurred in the Action, and
11 incentive awards to the named Plaintiffs; provided, however, that unless the Court in its discretion
12 otherwise directs, no Class Member, or any other person, shall be entitled to contest the approval
13 of the terms and conditions of the Settlement or (if approved) the judgment to be entered thereon,
14 or the allowance of fees and expenses to Plaintiffs' Counsel or incentive awards to the named
15 Plaintiffs, and no papers, briefs, pleadings or other documents submitted by any member of the
16 Class or any other person (excluding a party to the Stipulation) shall be received or considered,
17 except by order of the Court for good cause shown, unless, no later than ten (10) business days
18 prior to the Settlement Hearing, such person files with the Clerk in the Court at 330 West
19 Broadway, San Diego, CA 92101, and serves upon the attorneys listed below: (a) a written notice
20 of intention to appear; (b) proof of membership in the Class; (c) a statement of objections to any
21 matter before the Court; and (d) the grounds therefore or the reasons for wanting to appear and be
22 heard, as well as all documents or writings the Court shall be asked to consider. These writings
23 must be served upon the following attorneys:

24
25
26
27
28

1 **Brodsky & Smith, LLC**
Evan J. Smith
2 9595 Wilshire Boulevard, Suite 900
Beverly Hills, CA 90212
3

4 **Prickett, Jones & Elliott, P.A.**
Corinne Elise Amato
1310 King Street
5 Wilmington, DE 19801

6 **Levi & Korsinsky LLP**
Shannon Hopkins
7 30 Broad Street, 24th Floor
New York, New York 10004
8

Latham & Watkins LLP
Colleen C. Smith
12670 High Bluff Drive
San Diego, California 92130

Fitzgerald Knaier LLP
Kenneth M. Fitzgerald
550 West C St. Suite. 2000
San Diego, CA 92101

**Paul, Weiss, Rifkind, Wharton & Garrison
LLP**
Andrew J. Ehrlich
1285 Avenue of the Americas
New York, New York 10019-6064

9
10 8. Any person who fails to object in the manner described above shall be deemed to
11 have waived the right to object (including any right of appeal) and shall be forever barred from
12 raising such objection in this or any other action or proceeding. Class Members who do not object
13 need not appear at the Settlement Hearing or take any other action to indicate their approval.

14 9. Institution or prosecution of any action or claim that is subject to the release,
15 dismissal or bar provisions in the Stipulation is hereby enjoined pending further order of the Court.

16 10. All proceedings in the Action, other than proceedings as may be necessary to carry
17 out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order
18 of this Court.
19

20 _____
Superior Court Judge Richard E.L. Strauss
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EXHIBIT “C”

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

MATTHEW ODINOTSKI and JOHN SOLAK on Behalf of Themselves and All Others Similarly Situated, and Derivatively on behalf of PULSE ELECTRONICS CORPORATION,

Plaintiff,

v.

KAJ VAZALES, MARK TWAALFHOVEN, STEVEN G. CRANE, DAVID W. HEINZMANN, JOHN E. MAJOR, GARY E. SUTTON/NANCY SUTTON AS EXECUTOR OF GARY E. SUTTON'S ESTATE, ROBERT E. SWITZ., OAKTREE CAPITAL MANAGEMENT, L.P., and OCM PE HOLDINGS, L.P.

Defendants,

and

PULSE ELECTRONICS CORPORATION, a Pennsylvania corporation, Nominal Defendant

Lead Case No. 37-2015-00009254-CU-SL-CTL
Consolidated with:

37-2015-00010500-CU-SL-CTL
37-2015-00012857-CU-SL-CTL

Assigned to: Judge Richard E.L. Strauss
Dept. C-75

NOTICE OF PENDENCY OF CLASS AND DERIVATIVE ACTION, PROPOSED SETTLEMENT, SETTLEMENT HEARING AND RIGHT TO APPEAR

Judge: Hon. Richard E.L. Strauss
Department: C-75

Action Filed: March 18, 2015

NOTICE OF PENDENCY OF CLASS AND DERIVATIVE ACTION, PROPOSED SETTLEMENT, SETTLEMENT HEARING AND RIGHT TO APPEAR

TO: ALL RECORD AND BENEFICIAL HOLDERS OF PULSE COMMON STOCK DURING THE PERIOD BEGINNING ON SEPTEMBER 25, 2014 THROUGH APRIL 13, 2015, THE DATE OF THE CONSUMMATION OF PULSE'S GOING-PRIVATE TRANSACTION (THE "MERGER"), INCLUDING ANY AND ALL OF THEIR RESPECTIVE SUCCESSORS-IN-INTEREST, REPRESENTATIVES, TRUSTEES, EXECUTORS, ADMINISTRATORS, HEIRS, ASSIGNS OR TRANSFEREES, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS WILL BE AFFECTED BY THE LEGAL PROCEEDINGS IN THIS LITIGATION. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE FAIRNESS, REASONABLENESS AND ADEQUACY OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE SETTLED CLAIMS (DEFINED HEREIN).

IF YOU HELD PULSE COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

I. PURPOSE OF NOTICE

Pursuant to an Order of the Superior Court of California for San Diego County (the “Court”) dated _____, 20__, and further pursuant to California Code of Civil Procedure (“CCP”) Section 382, this Notice is to inform you of (i) the Court’s determination to provisionally certify the above-captioned action (“Action”) pursuant to CCP § 382, (ii) the proposed settlement of the Action (the “Settlement”) as provided for in a Stipulation and Agreement of Compromise and Settlement (the “Stipulation”) dated as of October 30, 2017, and (iii) your right to participate in a hearing to be held on _____, 20__ at __.m., before the Court at 330 West Broadway, San Diego, CA 92101 (the “Settlement Hearing”) to determine whether the Court should (i) finally certify the Action pursuant to CCP § 382, (ii) certify plaintiffs Matthew Odinoski, John Solak, Andreas Hahn, and AB Value Partners, LP (“Plaintiffs”) in the Action as representatives of the Class, (iii) approve the Settlement as fair, reasonable, adequate and in the best interests of the Class, including the releases provided therein, and (iv) consider the attorneys’ fees and expenses to be paid to Plaintiffs’ Counsel and incentive awards to the Plaintiffs.

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

If the Court approves the Settlement, the parties will ask the Court at the Settlement Hearing to enter an Order and Final Judgment dismissing the Action with prejudice in accordance with the terms of the Stipulation.

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. IT IS BASED ON STATEMENTS OF THE 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 PARTIES.

II. BACKGROUND

This litigation arises out of (i) the decision of Pulse’s Board of Directors (the “Pulse Board”) in September 2014 to delist Pulse’s stock from the New York Stock Exchange (“NYSE”) and deregister with the Securities and Exchange Commission (“SEC”) (the “Delisting and Deregistration”); and (ii) the going-private transaction, among Pulse, Holdings and OCM PE

Merger Sub, Inc. (“Merger Sub”), which was consummated on April 13, 2015 whereby Pulse merged with Merger Sub and remained the surviving corporation (the “Merger”) and cashed out Pulse’s minority stockholders for \$1.50 per share.

On June 25, 2014, the NYSE notified Pulse that Pulse was not in compliance with the NYSE listing standards and had not maintained an average market capitalization of \$50 million for 30 consecutive days. On September 25, 2014, the Pulse Board decided to delist from the NYSE and deregister its common stock with the SEC.

On October 30, 2014, the Pulse Board established a special committee to review and consider a possible transaction with Holdings and other affiliates of investment funds managed by Capital Management (collectively, “Oaktree”), which together owned approximately 68.7% of the outstanding shares of Pulse’s common stock. The special committee was originally comprised of Major, as Chair of the committee, and Crane, and was subsequently modified to replace Major with Sutton (the “Special Committee”).

On March 2, 2015, following negotiations between the Special Committee and Oaktree, Pulse announced that it had entered into a merger agreement with Holdings and Merger Sub pursuant to which Oaktree would acquire the outstanding shares of Pulse common stock it did not already own (the “Merger Agreement”). As of February 28, 2015, there were 5,473,212 shares of common stock issued and outstanding that were not beneficially owned by Holdings.

Under the terms of the Merger Agreement, Oaktree agreed: (i) to provide an \$8.5 million loan to Pulse within 30 days of the date of the Merger Agreement; (ii) at the closing of the transaction, to contribute an additional \$8.5 million in cash to Pulse – for a total capital infusion of \$17 million – in exchange for shares of common stock of Pulse in an amount determined by dividing the aggregate investment amount of \$17 million by \$1.50 (the “Investment”), with the result that Oaktree would own in excess of 80% of the outstanding common stock of Pulse; and (iii) that, following consummation of the Investment, Merger Sub and Pulse would enter into a short-form merger with Pulse as the surviving corporation.

The Merger Agreement further provided that, upon the consummation of the Merger, each share of common stock that was issued and outstanding immediately prior to the effective time of the Merger (other than shares held by Holdings, Merger Sub, or their affiliates) would be cancelled and converted into the right to receive cash in an amount equal to \$1.50 per share, without interest (the “Merger Price”).

On March 6, 2015, Pulse filed a Schedule 13E-3 transaction statement with the SEC describing the Merger Agreement and the Merger.

On March 11 and 12, 2015, Odinotski and Solak sent letters to the Pulse Board demanding that the directors take corrective action. On March 18, 2015, Odinotski and Solak filed a derivative and class action lawsuit in this Court entitled *Odinotski v. Vazales, et al.*, Case No. 37-2015-00009254-CU-SL-CTL, challenging the Merger.

On March 24, 2015, Hahn sent a letter to the Pulse Board demanding that the directors take corrective action, and on March 27, 2015, Hahn filed a similar lawsuit entitled *Hahn v. Vazales, et al.*, Case No. 37-2015-00010500-CU-SL-CTL.

On April 3, 2015, AB Value sent a letter to the Pulse Board demanding that the directors take corrective action.

The Merger transaction closed on April 13, 2015.

On April 17, 2015, AB Value filed a lawsuit in this Court similar to the *Odinotski and Hahn* actions entitled *AB Value Partners, LP v. Vazales, et al.*, Case No. 37-2015-00012857-CU-SL-CTL.

On October 8, 2015, former Pulse stockholder Dugong LLC (“Dugong”) filed a petition pursuant to Section 1579 of the Pennsylvania Business Corporation Law in the United States District Court for the Eastern District of Pennsylvania for a determination of the fair value of its shares acquired in the Merger (the “Appraisal Action”). Dugong held 476,318 shares of Pulse common stock at the time the Merger closed.

On October 15, 2015, this Court consolidated the *Odinotski, Hahn*, and *AB Value* actions under the caption *Odinotski v. Vazales, et al.*, Lead Case 37-2015-00009254-CU-SL-CTL (as consolidated, the “Action”).

The Parties negotiated and agreed upon a Stipulation for Entry of Protective Order re: Confidential Materials; [Proposed] Order thereon, which Plaintiffs submitted to the Court on November 23, 2015. The Court entered the proposed order on November 24, 2015.

The Parties, thereafter, engaged in numerous meet and confer negotiation sessions and extensive document discovery. Defendants produced approximately 13,000 documents. Plaintiffs issued a subpoena to third-party, Houlihan Lokey, Inc. (“Houlihan Lokey”), Pulse’s financial advisor, which produced another approximately 2,000 documents. In total, Defendants and Houlihan Lokey produced and Plaintiffs reviewed approximately 15,000 non-public documents totaling over 40,000 pages, including presentations to the Pulse Board, board materials prepared by Pulse management in connection with the consideration of strategic alternatives during the relevant time period, emails among Pulse’s board members, emails between the Special Committee members, emails and documents between Pulse and Oaktree, internal Oaktree emails and documents, emails between Oaktree directors, and documents related to Houlihan Lokey’s fairness opinion regarding the Merger. Plaintiffs produced documents as well. While document discovery was ongoing, Defendants pursued potentially case dispositive motion practice. On December 4, 2015, Holdings and Merger Sub (which Plaintiffs named in their original complaints) filed a Demurrer to Complaint. The Court set the motion for hearing on April 29, 2016. On March 30, 2016, Pulse and the individual defendants moved for judgment on the pleadings on the direct breach of fiduciary duty claims asserted against the individual defendants, arguing that, under Pennsylvania law, directors’ fiduciary duties run to the corporation itself, not to individual shareholders. The Court set the motion for hearing on April 22, 2016. Plaintiffs opposed both motions and the Parties fully briefed the issues.

On April 12, 2016, Plaintiffs took the deposition of Special Committee member Crane, who also provided testimony on behalf of Pulse, pursuant to Section 2025.230 of the California Code of Civil Procedure (“CCP”). On April 15, 2016, Plaintiffs took the deposition of Terry

Treemarcki, a representative of Houlihan Lokey, pursuant to CCP Section 2025.10. On April 21, 2016, Plaintiffs took the deposition of Pulse's former Chief Financial Officer, Michael C. Bond.

On April 22, 2016, after a hearing on the motion for judgment on the pleadings, the Court granted the motion but also granted Plaintiffs leave to amend their operative complaint. The Parties thereafter agreed to postpone six additional depositions noticed by Plaintiffs and Defendants' depositions of Plaintiffs and to reschedule the depositions after Plaintiffs filed their amended complaint

Plaintiffs filed their First Amended Shareholder Derivative and Class Action Complaint for Breach of Fiduciary Duty on May 23, 2016 (the "Amended Complaint"). The Amended Complaint asserted five counts: (i) a derivative claim against Capital Management, Holdings, and the individual defendants for breach of fiduciary duty in connection with the Delisting and Deregistration; (ii) a class action claim against Capital Management and Holdings in connection with the issuance of stock to Holdings in connection with the Investment; (iii) a class action claim against Capital Management and Holdings in connection with the Merger; (iv) a claim for an equitable accounting against Capital Management and Holdings; and (v) a class action claim against the individual defendants for purportedly aiding and abetting alleged breach of fiduciary duty by Capital Management and Holdings.

In late June 2016, Defendants filed demurrers to the Amended Complaint, which Plaintiffs opposed. On October 14, 2016, the Court overruled the demurrer to Count I of the Amended Complaint and granted the demurrers as to Counts II through V without leave to amend. The Court also sustained the demurrers as to the claims asserted by AB Value. Thus, Plaintiffs' derivative claim for breach of fiduciary duty against Defendants remained pending but the Court dismissed all of Plaintiffs' direct and class claims.

Also in October 2016, Pulse settled the Appraisal Action with Dugong.

On December 12, 2016, Plaintiffs filed a Notice of Appeal of the Court's rulings dismissing Counts II through V and dismissing AB Value's claims (the "Appeal").

After the Court's ruling on the demurrers and the filing of Plaintiffs' Notice of Appeal, the Parties engaged in arm's-length negotiations regarding a possible settlement of the Action. As a result of the negotiations, on February 15, 2017, the Parties reached an agreement-in-principle to resolve the Action (the "Settlement").

III. REASONS FOR THE SETTLEMENT

Plaintiffs believe that they brought their claims in good faith and continue to believe that such claims have legal merit, but believe that the Settlement allows the Company's minority shareholders to reap additional compensation for their Pulse shares while eliminating the uncertainty of the Appeal and further litigation and delay of payment. Plaintiffs also believe that their efforts in prosecuting the Action have resulted in a significant benefit for Pulse and its stockholders which, under the circumstances, is fair, reasonable, and adequate.

Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage to any of the respective Plaintiffs in the Action or the Class, deny that they engaged in any wrongdoing, deny that they committed, aided, or abetted any violation of law, deny that they acted improperly in any way, believe that they acted properly at all times, and maintain that they have committed no disclosure violations or any other breach of duty whatsoever in connection with the Merger or any public disclosures, but wish to settle solely because it will eliminate the uncertainty, distraction, burden, and expense of further litigation.

IV. CLASS ACTION DETERMINATION

The Court has ordered that, for Settlement purposes only, the Action shall be maintained as a class action pursuant to CCP § 382 on behalf of a non-opt out class consisting of all record and beneficial holders of Pulse common stock during the period beginning on September 25, 2014 through April 13, 2015, the date of the consummation of the Merger, including any and all of their respective successors-in-interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, but excluding Defendants, members of the immediate family of any Defendant, any entity in which a Defendant has or had a controlling interest, former stockholder Dugong LLC, and the legal representatives, heirs, successors or assigns of any such excluded person (the “Class”).

V. THE SETTLEMENT

In consideration for the Settlement and dismissal with prejudice of the Action, and the releases provided herein, Defendants agree to provide the Class additional compensation of \$825,000 (the “Settlement Amount”). Any attorneys’ fees, incentive awards, costs, expenses (including notice and administrative expenses) or other Court-approved deductions shall be paid out of — and shall not be in addition to — the Settlement Amount.

The Settlement Amount minus Court-approved deductions (the “Net Settlement Amount”) will be distributed to all members of the Class who owned Pulse common stock immediately prior to the time the Merger became effective (“Eligible Class Members”) on a pro rata basis, based on the number of outstanding Pulse shares owned by each such Eligible Class Member at that time. There were approximately 5 million outstanding shares owned by Eligible Class Members at the time of the Merger. Accordingly, the expected payment, assuming the Court approves Plaintiffs’ Counsel’s request for attorneys’ fees in the amount not to exceed one third after expenses of the Settlement Fund, will be approximately \$.09 per share, but may vary based upon the amount of other Court-approved costs.

Inquiries or comments about the Settlement may be directed to the attention of Counsel for Plaintiffs as follows:

Brodsky & Smith, LLC
Evan J. Smith
9595 Wilshire Boulevard, Suite 900
Beverly Hills, CA 90212
877-534-2590
esmith@brodskysmith.com

VI. SETTLEMENT HEARING

The Court has scheduled a Settlement Hearing which will be held on _____, 20__ at ____m., in the Court at 330 West Broadway, San Diego, CA 92101 to:

- (a) determine whether the provisional class action certification in the Court's Scheduling Order should be made final;
- (b) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class, including the releases contained therein;
- (c) determine whether an Order and Final Judgment should be entered pursuant to the Stipulation;
- (d) consider an award of attorneys' fees and expenses to Plaintiffs' Counsel and incentive awards to the Plaintiffs; and
- (e) rule on such other matters as the Court may deem appropriate.

The Court has reserved the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration an award of attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

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 Parties to the Stipulation and without further notice to the Class.

VII. RIGHT TO APPEAR AND OBJECT

Any member of the Class who objects to the Settlement, the Order and Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's attorneys' fees, or who otherwise wishes to be heard, may appear in person or by his attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless not later than ten (10) business days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) proof of membership in the Class; (c) a statement of such person's objections to any matters before the Court; and (d) the grounds for such objections and the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider. Such filings shall be served upon the following counsel:

Brodsky & Smith, LLC
Evan J. Smith
9595 Wilshire Boulevard, Suite 900
Beverly Hills, CA 90212

Latham & Watkins LLP
Colleen C. Smith
12670 High Bluff Drive
San Diego, California 92130

Prickett, Jones & Elliott, P.A.
Corinne Elise Amato
1310 King Street
Wilmington, DE 19801

Fitzgerald Knaier LLP
Kenneth M. Fitzgerald
550 West C St. Suite. 2000
San Diego, CA 92101

Levi & Korsinsky LLP
Shannon Hopkins
30 Broad Street, 24th Floor
New York, New York 10004

**Paul, Weiss, Rifkind, Wharton & Garrison
LLP**
Andrew J. Ehrlich
1285 Avenue of the Americas
New York, New York 10019-6064

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by the Plaintiffs and their counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as prescribed above. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

VIII. ORDER AND FINAL JUDGMENT OF THE COURT

If the Court determines that the Settlement, as provided for in the Stipulation is fair, reasonable, and adequate and in the best interests of the Class, the Parties shall jointly request that the Court enter an Order and Final Judgment. The Order and Final Judgment shall, among other things:

- (a) make final the Court's previous determination to certify provisionally the Action as a class action pursuant to CCP § 382;
- (b) determine that the requirements of the Court Rules and due process have been satisfied in connection with the Notice;
- (c) approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class, including the releases contained therein;
- (d) authorize and direct the performance of the Settlement in accordance with its terms and conditions and reserve jurisdiction to supervise the consummation of the Settlement;
- (e) dismiss the Action with prejudice, on the merits, without costs except as provided in the Order and Final Judgment, as against any and all Defendants, and release the Defendants or any other Released Persons (defined below) from the Settled Claims (defined below); and
- (f) subject to Court approval, award attorneys' fees and expenses to Plaintiffs' Counsel from the Settlement Amount and incentive awards to the named Plaintiffs from the attorneys' fee award.

IX. RELEASES

Under the terms of the Settlement, the following definitions apply:

1. “Released Plaintiff Claims” means all known and Unknown Claims (defined below) of every nature and description whatsoever against any of the Released Defendants (defined below), that have been or could have been asserted by Plaintiffs or any member of the Class in their capacity as shareholders of Pulse in any forum, including direct, individual, derivative, class, or other claims, whether state, federal, or foreign, common law, statutory, or regulatory, including, without limitation, claims under the federal securities laws, arising out of, related to, or concerning (i) the Delisting and Deregistration (ii) the Investment and issuance of stock to Oaktree in connection with the Investment; (iii) the Merger, the Merger Agreement, or any element, term or condition of the Merger or the Merger Agreement, (iii) Defendants’ consideration, evaluation, or approval of the Merger, (iv) the disclosures or any public filings, periodic reports, press releases, proxy statements or other statements issued, made available, filed, or otherwise disclosed or communicated related to the Delisting and Deregistration, the Investment, the Merger, or the Merger Agreement, including any amendments thereto, (v) the consideration offered, paid or received by any Released Party or Class Member in connection with the Merger, (vi) payments to the Company’s directors and executive officers in connection with the Merger, (vii) Houlihan Lokey’s fairness opinion for the Merger; (vii) any transactions between or among Capital Management, Holdings, and Pulse; (viii) the appointment or replacement of any Pulse directors or officers; (ix) any other action, transaction, disclosure, or omission involving Pulse in the period from September 27, 2012 through April 13, 2015; (x) any alleged aiding and abetting of any of the foregoing, and (xi) any fees, costs or expenses incurred in prosecuting, defending, or settling the Action (other than any award pursuant to Section F hereof); **provided, however**, that the Released Plaintiff Claims shall not include the right to enforce this Stipulation or the Settlement, and any properly perfected claims for statutory appraisal pursuant to PA. C.S.A. § 1571 *et seq.*

2. “Released Defendant Claims” means all known and Unknown Claims (defined below) of every nature and description whatsoever against any of the Released Plaintiffs (defined below), that have been or could have been asserted by Defendants, or their respective successors and assigns, in any forum, 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 Claims shall not include claims to enforce the this Stipulation or the Settlement.

3. “Released Defendants” means Defendants and their respective assigns, predecessors, successors in interest, and past or present parents, subsidiaries, affiliates, directors, officers, employees, members, partners, shareholders, investors, representatives, agents, trustees, executors, heirs, spouses, marital communities, and transferees, and any persons or entities acting for or on behalf of any of them, including, without limitation, any past or present investment bankers, financial advisors, accountants, auditors, insurers, reinsurers, and attorneys.

4. “Released Plaintiffs” means Plaintiffs and their respective assigns, predecessors, successors in interest, and past or present parents, subsidiaries, affiliates, directors, officers, employees, members, partners, shareholders, investors, representatives, agents, trustees,

executors, heirs, spouses, marital communities, and transferees, and any persons or entities acting for or on behalf of any of them or any of them, including, without limitation, any past or present investment bankers, financial advisors, accountants, auditors, insurers, reinsurers, and attorneys, all other Class Members, and their respective counsel.

5. “Released Parties” means collectively each and all of the Released Defendants and each and all of the Released Plaintiffs.

6. “Released Claims” means the Released Plaintiff Claims and Released Defendant Claims.

X. PLAINTIFFS’ COUNSEL’S ATTORNEYS’ FEES AND EXPENSES

Plaintiffs’ Counsel intend to petition the Court for an award of attorneys’ fees and expenses incurred in connection with the Action not to exceed one third of the Settlement Fund after costs (the “Fee Application”), which shall be paid out of the Settlement Fund— and shall not be in addition to — the Settlement Amount. Defendants have agreed not to oppose such Fee Application.

In addition, Plaintiffs intend to apply for an incentive award not to exceed one thousand dollars (\$1,000.00) for each named Plaintiff, subject to Court approval (the “Incentive Award Application”). Any Court approved incentive award shall come out of the court-approved attorneys’ fees and costs award. Plaintiffs’ Counsel warrant that no portion of any such award of attorneys’ fees or expenses shall be paid to any named Plaintiff or any other Class Member other than the named Plaintiffs approved by the Court to receive such awards.

XI. NOTICE TO PERSONS OR ENTITIES HOLDING OWNERSHIP ON BEHALF OF OTHERS

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Pulse during the period beginning on September 25, 2014 through April 13, 2015, the date of the consummation of the Merger, for the benefit of others are directed promptly to send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to:

Pulse Securities Litigation
c/o _____

XII. SCOPE OF THIS 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. A copy of the Stipulation is available at _____ [*Plaintiffs' Counsel's or Claims Administrator's website*]. For the further details of the Action, including the claims and defenses that have been asserted by the parties, members of the Class are referred to the Court files in the Action. You or your attorney may examine the Court files during regular business hours of each business day at the office of the Register in the Court at 330 West Broadway, San Diego, CA 92101.

DO NOT CALL THE COURT.

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA FOR SAN DIEGO COUNTY FOR
THE STATE OF CALIFORNIA

Register in the Superior Court of California for San
Diego County

EXHIBIT “D”

IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

**SUMMARY NOTICE OF PROPOSED SETTLEMENT OF CLASS
AND DERIVATIVE ACTION AND SETTLEMENT HEARING**

TO: ALL HOLDERS OF THE SECURITIES OF PULSE ELECTRONICS CORPORATION (“PULSE”) BETWEEN SEPTEMBER 25, 2014 AND APRIL 13, 2015, THE DATE OF THE CONSUMMATION OF PULSE’S GOING-PRIVATE TRANSACTION (THE “MERGER”) IN APRIL 2015 (THE “CLASS”). A SHAREHOLDER CLASS ACTION COMPLAINT CONCERNING THE MERGER SETTLED. YOU MAY BE ENTITLED TO COMPENSATION AS A RESULT OF THE SETTLEMENT IN THE ACTION CAPTIONED:

Odinotski v. Vazales, et al. Lead Case No. 37-2015-00009254-CU-SL-CTL

YOU ARE HEREBY NOTIFIED, pursuant to California Code of Civil Procedure Section 382 and an Order of the Court, that the above-captioned action has been provisionally certified as a class action and that a settlement for \$825,000 has been proposed. Under the proposed settlement, the settlement amount, minus any Court-approved attorneys’ fees, incentive awards, expenses, and administrative costs, will be distributed on a per share basis to Class members who owned shares of Pulse common stock immediately prior to the time the Merger became effective, other than one shareholder that previously released its claims. A hearing will be held before the Honorable Richard E. L. Strauss in the San Diego County Superior Court, department 75, at 330 West Broadway, San Diego, CA 92101, at ____ -M. on _____, 20__ to determine whether the proposed settlement should be approved by the Court as fair, reasonable, and adequate, and to consider the application of Plaintiffs’ Counsel for attorneys’ fees and reimbursement of expenses and incentive awards for the named Plaintiffs.

IF YOU ARE A MEMBER OF THE CLASS DESCRIBED ABOVE, YOUR RIGHTS WILL BE AFFECTED. IF THE COURT APPROVES THE PROPOSED SETTLEMENT, YOU WILL BE FOREVER BARRED FROM PURSUING THE RELEASED CLAIMS. You may obtain copies of the Proposed Settlement of Class and Derivative Action, a detailed Notice of Proposed Settlement (the “Notice”), and instructions concerning your right to appear and object to the proposed settlement or award of attorneys’ fees by visiting the website _____ [*plaintiffs’ counsel’s or claims administrator’s website*] or contacting Plaintiffs’ Counsel:

Brodsky & Smith, LLC
Attn: Evan J. Smith
9595 Wilshire Boulevard, Suite 900
Beverly Hills, CA 90212
877-534-2590
esmith@brodskysmith.com

As described more fully in the Notice, any objections to the Settlement must be filed by _____, 20__. Further information may be obtained by contacting the Plaintiffs’ counsel listed above. Do not call the Court.

By Order of The Court

EXHIBIT “E”

Exhibit E

<u>NAME</u>	<u>1st LINE OF ADDRESS</u>	<u>2nd LINE OF ADDRESS</u>	<u>3rd LINE OF ADDRESS</u>	<u>4th LINE OF ADDRESS</u>	<u>5th LINE OF ADDRESS</u>	<u>SHARES</u>
BILLY BENNETT JR	1005 BARNES ST	REIDSVILLE NC 27320-4901				4
GLEN COTANT	24325 YSIDRO DRIVE	RAMONA CA 92065-4045				51
CYNTHIA DEMETRO	6112 CLARIDGE-EXPORT RD	JEANNETTE PA 15644				2
RALPH FAISON	PO BOX 7155	16636 EL ZORRO VISTA	RANCHO SANTA FE CA 92067			3,355
WILLIAM R HALL	PO BOX 482	RIDGEWAY VA 24148-0482				135
JOHN A HOUSTON	216 TIBURTINA AVE	LAS VEGAS NV 89138				956
SUSAN A LANGELL TOD	SUSAN A LANGELL REVOCABLE TRUST	SUBJ TO STA TOD RULES	516 HILLCREST NW	N CANTON OH 44720		40
KIMBERLEY LOHMEYER	11300 GREGG ROAD	DENTON MD 21629				3
LELA MCCLAIN	54 HARRISON PLACE	IRVINGTON NJ 07111-4304				13
SAMI MERILAINEN	TUKKIREENTIE 2A2	90420 OULU	FINLAND 90420			38
PAUL MONTALBANO	121 SHERADEN AVE	STATEN ISLAND NY 10314-4447				600
JOHN MUZIO	27 SOUTH RD	CHESTER NJ 07930				8
FRIEDHELM SEUBERT	C/DEL CHORRILLO 3	E-28863 COBENA	MADRID			240
STEPHEN STEVENSON AND	VIVIAN F STEVENSON JT TEN	60 PALMER AVE	STAMFORD CT 06902-5338			240
BARBARA S TESSMER	9 HALES HOLLOW	DOVER MA 02030-2418				240
HAMLET ABEDMAMOORE	9686 OVIEDO ST	SAN DIEGO CA 92129-3828				421
SUSAN J ABEL	84 FOLTIM WAY	CONGERS NY 10920				120
VICTOR ALDACO	1084 VOLCANO CREEK	CHULA VISTA CA 91913				750
J GEORGE ANDERSON &	SUZANNE K ANDERSON JT TEN	1397 W MIDLAND RD	AUBURN MI 48611			6
CHENG TEE ANG	626 UPPER THOMSON ROAD		MEADOWS AT PEIRCE	SINGAPORE 787130		3,187
PETTERI ANNAMAA	SARANPAANTIE 11	90460 OULUNSALO	FINLAND 90460			1,521
ANTHONY J D AVERSA	352 7TH AVE	SWARTHMORE PA 19081				70
PATRICIA S BAUM &	ELTON C BAUM JT TEN	6008 BARDSHARD RD	SANDUSKY OH 44870-9757			8
ELAINE BAXTER	PARKVIEW PARKSIDE	UPPER HALE FARNHAM	SURREY GU9 0JP			35
BELFUSE INC	206 VAN VORST ST	JERSEY CITY NJ 07302				10
BEL FUSE INC	206 VAN VORST ST	JERSEY CITY NJ 07302				26
ALAN BENJAMIN	1486 PAINT MOUNTAIN ROAD	ELFIM FOREST CA 92029				8,494
ROSE BERARDELLI	751 STONERIDGE COURT	NORTH HUNTINGDON PA 15642				12
DAVID F BLAIR	1560 E. 12TH STREET	DOUGLAS AZ 85607				7
MICHAEL BOND	4941 PEARLMAN WAY	SAN DIEGO CA 92130				631
CARL M BOSCH	3704 LARCH CIR	ENDICOTT NY 13760-2536				10
MARNA K BOSCH	6388 PEBBLE CT	CENTERVILLE OH 45459-1917				1,160

Exhibit E

GINA BOWEN	103 RED MAPLE COURT	WARWICK PA 18974				113
STEVEN A BRADLEY	2312 JAMES CT	ARLINGTON HGTS IL 60004				40
MISS LOIS V BROMSON	1291 BURNSIDE AVE	EAST HARTFORD CT 06108-1583				245
RICHARD BROWN	12220 WORLD TRADE DR	SAN DIEGO CA 92128				355
SUSAN L BUCKLAND	4928 80TH AVE CIRCLE EAST	SARASOTA FL 34243				48
FREDERIC BURDY	4 SENTIER DES 100 MARCHES	39570 CONLIEGE 39570				932
ROBERT J BURKLEY	60 ADRIAN DRIVE	GREENSBURG PA 15601-4961				240
JAMES BUTLER	5007 SAN AQUARIO DR	SAN DIEGO CA 92109				1,036
ALAN CAMPBELL	303 TRISTEN DR	YORKTOWN VA 23693				1
SANDRA A CAPANO	C/O SANDRA C HAVERSTICK	ONE ARTHUR COURT	MEDFORD NJ 08055-8519			2
PAULA A CAPONETTI &	RICHARD F CAPONETTI JT TEN	11 WILLIAMSBURG S	COLTS NECK NJ 07722-1615			17
NATALIE A CARISEY	1372 BLACKHAWK GLN	ESCONDIDO CA 92029-3117				572
JOHN CARPENTER	31821 CERCLE CHAMBERTIN	TEMECULA CA 92591				915
LINDA KRUSKOP CARTER	480 FOSTER ROAD	YANCEYVILLE NC 27379-8913				490
SEK LUNG CHAN	UNIT D 23/F BLOCK 7 LYNWOOD COURT	KINGSWOOD VILLA TIN SHUL WAI NT	C612517(2)	HONG KONG		224
WAI MING CHAN	FLAT D 3/F BLOCK 5 MEADOWLANDS	TAM KWAI TSUEN RD HUNG SHU KU	YUEN LONG HONG KONG			1,214
MEEHONG CHANG	BLOCK 538 SERANGOON NORTH AVE 4		SINGAPORE 550538			297
SHONG DENIS CHANG	FLAT C 36/F BLOCK 7	MONTE VISTA MA ON SHAN SHATIN NT	HONG KONG 00000			1,030
CAROL CHARRON	C/O CAROL HEYD	16031 CELTIC	GRANADA HILLS CA 91344-5311			50
RAFFAELE CHIURAZZO	OCKRAVAGEN 18	16860 BROMMA 16860				24
OUR LADY HELP OF CHRISTIANS	C/O REV RICHARD A JESIONOWSKI	4125 UNION ROAD	CHEEKTOWAGA NY 14225-3405			10
TOM CONNOLLY	5 BURRENVIEW HEIGHTS	KNOCKNACARRA RD	GALWAY 92064			177
JOANNE O CONNOR	505 RADNOR AVE	PINE BEACH NJ 08741-1112				24
ANN P CORDOVA	PO BOX 4461	MISSION VIEJO CA 92690				3,000
ROBERT L COX &	KARIN COX JT TEN	2102 CARDINAL LANE	MCALESTER OK 74501			2
GREG CUDDEBACK	3056 MCGRAW ST	SAN DIEGO CA 92117				7
RAY D CZIFFER &	MARIE E CZIFFER JT TEN	18651 KIRKCOLM LANE	NORTHRIDGE CA 91326-1160			8
EDNA DAMBROSIO &	ROBERT A DAMBROSIO TR	BOB & EDNA DAMBROSIO FAM	1987 REV TR 2/18/87,	200 GLENWOOD CIR APT 211	MONTEREY CA 93940-6743	1,200
CHAOYI CHEN (DAVID DAN)	14093 ARBOLITOS DR	POWAY CA 92064				75
JUDITH F DANIELSON	82301 RATTLESNAKE ROAD	DEXTER OR 97431-9748				4
FRED DEMETRO	6112 CLARIDGE EXPORT RD	JEANNETTE PA 15644				5
JOHN DICKSON	17543 RANCHO DE RIO	PO BOX 1985	RANCHO SANTE FE CA 92067			3,760
JOHN KEVIN DILLON	3232 MAIDEN LANE	SARASOTA FL 34231				48
THUYEN DINH	9370 SHACKLEFORD CT	SAN DIEGO CA 92126				550

Exhibit E

MAI THI DO	11452 BALLYBUNION SQ	SAN DIEGO CA 92128			4
JOSEPH D DOLAN	153 BRADY RD	LAKE HOPATCONG NJ 07849			8
RINA DUBINSKAYA	4322 ROUS ST	SAN DIEGO CA 92122			31
CORINNE BOSCH DUFFY	2409 NEWTON AVE	HALIFAX NS B3L 3C4			10
WILLIE M EARLEY JR	108 DEER PATH LANE	FRANKLIN VA 23851			16
JANIS EOFF	546 VIA DE LA VALLE	#C	SOLANA BEACH CA 92075		253
ROBERT A EVENSEN TR	ROBERT A EVENSEN REV TRT		8370 SALERNO CT	SACRAMENTO CA 95829	360
PAUL FADLOVICH	3011 NW 31ST AVE	CAMAS WA 98607-7369			1,270
FRANK FANELLI	200 COMPTON AVE	EDISON NJ 08820			480
MYRA FISCHER &	EDWARD M FISCHER JT TEN	141-20 72ND AVENUE	FLUSHING NY 11367-2332		240
WILLIAM H FISTER	7136 TERN PL	CARLSBAD CA 92011			473
WILLIAM T FITZSIMMONS &	MARY A FITZSIMMONS JT TEN	520 KEY WEST DR	WILLIAMSTOWN NJ 08094		37
RONALD E FLECK	1830 FLEETWOOD STREET	ESCONDIDO CA 92029-4152			5
DAVID FREDRIKS	13747 SORBONNE CT	SAN DIEGO CA 92128-4760			431
JAMES D GARY AND	MARY C GARY JT TEN	720 KENT AVE	BALTIMORE MD 21228-1723		52
VICTOR J GERMANIS JR	11742 COLMAN ROAD	PHILADELPHIA PA 19154			24
RANDOLPH E GILL	684 LAKESIDE DRIVE EXT	STONEVILLE NC 27048-8447			36
MIKE GILMARTIN	GILFOR	BIRMINGHAM ROAD TUAM CO	GALWAY		1,884
BRIAN GOLDEN	THE NEALE	BALLINROBE	CO MAYO		79
PIERRE GOSSELIN	13671 JANETTE LANE	POWAY CA 92064-4061			407
JOHN GRAHAM	17045 CASTELLO CIRCLE	SAN DIEGO CA 92127			631
JANET J GRUBBS &	FRED M GRUBBS JT TEN	4619 NORTH CAMINO CARDENAL	TUCSON AZ 85718		4
AURELIO GUTIERREZ	5420 ROBINWOOD RD	BONITA CA 91902			458
CAROLINE T HALBERG	49 BRETTON RD	WEST HARTFORD CT 06119-1209			180
BRUCE E HAMILTON	20652 AGUILERA LN	ESCONDIDO CA 92029			129
DANNIE T HARKINS &	GLORIA E HARKINS JT TEN	5531 STATE ROAD 283	ROBARDS KY 42452		7
OLIVER HARRISON	743 KENTUCKY AVE	UMAILLA FL 32784-9066			11
JOHN A HOUSTON	216 TIBURTINA AVE	LAS VEGAS NV 89138			4,360
KATHERINE L HOUSTON	BOX 495	EPHRAIM WI 54211			10
KATHERINE PEARSE HUG	9204 FAWN RIDGE PLACE	LOUISVILLE KY 40229			24
LEO HYNES	140 PALACE FIELDS	TUAM	CO GALWAY		13
STANLEY H IWASAKI &	ELSIE T IWASAKI JT TEN	2242 STAR ROAD	HONOLULU HI 96813-1309		2
ESA KALISTAJA	KARJAKENTANTIE 13 B 2 90540 OULU	220564-1255	FINLAND		192
HAIG D KAPIGIAN &	MILDRED A KAPIGIAN JT TEN	1912 SOUTH PARK AVE	HADDON HEIGHTS NJ 08035-1031		720

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MARCIA H KAPLAN &	SUSAN TELLER JT TEN	8500 W SUNRISE BLVD # 246	PLANTATION FL 33322			4
IRENE M KAVROS &	GEORGE M KAVROS TR IRENE M KAVROS &	GEORGE M KAVROS LIVING TRUST		5824 BUSH HILL DRIVE	ALEXANDRIA VA 22310-1102	30
CHRISTOPHER KEEPING	12 ST FRANCIS AVENUE	BITTERNE SOUTHAMPTON	HAMPSHIRE SO18 5QJ			40
DAVID C KETTERING &	MARY ANN KETTERING JT TEN	3403 TURNBERRY CT	MURRAYSVILLE PA 15668-1233			24
YOUNG LOG "MICHAEL" KHO	#301 BANGBAE-VIVACE 879-14	BANGBAE-DONG SEOCHO-GU	137-060	SEOUL ZZZZ		360
DANA KINSCH	2542 FRONT ST	APT 4	SAN DIEGO CA 92103			863
KIMMO KOSKINIEMI	HANGAKSENTIE 6 A 90310 OULU	140769-1710				192
JOSEPH L LAFFON	6104 TIDEWATER COURT	PROSPECT KY 40059-9337				48
JOSEPH I LAIRD &	SALLY N LAIRD JT TEN	1628 STEPHENS DR	WAYNE PA 19087-1023			710
DONALD M LARSON TR	DONALD M LARSON REVOCABLE LIVING	TRUST 09/11/13	2866 LILAC LANE	FARGO ND 58102		15
WAI DAI LEE	1327 THOMAS ROAD	WAYNE PA 19087				80
MARION L LESNEWSKY	79 MOUNTAIN TERRACE RD	W HARTFORD CT 06107-1531				2
HAROLD LIBERMAN &	MARLENE LIBERMAN JT TEN	7748 W BRUNS	MONEE IL 60449-9583			24
JAMES D LINT	2057 OXFORD AVE	CARDIFF CA 92007-1719				697
GRAHAME LOCKEY	MARCH COTTAGE	PARK ROAD	HETTON LE HOLE	TYNE & WEAT DH5 9NE		25
DOROTHY LUCAS	604 SYMPHONY CT	JACKSON NJ 08527-4300				2
FRANKLIN J MALAFARINA JR	142 SANDY OAK LN	COPPELL TX 75019				1
DOUG MALCOLM	5008 FOX RUN PLACE	KINGSTON ON K7P 0E4				36
WILLIAM MALHERBE	33951 MADERA DE PLAY #A	TEMECULA CA 92592-9262				1,866
ROBERT T MARTIN	201 ROMAN DR	SCHWENKSVILLE PA 19473-1842				120
VELDA D MARTIN	217 BATTLE GROVE AVE	CYNTHIANA KY 41031-1712				2
MARYSE MCCONNELL	556 SANTA TERESITA	ESCONDIDO CA 92029				34
GEORGE P MCINERNEY JR	3335 DURHAM RD	DOYLESTOWN PA 18901-1571				600
MARYELLEN MCKENNA	12456 BALSTON RD	PHILADELPHIA PA 19154				17
ELAINE MENDIOLA	776 DE LA TOBA RD	CHULA VISTA CA 91911				426
MAUREEN MERRILL TR	MERRILL LIVING TRUST		7 DUBOIS RD	HILLSBOROUGH NJ 08844		7
EDNA L MERTZ &	GLENN E MERTZ TR EDNA L MERTZ	REVOCABLE	LIVING TRUST UA 09/27/91,	719 CLAYTON CORNERS DR	BALLWIN MO 63011-2839	73
SHAR LOU A MEYER &	LOU ANN G MEYER JT TEN	115 LOVERS LANE	KERSEY PA 15846			3
JONAS A MILLER	7927 SAN CARLOS DR	SAN DIEGO CA 92119				112
ANDREW M MUNOZ &	ELLEN L MUNOZ TR	UA 11/04/1994	MUNOZ FAMILY TRUST,	360 N LIMA ST	SIERRA MADRE CA 91024-1049	17
CARRIE MUNSON	PO BOX 179104	SAN DIEGO CA 92117				531
ALICE T NADIAK	WATERGATE II APARTMENTS APT 403	12 HERTEL AVE	BUFFALO NY 14207-2548			360
CARL M NAGATA	4440 PINWOOD CT	UNION CITY CA 94587-4825				2
MIKI NARUI	14 WHEATLEY COURT	KANATA ON K2M 2V5				26

Exhibit E

MING-HAY NG	FLAT 8 11/F	KA YEUNG HOUSE	KA SHING COURT	FANLING NT HONG KONG		189
BONNIE NOBLE	1196 LOMA PORTAL DR	EL CAJON CA 92020				743
FRANCIS A NOVIA	512 COLCHESTER DR	OXFORD PA 19363-3939				153
DAFNA ONEILL	75 YEA RD	WHITTLESEA VIC 3757				2
KIM BEEN ONG	BLOCK 417 ANG MO KIO AVE 10	#11-1005 560417	SINGAPORE 560417			174
JEFFREY OTTO	1059 LUX RD	JEANNETTE PA 15644				5
GOKHAN OZCAGIRAN	173 SOK NO 1 D 5 SOYCAN	2APT	BASINSITESI	IZMIR N/A 35360	TURKEY	6
GOKHAN OZCAN	65 SOK NO 20/9 UCKUYULA	APT 35330	IZMIR	TURKEY		3
SALVADOR PALEO	2233 SUNDANCE RD	FALLBROOK CA 92028				872
KENNETH S PAQUIA	31786 LOMA LINDA RD	TEMECULA CA 92592-1092				516
RONALD PEARLSTEN	1156 GLEN ELLEN PL	SAN MARCOS CA 92078				49
BALFOUR PEART	539 E 35TH STREET	BROOKLYN NY 11203-5511				140
RAMON N PESCEVICH	PO BOX 54	MONTAIN LAKES NJ 07046				15
COLEEN POMPURA	12360 LONG VIEW DRIVE	NORTH HUNTINGTON PA 15642				29
STEVEN WILLIAM PULLEN	1322 SHARON LN APT 202	SULPHUR SPRINGS TX 75482-5565				2
PRAKASH RAJAN	29 ROCK RIDGE RD	DENVILLE NJ 07834-2310				10
MORRIS B REED &	STANLEY D REED JT TEN	160-06 BAYSLEY BLVD	JAMAICA NY 11434-2866			10
TIMOTHY REES	9 PARK PROSPECT	PONTYPRIDD	UNITED KINGDOM CF37 2HF			30
DORIS RHODES	PO BOX 714	RIDGELY MD 21660-0714				8
ERVIN O RISTAU AND	MRS JOYCE K RISTAU JT TEN	10131 LAMAR AVE	OVERLAND PARK KS 66207-3058			1
WILLIAM D RITCHEY	4567 KINGCUP COURT	ELLCOTT CITY MD 21042-5982				5
WILLIAM E ROMIG &	GAIL L ROMIG JT TEN	607 N MAPLE ST	EPHRATA PA 17522-2126			2
RTCO AS EXCH AGENT FOR UNEX	SHS OF PULSE ELECTRONICS # 2653	10 COMMERCE DR	CRANFORD NJ 07016			5
W C RUGLASS JR &	MILDRED M RUGLASS JT TEN	2313 WYNNWOOD ROAD	WILMINGTON DE 19810-2734			81
BRIAN RUPPENTHAL &	LESLEE RUPPENTHAL JT TEN	4049 MIAMITRAIL LN	CINCINNATI OH 45252			1
ANDREW SALEK	2 SHERMAN ST	GALETON PA 16922-1318				8
WILLIAM L SANDRICK	3398 RTE 130	HARRISON CITY PA 15636				3
DAVID J SANSONETTI	343 WOODBERRY DRIVE	APOLLO PA 15613				21
STEPHAN SCHIFTER	32K ACADEMY HOUSE	1420 LOCUST ST	PHILADELPHIA PA 19102-4223			323
JULIE SCHWEDA	6991 WELCH LK RD	GRASS LAKE MI 49240-9632				2
NANCY SCHWERTNER	905 TIDEWATER DR	N MYRTLE BEACH SC 29582-6269				49
CHONG TONG "ROLAND" SEET	278 TOH GUAN RD	#10-187 600278	SINGAPORE 600278			1,074
JOAN J SELF	2346 HATHAWAY RD	RALEIGH NC 27608-2010				24
REBECCA SHOBE	1755 OXFORD AVE	CARDIFF BY THE SEA CA 92007				12

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CLAIRE V SILBER	1039 RANDOLPH DR	YARDLEY PA 19067-4360				300
KENNETH L SIMMONS	PO BOX 2989	HARBOR OR 97415				122
PAUL SMITH	11502 OXHAM ST	HOUSTON TX 77029-3034				240
MARC STAHLSCMIDT	AUF DE HALLE 2	58840 PLETTENBERG				2,210
SUSAN A STASIAK	159 PINNEY DR	WORTHINGTON OH 43085				3
JOHN K STEWART	2226 ST JAMES DR	WILMINGTON DE 19808-5219				14
VIRGINIA A STRAUSBAUGH	30547 BAYPORT LANE	MENIFEE CA 92584				21
ERIC STREICHER	212 MCLAUGHLIN DR	NEW KENSINGTON PA 15068-4940				5
DIDEM SUMER	İLICA MAH EYUP CAD NO 55	PALMIYE APT KAT 8 D 29	NARLIDERE IZMIR 35320			6
SUK FUN TANG	34/F FLAT A BLOCK 4	BOARDVIEW COURT	WONG CHUK HANG ABERDEEN	HONG KONG		1,306
DONALD H TAYLOR JR	9501 HWY 87	REIDSVILLE NC 27320				12
HENRY ENG LUISA ENG JT TEN	709 ELBERON AVE	ABSECON NJ 08201-1003				243
SAMUEL C THOMAS &	DOUGLAS S THOMAS JT TEN	128 BANEBERRY LANE	LITITZ PA 17543			5
ERIC E THOMPSON	5003 BLYTHEWOOD RD	BALTIMORE MD 21210-2015				24
MARITTA TIMOSAARI	VIRIANKUJA 4A	90240 OULU	FINLAND 90240			530
KWAI YUEN TSO	FLAT 20B BLOCK 4	ROYAL PENINSULA	HUNG HOM	KOWLOON	HONG KONG	3,171
GEORGE W VANDEVENTER JR &	CHARLOTTE M VANDEVENTER TENENT	RD 1 BOX 64	MANS CHOICE PA 15550-9801			3
GEORGE G WALKER &	NANCY N WALKER JT TEN	18 FREEDOM LANE	BENSALEM PA 19020-3123			5
JANICE I WASDEN	4647 IRONWOOD DR	ST GEORGE UT 84790				240
DANIEL WATHLE	12 RUE DE POMPONNE	77360 VAIRES SUR MARNE	FRANCE 77360			24
DAVID HAGEN WHEELER &	LEONA CAROLYN WHEELER TR	WHEELER FAMILY TRUST UNDER	DECLARATION 09-JUN-95,	11638 CORINTH CIRCLE	FOUNTAIN VALLEY CA 92708-2502	4
MARY V WOOLDRIDGE	2517 HENDERSON RD	MCKEESPORT PA 15131-1822				46
RALPH M ZECCA SR	518 CAMBRIDGE RD	TURNERSVILLE NJ 08012-1411				241
CHESTER F ZIELINSKI	113 MAPLE ST	W LEECHBURG PA 15656				11