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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

SAISRAVAN BHARADWAJ KARRI,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

OCLARO, INC., MARISSA PETERSON,
EDWARD COLLINS, GREG
DOUGHERTY, KENDALL COWAN,
DENISE HAYLOR, IAN SMALL, BILL
SMITH, and JOEL A. SMITH III,

Defendants.

Case No. 3:18-cv-03435-JD

Hon. James Donato

JUDGEMENT AND DISMISSAL

The Court held a hearing on February 22, 2024, to consider, among other things, (i) whether the terms and conditions of the Settlement are fair, reasonable and adequate and should therefore be approved; and (ii) whether a judgment should be entered dismissing the Litigation with prejudice as against the Defendants.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment and Order of Dismissal with Prejudice incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. The Court has jurisdiction over the subject matter of the Litigation and over all Settling Parties to the Litigation, including all Settlement Class Members.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court affirms the determinations in the Preliminary Approval Order and finally certifies for purposes of settlement only: (i) a Settlement Class defined as all record and beneficial holders of common stock of Oclaro

1 who held such stock during the period from and including May 15, 2018, the record date for voting
2 on the Merger of Oclaro and Lumentum, through and including December 10, 2018, the date the
3 Merger closed, including any and all of their respective predecessors, successors, trustees,
4 executors, administrators, estates, legal representatives, heirs, assigns and transferees; (ii)
5 Monteverde & Associates PC is certified as Lead Counsel; and (iii) Lead Plaintiff is certified as
6 the class representative. Excluded from the Settlement Class are (i) Defendants and members of
7 their immediate families; (ii) the officers and directors of the Company and members of their
8 immediate families; (iii) any entity in which Defendants have or had a controlling interest or are
9 controlled by (including Lumentum and Merger Sub, LLC); (iv) the legal representatives, heirs,
10 successors or assigns of each Defendant and each officer and director of the Company; and (v) any
11 persons or entities who properly excluded themselves through a valid and timely request for
12 exclusion.

13 4. For purposes of settlement only, the Court affirms the determinations in the
14 Preliminary Approval Order and finds that the prerequisites for a class action under Rules 23(a)
15 and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) Settlement Class
16 Members are so numerous that joinder of all Settlement Class Members in the class action is
17 impracticable; (b) there are questions of law and fact common to the Settlement Class which
18 predominate over any individual question; (c) the claims of the Lead Plaintiff are typical of the
19 claims of the Settlement Class; (d) Lead Plaintiff and his counsel have fairly and adequately
20 represented and protected the interests of the Settlement Class Members; and (e) a class action is
21 superior to other available methods for the fair and efficient adjudication of the controversy,
22 considering: (i) the interests of the Settlement Class Members in individually controlling the
23 prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the
24 controversy already commenced by Settlement Class Members, (iii) the desirability or
25 undesirability of concentrating the litigation of these claims in this particular forum, and (iv) the
26 difficulties likely to be encountered in the management of the class action.

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1 5. The Court approves the Settlement set forth in the Stipulation and finds that the
2 Settlement is fair, reasonable, and adequate to the Settlement Class. The Stipulation is finally
3 approved in all respects, and the Settling Parties are hereby directed to perform its terms.

4 6. The Court authorizes and directs implementation of the terms and provisions of the
5 Stipulation, as well as the terms and provisions hereof. The Court dismisses with prejudice and
6 without costs, the Litigation and all claims contained therein and the Released Claims, defined as
7 any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums
8 of money, suits, contracts, agreements, promises, damages and liabilities, whether known or
9 unknown, contingent or non-contingent, derivative or direct, or suspected or unsuspected,
10 including any claims arising under federal or state statutory or common law or any other law, rule
11 or regulation, whether foreign or domestic, that have been asserted, could have been asserted, or
12 could be asserted in the future against Defendant Oclaro and the Individual Defendants (consisting
13 of Marissa Peterson, Edward Collins, Greg Dougherty, Kendall Cowan, Denise Haylor, Ian Small,
14 Bill Smith and Joel A. Smith) (all defendants referenced above are collectively referred to herein
15 as “Defendants”), and any and all of their related parties, including, without limitation, any and all
16 of their current or former parents, subsidiaries, predecessors, successors, divisions, investment
17 funds, joint ventures and general or limited partnerships, and each of their respective current or
18 former officers, directors, trustees, partners, members, contractors, auditors, principals, agents,
19 managing agents, employees, attorneys, accountants, investment bankers, underwriters, insurers
20 in their capacity as such, as well as each of the Individual Defendants’ immediate family members,
21 heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors
22 and assigns (collectively, “Defendants’ Released Persons”), that arise out of or relate in any way
23 to: (i) the Action; (ii) the Merger; and (iii) the Preliminary and Definitive Proxy Statements issued
24 by Oclaro in connection with the Merger (the “Proxy”) or any other disclosures related to the
25 Merger. Notwithstanding the aforementioned, the following claims are excluded: all claims (1)
26 related to the enforcement of this Settlement; and (2) between Defendants or any of Defendants’
27 Released Persons, on the one hand, and their respective insurers, on the other hand.

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1 7. Upon the Effective Date hereof, and as provided in the Stipulation, without further
2 action by anyone, Lead Plaintiff, on behalf of himself and all Settlement Class Members, in his, her
3 or its capacity as a holder of Oclaro stock, and anyone claiming through or on behalf of any of them,
4 shall be deemed to have, and by operation of this Order and Final Judgment, shall have, fully, finally,
5 and forever resolved, discharged, relinquished, released, waived, settled, and dismissed with prejudice
6 any and all of the Released Claims (including, without limitation, Unknown Claims) against
7 Defendants and each and all of Defendants' Released Persons, regardless of whether a Settlement
8 Class Member executes and delivers a Proof of Claim and Release, except that claims relating to the
9 enforcement of the Settlement shall not be released.

10 8. Upon the Effective Date hereof, and as provided in the Stipulation, without further
11 action by anyone, Defendants shall be deemed to have, and by operation of this Order and Final
12 Judgment shall have, fully, finally, and forever released, relinquished, and discharged Lead Plaintiff,
13 each and all of the Settlement Class Members, and Plaintiff's Counsel from all Defendants' Released
14 Claims (including, without limitation, Unknown Claims), and shall forever be enjoined from
15 prosecuting such claims.

16 9. Upon the Effective Date hereof, and as provided in the Stipulation, without further
17 action by anyone, Lead Plaintiff, on behalf of himself and all Settlement Class Members, in his, her
18 or its capacity as a holder of Oclaro stock, and anyone claiming through or on behalf of any of them,
19 shall be forever barred and enjoined from commencing, instituting, asserting, maintaining, enforcing,
20 aiding, prosecuting, or continuing to prosecute any action or proceeding in any forum (including, but
21 not limited to, any state or federal court of law or equity, any arbitral forum, any tribunal,
22 administrative forum, or the court of any foreign jurisdiction, or any other forum of any kind), any
23 and all of the Released Claims (including, without limitation, Unknown Claims), against Defendants
24 and each and all of Defendants' Released Persons, regardless of whether such Settlement Class
25 Member executes and delivers a Proof of Claim and Release, except that claims relating to the
26 enforcement of the Settlement shall not be released.

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1 10. Upon the Effective Date hereof, and as provided in the Stipulation, without further
2 action by anyone, Lead Plaintiff, on behalf of himself and each and every Settlement Class
3 Member, in his, her or its capacity as a holder of Oclaro stock, and anyone claiming through or on
4 behalf of any of them, shall covenant or be deemed to have covenanted not to sue any of
5 Defendants and Defendants' Released Persons with respect to any and all Released Claims
6 (including, without limitation, Unknown Claims).

7 11. In accordance with the PSLRA as codified at 15 U.S.C. § 78u-4(f)(7)(A), (a) all
8 obligations to any Settlement Class Member of any Defendant or Defendants' Released Person
9 arising out of the Litigation are discharged, and (b) any and all claims for contribution arising out
10 of the Litigation or any of the Released Claims (i) by any person or entity against any of the
11 Defendants' Released Persons, and (ii) by any of the Defendants' Released Persons against any
12 person or entity, other than as set out in 15 U.S.C. § 78u-4(f)(7)(A)(ii), are hereby permanently
13 barred, extinguished, discharged, satisfied and unenforceable.

14 12. The terms of the Stipulation and of this Order and Final Judgment will be forever
15 binding on Lead Plaintiff, all other Settlement Class Members (regardless of whether or not any
16 individual Settlement Class Member submits a Proof of Claim and Release or seeks or obtains a
17 distribution from the Net Settlement Fund), and Defendants, as well as their respective, heirs,
18 executors, administrators, predecessors, successors, and assigns.

19 13. The Escrow Agent will maintain the Settlement Fund in accordance with the
20 requirements set forth in the Stipulation. Defendants and Defendants' Released Persons shall have
21 no liability, obligation, or responsibility whatsoever for the administration of the Settlement or
22 disbursement of the Net Settlement Fund.

23 14. The Notice of Pendency and Proposed Settlement of Class Action given to the
24 Settlement Class (a) was implemented in accordance with the Preliminary Approval Order entered
25 on August 28, 2023 (b) was the best notice practicable under the circumstances, to all Persons
26 entitled to such notice, of those proceedings and of the matters set forth therein, including the
27 proposed Settlement set forth in the Stipulation, (c) was reasonably calculated under the
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1 circumstances to apprise Settlement Class Members of (i) the pendency of the Litigation: (ii) the
2 effect of the proposed Settlement (including the releases contained therein); and (iii) their right to
3 object to any aspect of the proposed Settlement, exclude themselves from the Settlement Class,
4 and/or appear at the Final Approval Hearing; (d) was reasonable and constituted due, adequate,
5 and sufficient notice to all persons and entities entitled to receive notice of the proposed
6 Settlement; and (e) fully satisfied the requirements of Federal Rule of Civil Procedure 23, the
7 requirements of due process, the requirements of the PSLRA, and all other applicable law and
8 rules. Further, it is determined that all members of the Settlement Class are bound by the Judgment
9 herein. Defendants served on the United States Attorney General and all State Attorneys General
10 the notice of the proposed Settlement, pursuant to the Class Action Fairness Act, U.S.C. §§ 1711
11 *et seq.* (“CAFA”). The form and manner of that CAFA notice is determined to be in full compliance
12 with CAFA.

13 15. Separate orders will be entered regarding the proposed Plan of Allocation and Lead
14 Counsel’s motion for attorneys’ fees and expenses as allowed by the Court. Any plan of allocation
15 submitted by Lead Counsel or any order entered regarding any attorneys’ fee and expense
16 application shall in no way disturb or affect this Judgment and shall be considered separate from
17 this Judgment.

18 16. Neither this Order and Final Judgment, the Stipulation, the Supplemental
19 Agreement, nor any of their terms or provisions, nor any of the negotiations, discussions,
20 proceedings connected thereto, nor any act performed or document executed pursuant to or in
21 furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as
22 an admission of, or evidence of, the validity of any of the allegations in the Litigation or of the
23 validity of any of the Released Claims, or of any wrongdoing or liability of any Defendants or
24 Defendants’ Released Persons; or (b) is, or shall be deemed to be, or shall be used as an admission
25 of any fault or omission of any Defendants or Defendants’ Released Person in any statement,
26 release, or written documents issued, filed, or made; or (c) is or may be deemed to be or may be
27 used as an admission of, or evidence of, any fault, liability, wrongdoing, negligence, or omission
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1 of any Defendants or Defendants' Released Persons in any civil, criminal, or administrative
2 proceeding in any court, arbitration proceeding, administrative agency, or forum or tribunal in
3 which any Defendants or Defendants' Released Persons are or become parties; or (d) is or may be
4 deemed to be or may be used as an admission or evidence that any claims asserted by Lead Plaintiff
5 were not valid or that the amount recoverable was not greater than the Settlement Amount, in any
6 civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.
7 Defendants, Defendants' Released Persons, Lead Plaintiff, Class Members, and their respective
8 counsel may file the Stipulation and/or this Judgment in any action that may be brought against
9 them in order to support a defense or counterclaim based on principles of res judicata, collateral
10 estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim
11 preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may file
12 the Stipulation and/or this Judgment in any proceedings that may be necessary to consummate or
13 enforce the Stipulation, the Settlement, or the Judgment.

14 17. The Court retains continuing exclusive jurisdiction over: (a) implementation of this
15 Settlement and any award or distribution of the Settlement Fund, including interest earned thereon;
16 (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees
17 and expenses and interest in the Litigation; and (d) all Settling Parties hereto for the purpose of
18 construing, enforcing, and administering the Stipulation.

19 18. In the event that the Settlement does not become effective in accordance with the
20 terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement
21 Fund, or any portion thereof, is returned to the Defendants as required under the terms of the
22 Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in
23 accordance with the Stipulation and shall be vacated and, in such event, all orders entered and
24 releases delivered in connection herewith shall be null and void to the extent provided by and in
25 accordance with the Stipulation.

26 19. The parties are authorized to agree and to adopt such amendments or modifications of
27 the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially
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1 inconsistent with this Order and Final Judgment; and (ii) do not materially limit the rights of Settlement
2 Class Members in connection with the Settlement. The Settling Parties may agree to reasonable
3 extensions of time to carry out any of the provisions of the Stipulation.

4 **IT IS SO ORDERED.**

5 DATED: July 12, 2024



6 JAMES DONATO
7 UNITED STATES DISTRICT JUDGE
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EXHIBIT 1

Persons Excluded From Settlement Class

1. Mavis Joyce Hadland (1,000 shares)
2. Clive Henry Baker (4 shares)
3. Shaila Sadia (1 share)

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