

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

In re NOVATEL WIRELESS SECURITIES  
LITIGATION

) Lead Case No.

) 08-CV-01689-AJB(RBB)

This Document Relates To:

) CLASS ACTION

ALL ACTIONS.

) ORDER PRELIMINARILY  
APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

1           WHEREAS, a consolidated action is pending before this Court styled *In re*  
2 *Novatel Wireless Securities Litigation*, Lead Case No. 08-CV-01689-AJB(RBB)  
3 (the “Action”);

4           WHEREAS, the parties having made application, pursuant to Federal Rule  
5 of Civil Procedure 23(e), for an order preliminarily approving the settlement of this  
6 Action, in accordance with a Stipulation of Settlement dated January 31, 2014  
7 (“Stipulation”), which, together with the Exhibits annexed thereto, sets forth the  
8 terms and conditions for a proposed settlement of the Action and for dismissal of  
9 the Action with prejudice upon the terms and conditions set forth therein; and the  
10 Court having read and considered the Stipulation and the Exhibits annexed thereto;  
11 and

12           WHEREAS, unless otherwise defined, all capitalized terms used herein shall  
13 have the same meanings as set forth in the Stipulation.

14           NOW, THEREFORE, IT IS HEREBY ORDERED:

15           1.     The Court does hereby preliminarily approve the Stipulation and the  
16 Settlement set forth therein, subject to further consideration at the Settlement  
17 Hearing described below.

18           2.     A hearing (the “Settlement Hearing”) shall be held before this Court  
19 on June 20, 2014, at 3:00 p.m., at the United States District Court for the Southern  
20 District of California, Edward J. Schwartz U.S. Courthouse, 221 West Broadway,  
21 San Diego, California 92101, to determine whether the proposed Settlement of the  
22 Action on the terms and conditions provided for in the Stipulation is fair,  
23 reasonable, and adequate to the Class and should be approved by the Court;  
24 whether a Judgment as provided in ¶1.12 of the Stipulation should be entered;  
25 whether the proposed Plan of Distribution should be approved; to determine any  
26 amount of attorneys’ fees and expenses that should be awarded to Lead Counsel  
27 and any expenses to Lead Plaintiffs; to hear any objections by Class Members to

1 the Settlement or Plan of Distribution or any award of fees and expenses to Lead  
2 Counsel or Lead Plaintiffs; and to consider such other matters as the Court may  
3 deem appropriate.

4         3. Pursuant to the May 12, 2010 Order Granting Motion to Certify Class  
5 (Dkt. No. 180) and Rule 23 of the Federal Rules of Civil Procedure, the Court has  
6 certified a Class defined as all Persons who purchased NWI common stock  
7 between February 27, 2007 and September 15, 2008, inclusive, and were damaged  
8 thereby. Excluded from the Class are Defendants, directors, and officers of NWI,  
9 and their families and affiliates. Also excluded from the Class are those Class  
10 Members who previously excluded themselves pursuant to the Notice of Pendency  
11 of Class Action that was provided to the Class pursuant to the Court's Order dated  
12 January 18, 2011 (Dkt. No. 264) and those Class Members who submit valid and  
13 timely requests for exclusion pursuant to the Notice described herein.

14         4. The Court approves, as to form and content, the Notice, the Proof of  
15 Claim and Release form, and the summary notice, and finds that the mailing and  
16 distribution of the Notice and publishing of the summary notice substantially in the  
17 manner and form set forth in ¶¶5-6 of this Order meet the requirements of Federal  
18 Rule of Civil Procedure 23 and due process, provide the best notice practicable  
19 under the circumstances, and shall constitute due and sufficient notice to all  
20 Persons entitled thereto.

21         5. Pursuant to Rule 23(c) of the Federal Rules of Civil Procedure, the  
22 Court appoints the firm Gilardi & Co. LLC ("Claims Administrator") to supervise  
23 and administer the notice procedure as well as the processing of claims as more  
24 fully set forth below:

25                 (a) Not later than March 31, 2014 (the "Notice Date"), Lead  
26 Counsel and/or the Claims Administrator shall cause a copy of the Notice and the  
27 Proof of Claim and Release form, substantially in the forms annexed as Exhibits A-

1 1 and A-2 hereto, to be mailed by First-Class Mail to all Class Members who can  
2 be identified with reasonable efforts, including those who were previously  
3 identified for purposes of providing the January 18, 2011 Notice of Pendency of  
4 Class Action, and to be posted on the Claims Administrator's website at  
5 www.novatelwirelesssettlement.com;

6 (b) Not later than the Notice Date, the Claims Administrator shall  
7 post the Notice and the Stipulation and all of its Exhibits on its website at  
8 www.novatelwirelesssettlement.com;

9 (c) Not later than April 10, 2014, the Claims Administrator shall  
10 cause the summary notice, substantially in the form annexed as Exhibit A-3 hereto,  
11 to be published once in the national edition of *Investor's Business Daily* and once  
12 over the *Business Wire*; and

13 (d) Not later than May 30, 2014, Lead Counsel shall serve on  
14 Defendants' counsel and file with the Court proof, by affidavit or declaration, of  
15 such mailing and publishing.

16 6. Nominees who purchased NWI common stock for the benefit of  
17 another Person during the period from February 27, 2007 through September 15,  
18 2008, inclusive, shall be requested to send the Notice and Proof of Claim and  
19 Release form to such beneficial owners of NWI common stock within ten (10)  
20 calendar days after receipt thereof, or send a list of the names and addresses of  
21 such beneficial owners to the Claims Administrator within ten (10) calendar days  
22 of receipt thereof, in which event the Claims Administrator shall promptly mail the  
23 Notice and Proof of Claim and Release form to such beneficial owners.

24 7. All fees, costs, and expenses incurred in identifying and notifying  
25 members of the Class (other than costs incurred in providing CAFA notice as set  
26 forth in ¶2.1 of the Stipulation) shall be paid from the Settlement Fund and in no  
27 event shall Defendants bear any responsibility for such fees, costs, or expenses.

1           8. All members of the Class (except Persons who have validly and  
2 timely requested exclusion pursuant to the Notice or the January 28, 2011 Notice  
3 of Pendency of Class Action) shall be bound by all determinations and judgments  
4 in the litigation concerning the Settlement, including, but not limited to, the  
5 releases provided for therein, whether favorable or unfavorable to the Class,  
6 regardless of whether such Persons seek or obtain by any means, including,  
7 without limitation, by submitting a Proof of Claim and Release form or any similar  
8 document, any distribution from the Settlement Fund or the Net Settlement Fund.

9           9. Class Members who wish to participate in the Settlement shall  
10 complete and submit the Proof of Claim and Release form in accordance with the  
11 instructions contained therein. Unless the Court orders otherwise, all Proofs of  
12 Claim and Release must be postmarked no later than ninety (90) calendar days  
13 from the Notice Date. Any Class Member who does not submit a Proof of Claim  
14 and Release within the time provided shall be barred from sharing in the  
15 distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered  
16 by the Court, but shall nevertheless be bound by any final judgment entered by the  
17 Court. Notwithstanding the foregoing, Lead Counsel shall have the discretion to  
18 accept late-submitted claims for processing by the Claims Administrator so long as  
19 distribution of the Net Settlement Fund is not materially delayed thereby.

20           10. Any member of the Class may enter an appearance in the Action, at  
21 his, her, or its own expense, individually or through counsel of their own choice. If  
22 they do not enter an appearance, they will be represented by Lead Counsel.

23           11. Any Person falling within the definition of the Class may, upon  
24 request, be excluded or “opt out” from the Class. Any such Person must submit to  
25 the Claims Administrator a request for exclusion (“Request for Exclusion”),  
26 postmarked on or before May 30, 2014. A Request for Exclusion must be signed  
27 and state: (a) the name, address, and telephone number of the Person requesting

1 exclusion; (b) the Person's purchases and sales of NWI common stock from  
2 February 27, 2007 to September 15, 2008, inclusive, including the dates, the  
3 number of shares of NWI common stock purchased or sold, and price paid or  
4 received for each such purchase or sale; and (c) that the Person wishes to be  
5 excluded from the Class. All Persons who submit valid and timely Requests for  
6 Exclusion in the manner set forth in this paragraph shall have no rights under the  
7 Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall  
8 not be bound by the Stipulation or any final judgment.

9       12 Copies of all Requests for Exclusion received shall be delivered to  
10 Defendants' counsel by the Claims Administrator or Lead Counsel promptly after  
11 receipt by the Claims Administrator, but in no event later than ten (10) business  
12 days before the Settlement Hearing for Requests for Exclusion received by that  
13 date.

14       13. Any member of the Class may appear and object if he, she, or it has  
15 any reason why the Settlement of the Action should not be approved as fair,  
16 reasonable and adequate, why a judgment should not be entered thereon, why the  
17 Plan of Distribution should not be approved, why attorneys' fees and expenses  
18 should not be awarded to counsel for Lead Plaintiffs, or why expenses should not  
19 be awarded to Lead Plaintiffs; provided, however, that no Class Member or any  
20 other Person shall be heard or entitled to contest the approval of the terms and  
21 conditions of the Settlement, or, if approved, the Judgment to be entered thereon  
22 approving the same, or the order approving the Plan of Distribution, or any  
23 attorneys' fees and expenses to be awarded to Lead Counsel or Lead Plaintiffs,  
24 unless written objections and copies of any papers and briefs are received by  
25 Robbins Geller Rudman & Dowd LLP, Jeffrey D. Light, Douglas R. Britton, 655  
26 West Broadway, Suite 1900, San Diego, California 92101; and Jones Day, Thomas  
27 R. Jackson, 2727 North Harwood Street, Dallas, Texas 75201, on May 30, 2014;

1 and said objections, papers, and briefs are filed with the Clerk of the United States  
2 District Court for the Southern District of California, on or before May 30, 2014.  
3 Any member of the Class who does not make his, her, or its objection in the  
4 manner provided shall be deemed to have waived such objection and shall forever  
5 be foreclosed from making any objection to the fairness, reasonableness, or  
6 adequacy of the Settlement as incorporated in the Stipulation, to the Plan of  
7 Distribution, and to the award of attorneys' fees and expenses to Lead Counsel or  
8 Lead Plaintiffs, unless otherwise ordered by the Court.

9       14 All funds held by the Escrow Agent shall be deemed and considered  
10 to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of  
11 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       15. All papers in support of the Settlement, Plan of Distribution, and any  
14 application by Lead Counsel for attorneys' fees and expenses or Lead Plaintiffs'  
15 expenses shall be filed and served no later than May 5, 2014 and any reply papers  
16 shall be filed and served no later than June 13, 2014.

17       16. The Released Persons shall have no responsibility for, interest in, or  
18 liability whatsoever with respect to the notice procedures, the investment,  
19 administration, or distribution of the Settlement Fund, the Plan of Distribution, the  
20 determination, administration, calculation or processing of claims, the Net  
21 Settlement Fund or any funds held by the Escrow Agent, the payment or  
22 withholding of Taxes, or any losses incurred in connection therewith, any  
23 application for attorneys' fees or expenses submitted by Lead Counsel or Lead  
24 Plaintiffs, or any allocation of the Fee and Expense Award by Lead Counsel, and  
25 such matters will be considered separately from the fairness, reasonableness, and  
26 adequacy of the Settlement.

27

1           17. At or after the Settlement Hearing, the Court shall determine whether  
2 the Plan of Distribution proposed by Lead Counsel, and any applications for  
3 attorneys' fees and expenses and Lead Plaintiffs' expenses should be approved.

4           18. All reasonable expenses incurred in identifying and notifying Class  
5 Members as well as administering the Settlement Fund shall be paid as set forth in  
6 the Stipulation. In the event the Court does not approve the Settlement, or it  
7 otherwise fails to become effective, neither Lead Plaintiffs nor their counsel shall  
8 have any obligation to repay any amounts actually and properly incurred or  
9 disbursed pursuant to ¶¶3.6 or 3.7 of the Stipulation.

10           19. Neither the Stipulation nor the Settlement contained therein, nor any  
11 act performed or document executed pursuant to or in furtherance of the  
12 Stipulation or the Settlement (a) is or may be deemed to be or may be used as an  
13 admission of, or evidence of, the validity of any Released Claim, or of any  
14 wrongdoing or liability of the Released Persons; or (b) is or may be deemed to be  
15 or may be used as an admission of, or evidence of, any fault or omission of any of  
16 the Released Persons; or (c) is or may be deemed to be or may be used as an  
17 admission or evidence that any claims asserted by Lead Plaintiffs were not valid or  
18 that the amount recoverable was not greater than the Settlement Amount, in any  
19 civil, criminal, or administrative proceeding in any court, administrative agency, or  
20 other tribunal. The Released Persons may file the Stipulation and/or the Judgment  
21 in any action that may be brought against them in order to support a defense or  
22 counterclaim based on principles of *res judicata*, collateral estoppel, release, good  
23 faith settlement, judgment bar or reduction, or any other theory of claim preclusion  
24 or issue preclusion or similar defense or counterclaim.

25           20. All proceedings in the Action are stayed until further order of this  
26 Court, except as may be necessary to implement the Settlement or comply with the  
27 terms of the Stipulation. Pending final determination of whether the Settlement





INDEX OF EXHIBITS TO ORDER PRELIMINARILY APPROVING SETTLEMENT AND  
PROVIDING FOR NOTICE

DOCUMENT	EXHIBIT	PAGE
Notice of Proposed Settlement of Class Action	A-1	1-24
Proof of Claim and Release	A-2	25-35
Summary Notice	A-3	36-39

# EXHIBIT A-1

1 ROBBINS GELLER RUDMAN  
 & DOWD LLP  
 2 JEFFREY D. LIGHT (159515)  
 DOUGLAS R. BRITTON (188769)  
 3 ROBERT R. HENSSLER JR. (216165)  
 LUCAS F. OLTS (234843)  
 4 ERIC I. NIEHAUS (239023)  
 655 West Broadway, Suite 1900  
 5 San Diego, CA 92101  
 Telephone: 619/231-1058  
 6 619/231-7423 (fax)  
 jeffl@rgrdlaw.com  
 7 dougb@rgrdlaw.com  
 bhenssler@rgrdlaw.com  
 8 lolts@rgrdlaw.com  
 ericn@rgrdlaw.com

9 Lead Counsel for Plaintiffs

10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

In re NOVATEL WIRELESS  
 SECURITIES LITIGATION

) Lead Case No.  
 08-CV-01689-AJB(RBB)

\_\_\_\_\_  
 This Document Relates To:  
 ALL ACTIONS.  
 \_\_\_\_\_

) CLASS ACTION  
 ) NOTICE OF PROPOSED  
 ) SETTLEMENT OF CLASS ACTION  
 ) EXHIBIT A-1

1 TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF  
2 NOVATEL WIRELESS, INC. (“NWI”) BETWEEN FEBRUARY 27, 2007  
AND SEPTEMBER 15, 2008, INCLUSIVE (THE “CLASS PERIOD”)

3 PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.  
4 YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS ACTION.  
5 PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE  
6 ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT  
7 DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND,  
8 YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM  
9 POSTMARKED ON OR BEFORE JUNE 30, 2014.

10 This Notice has been sent to you pursuant to Rule 23 of the Federal Rules of  
11 Civil Procedure and an Order of the United States District Court for the Southern  
12 District of California (the “Court”). The purpose of this Notice is to inform you of the  
13 settlement (the “Settlement”) of this securities class action litigation (the “Action”)  
14 and of the hearing to be held by the Court to consider the fairness, reasonableness, and  
15 adequacy of the Settlement. The Settlement resolves the Class’s claims asserted  
16 against all the Defendants. This Notice describes the rights you may have in  
17 connection with the Settlement and what steps you may take in relation to the  
18 Settlement and this class action litigation. The terms of the Settlement are set forth in  
19 the Stipulation of Settlement, dated January 31, 2014 (the “Stipulation”), which can be  
20 viewed and/or downloaded at [www.novatelwirelesssettlement.com](http://www.novatelwirelesssettlement.com).

21 The proposed Settlement creates a fund in the amount of Sixteen Million  
22 Dollars (\$16,000,000.00), which includes \$6 million in cash, \$5 million in NWI  
23 common stock, and a \$5 million Note, and will include interest that accrues on the  
24 fund and may reflect any fluctuations in the price of the common stock prior to  
25 distribution (“Settlement Fund”). Based on the information currently available to  
26 Lead Plaintiffs and the analysis performed by their damages consultant, it is estimated  
27 that if Class Members submit claims for 100% of the shares eligible for distribution,  
28 the estimated average distribution per share will be approximately \$0.26 before

1 deduction of Court-approved fees and expenses. Historically, actual claims rates are  
2 less than 100%, which result in higher distributions per share. Your actual recovery  
3 from this fund will depend on a number of variables, including the number of  
4 claimants, the number of NWI shares you and they purchased, the number of NWI  
5 shares you and they sold, the expense of administering the claims process, and the  
6 timing of your purchases and sales, if any (see the Plan of Distribution below for a  
7 more detailed description of how the settlement proceeds will be allocated among  
8 Class Members).

9 Defendants have denied and continue to deny specifically each and all of the  
10 claims and contentions alleged in the Action. The issues on which the parties disagree  
11 include: (1) whether the statements made or facts allegedly omitted were false,  
12 material, or otherwise actionable under the federal securities laws; (2) the extent to  
13 which the various matters that Lead Plaintiffs alleged were materially false or  
14 misleading influenced (if at all) the trading price of NWI shares at various times  
15 during the Class Period; (3) the extent to which the various allegedly adverse material  
16 facts that Lead Plaintiffs alleged were omitted influenced (if at all) the trading price of  
17 NWI shares at various times during the Class Period; (4) the extent to which external  
18 factors, such as general market conditions, influenced the trading prices of NWI  
19 shares at various times during the Class Period; (5) the effect of various market forces  
20 influencing the trading price of NWI shares at various times during the Class Period;  
21 (6) the amount by which NWI shares were allegedly artificially inflated (if at all)  
22 during the Class Period; and (7) the appropriate economic model for determining the  
23 amount by which NWI shares were allegedly artificially inflated (if at all) during the  
24 Class Period. Lead Plaintiffs and Defendants do not agree on the average amount of  
25 damages per share that would be recoverable if Lead Plaintiffs were to have prevailed  
26 on each claim asserted. Defendants deny that they have violated the federal securities  
27 laws or any laws.

28

1           Lead Plaintiffs believe that the Settlement is a very good recovery and is in the  
2 best interests of the Class. There were significant risks associated with proceeding to  
3 trial. If Lead Plaintiffs prevailed, they believe there was a risk that, given NWI's  
4 current level of available cash, the judgment would be uncollectible. If Defendants  
5 prevailed, the Class would receive nothing. In addition, the amount of damages  
6 recoverable by the Class was and is challenged by Defendants. Recoverable damages  
7 in this case are limited to losses caused by conduct actionable under applicable law  
8 and, had the Action gone to trial, Defendants would likely assert that most or all of the  
9 losses of Class Members were caused by non-actionable market, industry, or general  
10 economic factors. Defendants would also assert that throughout the Class Period, the  
11 statements challenged by Lead Plaintiffs were not made with knowledge of their  
12 falsity.

13           Lead Counsel have not received any payment for their services in conducting  
14 this Action on behalf of Lead Plaintiffs and the members of the Class, nor have they  
15 been paid for their expenses. If the Settlement is approved by the Court, Lead  
16 Counsel will apply to the Court for attorneys' fees of 27.5% of the Settlement Fund  
17 plus expenses not to exceed \$1,800,000, both to be paid from the Settlement Fund.  
18 Lead Plaintiffs may also seek to be paid from the Settlement Fund for their reasonable  
19 costs and expenses (including lost wages) directly relating to their representation of  
20 the Class. If the amounts requested by counsel are approved by the Court, the average  
21 cost per share would be approximately \$0.10.

22           This Notice is not an expression of any opinion by the Court about the merits of  
23 any of the claims or defenses asserted by any party in this Action or the fairness or  
24 adequacy of the proposed Settlement.

25           For further information regarding this Settlement you may contact: Rick  
26 Nelson, c/o Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West  
27 Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900. Please do  
28 not call any representative of the Defendants or the Court.

1 **I. NOTICE OF HEARING ON PROPOSED SETTLEMENT**

2 A hearing (the “Settlement Hearing”) will be held on June 20, 2014, at 3:00  
3 p.m., before the Honorable Anthony J. Battaglia, United States District Judge, at the  
4 United States District Court for the Southern District of California, Edward J.  
5 Schwartz U.S. Courthouse, 221 West Broadway, San Diego, CA 92101. The purpose  
6 of the Settlement Hearing will be to determine: (1) whether the Settlement consisting  
7 of Sixteen Million Dollars (\$16,000,000.00) plus accrued interest and/or stock  
8 appreciation should be approved as fair, reasonable, and adequate to the Class;  
9 (2) whether the proposed Plan of Distribution of the settlement proceeds (the “Plan of  
10 Distribution”) is fair, reasonable, and adequate; (3) whether the application by Lead  
11 Counsel for an award of attorneys’ fees and expenses should be approved; (4) whether  
12 to approve Lead Plaintiffs’ request for their payment of expenses in representing the  
13 Class; and (5) whether the Action should be dismissed with prejudice. The Court may  
14 adjourn or continue the Settlement Hearing without further notice to the Class.

15 **II. DEFINITIONS USED IN THIS NOTICE**

16 1. “Authorized Claimant” means any member of the Class who submits a  
17 timely and valid Proof of Claim and Release form and whose claim for recovery has  
18 been allowed pursuant to the terms of the Stipulation.

19 2. “Claims Administrator” means the firm of Gilardi & Co. LLC.

20 3. “Class” means all Persons who purchased NWI common stock between  
21 February 27, 2007 and September 15, 2008, inclusive, and were damaged thereby, as  
22 ordered by the Court in that Order dated May 12, 2010, and titled, in part, “Order  
23 Granting Motion to Certify Class” (Dkt. No. 180). Excluded from the Class are:  
24 Defendants, directors, and officers of NWI, and their families and affiliates. Also  
25 excluded from the Class are those Class Members who previously excluded  
26 themselves pursuant to the Notice of Pendency of Class Action that was provided to  
27 the Class pursuant to the Court’s Order dated January 18, 2011 (Dkt. No. 264) and  
28



1 those Class Members who submit valid requests for exclusion pursuant to this Notice  
2 of Proposed Settlement of Class Action.

3 4. "Class Member" means a Person who falls within the definition of the  
4 Class as set forth in ¶3 above.

5 5. "Class Period" means the period between February 27, 2007 and  
6 September 15, 2008, inclusive.

7 6. "Defendants" means NWI, Peter V. Leparulo, George B. Weinert, Robert  
8 M. Hadley, Slim S. Souissi, and Catherine F. Ratcliffe.

9 7. "Effective Date" means the first date by which all of the events and  
10 conditions specified in ¶8.1 of the Stipulation have been met and have occurred.

11 8. "Escrow Account" means the account controlled by the Escrow Agent  
12 into which Defendants shall cause the deposit of \$6,000,000.

13 9. "Escrow Agent" means Robbins Geller Rudman & Dowd LLP or its  
14 successor(s).

15 10. "Final" means the time when a Judgment that has not been reversed,  
16 vacated, or modified in any way is no longer subject to appellate review, either  
17 because of disposition on appeal and conclusion of the appellate process, or because  
18 of the passage of time for seeking appellate review. More specifically, it is when the  
19 last of the following has occurred with respect to the Judgment: (a) the date of final  
20 affirmance on an appeal of the Judgment, the expiration of the time for a petition for  
21 or a denial of a writ of certiorari to review the Judgment and, if certiorari is granted,  
22 the date of final affirmance of the Judgment following review pursuant to that grant;  
23 or (b) the date of final dismissal of any appeal from the Judgment or the final  
24 dismissal of any proceeding on certiorari to review the Judgment and expiration of  
25 time to seek any further review or appeal of such dismissal; or (c) if no appeal is filed,  
26 the expiration date of the time for the filing or noticing of any appeal from the  
27 Judgment. For purposes of this definition, an "appeal" shall include any motion to  
28 alter, amend, or otherwise review the Judgment, and any petition for any writ,

1 including a writ of certiorari, that may be filed in connection with the approval or  
2 disapproval of the Stipulation. Any proceeding or order, or any appeal or petition for  
3 a writ of certiorari pertaining to any Plan of Distribution and/or application(s) for  
4 attorneys' fees, costs, or expenses or Lead Plaintiffs' expenses, shall not in any way  
5 delay or preclude the Judgment from becoming Final.

6 11. "Individual Defendants" means Peter V. Leparulo, George B. Weinert,  
7 Robert M. Hadley, Slim S. Souissi, and Catherine F. Ratcliffe.

8 12. "Judgment" means the judgment and order of dismissal with prejudice to  
9 be rendered by the Court upon approval of the Settlement, in all material respects in  
10 the form attached to the Stipulation as Exhibit B.

11 13. "Lead Counsel" means Robbins Geller Rudman & Dowd LLP, 655 West  
12 Broadway, Suite 1900, San Diego, CA 92101.

13 14. "Lead Plaintiffs" means Plumbers & Pipefitters' Local #562 Pension  
14 Fund and Western Pennsylvania Electrical Employees Pension Fund.

15 15. "Net Settlement Fund" means the portion of the Settlement Fund that  
16 shall be distributed to Authorized Claimants as allowed by the Stipulation, the Plan of  
17 Distribution, or the Court, after provision for the other amounts set forth in ¶6.3(a)-(c)  
18 of the Stipulation.

19 16. "Person" means an individual, corporation, partnership, limited  
20 partnership, association, joint stock company, estate, legal representative, trust,  
21 unincorporated association, government or any political subdivision or agency thereof,  
22 and any business or legal entity and his, her or its spouses, heirs, predecessors,  
23 successors, representatives, or assignees.

24 17. "Plaintiffs' Counsel" means any counsel who filed a complaint in the  
25 Action or any action that has been consolidated with the Action.

26 18. "Plan of Distribution," as further defined in §VII of this Notice, means a  
27 plan or formula of allocation of the Net Settlement Fund whereby the Settlement Fund  
28 shall be distributed to Authorized Claimants after payment of expenses of notice and

1 administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees,  
2 costs, expenses and interest, and other expenses as may be awarded by the Court. Any  
3 Plan of Distribution is not part of the Stipulation and the Released Persons shall have  
4 no responsibility or liability with respect thereto.

5 19. "Related Persons" means, with respect to the Defendants, each and all of  
6 their respective past or present parents, affiliates, associates, executors, personal  
7 representatives, subsidiaries, officers, directors, employees, principals, agents,  
8 controlling persons, general or limited partners or partnerships, attorneys, legal  
9 counsel, accountants, consultants, financial advisors, investment advisors, commercial  
10 bank lenders, investment bankers, partners, limited liability companies, shareholders,  
11 immediate family members, heirs, estates, administrators, predecessors, successors,  
12 indemnitors, indemnitees, insurers (including but not limited to the Defendants'  
13 Directors and Officers insurance carriers), reinsurers, any entity in which any  
14 Defendant has a controlling interest, assigns, any trust of which any Defendant is the  
15 settlor or which is for the benefit of any Defendant and/or members of any  
16 Defendant's family; and, as to each of the foregoing, all of their past, present, or  
17 future directors, officers, agents, partners, members, managers, employees, heirs,  
18 subsidiaries, predecessors, and successors, and any Person acting on their behalf.

19 20. "Released Claims" means any and all claims, whether known or  
20 unknown, arising from the purchase of NWI common stock during the Class Period  
21 and the acts, facts, statements or omissions that were or could have been alleged by  
22 Lead Plaintiffs or members of the Class in the Action. "Released Claims" includes  
23 "Unknown Claims" as defined herein. The inclusion of Unknown Claims in the  
24 definition of Released Claims was separately bargained for and was a key element of  
25 the Settlement. Released Claims do not include any claim arising from the  
26 performance or non-performance of the Settlement.

27 21. "Released Persons" means each and all of Defendants in their individual  
28 and corporate capacities and each and all of their Related Persons.

1           22. “Security Agreement” means that agreement accompanying the  
2 Settlement Note that provides the Class a security interest for the Settlement Note in  
3 all rights, title and interests of NWI in and to the property described as NWI’s  
4 accounts receivable, which shall be the Collateral for the Settlement Note.

5           23. “Settlement Amount” means Sixteen Million Dollars (\$16,000,000.00) to  
6 be paid, or caused to be paid, by NWI pursuant to ¶3.1 of the Stipulation.

7           24. “Settlement Fund” means the Settlement Amount, together with all  
8 interest and income earned thereon.

9           25. “Settlement Note” means that component of the Settlement Fund  
10 represented by a \$5 million Promissory Note with a 5% interest rate and a 30-month  
11 maturity and secured by the collateral outlined in the Security Agreement.

12           26. “Settling Parties” means, collectively, Defendants and Lead Plaintiffs on  
13 behalf of themselves and the Class Members.

14           27. “Unknown Claims” means any Released Claims which Lead Plaintiffs or  
15 any Class Members do not know or suspect to exist in his, her or its favor at the time  
16 of the release of the Released Persons which, if known by him, her or it, might have  
17 affected his, her or its settlement with and release of the Released Persons, or might  
18 have affected his, her or its decision not to object to this Settlement.

19 **III. THE LITIGATION**

20           Lead Plaintiffs brought this class action against Defendants for violations of the  
21 federal securities laws, including §§10(b) and 20(a) of the Securities Exchange Act of  
22 1934 (the “Exchange Act”). In their amended complaint, filed on January 9, 2009,  
23 Lead Plaintiffs alleged that Defendants made materially false and misleading  
24 statements about NWI’s financial condition and business prospects and sold stock  
25 based on material non-public information. Lead Plaintiffs alleged that when the  
26 market learned the truth about NWI’s financial condition, NWI’s stock dropped in  
27 value and caused damage to all persons that purchased NWI common stock between  
28 February 27, 2007 and September 15, 2008.

1           The amended complaint was subject to intense scrutiny. Over the ensuing five  
2 months, the Court considered two separate motions to dismiss – one under the  
3 standards existing when Lead Plaintiffs filed the amended complaint and the other  
4 under the standards handed down by the United States Supreme Court in *Ashcroft v.*  
5 *Iqbal*, 556 U.S. 662 (2009). Defendants filed their first motion to dismiss on February  
6 9, 2009, Lead Plaintiffs opposed on March 11, 2009, and Defendants replied on  
7 March 23, 2009. After the Court denied Defendants’ first motion to dismiss,  
8 Defendants moved for reconsideration, which the Court granted over Lead Plaintiffs’  
9 objection. Defendants then renewed their motion to dismiss on June 26, 2009, Lead  
10 Plaintiffs opposed on July 10, 2009, and Defendants replied on July 17, 2009. The  
11 Court denied Defendants’ renewed motion to dismiss on July 28, 2009.

12           Discovery started shortly thereafter and continued for 15 months. And like the  
13 remainder of the litigation, discovery was hotly contested. The parties filed multiple  
14 motions to compel with Judge Brooks and appealed many of his decisions to Judge  
15 Huff for review. Those efforts ultimately culminated in Defendants producing (and  
16 Lead Plaintiffs reviewing) millions of pages of documents with Lead Plaintiffs using  
17 the results of that review to take dozens of depositions throughout the country. At the  
18 same time, Defendants conducted discovery in connection with Lead Plaintiffs’  
19 motion for class certification. Lead Plaintiffs filed their motion on January 11, 2010,  
20 Defendants opposed on March 15, 2010, and Lead Plaintiffs replied on April 9, 2010.  
21 That reply was followed by a sur-reply by Defendants on April 25, 2010, and a  
22 response to that sur-reply by Lead Plaintiffs on May 7, 2010. The Court certified the  
23 Class on May 12, 2010.

24           Following expert discovery, on February 14-15, 2011, defendant Leparulo  
25 moved for Judgment on the Pleadings with respect to the insider trading claims  
26 against him, and all Defendants moved for Summary Judgment on all claims and to  
27 exclude three of Lead Plaintiffs’ experts under the standards announced in *Daubert*  
28 *v. Merrell Dow Pharm.*, 509 U.S. 579 (1993). Lead Plaintiffs opposed those motions

1 on March 4, 2011 and March 7, 2011, respectively, and Defendants replied on March  
2 14, 2011. Judge Huff then transferred the case to this Court on March 15, 2011,  
3 before oral argument was heard and a decision was rendered on the outstanding  
4 motions. Lead Plaintiffs filed their own motions challenging Defendants' experts  
5 under *Daubert* a few months later on July 15, 2011. Defendants opposed those  
6 motions on August 5, 2011, and Lead Plaintiffs replied on August 19, 2011.

7 The Court issued its orders on the foregoing substantive motions periodically  
8 over the ensuing months. It granted in part the parties' motions to exclude each  
9 other's respective accounting experts on November 17, 2011, and it granted  
10 Leparulo's Motion for Judgment on the Pleadings and granted in part Defendants'  
11 Motion for Summary Judgment on November 23, 2011, dismissing Lead Plaintiffs'  
12 channel-stuffing claims. In particular, the Court held that the alleged practice of  
13 pulling sales forward, accelerating sales, or incentivizing sales, which Lead Plaintiffs  
14 had alleged made NWI's financial statements misleading, did not state a claim for  
15 securities fraud. The Court also found that Peter V. Leparulo had established that, on  
16 the face of the pleadings, no material fact remained to be resolved with respect to the  
17 insider trading claims asserted against him. And, throughout 2012 and 2013, it issued  
18 orders on the parties' remaining motions to exclude their respective experts, dealing  
19 with multiple motions for reconsideration, renewed motions, and a request for  
20 interlocutory appeal under 28 U.S.C. §1292. The end result was that the Court  
21 excluded one of Defendants' experts, and excluded certain parts of the opinions  
22 proffered by the parties' other experts. The Court scheduled trial for January 6, 2014.

23 While the parties had mediated multiple times with different mediators, the  
24 Court's decisions on the dispositive motions and the risks and uncertainties of  
25 proceeding through trial, combined with NWI's current level of available cash,  
26 compelled the parties to negotiate a resolution of the case amongst themselves. The  
27 parties executed a Memorandum of Understanding on December 6, 2013, requested  
28

1 that day to have the Court suspend the deadline for the parties to file their motions *in*  
2 *limine*, and moved to stay the proceedings on December 11, 2013.

3 **IV. CLAIMS OF LEAD PLAINTIFFS AND BENEFITS OF**  
4 **SETTLEMENT**

5 Lead Plaintiffs and Lead Counsel believe that the claims asserted in the Action  
6 have merit. However, Lead Plaintiffs and Lead Counsel recognize and acknowledge  
7 the uncertainties of continued proceedings through trial and NWI's current level of  
8 available cash. Lead Plaintiffs and Lead Counsel have taken into account the  
9 uncertain outcome and the risk of trial, especially in complex actions such as this  
10 Action, and the potential harm that a verdict for the Class would cause NWI. Lead  
11 Plaintiffs and Lead Counsel also are aware of the defenses to the securities law  
12 violations asserted in the Action. Lead Plaintiffs and Lead Counsel believe that the  
13 Settlement set forth in the Stipulation confers substantial benefits upon the Class in  
14 light of the circumstances present here. Based on their evaluation, Lead Plaintiffs and  
15 Lead Counsel have determined that the Settlement set forth in the Stipulation is in the  
16 best interests of Lead Plaintiffs and the Class.

17 **V. DEFENDANTS' DENIALS OF WRONGDOING AND**  
18 **LIABILITY**

19 Defendants, individually and collectively, have denied and continue to deny that  
20 they have violated the federal securities laws or any laws. Defendants, individually  
21 and collectively, have denied and continue to deny specifically each and all of the  
22 claims and contentions alleged in the Action, along with all charges of wrongdoing or  
23 liability against them arising out of any of the conduct, statements, acts or omissions  
24 alleged, or that could have been alleged, in the Action. Defendants also have denied  
25 and continue to deny, *inter alia*, the allegations that any of the Defendants made any  
26 material misstatements or omissions; that any of the Defendants sold NWI common  
27 stock based on material nonpublic information; that any member of the Class has  
28 suffered damages; that the price of NWI common stock was artificially inflated by  
reason of the alleged misrepresentations, omissions, non-disclosures or otherwise; that

1 Lead Plaintiffs or the members of the Class were harmed by the conduct alleged in the  
2 Action; or that any of the Defendants knew or was reckless with respect to the alleged  
3 misconduct. In addition, Defendants maintain that they have meritorious defenses to  
4 all claims alleged in the Action.

5 Nonetheless, taking into account the uncertainty, risks, and costs inherent in any  
6 litigation, especially in complex cases such as this Action, Defendants have concluded  
7 that it is desirable and beneficial that the Action be fully and finally settled in the  
8 manner and upon the terms and conditions set forth in the Stipulation. The Stipulation  
9 shall in no event be construed as or deemed to be evidence of an admission or  
10 concession by Defendants with respect to any claim of any fault or liability or  
11 wrongdoing or damage whatsoever.

## 12 **VI. TERMS OF THE PROPOSED SETTLEMENT**

13 The sum of Sixteen Million Dollars (\$16,000,000.00), which includes \$6  
14 million in cash, \$5 million in stock (as provided for in ¶3.1(b)(3), (5) of the  
15 Stipulation), and a \$5 million Note, constitutes the Settlement Fund and has been  
16 transferred and delivered, or is in the process of being transferred and delivered, or  
17 will be transferred to the Escrow Agent if the Settlement is approved. The Settlement  
18 Fund includes the principal amount of the Sixteen Million Dollars (\$16,000,000.00),  
19 plus any accrued interest on the Settlement Fund and may reflect any fluctuations in  
20 the price of the stock. A portion of the settlement proceeds will be used for certain  
21 administrative expenses, including the costs of printing and mailing this Notice, the  
22 cost of publishing notice, payment of any taxes assessed against the Settlement Fund,  
23 and costs associated with the processing of claims submitted. In addition, as  
24 explained below, a portion of the Settlement Fund may be awarded by the Court to  
25 Lead Counsel as attorneys' fees and for expenses in litigating the case and to Lead  
26 Plaintiffs for their expenses in representing the Class. The balance of the Settlement  
27 Fund (the "Net Settlement Fund") will be distributed according to the Plan of  
28



1 Distribution described below to Class Members who submit valid and timely Proof of  
2 Claim and Release forms.

3 **VII. PLAN OF DISTRIBUTION**

4 The Net Settlement Fund will be distributed to Class Members who submit  
5 valid, timely Proof of Claim and Release forms (“Authorized Claimants”) under the  
6 Plan of Distribution described below. The Plan of Distribution provides that you will  
7 be eligible to participate in the distribution of the Net Settlement Fund only if you  
8 have a net loss arising out of all transactions in NWI shares during the Class Period.  
9 No distributions will be made to Authorized Claimants who would otherwise receive a  
10 distribution of less than \$10.00.

11 For purposes of determining the amount an Authorized Claimant may recover  
12 under the Plan of Distribution, Lead Counsel have consulted with their damages  
13 consultant. The Plan of Distribution reflects an assessment of the damages that could  
14 have been recovered as well as Lead Counsel’s assessment of the likelihood of  
15 establishing liability for various periods of the Class.

16 To the extent there are sufficient funds in the Net Settlement Fund, each  
17 Authorized Claimant will receive an amount equal to the Authorized Claimant’s  
18 claim, as defined below. If, however, and as is more likely, the amount in the Net  
19 Settlement Fund is not sufficient to permit payment of the total claim of each  
20 Authorized Claimant, then each Authorized Claimant shall be paid the percentage of  
21 the Net Settlement Fund that each Authorized Claimant’s claim bears to the total of  
22 the claims of all Authorized Claimants. Payment in this manner shall be deemed  
23 conclusive against all Authorized Claimants.

24 The total of all profits shall be subtracted from the total of all losses from  
25 transactions during the Class Period to determine if a Class Member has a claim.  
26 Only if a Class Member had a net loss, after all profits from transactions in NWI  
27 shares during the Class Period are subtracted from all losses, will such Class Member  
28 be eligible to receive a distribution from the Net Settlement Fund.

1 **PLAN OF DISTRIBUTION**

2 The calculation of claims below is not an estimate of the amount you will  
3 receive. It is a formula for allocating the Net Settlement Fund among all Authorized  
4 Claimants.

5 1. For shares of NWI common stock ***purchased on or between February***  
6 ***27, 2007 through August 19, 2008***, the claim per share shall be as follows:

7 (a) If sold on or between February 27, 2007 through August 19, 2008,  
8 the claim per share shall be the lesser of (i) the purchase price times the percent  
9 inflation in Table A less the sales price times the percent inflation in Table A; and (ii)  
10 the difference between the purchase price and the selling price.

11 (b) If retained at the end of August 19, 2008 and sold before  
12 November 18, 2008, the claim per share shall be the lesser of (i) the percent inflation  
13 in Table A at the time of purchase; (ii) the difference between the purchase price and  
14 the selling price; and (iii) the difference between the purchase price per share and the  
15 average closing price per share up to the date of sale as set forth in Table B below.

16 (c) If retained at the close of trading on November 17, 2008, or sold  
17 thereafter, the claim per share shall be the lesser of (i) the purchase price times the  
18 percent inflation in Table A; and (ii) the difference between the purchase price per  
19 share and \$5.58 per share.

20 2. For shares of NWI common stock ***purchased on or between August 20,***  
21 ***2008 through September 15, 2008***, the claim per share shall be zero.

22  
23 **TABLE A**

24

Period		Inflation as Percent of Price
Begin	End	
2/28/2007	3/25/2007	46.21%
3/26/2007	5/1/2007	51.79%
5/2/2007	7/19/2007	53.94%

25  
26  
27  
28

1	7/20/2007	8/6/2007	51.83%
2	8/7/2007	2/20/2008	54.38%
3	2/21/2008	4/14/2008	41.93%
4	4/15/2008	8/19/2008	25.10%
5	8/20/2008	9/15/2008	0%

**TABLE B**

	<b>Date</b>	<b>Average Closing Price</b>
11	8/20/2008	\$6.29
12	8/21/2008	\$6.31
13	8/22/2008	\$6.29
14	8/25/2008	\$6.26
15	8/26/2008	\$6.26
16	8/27/2008	\$6.26
17	8/28/2008	\$6.26
18	8/29/2008	\$6.25
19	9/2/2008	\$6.24
20	9/3/2008	\$6.24
21	9/4/2008	\$6.23
22	9/5/2008	\$6.23
23	9/8/2008	\$6.23
24	9/9/2008	\$6.22
25	9/10/2008	\$6.23
26	9/11/2008	\$6.22
27	9/12/2008	\$6.22
28	9/15/2008	\$6.20
	9/16/2008	\$6.18
	9/17/2008	\$6.16
	9/18/2008	\$6.17
	9/19/2008	\$6.19
	9/22/2008	\$6.19
	9/23/2008	\$6.19
	9/24/2008	\$6.19
	9/25/2008	\$6.20
	9/26/2008	\$6.20
	9/29/2008	\$6.19

1	9/30/2008	\$6.19
2	10/1/2008	\$6.19
	10/2/2008	\$6.19
3	10/3/2008	\$6.19
	10/6/2008	\$6.18
4	10/7/2008	\$6.16
	10/8/2008	\$6.14
5	10/9/2008	\$6.11
6	10/10/2008	\$6.09
	10/13/2008	\$6.08
7	10/14/2008	\$6.05
8	10/15/2008	\$6.02
	10/16/2008	\$5.99
9	10/17/2008	\$5.96
10	10/20/2008	\$5.93
	10/21/2008	\$5.89
11	10/22/2008	\$5.86
	10/23/2008	\$5.82
12	10/24/2008	\$5.79
13	10/27/2008	\$5.76
	10/28/2008	\$5.73
14	10/29/2008	\$5.71
15	10/30/2008	\$5.70
	10/31/2008	\$5.69
16	11/3/2008	\$5.69
	11/4/2008	\$5.68
17	11/5/2008	\$5.67
18	11/6/2008	\$5.66
	11/7/2008	\$5.66
19	11/10/2008	\$5.65
20	11/11/2008	\$5.64
	11/12/2008	\$5.63
21	11/13/2008	\$5.62
	11/14/2008	\$5.60
22	11/17/2008	\$5.58
23		
24		
25		
26		
27		
28		

899797\_7

1 **VIII. PARTICIPATION IN THE CLASS**

2 If you fall within the definition of the Class and did not previously exclude  
3 yourself from the Class, you are a Class Member unless you elect to be excluded from  
4 the Class pursuant to this Notice. If you have not previously requested to be excluded  
5 from the Class or do not request to be excluded from the Class, you will be bound by  
6 any judgment entered with respect to the Settlement in the litigation against  
7 Defendants whether or not you file a Proof of Claim and Release form.

8 *If you are a Class Member, you need do nothing (other than timely file a*  
9 *Proof of Claim and Release form if you wish to participate in the distribution of the*  
10 *Net Settlement Fund). Your interests will be represented by Lead Counsel.* If you  
11 choose, you may enter an appearance individually or through your own counsel at  
12 your own expense.

13 TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT  
14 FUND, YOU MUST TIMELY COMPLETE AND RETURN THE PROOF OF  
15 CLAIM AND RELEASE FORM THAT ACCOMPANIES THIS NOTICE. The  
16 Proof of Claim and Release form must be postmarked on or before June 30, 2014, and  
17 be delivered to the Claims Administrator at the address below. Unless the Court  
18 orders otherwise, if you do not timely submit a valid Proof of Claim and Release  
19 form, you will be barred from receiving any payments from the Net Settlement Fund,  
20 but will in all other respects be bound by the provisions of the Stipulation and the  
21 Judgment.

22 **IX. EXCLUSION FROM THE CLASS**

23 You may request to be excluded from the Class. If you previously excluded  
24 yourself from the Class pursuant to the Notice of Pendency of Class Action that was  
25 provided to Class Members pursuant to the Court's Order dated January 18, 2011, you  
26 do not have to send in another request for exclusion. If you did not send in a prior  
27 request for exclusion and want to be excluded, you must mail a written request stating  
28 that you wish to be excluded from the Class to:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

*Novatel Wireless, Inc. Securities Litigation*  
**EXCLUSIONS**  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 990  
Corte Madera, CA 94976-0990

The request for exclusion must state: (1) your name, address, and telephone number; and (2) all purchases and sales of NWI shares made during the Class Period, including the dates and prices of each purchase or sale, and the number of shares purchased or sold. **YOUR EXCLUSION REQUEST MUST BE POSTMARKED ON OR BEFORE MAY 30, 2014.** If you submit a valid and timely request for exclusion, you shall have no rights under the Settlement, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment.

**X. DISMISSAL AND RELEASES**

If the proposed Settlement is approved, the Court will enter a final Judgment. The Judgment will dismiss the Released Claims with prejudice as to all Defendants as provided in the Stipulation.

The Judgment will provide that all Class Members who have not validly requested to be excluded from the Class shall be deemed to have released and forever discharged all Released Claims (to the extent members of the Class have such claims) against all Released Persons as provided in the Stipulation.

**XI. APPLICATION FOR ATTORNEYS' FEES AND EXPENSES**

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of 27.5% of the Settlement Fund, plus expenses not to exceed \$1,800,000, plus interest thereon. Lead Plaintiffs may seek to be paid for their reasonable costs and expenses (including lost wages) in their representation of the Class. Class Members are not personally liable for any such fees, expenses, or compensation.

1 To date, Lead Counsel have not received any payment for their services in  
2 conducting this Action on behalf of Lead Plaintiffs and the members of the Class, nor  
3 have counsel been paid for their expenses. The fee requested by Lead Counsel would  
4 compensate counsel for their efforts in achieving the Settlement Fund for the benefit  
5 of the Class, and for their risk in undertaking this representation on a contingency  
6 basis. The fee requested is within the range of fees awarded to plaintiffs' counsel  
7 under similar circumstances in litigation of this type.

## 8 **XII. CONDITIONS FOR SETTLEMENT**

9 The Settlement is conditioned upon the occurrence of certain events described  
10 in the Stipulation. Those events include, among other things: (1) entry of the  
11 Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the  
12 time to appeal from or alter or amend the Judgment. Pending the Court's  
13 consideration of this Settlement, the Court has stayed all proceedings, and Class  
14 Members are precluded from bringing or pursuing any litigation that seeks to  
15 prosecute the Released Claims.

16 If, for any reason, any one of the conditions described in the Stipulation is not  
17 met, the Stipulation might be terminated and, if terminated, will become null and void,  
18 and the Settling Parties to the Stipulation will be restored to their respective positions  
19 as of December 6, 2013.

## 20 **XIII. THE RIGHT TO BE HEARD AT THE SETTLEMENT 21 HEARING**

22 Any Class Member who has not validly and timely requested to be excluded  
23 from the Class, and who objects to any aspect of the Settlement, the Plan of  
24 Distribution, or the application(s) for attorneys' fees and expenses or Lead Plaintiffs'  
25 expenses may appear and be heard at the Settlement Hearing.<sup>1</sup> Any such Person must  
26 file a written notice of objection, no later than May 30, 2014, with the Court:

27 <sup>1</sup> Lead Counsel's pleadings in support of these matters will be filed with the Court  
28 on or before May 5, 2014.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CLERK OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
333 West Broadway, Suite 420  
San Diego, CA 92101

and served on each of the following so that it is received no later than May 30, 2014:

ROBBINS GELLER RUDMAN  
& DOWD LLP  
JEFFREY D. LIGHT  
DOUGLAS R. BRITTON  
655 West Broadway, Suite 1900  
San Diego, CA 92101

*Counsel for Lead Plaintiffs*

JONES DAY  
THOMAS R. JACKSON  
2727 North Harwood Street  
Dallas, TX 75201

*Attorneys for NWI and the Individual Defendants*

The notice of objection must demonstrate the objecting Person’s membership in the Class, including the number of NWI shares purchased and sold during the Class Period, and contain a statement of the reasons for objection. Only Class Members who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

**XIV. SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES**

If you hold or held any NWI shares purchased during the Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice and the Proof of Claim and Release form by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*Novatel Wireless, Inc. Securities Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 990  
Corte Madera, CA 94976-0990



1 If you choose to mail the Notice and Proof of Claim and Release form yourself,  
2 you may obtain from the Claims Administrator (without cost to you) as many  
3 additional copies of these documents as you will need to complete the mailing.

4 Regardless of whether you choose to complete the mailing yourself or elect to  
5 have the mailing performed for you, you may obtain reimbursement for, or  
6 advancement of, reasonable administrative costs actually incurred or expected to be  
7 incurred in connection with forwarding the Notice and Proof of Claim and Release  
8 form and which would not have been incurred but for the obligation to forward the  
9 Notice and Proof of Claim and Release form, upon submission of appropriate  
10 documentation to the Claims Administrator.

11 **XV. EXAMINATION OF PAPERS**

12 This Notice is a summary and does not describe all of the details of the  
13 Stipulation. For full details of the matters discussed in this Notice, you may review  
14 the Stipulation filed with the Court, which may be inspected during business hours, at  
15 the office of the Clerk of the Court, United States District Court, Southern District of  
16 California, 333 West Broadway, Suite 420, San Diego, CA 92101. The motion  
17 papers, with exhibits, including the Stipulation, are also available on the Court's ECF  
18 website (for a fee). Certain papers relating to the Settlement, including the Stipulation  
19 and its Exhibits, are also available at the Claims Administrator's website  
20 [www.novatelwirelesssettlement.com](http://www.novatelwirelesssettlement.com).

21 If you have any questions about the Settlement of the Action, you may contact a  
22 representative of Lead Counsel: Rick Nelson, c/o Shareholder Relations, Robbins  
23 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA  
24 92101, 800/449-4900.

25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

DATED: \_\_\_\_\_

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

# EXHIBIT A-2

1 ROBBINS GELLER RUDMAN  
 & DOWD LLP  
 2 JEFFREY D. LIGHT (159515)  
 DOUGLAS R. BRITTON (188769)  
 3 ROBERT R. HENSSLER JR. (216165)  
 LUCAS F. OLTS (234843)  
 4 ERIC I. NIEHAUS (239023)  
 655 West Broadway, Suite 1900  
 5 San Diego, CA 92101  
 Telephone: 619/231-1058  
 6 619/231-7423 (fax)  
 jeffl@rgrdlaw.com  
 7 dougb@rgrdlaw.com  
 bhenssler@rgrdlaw.com  
 8 lolts@rgrdlaw.com  
 ericn@rgrdlaw.com

9 Lead Counsel for Plaintiffs

10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

In re NOVATEL WIRELESS SECURITIES LITIGATION	}	Lead Case No. 08-CV-01689-AJB(RBB)
This Document Relates To:	}	<u>CLASS ACTION</u>
ALL ACTIONS.	}	PROOF OF CLAIM AND RELEASE
	}	EXHIBIT A-2

899556\_5

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a member of the Class based on your claims in the action  
3 entitled *In re Novatel Wireless Securities Litigation*, Lead Case No. 08-CV-01689-  
4 AJB(RBB) (the “Action”), you must complete and, on page \_\_ hereof, sign this Proof  
5 of Claim and Release form. If you fail to file a properly addressed (as set forth in  
6 paragraph 3 below) Proof of Claim and Release form, your claim may be rejected and  
7 you may be precluded from any recovery from the Net Settlement Fund created in  
8 connection with the Settlement of the Action.

9 2. Submission of this Proof of Claim and Release, however, does not assure  
10 that you will share in the proceeds of the Settlement of the Action.

11 3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF**  
12 **CLAIM AND RELEASE POSTMARKED ON OR BEFORE JUNE 30, 2014,**  
13 **ADDRESSED AS FOLLOWS:**

14 *Novatel Wireless, Inc. Securities Litigation*  
15 Claims Administrator  
16 c/o Gilardi & Co. LLC  
17 P.O. Box 990  
Corte Madera, CA 94976-0990

18 If you are NOT a member of the Class (as defined in the Notice of Proposed  
19 Settlement of Class Action (the “Notice”)), DO NOT submit a Proof of Claim and  
20 Release form.

21 4. If you are a member of the Class and you do not timely request exclusion  
22 in connection with the Settlement, you will be bound by the terms of any judgment  
23 entered in the Action, including the releases provided therein, **WHETHER OR NOT**  
24 **YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.**

25 **II. CLAIMANT IDENTIFICATION**

26 If you purchased Novatel Wireless, Inc. (“NWI”) common stock and held the  
27 certificate(s) in your name, you are the beneficial purchaser as well as the record  
28 purchaser. If, however, you purchased NWI common stock and the certificate(s) were

1 registered in the name of a third party, such as a nominee or brokerage firm, you are  
2 the beneficial purchaser and the third party is the record purchaser.

3 Use Part I of this form entitled "Claimant Identification" to identify each  
4 purchaser of record ("nominee"), if different from the beneficial purchaser of the NWI  
5 common stock which forms the basis of this claim. THIS CLAIM MUST BE FILED  
6 BY THE ACTUAL BENEFICIAL PURCHASER(S) OR THE LEGAL  
7 REPRESENTATIVE OF SUCH PURCHASER(S), OF THE NWI COMMON  
8 STOCK UPON WHICH THIS CLAIM IS BASED.

9 All joint purchasers must sign this claim. Executors, administrators, guardians,  
10 conservators and trustees must complete and sign this claim on behalf of persons  
11 represented by them and their authority must accompany this claim and their titles or  
12 capacities must be stated. The Social Security (or taxpayer identification) number and  
13 telephone number of the beneficial owner may be used in verifying the claim. Failure  
14 to provide the foregoing information could delay verification of your claim or result in  
15 rejection of the claim.

16 If you are acting in a representative capacity on behalf of a Class Member (for  
17 example, as an executor, administrator, trustee, or other representative), you must  
18 submit evidence of your current authority to act on behalf of that Class Member. Such  
19 evidence would include, for example, letters testamentary, letters of administration, or  
20 a copy of the trust documents.

21 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large  
22 numbers of transactions may request to, or may be requested to, submit information  
23 regarding their transactions in electronic files. All claimants MUST submit a  
24 manually signed paper Proof of Claim and Release form listing all their transactions  
25 whether or not they also submit electronic copies. If you wish to file your claim  
26 electronically, you must contact the Claims Administrator at 1-888-283-4305 to obtain  
27 the required file layout. No electronic files will be considered to have been properly  
28

1 submitted unless the Claims Administrator issues to the claimant a written  
2 acknowledgement of receipt and acceptance of electronically submitted data.

3 **III. CLAIM FORM**

4 Use Part II of this form entitled “Schedule of Transactions in NWI Common  
5 Stock” to supply all required details of your transaction(s) in NWI common stock. If  
6 you need more space or additional schedules, attach separate sheets giving all of the  
7 required information in substantially the same form. Sign and print or type your name  
8 on each additional sheet.

9 On the schedules, provide all of the requested information with respect to *all* of  
10 your purchases and *all* of your sales of NWI common stock which took place at any  
11 time between February 27, 2007 and November 17, 2008, inclusive, whether such  
12 transactions resulted in a profit or a loss. You must also provide all of the requested  
13 information with respect to *all* of the NWI common stock you held at the close of  
14 trading on February 26, 2007, September 15, 2008 and November 17, 2008. Failure  
15 to report all such transactions may result in the rejection of your claim.

16 List each transaction in the Class Period separately and in chronological order,  
17 by trade date, beginning with the earliest. You must accurately provide the month,  
18 day, and year of each transaction you list.

19 The date of covering a “short sale” is deemed to be the date of purchase of NWI  
20 common stock. The date of a “short sale” is deemed to be the date of sale of NWI  
21 common stock.

22 Copies of stockbroker confirmation slips, stockbroker statements, or other  
23 documents evidencing your transactions in NWI common stock should be attached to  
24 your claim. If any such documents are not in your possession, please obtain a copy or  
25 equivalent documents from your broker because these documents are necessary to  
26 prove and process your claim. Failure to provide this documentation could delay  
27 verification of your claim or result in rejection of your claim.

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA  
*In re Novatel Wireless, Inc. Securities Litigation,*  
Lead Case No. 08-CV-01689-AJB(RBB)

PROOF OF CLAIM AND RELEASE

Must Be Postmarked No Later Than:

June 30, 2014

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or  
Taxpayer Identification Number

Individual  
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)



1 PART II: SCHEDULE OF TRANSACTIONS IN NWI COMMON STOCK

2 A. Number of shares of NWI common stock held at the close of trading on  
3 February 26, 2007: \_\_\_\_\_

4 B. Purchases of NWI common stock made during the time period  
5 February 27, 2007 through and including November 17, 2008:

Trade Date Month Day Year	Number of Shares of Stock Purchased	Total Purchase Price
6		
7 1. _____	1. _____	1. _____
8 2. _____	2. _____	2. _____
9 3. _____	3. _____	3. _____

10 IMPORTANT: Identify by number listed above all purchases in which you  
11 covered a "short sale": \_\_\_\_\_

12 C. Sales of NWI common stock during the time period February 27, 2007  
13 through and including November 17, 2008:

Trade Date Month Day Year	Number of Shares of Stock Sold	Total Sales Price
14		
15 1. _____	1. _____	1. _____
16 2. _____	2. _____	2. _____
17 3. _____	3. _____	3. _____

18 D. Number of shares of NWI common stock held at the close of trading on  
19 September 15, 2008: \_\_\_\_\_.

20 E. Number of shares of NWI common stock held at the close of trading on  
21 November 17, 2008: \_\_\_\_\_.

22 If you require additional space, attach extra schedules in the same format as  
23 above. Sign and print your name on each additional page.

24 **YOUR SIGNATURE ON PAGE \_\_ WILL CONSTITUTE YOUR**  
25 **ACKNOWLEDGMENT OF THE RELEASE.**

26  
27  
28

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**  
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim and Release form under the terms of the  
4 Stipulation of Settlement described in the Notice. I (We) also submit to the  
5 jurisdiction of the United States District Court for the Southern District of California  
6 with respect to my (our) claim as a Class Member and for purposes of enforcing the  
7 release set forth herein. I (We) further acknowledge that I am (we are) bound by and  
8 subject to the terms of any judgment that may be entered in the Action. I (We) agree  
9 to furnish additional information to the Claims Administrator to support this claim if  
10 requested to do so. I (We) have not submitted any other claim covering the same  
11 purchases or sales of NWI common stock during the Class Period and know of no  
12 other person having done so on my (our) behalf.

13 **V. RELEASE**

14 1. I (We) hereby acknowledge full and complete satisfaction of, and do  
15 hereby fully, finally and forever settle, release and discharge from the Released  
16 Claims each and all of the Released Persons as provided herein and in the Stipulation  
17 of Settlement.

18 2. I (We) waive the benefits of (i) the provisions of §1542 of the California  
19 Civil Code, which provides that:

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

23 and (ii) any and all provisions, rights and benefits conferred by any law of any state or  
24 territory of the United States, foreign jurisdiction, or principle of common law, which  
25 is similar, comparable or equivalent to California Civil Code §1542. I (We)  
26 understand that I(we) may hereafter discover facts in addition to or different from  
27 those which I (we) know or believe to be true with respect to the subject matter of the  
28 Released Claims, but I(we) hereby release any and all Released Claims, known or

1 unknown, suspected or unsuspected, contingent or non-contingent, matured or  
2 unmatured, foreseen or unforeseen, whether class or individual in nature, whether  
3 concealed or hidden, which now exist, or heretofore have existed, arising under  
4 United States federal, state, local, statutory, or common law, or any other law, rule or  
5 regulation whether foreign or domestic, or upon any theory of law or equity now  
6 existing or coming into existence in the future, including, but not limited to, conduct  
7 that is negligent, intentional, with or without malice, or a breach of any duty, law, or  
8 rule, without regard to the subsequent discovery or existence of such different or  
9 additional facts.

10 3. “Released Claims” means any and all claims, whether known or  
11 unknown, arising from the purchase of NWI common stock during the Class Period  
12 and the acts, facts, statements or omissions that were or could have been alleged by  
13 Lead Plaintiffs or members of the Class in the Action. “Released Claims” includes  
14 “Unknown Claims” as defined below. The inclusion of Unknown Claims in the  
15 definition of Released Claims was separately bargained for and was a key element of  
16 the Settlement. Released Claims do not include any claim arising from the  
17 performance or non-performance of the Settlement.

18 4. “Related Persons” means, with respect to the Defendants, each and all of  
19 their respective past or present parents, affiliates, associates, executors, personal  
20 representatives, subsidiaries, officers, directors, employees, principals, agents,  
21 controlling persons, general or limited partners or partnerships, attorneys, legal  
22 counsel, accountants, consultants, financial advisors, investment advisors, commercial  
23 bank lenders, investment bankers, partners, limited liability companies, shareholders,  
24 immediate family members, heirs, estates, administrators, predecessors, successors,  
25 indemnitors, indemnitees, insurers (including but not limited to Defendants’ Directors  
26 and Officers insurance carriers), reinsurers, any entity in which any Defendant has a  
27 controlling interest, assigns, any trust of which any Defendant is the settlor or which is  
28 for the benefit of any Defendant and/or members of any Defendant’s family; and, as to

1 each of the foregoing, all of their past, present, or future directors, officers, agents,  
2 partners, members, managers, employees, heirs, subsidiaries, predecessors, and  
3 successors, and any Person acting on their behalf.

4 5. "Released Persons" means each and all of Defendants in their individual  
5 and corporate capacities and each and all of their Related Persons.

6 6. "Unknown Claims" means any Released Claims which Lead Plaintiffs or  
7 any Class Members do not know or suspect to exist in his, her or its favor at the time  
8 of the release of the Released Persons which, if known by him, her or it, might have  
9 affected his, her or its settlement with and release of the Released Persons, or might  
10 have affected his, her or its decision not to object to this Settlement.

11 7. This release shall be of no force or effect unless and until the Court  
12 approves the Stipulation of Settlement and the Settlement becomes effective on the  
13 Effective Date.

14 8. I (We) hereby warrant and represent that I (we) have not assigned or  
15 transferred or purported to assign or transfer, voluntarily or involuntarily, any matter  
16 released pursuant to this release or any other part or portion thereof.

17 9. I (We) hereby warrant and represent that I (we) have included  
18 information about all of my (our) transactions in NWI common stock which occurred  
19 during the Class Period as well as the number of shares of NWI common stock held  
20 by me (us) at the close of trading on February 26, 2007, September 15, 2008, and  
21 November 17, 2008.

22 10. I (We) certify that I am (we are) not subject to backup withholding under  
23 the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

24 Note: If you have been notified by the Internal Revenue Service that you are  
25 subject to backup withholding, please strike out the language that you are not subject  
26 to backup withholding in the certification above.

27  
28

1 I declare under penalty of perjury under the laws of the United States of  
2 America that the foregoing information supplied by the undersigned is true and  
3 correct.

4 Executed this \_\_\_\_\_ day of \_\_\_\_\_  
5 (Month/Year)

6 in \_\_\_\_\_  
7 (City) (State/Country)

8 \_\_\_\_\_  
9 (Sign your name here)

10 \_\_\_\_\_  
11 (Type or print your name here)

12 \_\_\_\_\_  
13 (Capacity of person(s) signing,  
14 e.g., Beneficial Purchaser,  
15 Executor or Administrator)

16 **ACCURATE CLAIMS PROCESSING TAKES A  
17 SIGNIFICANT AMOUNT OF TIME.  
18 THANK YOU FOR YOUR PATIENCE.**

19 **Reminder Checklist:**

- 20 1. Please sign the above release and declaration.
- 21 2. Remember to attach supporting documentation, if available.
- 22 3. Do not send original stock certificates.
- 23 4. Keep a copy of your claim form for your records.
- 24 5. If you desire an acknowledgment of receipt of your claim form, please  
25 send it Certified Mail, Return Receipt Requested.
- 26 6. If you move, please send us your new address.

# EXHIBIT A-3

1 ROBBINS GELLER RUDMAN  
 & DOWD LLP  
 2 JEFFREY D. LIGHT (159515)  
 DOUGLAS R. BRITTON (188769)  
 3 ROBERT R. HENSSLER JR. (216165)  
 LUCAS F. OLTS (234843)  
 4 ERIC I. NIEHAUS (239023)  
 655 West Broadway, Suite 1900  
 5 San Diego, CA 92101  
 Telephone: 619/231-1058  
 6 619/231-7423 (fax)  
 jeffl@rgrdlaw.com  
 7 dougb@rgrdlaw.com  
 bhenssler@rgrdlaw.com  
 8 lolts@rgrdlaw.com  
 ericn@rgrdlaw.com

9 Lead Counsel for Plaintiffs

10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

In re NOVATEL WIRELESS SECURITIES LITIGATION	}	Lead Case No. 08-CV-01689-AJB(RBB)
This Document Relates To:	}	<u>CLASS ACTION</u>
ALL ACTIONS.	}	SUMMARY NOTICE
	}	EXHIBIT A-3

899571\_7

1 TO: ALL PERSONS WHO PURCHASED THE COMMON STOCK OF  
2 NOVATEL WIRELESS, INC. (“NWI”) BETWEEN FEBRUARY 27, 2007  
AND SEPTEMBER 15, 2008, INCLUSIVE (THE “CLASS PERIOD”)

3 YOU ARE HEREBY NOTIFIED that pursuant to an Order of the United States  
4 District Court for the Southern District of California, a hearing will be held on June  
5 20, 2014, at 3:00 p.m., before the Honorable Anthony J. Battaglia, United States  
6 District Judge, at the Edward J. Schwartz U.S. Courthouse, 221 West Broadway, San  
7 Diego, California 92101, for the purpose of determining: (1) whether the proposed  
8 settlement of the Action for the amount of Sixteen Million Dollars (\$16,000,000.00)  
9 should be approved by the Court as fair, reasonable, and adequate; (2) whether,  
10 thereafter, this Action should be dismissed with prejudice against Defendants as set  
11 forth in the Stipulation of Settlement dated January 31, 2014; (3) whether the Plan of  
12 Distribution of settlement proceeds is fair, reasonable and adequate, and therefore  
13 should be approved; (4) the reasonableness of the application of Lead Counsel for the  
14 payment of attorneys’ fees and expenses, together with interest thereon; and (5) the  
15 amount that Lead Plaintiffs should be paid for their expenses in representing the Class.

16 If you purchased NWI common stock during the period February 27, 2007  
17 through September 15, 2008, inclusive, your rights may be affected by this Action and  
18 the settlement thereof. If you have not received a detailed Notice of Proposed  
19 Settlement of Class Action and a copy of the Proof of Claim and Release form, you  
20 may obtain copies by writing to *Novatel Wireless Securities Litigation*, Claims  
21 Administrator, c/o Gilardi & Co. LLC, P.O. Box 990, Corte Madera, CA 94976-0990,  
22 or by downloading this information at [www.novatelwirelesssettlement.com](http://www.novatelwirelesssettlement.com). If you  
23 are a Class Member, in order to share in the distribution of the Net Settlement Fund,  
24 you must submit a Proof of Claim and Release form postmarked no later than June 30,  
25 2014, establishing that you are entitled to a recovery. You will be bound by any  
26 judgment rendered in the Action unless you request to be excluded (or have already  
27 requested to be excluded from the Class pursuant to the Notice of Pendency of Class  
28 Action that was provided to the Class pursuant to the Court’s Order dated January 18,



1 2011 certifying the Class), in writing, to the above address, postmarked by May 30,  
2 2014.

3 Any objection to any aspect of the Settlement must be filed no later than May  
4 30, 2014, with the Court:

5 CLERK OF THE COURT  
6 UNITED STATES DISTRICT COURT  
7 SOUTHERN DISTRICT OF CALIFORNIA  
8 333 West Broadway, Suite 420  
9 San Diego, CA 92101

9 and served on each of the following so that it is received no later than May 30,  
10 2014:

11  
12 ROBBINS GELLER RUDMAN  
13 & DOWD LLP  
14 JEFFREY D. LIGHT  
15 DOUGLAS R. BRITTON  
16 655 West Broadway, Suite 1900  
17 San Diego, CA 92101

18 *Counsel for Lead Plaintiffs*

19 JONES DAY  
20 THOMAS R. JACKSON  
21 2727 North Harwood Street  
22 Dallas, TX 75201

23 *Attorneys for NWI and the Individual Defendants*

24 PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE  
25 REGARDING THIS NOTICE.

26 DATED: \_\_\_\_\_ BY ORDER OF THE COURT  
27 UNITED STATES DISTRICT COURT  
28 SOUTHERN DISTRICT OF CALIFORNIA