

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

IN RE NEUSTAR, INC. SECURITIES  
LITIGATION

Case No. 14-CV-00885 JCC TRJ

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement (the “Settlement Agreement”) is made and entered into by and between Indiana Public Retirement System (“Lead Plaintiff” or “INPRS”) on behalf of itself and the proposed Settlement Class (defined below), on the one hand, and Neustar, Inc. (“Neustar”), Lisa A. Hook (“Hook”), Paul S. Lalljie (“Lalljie”), and Steven J. Edwards (“Edwards”) (collectively, “Defendants,” and together with the Lead Plaintiff, the “Parties”), on the other hand. The Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims and Released Defendants’ Claims (both as defined herein), subject to the approval of the Court and the terms and conditions set forth in this Settlement Agreement.

**WHEREAS:**

- A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms as set forth below and in ¶ 1 hereof entitled “Definitions.”
- B. On July 15, 2014, a securities class action complaint was filed in the United States District Court for the Eastern District of Virginia, Alexandria Division (the “Court”) on behalf of purchasers and acquirers of Neustar publicly traded common stock.
- C. On September 15, 2014, INPRS moved pursuant to Section 21D of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(3)(B), as amended by the Private Securities

Litigation Reform Act of 1995 (the “PSLRA”), for appointment as lead plaintiff and for the appointment of its counsel, Labaton Sucharow LLP (“Labaton Sucharow”) as lead counsel and Cohen Milstein Sellers & Toll PLLC (“Cohen Milstein”) as liaison counsel, to represent the class.

D. On October 7, 2014, the Court appointed INPRS as Lead Plaintiff and approved its selection of Labaton Sucharow to serve as Lead Counsel to represent the class. The Court also appointed Cohen Milstein as Liaison Counsel.

E. The operative complaint in the Action is the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws, filed on November 6, 2014 (the “Complaint”), asserting claims against Neustar, Hook (President and Chief Executive Officer), Lalljie (Senior Vice President and Chief Financial Officer), and Edwards (Senior Vice President for Data Solutions). The Complaint alleges violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”), 15 U.S.C. §§ 78j(b) and 78t(a), and Rule 10b-5 promulgated thereunder by the U.S. Securities and Exchange Commission (“SEC”), 17 C.F.R. § 240.10b-5.

F. On December 8, 2014, Defendants filed a motion to dismiss the Complaint, which Lead Plaintiff opposed on December 22, 2014. On December 29, 2014, Defendants filed a reply brief in further support of their motion to dismiss. On January 22, 2015, the Court heard oral argument on Defendants’ motion to dismiss the Complaint. On January 27, 2015, the Court entered a Memorandum Opinion and an accompanying Order granting Defendants’ motion and dismissing the Complaint with prejudice.

G. On February 25, 2015, Lead Plaintiff filed a notice of appeal to the United States Court of Appeals for the Fourth Circuit (“Court of Appeals”) from the Court’s Memorandum Opinion and Order dismissing the Complaint.

H. On March 19, 2015, the Parties were directed to participate in a mediation conference before Ms. Donna S. Hart, Senior Resident Circuit Mediator for the Court of Appeals. The Parties spoke with Ms. Hart on two occasions and agreed to proceed before a private mediator.

I. The Parties engaged Bruce A. Friedman, Esq., a neutral affiliated with Judicial Arbitration and Mediation Services (JAMS). On May 19, 2015, the Parties participated in a day-long mediation session before Mr. Friedman, which was preceded by the exchange of mediation statements. The mediation session before Mr. Friedman resulted in an agreement-in-principle between the Parties to settle the Action.

J. On May 20, 2015, the Parties informed Ms. Hart that they had reached an agreement-in-principle to settle the Action. By Joint Motion filed with the Court of Appeals on May 22, 2015, the Parties requested that the Court of Appeals (i) remand the case to the district court for consideration of whether the proposed Settlement is fair, reasonable, and adequate and should be approved; and (ii) place the case in abeyance pending disposition of the matters before the district court on limited remand. By Order entered on May 28, 2015, the Court of Appeals granted the Parties’ Joint Motion.

K. Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them, or any violation of law, including the U.S. securities laws, arising out of any of the conduct, statements, acts or omissions alleged, or that

could have been alleged, in the Action. Defendants also have denied and continue to deny, among other allegations, the allegations that the Lead Plaintiff or any Settlement Class Member has suffered any damage, that the price of Neustar common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Lead Plaintiff or any Settlement Class Member was harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

L. This Settlement Agreement, whether or not consummated, any proceedings relating to any settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Defendants, or any of them, with respect to any fact or matter alleged in the Action, or any claim of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any claim or defense that has been or could have been asserted. Defendants are entering into this Settlement solely to eliminate the burden, expense, uncertainty, and distraction of further litigation.

M. Lead Plaintiff believes that the claims asserted in the Action have merit and that the evidence developed to date supports the claims asserted. However, Lead Plaintiff and Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through the appeal, trial and additional appeals. Lead Plaintiff and Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Lead Counsel also is mindful of the inherent problems of proof and the possible defenses to the claims alleged in the Action. Based on their evaluation, Lead Plaintiff and Lead

Counsel believe that the Settlement set forth in this Settlement Agreement confers substantial monetary benefits upon the Settlement Class and is in the best interests of Lead Plaintiff and the Settlement Class.

**NOW THEREFORE**, without any concession by Lead Plaintiff that the Action lacks merit, and without any concession by Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the Parties hereto, through their respective attorneys, subject to approval by the Court pursuant to Rules 23(e) and 60(b)(6) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims and all Released Defendants' Claims, as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice, and without costs, upon and subject to the following terms and conditions.

#### **DEFINITIONS**

1. As used in this Settlement Agreement, the following terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any definition in any other document related to the Settlement, the definition set forth below shall control.

(a) "Action" means the civil action captioned *In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ, pending in the United States District Court for the Eastern District of Virginia, Alexandria Division, before the Hon. James C. Cacheris, United States District Judge.

(b) "Alternative Judgment" means a form of final judgment that may be entered by the Court but in a form other than the form of judgment provided for in this

Settlement Agreement and where none of the Parties hereto elects to terminate this Settlement by reason of such variance.

(c) “Authorized Claimant” means a Settlement Class Member who timely submits a valid Proof of Claim and Release form to the Claims Administrator that is accepted by payment by the Court.

(d) “Claims Administrator” means the firm to be retained by Lead Counsel, subject to Court approval, to provide all notices approved by the Court to Settlement Class Members, to process proofs of claim and to administer the Settlement.

(e) “Class Period” means the period between April 19, 2013 and June 6, 2014, inclusive.

(f) “Defendants” means Neustar, Inc., Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards.

(g) “Defendants’ Counsel” means the law firm of Williams & Connolly LLP.

(h) “Distribution Order” means an order of the Court approving the Claims Administrator’s determinations concerning the acceptance and rejection of the claims submitted and approving any fees and expenses not previously paid, including the fees and expenses of the Claims Administrator, and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants.

(i) “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶ 39 below.

(j) “Escrow Account” means the separate escrow account designated and controlled by Lead Counsel at one or more national banking institutions into which the Settlement Amount will be deposited for the benefit of the Settlement Class.

(k) “Escrow Agent” means Lead Counsel.

(l) “Fee and Expense Application” means Lead Counsel’s application for an award of attorneys’ fees and payment of litigation expenses incurred in prosecuting the case.

(m) “Final,” with respect to a court order, means the later of: (i) if there is an appeal from a court order, the date of final affirmance on appeal and the expiration of the time for any further judicial review whether by appeal, reconsideration or a petition for a writ of certiorari and, if certiorari is granted, the date of final affirmance of the order following review pursuant to the grant; or (ii) the date of final dismissal of any appeal from the order or the final dismissal of any proceeding on certiorari to review the order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition for certiorari from the order (or, if the date for taking an appeal or seeking review of the order shall be extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such extension is requested, the date of expiration of any extension if any appeal or review is not sought), without any such filing or noticing being made. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation of the Net Settlement Fund, or to the Court’s award of attorneys’ fees or expenses, shall not in any way delay or affect the time set forth above for the Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or Alternative Judgment from becoming Final.

(n) “Immediate Family Member(s)” means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the person in question, and any person (other than a tenant or employee) sharing the household of the person in question.

(o) “Individual Defendants” means Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards.

(p) “Judgment” means the proposed judgment to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit B.

(q) “Lead Counsel” means the law firm of Labaton Sucharow LLP, or its successor as approved by the Court in this Action.

(r) “Lead Plaintiff” means the Indiana Public Retirement System.

(s) “Liaison Counsel” means the law firm of Cohen Milstein Sellers & Toll PLLC.

(t) “Mediator” means Bruce A. Friedman, Esq.

(u) “Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys’ fees, interest (if any) and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the Court.

(v) “Notice” means the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses to be sent to Settlement Class Members, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit 1 to Exhibit A hereto.

(w) “Notice and Administration Expenses” means all costs, fees, and expenses actually incurred in connection with providing notice to the Settlement Class and the administration of the Settlement, including but not limited to: (i) providing notice of the proposed Settlement by mail, publication, and other means to Settlement Class Members; (ii) receiving and reviewing claims; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the proposed Settlement and claims administration process; (v) distributing the



proceeds of the Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

(x) “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity and the spouses, heirs, predecessors, successors, representatives, or assignees of any of the foregoing.

(y) “Plan of Allocation” means the proposed Plan of Allocation of Net Settlement Fund, which, subject to the approval of the Court, shall be substantially in the form described in the Notice.

(z) “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, which, subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

(aa) “Proof of Claim” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit 2 to Exhibit A hereto.

(bb) “Released Claims” means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (defined below), whether arising under federal, state, common or foreign law, whether class or individual in nature, that Lead Plaintiff or any other Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any other action or in any forum that arise out of or are

based upon or relate in any way to: (a) the purchase or acquisition of Neustar common stock during the Class Period, and (b) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Action against the Released Defendant Parties. For the avoidance of doubt, Released Claims do not include (i) claims relating to the enforcement of the Settlement; or (ii) any governmental or regulatory agency's claims in any criminal or civil action against any of the Released Defendant Parties, or any right to recovery therefrom, if any.

(cc) "Released Defendant Parties" means Defendants, and (i) each of their respective past or present parents, subsidiaries, divisions, affiliates and any other firms, trusts, corporations or entities in which any Defendant has a controlling interest, (ii) the respective present and former employees, contractors, members, partners, and shareholders of each them, (iii) the principals, officers, directors, fiduciaries, attorneys (including Defendants' Counsel), advisors, agents, accountants, auditors, and insurers of each of the Persons in clauses (i) and (ii); (iv) the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, legal representatives and assigns of each of the foregoing Persons in clauses (i)-(iii), in their capacity as such; and (v) the spouses, Immediate Family Members, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their Immediate Family Members.

(dd) "Released Defendants' Claims" means any and all claims, actions and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, that Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the

Action. For the avoidance of doubt, Released Defendants' Claims do not include (i) claims relating to the enforcement of the Settlement; or (ii) any governmental or regulatory agency's claims in any criminal or civil action against any of the Released Plaintiff Parties, or the right to recovery therefrom, if any.

(ee) "Released Parties" means the Released Defendant Parties and the Released Plaintiff Parties.

(ff) "Released Plaintiff Parties" means each and every Settlement Class Member, Lead Plaintiff, Lead Counsel, and Liaison Counsel, and each of their respective past or present trustees, officers, directors, partners, members, shareholders, fiduciaries, employees, contractors, auditors, principals, agents, attorneys, accountants, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, Immediate Family Members, representatives, and heirs of any Released Plaintiff Party who is an individual, as well as any trust of which any Released Plaintiff Party is the settlor or which is for the benefit of any of their Immediate Family Members. Released Plaintiff Parties does not include any Person who timely and validly seeks exclusion from the Settlement Class.

(gg) "Settlement" means the resolution of the Action in accordance with the terms and provisions of this Settlement Agreement.

(hh) "Settlement Agreement" means this Stipulation and Agreement of Settlement.

(ii) "Settlement Amount" means the total principal amount of Two Million Six Hundred Twenty-Five Thousand United States Dollars (\$2,625,000.00).

(jj) “Settlement Class” or “Settlement Class Member(s)” means all Persons who purchased or otherwise acquired publicly traded common stock of Neustar between April 19, 2013 and June 6, 2014, inclusive, and who were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) present and former executive officers of Neustar; (iii) members of Neustar’s Board of Directors, (iv) Immediate Family Members of any of the foregoing individuals; (v) the legal representatives, heirs, successors or assigns of any of the foregoing individuals and entities; (vi) any entity in which Defendants have or had a controlling interest; and (vii) any affiliate of Neustar. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class and is so excluded by the Court.

(kk) “Settlement Fund” means the Settlement Amount and any interest earned thereon.

(ll) “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and should be approved.

(mm) “Summary Notice” means the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys’ Fees and Expenses for publication, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit 3 to Exhibit A hereto.

(nn) “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

(oo) “Unknown Claims” means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class, and including the decision to release the Released Parties. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by the following provision of the law of California and of any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and

released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims is a waiver that was separately bargained for and was a material element of the Settlement.

#### **SCOPE AND EFFECT OF SETTLEMENT / RELEASES**

2. The obligations incurred pursuant to this Settlement Agreement are (a) subject to approval by the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final; and (b) in full and final disposition of the Action with respect to the Released Parties and any and all Released Claims and Released Defendants' Claims.

3. For purposes of this Settlement only, the Parties agree to: (i) certification of the Action as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the Settlement Class as defined in ¶ 1(jj); (ii) the certification of Lead Plaintiff as Class Representative for the Settlement Class; and (iii) the appointment of Lead Counsel as Class Counsel for the Settlement Class pursuant to Fed. R. Civ. P. 23(g).

4. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Lead Plaintiff and each and every other Settlement Class Member, on behalf of themselves and

each of their respective parents, subsidiaries, affiliates, heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties, whether or not such Settlement Class Member or Lead Plaintiff executes and delivers the Proof of Claim or shares in the Settlement Fund, and all Settlement Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Defendant Parties.

5. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Defendants, on behalf of themselves and each of their respective parents, subsidiaries, affiliates, heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

#### **THE SETTLEMENT CONSIDERATION**

6. In full settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in ¶¶ 4-5, above, all of which the Parties agree are good and valuable consideration, Defendants shall pay, or cause to be paid, by wire transfer to the

Escrow Account the Settlement Amount within thirty (30) calendar days after both: (i) entry of the Preliminary Approval Order and (ii) Lead Counsel's provision, to John M. McNichols, Esq. of Williams & Connolly LLP, of information necessary to effectuate a transfer of funds to the Escrow Account, including wire transfer instructions, payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number.

7. With the sole exception of Defendants' obligation to secure payment of the Settlement Amount into the Escrow Account as provided for in ¶ 6 and Neustar's obligation pursuant to ¶ 36, Defendants and Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

8. Other than the obligation of Defendants to cause the payment of the Settlement Amount pursuant to ¶ 6, neither Defendants nor Released Defendant Parties shall have any obligation to make any other payments into the Escrow Account or to any Settlement Class Member pursuant to this Settlement Agreement.

#### **USE AND TAX TREATMENT OF SETTLEMENT FUND / ESCROW ACCOUNT**

9. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Court;



(iv) to pay any other fees and expenses awarded by the Court; and (vi) to pay the claims of Authorized Claimants.

10. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶ 22-34 hereof. The Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall have been disbursed or returned, pursuant to the terms of this Settlement Agreement, or further order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation (“FDIC”) in amounts that are up to the limit of FDIC insurance. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund, and the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent. The Escrow Agent shall not disburse the Net Settlement Fund except as provided in this Settlement Agreement, by an order of the Court, or with the written agreement of Defendants’ Counsel.

11. After the Settlement Amount has been paid into the Escrow Account, the Parties agree to treat the Settlement Fund as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, Lead Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph 11, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted

date. Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Lead Counsel to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to occur. Consistent with the foregoing:

(a) For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be Lead Counsel or its successors, who shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraph (c) of this paragraph 11.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Released Defendant Parties shall have no liability or responsibility whatsoever for the Taxes or the filing of any tax return or other document with the Internal Revenue Service or any other state or local taxing authority. In the event any Taxes are owed by any of the Defendants or Released Defendant Parties on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund. Any Taxes or Tax expenses owed on any earnings on the Settlement Amount prior to its transfer to the Escrow Account shall be the sole responsibility of the entities that make the deposit.

(c) Taxes shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by Lead Counsel out of the Settlement Fund without prior order from the Court or approval by Defendants, and Lead Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with Lead Counsel, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph 11.

(d) The Lead Counsel shall provide Neustar with a copy of any tax election statement that it makes to effect the “relation-back election” under Treas. Reg. Sec. 1.468B-1(j)(2)) and shall reasonably cooperate with Neustar in making such election.

(e) Upon the good faith, written request of Neustar, the Administrator shall petition the Court to amend, either in whole or in part, any administrative Article of this Agreement, which causes unanticipated tax consequences or liabilities inconsistent with “Qualified Settlement Fund” treatment under IRC Sec. 468B.

12. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any other Person funding the Settlement on a Defendant’s behalf, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

#### **ATTORNEYS’ FEES AND EXPENSES**

13. Lead Counsel will apply to the Court for an award from the Settlement Fund of attorneys’ fees and payment of litigation expenses incurred in prosecuting the Action, including any earnings on such amounts at the same rate and for the same periods as earned by the Settlement Fund. Defendants shall take no position with respect to the Fee and Expense Application.

14. The amount of attorneys' fees and expenses awarded by the Court is within the sole discretion of the Court. Any attorneys' fees and expenses awarded by the Court shall be paid from the Settlement Fund to Lead Counsel immediately after entry of the Order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof.

15. Any payment of attorneys' fees and expenses pursuant to ¶¶ 13-14 above shall be subject to Lead Counsel's obligation to make refunds or repayments to the Settlement Fund of any paid amounts, plus accrued earnings at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Settlement Agreement or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or expenses is reduced or reversed by Final non-appealable court order. Lead Counsel shall make the appropriate refund or repayment in full no later than fifteen (15) business days after receiving notice from a court of appropriate jurisdiction of the termination of the Settlement or notice of any reduction or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

16. With the sole exception of Defendants' obligation to pay the Settlement Amount into the Escrow Account as provided for in ¶ 6, Defendants and Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever, including attorneys' fees and expenses, to Lead Counsel, Lead Plaintiff, Liaison Counsel, or any other Settlement Class Member.

17. Defendants and Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or expenses among

Lead Counsel and Liaison Counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or expense awards the Court may make in the Action.

18. Defendants and Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of Settlement Class Members, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment from Defendants for any award of attorneys' fees and expenses ordered by the Court.

19. The procedure for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Settlement Agreement and are separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Settlement Agreement, and any order or proceeding relating to any Fee and Expense Application, including an award of attorneys' fees or expenses in an amount less than the amount requested by Lead Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement Agreement, or affect or delay the finality of the Judgment or Alternative Judgment approving the Settlement Agreement and the Settlement set forth herein, including, but not limited to, the release, discharge, and relinquishment of the Released Claims against the Released Defendant Parties, or any other orders entered pursuant to the Settlement Agreement. Lead Plaintiff and Lead Counsel may not cancel or terminate the Settlement Agreement or the Settlement in accordance with ¶ 40 or otherwise based on the Court's or any appellate court's ruling with respect to fees and expenses in the Action.

#### **ADMINISTRATION EXPENSES**

20. Except as otherwise provided herein, the Net Settlement Fund shall be held in the Escrow Account until the Effective Date.

21. Prior to the Effective Date, without further approval from Defendants or further order of the Court, Lead Counsel may expend up to Two Hundred Fifty Thousand United States Dollars (\$250,000.00) from the Settlement Fund to pay Notice and Administration Expenses actually incurred. Additional sums for this purpose prior to the Effective Date may be paid from the Settlement Fund upon agreement of the Parties or order of the Court. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may be paid as incurred, without further approval of Defendants or further order of the Court. After the Effective Date, without approval of Defendants or further order of the Court, Notice and Administration Expenses may be paid as incurred.

#### **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

22. Lead Counsel will apply to the Court for a Distribution Order, on notice to Defendants' Counsel, approving the Claims Administrator's determinations concerning the acceptance and rejection of the claims submitted herein, and, if the Effective Date has occurred, directing the payment out of the Net Settlement Fund to Authorized Claimants.

23. The Claims Administrator shall administer the Settlement under Lead Counsel's supervision in accordance with the terms of this Settlement Agreement and subject to the jurisdiction of the Court. Defendants and Released Defendant Parties shall have no responsibility for (except as stated in ¶¶ 6 and 36 hereof), interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator, and shall have no liability to the Settlement Class in connection with such administration.

24. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as

defined in the Plan of Allocation included in the Notice, or in such other plan of allocation as the Court may approve.

25. Defendants have no role in the development of, and will take no position with respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the proposed Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the proposed Settlement. The Plan of Allocation is not a necessary term of this Settlement Agreement; and it is not a condition of this Settlement Agreement that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Settlement Agreement or the Settlement in accordance with ¶ 40 or otherwise based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Defendants or Released Defendant Parties with respect to the matters set forth in ¶¶ 22-26 hereof.

26. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, reallocate such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund that is not feasible or economical to reallocate, after payment of Notice and Administration Expenses,

Taxes, and any Court-approved attorneys' fees and expenses, shall be contributed to the Council of Institutional Investors, a not-for-profit organization that focuses on the interests of investors.

### **ADMINISTRATION OF THE SETTLEMENT**

27. Any Settlement Class Member who fails timely to submit a valid Proof of Claim (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to receive any of the proceeds from the Net Settlement Fund, except as otherwise ordered by the Court, but will otherwise be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and all releases provided for herein, and will be forever barred from bringing any action against the Released Defendant Parties concerning the Released Claims.

28. Lead Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Lead Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted. Defendants and Released Defendant Parties shall have no liability, obligation or responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund, or the reviewing or challenging of claims of Settlement Class Members. Lead Counsel shall be solely responsible for designating the Claims Administrator, subject to approval by the Court.

29. For purposes of determining the extent, if any, to which a Settlement Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Settlement Class Member shall be required to submit a Proof of Claim, substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are designated therein, including proof of the claimant's loss, or such other



documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Proofs of Claim must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice, unless such deadline is extended by Lead Counsel in its discretion or by Order of the Court. Any Settlement Class Member who fails to submit a Proof of Claim by such date shall be barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Settlement Agreement (unless, by Order of the Court or the discretion of Lead Counsel, late-filed Proofs of Claim are accepted), but shall in all other respects be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Judgment or Alternative Judgment and all releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Defendant Party. Provided that it is received before the motion for the Distribution Order is filed, a Proof of Claim shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine in accordance with this Settlement Agreement the extent, if any, to which each claim shall be allowed, subject to review by the Court;

(d) Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim in whole or in part, the Claims Administrator shall

communicate with the claimant in writing to give the claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court; and

(f) The determinations of the Claims Administrator accepting or rejecting disputed claims shall be presented to the Court, on notice to Defendants' Counsel, for approval by the Court in the Distribution Order.

30. Each claimant who submits a Proof of Claim shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, including but not limited to, all releases provided for herein and in the Judgment or Alternative Judgment, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the claimant's status as a Settlement

Class Member and the validity and amount of the claimant's claim. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or the Settlement.

31. Payment pursuant to the Distribution Order shall be deemed final and conclusive against any and all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Settlement Agreement and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and the releases provided for herein and therein, and will be forever barred from bringing any action against the Released Defendant Parties concerning the Released Claims.

32. All proceedings with respect to the administration, processing and determination of claims described by this Settlement Agreement and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect the finality of the Judgment or Alternative Judgment.

33. No Person shall have any claim of any kind against the Released Defendant Parties or Defendants with respect to the matters set forth in this section (*i.e.*, ¶¶ 27-34) or any of its subsections, or otherwise related in any way to the administration of the Settlement, including without limitation the processing of claims and distributions.

34. No Person shall have any claim against Lead Plaintiff, Lead Counsel, Liaison Counsel, or the Claims Administrator, or other agent designated by Lead Counsel, based on the distributions made substantially in accordance with this Settlement Agreement and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

### **TERMS OF THE PRELIMINARY APPROVAL ORDER**

35. Concurrently with their application for preliminary approval by the Court of the Settlement contemplated by this Settlement Agreement and promptly upon execution of this Settlement Agreement, and no later than thirty (30) calendar days after the execution of the Settlement Agreement, Lead Counsel and Defendants' Counsel shall jointly apply to the Court for entry of the Preliminary Approval Order, which shall be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*, set the date for the Settlement Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement to the Settlement Class.

36. Neustar shall provide, or cause to be provided, to Lead Counsel or the Claims Administrator, at no cost to Lead Plaintiff or the Settlement Class, within five (5) business days of entry of the Preliminary Approval Order, transfer records in electronic searchable form, such as Excel, containing the names and addresses of Persons who purchased or acquired the common stock of Neustar during the Class Period.

37. It shall be Lead Counsel's sole responsibility to cause the dissemination of the Notice and Summary Notice to the Settlement Class as ordered by the Court. Settlement Class Members shall have no recourse as to the Released Defendant Parties with respect to any claims they may have that arise from any failure of the notice process.

### **TERMS OF THE JUDGMENT**

38. If the Settlement contemplated by this Settlement Agreement is approved by the Court, Lead Counsel and Defendants' Counsel shall jointly request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

### **EFFECTIVE DATE OF SETTLEMENT**

39. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

(a) entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;

(b) payment of the Settlement Amount into the Escrow Account;

(c) approval by the Court of the Settlement, following notice to the Settlement Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(d) a Judgment, which shall be in all material respects substantially in the form set forth in Exhibit B annexed hereto, will have been entered by the Court and will have become Final; or in the event that an Alternative Judgment will have been entered, the Alternative Judgment will have become Final.

(e) Neustar has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 41(a) hereof.

### **WAIVER OR TERMINATION**

40. Defendants and Lead Plaintiff shall have the right to terminate the Settlement and this Settlement Agreement by providing written notice of their election to do so (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14) calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court’s Final refusal to approve this Settlement Agreement or any material part of it; (iii) the Court’s Final refusal to enter the Judgment in any material respect or an Alternative Judgment; or (iv) the date upon which the Judgment or Alternative Judgment is modified or reversed in any material respect by a Final order of the Court, the United States Court of Appeals for the Fourth

Circuit, or the Supreme Court of the United States. For the avoidance of doubt, Lead Plaintiff shall not have the right to terminate the Settlement due to any decision, ruling, or order respecting the Fee and Expense Application or any plan of allocation.

41. In addition to the foregoing, the Neustar shall also have the sole right to terminate the Settlement in the event the Termination Threshold (defined below) has been reached.

(a) Simultaneously herewith, Lead Plaintiff and Neustar, by and through their counsel, are executing a confidential Supplemental Agreement Regarding Requests for Exclusion (“Supplemental Agreement”). The Supplemental Agreement sets forth certain conditions under which Neustar shall have the sole right to terminate the Settlement and render this Settlement Agreement null and void in the event that requests for exclusion from the Class exceed certain agreed-upon criteria (the “Termination Threshold”). The Parties agree to maintain the confidentiality of the Termination Threshold in the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless required by the Court. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Parties will undertake to have the Termination Threshold submitted to the Court *in camera*.

(b) The Preliminary Approval Order, attached hereto as Exhibit A, shall provide that requests for exclusion shall be received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Upon receiving any request for exclusion pursuant to the Notice, Lead Counsel shall promptly, and certainly no later than five (5) calendar days after receiving a request for exclusion or fifteen (15) calendar days prior to the Settlement Hearing,

whichever is earlier, notify Defendants' Counsel of such request for exclusion and provide copies of such request for exclusion and any documentation accompanying it by e-mail.

(c) In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Settlement Agreement shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶ 9-12 and 45-50, which shall continue to apply.

42. In addition to all of the rights and remedies that Lead Plaintiff has under the terms of this Settlement Agreement, Lead Plaintiff shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid in the time period provided for in ¶ 6 above, but only if (i) Lead Counsel provides written notice of the election to terminate to all other Parties and (ii) thereafter, the entire Settlement Amount is not transferred to the Escrow Account within fourteen (14) calendar days after Lead Counsel have provided such written notice.

43. If, before the Settlement become Final, any Defendant files for protection under the Bankruptcy Code or any similar law or a trustee, receiver, conservator, or other fiduciary is appointed under Bankruptcy, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiff, the Parties shall jointly move the Court to vacate and set aside the release given and the Judgment or Alternative Judgment entered in favor of that Defendant and that Defendant and Lead Plaintiff and the members of the Settlement Class shall be restored to their litigation

positions as of May 18, 2015. All releases and the Judgment or Alternative Judgment as to other Defendants shall remain unaffected.

(a) Defendants each warrant, as to themselves and the payments made on their respective behalves, that, at the time of such payment, each will not be insolvent, nor will payment render each insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including Sections 101 and 547 thereof.

44. If an option to withdraw from and terminate this Settlement Agreement and Settlement arises under any of ¶¶ 40-43 above: (i) neither Defendants nor Lead Plaintiff (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole and unfettered discretion of Defendants or Lead Plaintiff, as applicable.

45. Except as otherwise provided herein, in the event the Settlement is terminated or fails to become effective for any reason, then the Settlement shall be without prejudice, and none of its terms, with the exception of ¶¶ 9-12 and 45-50, shall be effective or enforceable except as specifically provided herein; the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of May 18, 2015; and, except as specifically provided herein, the Parties shall proceed in all respects as if this Settlement Agreement and any related order had not been entered. In such event, this Settlement Agreement, and any aspect of the discussions or negotiations leading to this Settlement Agreement shall not be admissible in this Action or in any other proceeding for any purpose, and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Lead Plaintiff, in any court filing, deposition, at trial, or otherwise.



46. In the event the Settlement is terminated or fails to become effective for any reason, any portion of the Settlement Amount previously paid, together with any earnings thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Amount, shall be returned to the Person(s) that made the deposit(s) within ten (10) business days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Lead Counsel. At the request of Defendants' Counsel, the Escrow Agent or its designees shall apply for any tax refund owed on the amounts in the Escrow Account and pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed.

**NO ADMISSION**

47. Defendants have denied and continue to deny, *inter alia*, that Defendants acted fraudulently or wrongfully in any way; that the price of Neustar common stock was artificially inflated by reason of any alleged misrepresentations, omissions, or otherwise; that either Lead Plaintiff or the Settlement Class Members have suffered any or all damages alleged in the Complaint; or that the alleged harm suffered by Lead Plaintiff or the Settlement Class Members, if any, was causally linked to any alleged misrepresentations or omissions. In addition, Defendants maintain that they have meritorious defenses to all claims alleged in the Action.

48. Nonetheless, Defendants have concluded that further litigation of the Action, especially given the complexity of cases such as this one, would be protracted, burdensome, and expensive, and that it is desirable and beneficial to them that they secure releases to the fullest extent permitted by law and that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Settlement Agreement.

49. Except as set forth in ¶ 50 below, this Settlement Agreement, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Settlement Agreement, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel, for any purpose other than in an action to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Lead Plaintiff, and the Settlement Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any Person whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Lead Plaintiff, or any other Member of the Settlement Class, as evidence of any infirmity in the claims of Lead Plaintiff or the other Members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Lead Plaintiff, any other Member of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any

other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other Members of the Settlement Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;

(d) do not constitute, and shall not be construed against Defendants, Lead Plaintiff, or any other Member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiff or any other Member of the Settlement Class that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

50. Notwithstanding ¶ 49 above, the Parties, and their respective counsel, may file this Settlement Agreement and/or the Judgment or Alternative Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. The Parties may file this Settlement Agreement and/or the Judgment or Alternative Judgment in any action that may be brought to enforce the terms of this Settlement Agreement and/or the Judgment or Alternative Judgment. All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

## **MISCELLANEOUS PROVISIONS**

51. All of the exhibits to this Settlement Agreement, except any plan of allocation to the extent incorporated in those exhibits, and the Supplemental Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

52. The Parties intend the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Released Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The Parties and their counsel agree that each has complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and their respective counsel and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

53. This Settlement Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties hereto or their successors.

54. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

55. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and any expenses, and implementing and enforcing the terms of this Settlement Agreement.

56. The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement.

57. This Settlement Agreement and its exhibits constitute the entire agreement among the Parties concerning the Settlement as against the Defendants, and no representation, warranty, or inducement has been made by any Party concerning this Settlement Agreement and its exhibits other than those contained and memorialized in such documents.

58. Nothing in the Settlement Agreement, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

59. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement.

60. All designations and agreements made, or orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Settlement Agreement.

61. This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via e-mail in pdf format shall be deemed originals.

62. This Settlement Agreement shall be binding when signed, but the Settlement shall be effective pursuant to ¶ 39.

63. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

64. The construction, interpretation, operation, effect, and validity of this Settlement Agreement, and all documents necessary to effectuate it, shall be governed by the laws of the Commonwealth of Virginia without regard to any otherwise applicable principles of conflicts of laws, except to the extent that federal law requires that federal law govern.

65. This Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties, and all Parties have contributed substantially and materially to the preparation of this Settlement Agreement.

66. All counsel and any other person executing this Settlement Agreement and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

67. The Parties and their counsel agree to cooperate fully with one another in promptly applying for preliminary approval by the Court of the Settlement and for the scheduling of a hearing for consideration of final approval of the Settlement and Lead Counsel's Fee and Expense Application, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain Final approval by the Court of the Settlement.

68. If any disputes arise out of the finalization of the settlement documentation or the Settlement itself prior to joint submission to the Court of the application for preliminary approval of the Settlement as set forth in ¶ 35 above, those disputes will be resolved by the Mediator first by way of expedited telephonic mediation and, if unsuccessful, then by way of final, binding, non-appealable resolution.

69. Except as otherwise provided herein, each Party shall bear its own costs.

70. The captions and headings of the paragraphs of this Settlement Agreement are for convenience of reference only and are not to be considered in construing this Settlement Agreement. Unless the context of this Settlement Agreement clearly requires otherwise: (a) references to the plural include the singular, the singular the plural, and the part the whole, (b) references to one gender include all genders, (c) “or” has the inclusive meaning frequently identified with the phrase “or,” (d) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (e) references to “hereunder,” “herein” or “hereof” relate to this Settlement Agreement as a whole. Any reference herein to any statute, rule, regulation or agreement, including this Settlement Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. Any reference herein to any person shall be deemed to include the heirs, personal representatives, successors and permitted assigns of such person.

**IN WITNESS WHEREOF**, the Parties have caused this Settlement Agreement to be executed, by their duly authorized attorneys, as of July 28, 2015.

**LABATON SUCHAROW LLP**

By: 

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*Steven J. Edwards*

# **Exhibit A**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

IN RE NEUSTAR, INC. SECURITIES  
LITIGATION

Case No. 14-CV-00885 JCC TRJ

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE,  
AND SETTING DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

WHEREAS:

A. By order dated May 28, 2015, the United States Court of Appeals for the Fourth Circuit remanded the appeal of the above-captioned action (the “Action”) to this Court for the limited purpose of considering whether the parties should be granted relief from this Court’s order dismissing the Action, entered January 27, 2015, pursuant to Rule 60(b)(6) of the Federal Rules of Civil Procedure, in view of an agreement-in-principle to settle the Action;

B. As of July 28, 2015, the Indiana Public Retirement System (“Lead Plaintiff”), on behalf of itself and the proposed Settlement Class (defined below), on the one hand, and Neustar, Inc. (“Neustar”), Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards (the “Individual Defendants” and, together with Neustar, “Defendants”), on the other hand, entered into a Stipulation and Agreement of Settlement (the “Settlement Agreement”) in the Action, which is subject to review under Fed. R. Civ. P. 23 and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed settlement of the claims alleged in the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws, filed on November 6, 2014, on the merits and with prejudice (the “Settlement”);

C. The Court has reviewed and considered the Settlement Agreement and the accompanying exhibits;

D. The Parties to the Settlement Agreement have consented to the entry of this order; and

E. All capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the Settlement Agreement;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2015, that:

1. **Preliminary Approval of the Settlement.** This Court has reviewed the Settlement Agreement and preliminarily finds the Settlement forth therein to be fair, reasonable, and adequate, subject to further consideration at the Settlement Hearing described below.

2. **Preliminary Certification of the Settlement Class.** Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court hereby certifies, for the purposes of the Settlement only, the Settlement Class of: all Persons who purchased or otherwise acquired the publicly traded common stock of Neustar, Inc. between April 19, 2013 and June 6, 2014, inclusive, and who were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) present and former executive officers of Neustar; (iii) members of Neustar's Board of Directors, (iv) Immediate Family Members of any of the foregoing individuals; (v) the legal representatives, heirs, successors or assigns of any of the foregoing individuals and entities; (vi) any entity in which Defendants have or had a controlling interest; and (vii) any affiliate of Neustar. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class and is so excluded by the Court.

3. The Court finds and concludes that the prerequisites of class action certification under Fed. R. Civ. P. 23(a) and 23(b)(3) have been satisfied for the Settlement Class defined herein and for the purposes of the Settlement only, in that:

(a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members is impracticable;

(b) there are questions of law and fact common to the Settlement Class Members;

(c) the claims of Lead Plaintiff are typical of the Settlement Class's claims;

(d) Lead Plaintiff and Lead Counsel have fairly and adequately represented and protected the interests of the Settlement Class;

(e) the questions of law and fact common to Settlement Class Members predominate over any individual questions; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering that the claims of Settlement Class Members in the Action are substantially similar and would, if tried, involve substantially identical proofs and may therefore be efficiently litigated and resolved on an aggregate basis as a class action; the amounts of the claims of many of the Settlement Class Members are too small to justify the expense of individual actions; and it does not appear that there is significant interest among Settlement Class Members in individually controlling the litigation of their claims.

4. Pursuant to Fed. R. Civ. P. 23, and for purposes of the Settlement only, Lead Plaintiff Indiana Public Retirement System is certified as Class Representative for the Settlement Class. The law firm of Labaton Sucharow LLP is appointed Class Counsel for the Settlement

Class and the law firm of Cohen Milstein Sellers & Toll PLLC is appointed Liaison Counsel for the Settlement Class.

5. **Settlement Hearing.** A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on \_\_\_\_\_, 2015 at \_\_\_\_:\_\_\_\_ \_\_.m. for the following purposes: (i) to determine whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate, and should be approved by the Court; (ii) to determine whether a Judgment substantially in the form attached as Exhibit B to the Settlement Agreement should be entered and whether the releases set forth in the Settlement Agreement should be provided; (iii) to determine, for purposes of the Settlement only, whether the Settlement Class should be finally certified; whether Lead Plaintiff should be finally certified as Class Representative for the Settlement Class; whether the law firm of Labaton Sucharow LLP should be finally appointed as Class Counsel for the Settlement Class; and whether the law firm of Cohen Milstein Sellers & Toll PLLC should be finally appointed as Liaison Counsel for the Settlement Class; (iv) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable, and should be approved; (iv) to determine whether the motion by Lead Counsel for an award of attorneys’ fees and payment of expenses should be approved; and (v) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

6. The Court may adjourn the Settlement Hearing and approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Settlement Class. The Court may also enter the Judgment regardless of whether it has approved the Plan of Allocation or the Fee and Expense Application, in whole or in part.

7. **Notice.** The Court approves the form, substance, and requirements of the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Notice") and Proof of Claim, substantially in the forms annexed hereto as Exhibits 1 and 2, respectively.

8. The Court approves the retention of A.B. Data, Ltd. as the Claims Administrator. The Claims Administrator shall cause the Notice and Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order ("Notice Date"), to all Settlement Class Members who can be identified with reasonable effort. Neustar, to the extent it has not already done so, shall use its best efforts to obtain and provide to Lead Counsel, or the Claims Administrator, no later than five (5) business days after entry of this Preliminary Approval Order, transfer records in electronic searchable form containing the names and addresses of Persons who purchased or otherwise acquired the common stock of Neustar during the Class Period.

9. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who purchased or otherwise acquired Neustar common stock during the Class Period as record owners but not as beneficial owners. Such nominee purchasers are directed, within seven (7) calendar days of their receipt of the Notice, to either (i) provide the Claims Administrator with lists of the names and last known addresses of the beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners by first-class mail, or (ii) request additional copies of the Notice and Proof of Claim and, within seven (7) calendar days of receipt of such copies from the Claims Administrator, send them by first-class mail directly to

the beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall also promptly send a statement to the Claims Administrator confirming that the mailing was made as directed and shall retain the relevant name and address records from future use in the Settlement. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners. Record holders may be reimbursed from the Settlement Fund, after receipt by the Claims Administrator of proper documentation, for their reasonable expenses actually incurred in sending the Notices and Proofs of Claim to beneficial owners.

10. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Notice and Proof of Claim.

11. The Court approves the form of the Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Summary Notice") substantially in the form annexed hereto as Exhibit 3, and directs that Lead Counsel shall cause the Summary Notice to be published in *Investor's Business Daily* and be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

12. The form and content of the notice program described herein, and the methods set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the PSLRA, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.



13. **Proof of Claim.** In order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is effected in accordance with the terms and conditions set forth in the Settlement Agreement, each Settlement Class Member shall take the following actions and be subject to the following conditions:

(a) A properly executed Proof of Claim, substantially in the form annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in the Notice, postmarked no later than one hundred twenty (120) calendar days after the Notice Date. Such deadline may be further extended by Court order or by Lead Counsel in its discretion. Each Proof of Claim shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class or overnight U.S. mail, postage prepaid) provided such Proof of Claim is actually received prior to the motion for an order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice. Any Settlement Class Member who does not timely submit a Proof of Claim within the time provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court, but shall remain bound by all determinations and judgments in this Action concerning the Settlement.

(b) The Proof of Claim submitted by each Settlement Class Member must satisfy the following conditions, unless otherwise ordered by the Court: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information

found in a broker confirmation slip, or such other documentation as is deemed adequate by Lead Counsel; (iii) if the person executing the Proof of Claim is acting in a representative capacity, a certification of her current authority to act on behalf of the Settlement Class Member must be included in the Proof of Claim; and (iv) the Proof of Claim must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

(c) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted.

14. **Appearance.** Any Settlement Class Member may enter an appearance in this Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. If any Settlement Class Member does not enter an appearance, he, she, or it will be represented in the Action by Lead Counsel.

15. **Exclusions.** Under the terms of the Settlement Agreement, any Person that otherwise qualifies as a Settlement Class Member but properly excludes himself, herself, or itself by timely submitting a valid request for exclusion in accordance with the requirements set forth below and in the Notice, shall be excluded from the Settlement Class.

16. Settlement Class Members shall be bound by all orders, determinations and judgments in this Action concerning the Settlement, whether favorable or unfavorable, unless such Persons request exclusion from the Settlement Class in a timely and proper manner as hereinafter provided. A putative Settlement Class Member wishing to make such an exclusion request shall mail the request in written form to the address designated in the Notice for such exclusions, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion must (i) state the name, address and telephone

number of the Person seeking exclusion; (ii) state that the sender requests “exclusion from the Settlement Class in *In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ (E.D. Va.)”; (iii) state the number of shares of Neustar publicly traded common stock purchased, acquired, and/or sold on during the Class Period as well as the dates and prices of each such purchase, acquisition, and/or sale; and (iv) be signed by the Person requesting exclusion or an authorized representative. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

17. Settlement Class Members requesting exclusion from the Settlement Class shall not be eligible to receive any payment out of the Net Settlement Fund as described in the Settlement Agreement and Notice.

18. **Objections.** The Court will consider any Settlement Class Member’s objection to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application only if such Settlement Class Member has served by hand or by mail his, her, or its written objection and supporting papers such that they are received on or before twenty-one (21) calendar days before the Settlement Hearing, upon Lead Counsel: David J. Goldsmith, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; and Defendants’ Counsel: John M. McNichols, Esq., Williams & Connolly LLP, 725 Twelfth Street, N.W., Washington, D.C. 20005, and has filed said objections and supporting papers with the Clerk of the Court, United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314. Any Settlement Class Member who does not make his, her, or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to any aspect of the

Settlement, to the Plan of Allocation, or to the Fee and Expense Application, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given. Attendance at the hearing is not necessary. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or Fee and Expense Application are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

19. **Stay**. Pending final determination of whether the Settlement should be approved, Lead Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts Released Claims against the Released Defendant Parties.

20. **Settlement Administration Expenses**. As provided in the Settlement Agreement, prior to the Effective Date, Lead Counsel may pay the Claims Administrator a portion of the reasonable fees and costs associated with giving notice to the Settlement Class and the review of claims and administration of the Settlement out of the Settlement Fund without further approval from Defendants and without further order of the Court.

21. **Supporting Papers**. All papers in support of the Settlement, Plan of Allocation, and Lead Counsel's Fee and Expense Application shall be filed with the Court and served on or before thirty-five (35) calendar days prior to the date set herein for the Settlement Hearing.

Reply papers are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

22. **Settlement Fund.** The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms and obligations of the Settlement Agreement is approved. No person who is not a Settlement Class Member or Lead Counsel shall have any right to any portion of, or to any distribution of, the Net Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Settlement Agreement.

23. All funds held in escrow shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to the Settlement Agreement and/or further order of the Court.

24. **Plan of Allocation.** Neither Defendants nor their counsel shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or payment of expenses, and such matters shall be considered separately from the fairness, reasonableness and adequacy of the Settlement.

25. **Termination.** If the Settlement fails to become effective as defined in the Settlement Agreement or is terminated, then, in any such event, the Settlement Agreement, including any amendment(s) thereof, except as expressly provided in the Settlement Agreement, and this Preliminary Approval Order shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any actions or proceedings by any Person against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of May 18, 2015.

26. **Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated: \_\_\_\_\_, 2015

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HON. JAMES C. CACHERIS  
UNITED STATES DISTRICT JUDGE

# **Exhibit A-1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

IN RE NEUSTAR, INC. SECURITIES LITIGATION
--

Case No. 14-CV-00885 JCC TRJ

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED  
SETTLEMENT, AND MOTION FOR ATTORNEYS’ FEES AND EXPENSES**

**If you purchased or otherwise acquired publicly traded common stock of Neustar, Inc. (“Neustar”) between April 19, 2013 and June 6, 2014, inclusive (the “Class Period”), you may be entitled to a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- If approved by the Court, the proposed Settlement will create a \$2,625,000 settlement fund for the benefit of eligible investors who purchased publicly traded common stock of Neustar, Inc. during the Class Period.<sup>1</sup>
- The Settlement resolves claims by Indiana Public Retirement System (“Lead Plaintiff” or “INPRS”) that have been asserted on behalf of the proposed Settlement Class against Neustar and Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards (collectively, “Defendants”).
- The Court will review the Settlement at the Settlement Hearing to be held on \_\_\_\_\_, 2015 at \_\_:\_\_\_ \_\_.m.
- **Your legal rights are affected whether you act or do not act. Read this Notice carefully.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY _____, 2015</b>	The <i>only</i> way to get a payment.
<b>EXCLUDE YOURSELF BY _____, 2015</b>	Get no payment. This is the <i>only</i> option that allows you to ever bring or be part of any <i>other</i> lawsuit against Defendants and the other Released Defendant Parties about the Released Claims.

<sup>1</sup> All capitalized terms not otherwise defined in this document shall have the meaning provided in the Stipulation and Agreement of Settlement (the “Settlement Agreement”), dated as of July 28, 2015.



<b>OBJECT BY</b> _____, 2015	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application. This will not exclude you from the Settlement Class.
<b>GO TO A HEARING ON</b> _____, 2015	Ask to speak in Court about the Settlement at the Settlement Hearing.
<b>DO NOTHING</b>	Get no payment. Give up rights.

### **SUMMARY OF THIS NOTICE**

#### **Statement of Plaintiffs' Recovery**

This proposed Settlement will create a Settlement Fund of \$2.625 million in cash, including any accrued interest. Based on Lead Plaintiff's consulting expert's estimate of the number of shares of common stock that may have been damaged by the alleged fraud, and assuming that all those shares participate in the Settlement, Lead Plaintiff's consulting expert estimates that the average recovery in the Settlement would be approximately \$0.08 per damaged share (before deduction of Court-approved expenses, such as attorneys' fees and expenses and administrative costs), and approximately \$0.06 per damaged share after the deduction of the attorneys' fees and expenses discussed below. (An allegedly damaged share might have been traded more than once during the Class Period, and this average recovery would be the total for all purchasers of that share.) The amount an eligible Settlement Class Member will actually recover will depend on numerous factors. These factors are fully explained in the Plan of Allocation beginning on page [\_\_\_\_]. Please refer to the Plan of Allocation for more information on your potential "Recognized Claim" (defined below).

#### **Statement of Potential Outcome if the Action Continued to Be Litigated**

The Parties disagree about whether each of the Defendants is liable for the claims asserted against them and whether each of the Defendants caused any damages. The issues on which the Parties disagree include, for example: (a) whether Defendants made any false or material misstatements or omissions; (b) whether Defendants acted with the required state of mind; (c) the amount by which the prices of Neustar common stock were artificially inflated (if at all) during the Class Period as a result of the alleged fraud; (d) the extent that Defendants' alleged misstatements and omissions influenced (if at all) the trading price of Neustar's common stock during the Class Period; (e) whether any purchasers of Neustar common stock suffered damages as a result of the alleged misstatements and omissions in Neustar's public statements; and (f) the amount of such damages, assuming they exist.

Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages attributable to Defendants' actions. While Lead Plaintiff believes it and the Settlement Class have meritorious claims, it recognizes that there are significant obstacles to be overcome before there could be any recovery.

## **Statement of Attorneys' Fees and Costs Sought**

Lead Plaintiff and the Settlement Class are represented by the law firm of Labaton Sucharow LLP ("Lead Counsel"). Lead Counsel has not received any payment for its services in litigating the Action, nor has it been reimbursed for its litigation expenses. Lead Counsel intends to make a motion asking the Court to award it attorneys' fees of no more than 19% of the Settlement Fund (including any accrued interest), and payment from the Settlement Fund of expenses incurred during the litigation, in an amount not to exceed \$200,000, plus interest. If the Court approves the Fee and Expense Application, the average amount of fees and expenses per damaged share of common stock will be approximately \$0.02. This amount will vary depending on the number of eligible claims submitted.

## **Further Information**

Further information regarding the Settlement and this Notice may be obtained by contacting the Claims Administrator: *In re Neustar Inc. Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217-8091, 866-893-1052, [www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com); or Lead Counsel: Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, 888-219-6877, [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com), [www.labaton.com](http://www.labaton.com).

## **Please Do Not Call The Court Or Neustar With Questions About The Settlement. Reasons for the Settlement**

For Lead Plaintiff, the principal reason for the Settlement is the immediate benefit of a cash recovery for the Settlement Class. This benefit must be compared to the risk that the Court's decision dismissing the Action will be upheld on appeal, or if the Court's decision is overturned on appeal, that no recovery or a smaller recovery might be achieved after a contested trial and likely appeals, possibly years into the future. For Defendants, who deny all allegations of wrongdoing, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty, and risk of further litigation.

**[END OF PSLRA COVER PAGE]**

## **BASIC INFORMATION**

### **1. Why did I get this Notice?**

You or someone in your family may have purchased or otherwise acquired publicly traded common stock of Neustar between April 19, 2013 and June 6, 2014, inclusive, and may be a Settlement Class Member in this Action. This Notice explains the lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about a proposed settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If approved, the Settlement will end all of the Settlement Class's claims against Defendants. The Court will review the Settlement at a Settlement Hearing on \_\_\_\_\_, 2015 at \_\_:\_\_ .m. If the Court approves the Settlement, and after any objections and appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

The Court in charge of the case is the United States District Court for the Eastern District of Virginia, in Alexandria, Virginia, and the case is known as *In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ (E.D. Va.). This case was assigned to the Hon. James C. Cacheris, United States District Judge. The people who brought the case are called plaintiffs, and the company and the persons they sued are called defendants.

The Lead Plaintiff in the Action, representing the Settlement Class, is the Indiana Public Retirement System. The Defendants are Neustar, Inc., Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards.

### **2. What is this lawsuit about and what has happened so far?**

Neustar is a communications data processing company that provides directory and analytic services to telecommunications companies and internet service providers. Neustar has been the sole Local Number Portability Administrator ("LNPA") for the United States since 1997. The LNPA manages the Number Portability Administration Center ("NPAC"), a large central data registry that includes essentially all of the wireline and wireless telephone numbers in the United States, and allows people to keep their telephone numbers when switching to a new telecommunications service provider. In 2011, the Federal Communications Commission put the NPAC contracts up for public bid for the first time, and released a formal Request for Proposal in 2013.

The operative complaint in the Action is the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws, filed on November 6, 2014 (the "Complaint") asserting violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (the "Exchange Act") and Rule 10b-5 promulgated thereunder by the U.S. Securities and Exchange Commission ("SEC"). The Complaint alleges, among other things, that Defendants made false

and misleading statements regarding Neustar’s competitive standing in the LNPA bidding and selection process and the risk that Neustar, after 17 years as the sole LNPA, would lose the NPAC contracts to a competitor.

On December 8, 2014, Defendants filed a motion to dismiss the Complaint. The motion was fully briefed by the Parties as of December 29, 2014. On January 22, 2015, the Court heard oral argument on the motion. On January 27, 2015, the Court entered a Memorandum Opinion and an Order granting the motion and dismissing the Action with prejudice.

On February 25, 2015, Lead Plaintiff filed a notice of appeal to the United States Court of Appeals for the Fourth Circuit (“Court of Appeals”) from the Court’s Memorandum Opinion and Order.

On May 19, 2015, the Parties participated in a day-long mediation session before a neutral affiliated with Judicial Arbitration and Mediation Services (JAMS). The mediation involved an extended effort to settle the claims and was preceded by the exchange of mediation statements. The mediation session resulted in an agreement-in-principle between the Parties to settle the Action.

By Joint Motion filed with the Court of Appeals on May 22, 2015, the Parties requested that the Court of Appeals (a) remand the appeal to the district court for consideration of whether the proposed Settlement is fair, reasonable, and adequate and should be approved; and (b) place the appeal in abeyance pending disposition of the matters before the district court on limited remand. By Order entered on May 28, 2015, the Court of Appeals granted the Parties’ Joint Motion.

<b>3. Why is this a class action?</b>
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In a class action, one or more people called plaintiffs (in this case the Lead Plaintiff) sue on behalf of people or entities who have similar claims. They are known as class members. A class action allows one court to resolve in a single case many similar claims that, if brought separately by individual people, might be economically so small that they would never be brought. One court resolves the issues for all class members, except for those who exclude themselves, or “opt out,” from the class (discussed below).

<b>4. What are the reasons for the Settlement?</b>
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The Court did not finally decide in favor of Lead Plaintiff or Defendants. Instead, both sides agreed to a settlement. The Settlement will end the Action and avoid the uncertainties and costs of further litigation and any future trial. Affected investors will get compensation immediately, rather than after the time it would take to conduct additional litigation and discovery, have a trial and exhaust all appeals. The Settlement was reached after the Parties engaged in a thorough investigation, briefed a challenging motion to dismiss, and engaged in arm’s-length negotiations about a settlement before an experienced neutral. Lead Plaintiff and Lead Counsel believe the Settlement is in the best interest of Settlement Class Members.

Defendants deny all allegations of wrongdoing contained in the Complaint and deny that they are liable. The Settlement should not be seen as an admission or concession on the part of Defendants about any of the claims, their fault, or liability for damages. Defendants have taken into account the burden, expense, uncertainty, distraction, and risks inherent in any litigation and have concluded that it is desirable that the Action be fully and finally settled upon the terms and conditions set forth in the Settlement Agreement.

### **WHO IS IN THE SETTLEMENT**

#### **5. How do I know if I am part of the Settlement?**

The Court directed, for the purpose of the Settlement, that everyone who fits this description is a Settlement Class Member, unless they are an excluded person or they take steps to exclude themselves (*see* Question 12 below): all Persons who purchased or otherwise acquired publicly traded common stock of Neustar between April 19, 2013 and June 6, 2014, inclusive, and who were damaged thereby.

Receipt of this Notice does not mean that you are a Settlement Class Member. Please check your records or contact your broker to see if you purchased or otherwise acquired publicly traded Neustar common stock during the Class Period.

#### **6. Are there exceptions to being included in the Settlement Class?**

There are some people who cannot be in the Settlement Class. Excluded from the Settlement Class are: (i) Defendants; (ii) present and former executive officers of Neustar; (iii) members of Neustar's Board of Directors, (iv) Immediate Family Members of any of the foregoing individuals; (v) the legal representatives, heirs, successors or assigns of any of the foregoing individuals and entities; (vi) any entity in which Defendants have or had a controlling interest; and (vii) any affiliate of Neustar. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class in accordance with the requirements explained in Question 12 below.

If you do not want to be a Settlement Class Member, for example, if you want to bring your own lawsuit against Defendants for these claims, you must exclude yourself by filing a request for exclusion in accordance with the requirements explained below.

If one of your mutual funds purchased or acquired shares of publicly traded Neustar common stock during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you (or your broker on your behalf) purchased or otherwise acquired publicly traded Neustar common stock during the Class Period.

If you are still not sure whether you are included, you can ask for free help from the Claims Administrator: *In re Neustar Inc. Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217-8091, 866-893-1052, [www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com). Or you can fill out and return the Proof of Claim form ("Proof of Claim") described on page [\_\_\_\_], in Question \_\_\_\_, to see if you qualify.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### **7. What does the Settlement provide?**

In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties, Defendants have agreed to fund a \$2.625 million cash fund, which will accrue interest, to be divided, after deduction of Court-awarded attorneys' fees, interest, and expenses, settlement administration costs and any applicable Taxes ("Net Settlement Fund"), among all Settlement Class Members who timely submit valid Proof of Claim forms.

### **8. How much will my payment be?**

The Plan of Allocation discussed on page [\_\_\_\_] explains how claimants' "Recognized Claims" will be calculated. Your share of the Net Settlement Fund will depend on several things, including: (a) the amount of Recognized Claims of other Settlement Class Members; (b) how many shares of publicly traded Neustar common stock you bought; (c) how much you paid for the shares; (d) when you bought them; and (e) whether or when you sold them (and, if so, for how much you sold them).

It is unlikely that you will get a payment for your entire Recognized Claim, given the number of potential Settlement Class Members. After all Settlement Class Members have sent in their Proof of Claim forms, the payment you get will be a portion of the Net Settlement Fund. Your share will be your Recognized Claim divided by the total of all Settlement Class Members' Recognized Claims and then multiplied by the total amount in the Net Settlement Fund. *See* the Plan of Allocation beginning on page [\_\_\_\_] for more information.

## HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

### **9. How can I get a payment?**

To qualify for a payment, you must timely send in a validly completed Proof of Claim form with supporting documents. A Proof of Claim form is being circulated with this Notice. You may also get a Proof of Claim form on the Internet at the websites for the Claims Administrator: [www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com), or Lead Counsel: [www.labaton.com](http://www.labaton.com). Please read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it to the Claims Administrator by first class mail, **postmarked or received no later than \_\_\_\_\_, 2015.**

### **10. When would I get my payment?**

The Court will hold a Settlement Hearing on \_\_\_\_\_, 2015 at \_\_:\_\_ .m., to decide whether to approve the Settlement. All Proofs of Claim need to be submitted **by \_\_\_\_\_, 2015.** If the Court approves the Settlement, there may still be appeals, which can take time to resolve, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed.

Once the Proofs of Claim are processed and claims are calculated, Lead Counsel, without further notice to the Settlement Class, will apply to the Court for an order distributing the Net Settlement Fund.

**11. What am I giving up by staying in the Settlement Class and getting a payment?**

Unless you exclude yourself, you will stay in the Settlement Class, which means that once the Settlement becomes effective (the “Effective Date”), you will forever give up and release all “Released Claims” (as defined below) against the “Released Defendant Parties” (defined below). You will not in the future be able to bring a case asserting any Released Claim against the Released Defendant Parties.

“**Released Claims**” means any and all claims and causes of action of every nature and description whatsoever, including both known claims and Unknown Claims, whether arising under federal, state, common or foreign law, whether class or individual in nature, that Lead Plaintiff or any other Settlement Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any other action or in any forum that arise out of or are based upon or relate in any way to: (a) the purchase or acquisition of Neustar common stock during the Class Period, and (b) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Action against the Released Defendant Parties. For the avoidance of doubt, Released Claims do not include (i) claims relating to the enforcement of the Settlement; or (ii) any governmental or regulatory agency’s claims in any criminal or civil action against any of the Released Defendant Parties, or any right to recovery therefrom, if any.

“**Released Defendant Parties**” means Defendants, and (i) each of their respective past or present parents, subsidiaries, divisions, affiliates and any other firms, trusts, corporations or entities in which any Defendant has a controlling interest, (ii) the respective present and former employees, contractors, members, partners, and shareholders of each them, (iii) the principals, officers, directors, fiduciaries, attorneys (including Defendants’ Counsel), advisors, agents, accountants, auditors, and insurers of each of the Persons in clauses (i) and (ii); (iv) the predecessors, successors, estates, heirs, executors, trusts, trustees, administrators, agents, legal representatives and assigns of each of the foregoing Persons in clauses (i)-(iii), in their capacity as such; and (v) the spouses, Immediate Family Members, representatives, and heirs of the Individual Defendants, as well as any trust of which any Individual Defendant is the settlor or which is for the benefit of any of their Immediate Family Members.

“**Unknown Claims**” means means any and all Released Claims that Lead Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Settlement Class, and including the decision to release the Released Parties. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Lead

Plaintiff and Defendants shall expressly, and each other Settlement Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by the following provision of the law of California and of any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiff, other Settlement Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Lead Plaintiff and Defendants shall expressly, fully, finally, and forever settle and release, and each Settlement Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully, finally, and forever, any and all Released Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Lead Plaintiff and Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims is a waiver that was separately bargained for and was a material element of the Settlement.

The "Effective Date" will occur when the Judgment by the Court approving the Settlement becomes final and is not subject to appeal. If you remain a member of the Settlement Class, all of the Court's orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from the Settlement, but you want to keep any right you may have to sue or continue to sue the Released Defendant Parties on your own about the Released Claims, then you must take steps to exclude yourself from the Settlement. Excluding yourself is known as "opting out" of the Settlement Class.

<b>12. How do I "opt out" (exclude myself) from the proposed Settlement Class?</b>
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To "opt out" (exclude yourself) from the Settlement Class, you must send a signed letter by first class mail stating that you "request exclusion from the Settlement Class in *In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ (E.D. Va.)." Your letter must state the date(s),



price(s), and number of shares of all your purchases, acquisitions, and sales of publicly traded Neustar common stock during the Class Period. This information is needed to determine whether you are a Settlement Class Member. In addition, you must include your name, address, telephone number, and your signature. You must mail your exclusion request by first class mail, **received on or before** \_\_\_\_\_, **2015**, to:

*In re Neustar, Inc. Securities Litigation - EXCLUSIONS*  
c/o A.B. Data, Ltd.  
3410 West Hopkins Street  
Milwaukee, WI 53216

**You cannot exclude yourself or opt out by telephone or by e-mail.** Your exclusion request must comply with these requirements in order to be valid. If you write to request to be excluded, you will not get any payment from the Net Settlement Fund and you cannot object to the Settlement.

**13. If I do not exclude myself, can I sue Defendants and the other Released Defendant Parties for the same thing later?**

No. Unless you exclude yourself from the Settlement Class, you give up any rights to sue Defendants and the other Released Defendant Parties for all Released Claims. If you have a pending lawsuit, speak to your lawyer in that case **immediately**. You must exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is \_\_\_\_\_, 2015.

**14. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against Defendants and the other Released Defendant Parties.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

The Court appointed the law firm of Labaton Sucharow LLP to represent all Settlement Class Members. These lawyers are called Lead Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Lead Counsel's fees and expenses, which will be paid from the Settlement Fund if they are approved. If you want to be represented by your own lawyer, you may hire one at your own expense.

**16. How will the lawyers be paid?**

Lead Counsel has not received any payment for its services in pursuing the claims against Defendants on behalf of the Settlement Class, nor has it been reimbursed for its litigation expenses. At the Settlement Hearing described below, or at such other time as the Court may order, Lead Counsel will ask the Court to award it, from the Settlement Fund, attorneys' fees of no more than 19% of the Settlement Fund (including accrued interest). Lead Counsel will also apply for payment of litigation expenses, such as the cost of experts, that it has incurred in pursuing the Action. The request for litigation expenses will not exceed \$200,000 plus interest on the expenses at the same rate as may be earned by the Settlement Fund.

**OBJECTING TO THE SETTLEMENT**

**17. How do I tell the Court that I do not like the proposed Settlement?**

If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and the application by Lead Counsel for attorneys' fees and expenses. You must write to the Court setting out your objection, giving reasons why you think the Court should not approve any part or all of the Settlement.

To object, you must send a signed letter stating that you object to the proposed Settlement in "*In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ (E.D. Va.)" and state the reasons why you object to the Settlement. You must include your name, address, telephone number and your signature; identify the date(s), price(s) and number of shares of all purchases, acquisitions and sales of publicly traded Neustar common stock you made during the Class Period. This information is needed to demonstrate your membership in the Settlement Class.

Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner described in this Notice will be deemed to have waived any objection and will not be able to make any objection to the Settlement in the future.

Your objection must be filed with the Court and mailed or delivered so that it is received by the Court and counsel **on or before** \_\_\_\_\_, **2015** to all the following:

<b>COURT</b>	<b>LEAD COUNSEL</b>	<b>DEFENDANTS' COUNSEL</b>
Clerk of the Court United States District Court for the Eastern District of Virginia Albert V. Bryan U.S. Courthouse 401 Courthouse Square Alexandria, VA 22314	David J. Goldsmith, Esq. Labaton Sucharow LLP 140 Broadway New York, NY 10005	John M. McNichols, Esq. Williams & Connolly LLP 725 Twelfth Street, N.W. Washington, D.C. 20005

**18. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can still recover from the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S SETTLEMENT HEARING**

**19. When and where will the Court decide whether to approve the proposed Settlement?**

The Court will hold a Settlement Hearing at \_\_:\_\_ \_\_.m. on \_\_\_\_\_ \_\_, 2015, in Courtroom \_\_\_\_ of the Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the proposed Plan of Allocation for the Net Settlement Fund and the application of Lead Counsel for attorneys' fees and payment of expenses. The Court will take into consideration any written objections filed in accordance with the instructions set out above in the answer to Question 18. We do not know how long it will take the Court to make these decisions.

You should also be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent. If you want to come to the Settlement Hearing, you should check with Lead Counsel before coming to be sure that the date and/or time has not changed.

**20. Do I have to come to the Settlement Hearing?**

No. Lead Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you validly submit an objection, you do not have to come to Court to talk about it.

**21. May I speak at the Settlement Hearing and submit additional evidence?**

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (*see* Question 18 above) a statement that it is your "notice of intention to appear in *In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ (E.D. Va.)." Persons who intend to object and want to present evidence at the Settlement Hearing must also include in their written objection the identity of any witness they may call to testify and exhibits they intend to introduce at the Settlement Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Settlement Hearing according to the procedures described above and in the answer to Question 18.

## **IF YOU DO NOTHING**

<b>22. What happens if I do nothing at all?</b>
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If you do nothing, you will get no money from this Settlement and you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants and the other Released Defendant Parties about the Released Claims in this case. To share in the Net Settlement Fund you must submit a Proof of Claim form (*see* Question 9). To start, continue or be a part of any *other* lawsuit against Defendants and the other Released Defendant Parties about the Released Claims in this case you must exclude yourself from the Settlement Class (*see* Question 12).

## **GETTING MORE INFORMATION**

<b>23. Are there more details about the proposed Settlement and the lawsuit?</b>
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This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement filed with the Court and all documents filed in the Action during business hours at the Office of the Clerk of the United States District Court for the Eastern District of Virginia, Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, Virginia 22314.

You also can call the Claims Administrator toll-free at 866-893-1052; write to *In re Neustar, Inc. Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217-8091; or visit the websites of the Claims Administrator or Lead Counsel at [www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com) or [www.labaton.com](http://www.labaton.com), where you can find answers to common questions about the Settlement, download copies of the Settlement Agreement or Proof of Claim form, and locate other information to help you determine whether you are a Settlement Class Member and whether you are eligible for a payment. **Please Do Not Call The Court Or Neustar With Questions About The Settlement.**

### **PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS**

The \$2.625 million Settlement Amount and any interest it earns is called the Settlement Fund. The Settlement Fund, minus all Taxes, costs, fees, and expenses (the Net Settlement Fund), will be distributed according to the Plan of Allocation described below to members of the Settlement Class who timely submit valid Proofs of Claim (“Authorized Claimants”). Settlement Class Members who do not timely submit valid Proofs of Claim will not share in the Net Settlement Fund but will otherwise be bound by the terms of the Settlement. The Court may approve the Plan of Allocation or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the settlement website at [www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com) and at [www.labaton.com](http://www.labaton.com).

The Claims Administrator will determine each Authorized Claimant’s share of the Net Settlement Fund based upon each Authorized Claimant’s “Recognized Claim,” as described

below. The Plan of Allocation is not intended to estimate the amount a Settlement Class Member might have been able to recover after a trial, nor is it intended to estimate the amount that will be paid to Authorized Claimants. The Plan of Allocation is the basis upon which the Net Settlement Fund will be proportionately divided among all the Authorized Claimants. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants. No distributions to Authorized Claimants who would receive less than \$10.00 will be made, given the administrative expenses of processing and mailing such checks.

Defendants, their respective counsel, and all other Released Defendant Parties will have no responsibility for or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any claim. Lead Plaintiff and Lead Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

The following Plan of Allocation reflects the allegations that the price of publicly traded Neustar common stock during the Class Period was inflated artificially by reason of allegedly false and misleading statements made by Defendants. For losses to be compensable under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. Defendants deny any allegations of liability. In this case, Lead Plaintiff alleges that corrective information released to the market on the following trading dates (or after the market closed on the respective prior trading dates) impacted the market price of publicly traded Neustar common stock and removed the alleged artificial inflation from the stock price: January 30, 2014 and June 9, 2014. Additionally, Lead Plaintiff believes, consistent with the allegations in the Complaint, that the merits of the claims became stronger as of October 30, 2014, which is the first date on which Defendants made allegedly false and misleading statements after Neustar submitted an unsolicited, revised best-and-final offer for the NPAC contracts that was subsequently rejected.

A "Recognized Loss Amount" will be calculated for each share of Neustar publicly traded common stock purchased or otherwise acquired during the Class Period, pursuant to the formulas below. If a Recognized Loss Amount calculates to a negative number, the Recognized Loss Amount shall be zero. The sum of a claimant's Recognized Loss Amounts, or a claimant's overall market loss as explained below, will be the claimant's "Recognized Claim." To the extent there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Claim. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total of all Recognized Claims, then each Authorized Claimant will be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Claim bears to the total of the claims of all Authorized Claimants ("*pro rata* share").

#### **CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR SHARES OF NEUSTAR PUBLICLY TRADED COMMON STOCK**

- A. For each share purchased between April 19, 2013 and October 29, 2013, inclusive, and:
  1. Sold on or before January 29, 2014, the Recognized Loss per share is zero.

2. Sold between January 30, 2014 and June 6, 2014, inclusive, the Recognized Loss per share is the lesser of (a) the excess of the purchase price over the sale price or (b) \$8.58.
  3. Held as of the close of trading on June 6, 2014, the Recognized Loss per share is \$8.58.
- B. For each share purchased between October 30, 2013 and January 29, 2014, inclusive, and:
1. Sold on or before January 29, 2014, the Recognized Loss is zero.
  2. Sold between January 30, 2014 and June 6, 2014, inclusive, the Recognized Loss per share is the lesser of (a) the excess of the purchase price over the sale price or (b) \$9.15.
  3. Held as of the close of trading on June 6, 2014, the Recognized Loss per share is \$9.15.
- C. For each share purchased between January 30, 2014 and June 6, 2014, inclusive, and:
1. Sold on or before June 6, 2014, the Recognized Loss per share is zero.
  2. Held as of the close of trading on June 6, 2014, the Recognized Loss per share is the lesser of (a) the excess of the purchase price over \$27.28 or (b) \$2.27.

### **ADDITIONAL PROVISIONS**

If a Settlement Class Member has more than one purchase/acquisition or sale of Neustar common stock during the Class Period, all purchases/acquisitions and sales shall be matched on a First In, First Out (“FIFO”) basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

A purchase or sale of Neustar common stock will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. Any person or entity that sold Neustar common stock “short” will have no Recognized Loss with respect to such purchase during the Class Period to cover said short sale. Gifts and transfers of stock are also not eligible purchases or sales. Payment in this manner will be deemed conclusive against all Authorized Claimants.

The Claims Administrator will also determine if a claimant had an overall market gain or loss with respect to his, her, or its overall transactions in Neustar common stock during the Class Period. For purposes of making this calculation, the Claims Administrator shall determine the

difference between (i) the Total Purchase Amount<sup>2</sup> and (ii) the sum of the Sales Proceeds<sup>3</sup> and the Holding Value.<sup>4</sup> This difference will be deemed a claimant's overall market gain or loss with respect to his, her or its transactions in Neustar common stock. If a claimant has an overall market gain, the claimant's Recognized Claim will be zero. To the extent that a claimant suffered an overall market loss, but that market loss was less than the total of all Recognized Loss Amounts calculated above, then the claimant's Recognized Claim shall be limited to the amount of the overall market loss.

Neustar publicly traded common stock is the only security eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell Neustar common stock are not securities eligible to participate in the Settlement. With respect to Neustar common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

An Authorized Claimant's Recognized Claim shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of all Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

Distributions to eligible Authorized Claimants will be made after all claims have been processed and after the Court has approved the Claims Administrator's determinations. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Lead Counsel shall, if feasible and economical, conduct further distributions to reallocate such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund that is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be contributed to the Council of Institutional Investors, a not-for-profit organization that focuses on the interests of investors.

Payment in this manner will be deemed conclusive against all Authorized Claimants. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Eastern District of Virginia with respect to his, her, or its Proof of Claim.

### **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

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<sup>2</sup> The "Total Purchase Amount" is the total amount the claimant paid (excluding all fees, taxes and commissions) for all Neustar common stock purchased or acquired during the Class Period.

<sup>3</sup> The "Sales Proceeds" is the total amount received for Neustar common stock sold during the Class Period. The proceeds of sales matched to a claimant's opening position will not be considered for purposes of calculating market gains or losses.

<sup>4</sup> The Claims Administrator shall ascribe a "Holding Value" of \$26.67 to each share of Neustar common stock purchased or acquired during the Class Period that was still held as of the close of trading on June 6, 2014.

If you purchased or otherwise acquired publicly traded Neustar common stock (CUSIP 64126X201) between April 19, 2013 and June 6, 2014, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased or otherwise acquired publicly traded Neustar common stock during such time period (preferably in an MS Excel data table, setting forth (i) title/registration, (ii) street address, (iii) city/state/zip; or electronically in MS Word or WordPerfect files; or on computer-generated mailing labels) or; (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and WITHIN SEVEN (7) CALENDAR DAYS send by First-Class Mail the Notice and Proof of Claim form directly to the beneficial owners of those Neustar shares.

If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. Upon full compliance with these requirements, you are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid after request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

*In re Neustar, Inc. Securities Litigation*

Attn: Fulfillment Department

c/o A.B. Data, Ltd.

3410 West Hopkins Street

PO Box 170500

Milwaukee, WI 53217

866-561-6065

fulfillment@abdata.com

Dated: \_\_\_\_\_, 2015

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE EASTERN  
DISTRICT OF VIRGINIA



# **Exhibit A-2**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

IN RE NEUSTAR, INC. SECURITIES  
LITIGATION

Case No. 14-CV-00885 JCC TRJ

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. To be eligible to receive a recovery from the Net Settlement Fund as a Member of the Settlement Class in the class action lawsuit entitled *In re Neustar, Inc. Securities Litigation*, No. 14-CV-00885 JCC TRJ, pending in the United States District Court for the Eastern District of Virginia, you must complete and, on page \_\_\_ below, sign this Proof of Claim and Release form. If you fail to submit a timely, properly completed and addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the Settlement of the Action.

2. Submission of this Proof of Claim, however, does not ensure that you will share in the Net Settlement Fund, even if you are a Settlement Class Member.

3. **YOU MUST SUBMIT YOUR COMPLETED AND SIGNED PROOF OF CLAIM SUCH THAT IT IS POSTMARKED OR RECEIVED ON OR BEFORE \_\_\_\_\_, 2015, ADDRESSED AS FOLLOWS:**

*In re Neustar Inc. Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217-8091

If you are NOT a Member of the Settlement Class (as defined below and in the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses ("Notice")) DO NOT submit this Proof of Claim form. You are not entitled to a recovery.

4. If you are a Member of the Settlement Class and you have not timely and validly requested to be excluded from the Settlement Class, you will be bound by the terms of the Final Order and Judgment entered by the Court, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM.

5. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Notice that accompanies this Proof of Claim and in the Stipulation and Agreement of Settlement, dated as of July 28, 2015 (the "Settlement Agreement").

## **II. IDENTIFICATION OF CLAIMANT**

1. You are a Settlement Class Member if you purchased or otherwise acquired publicly traded common stock of Neustar, Inc. ("Neustar") between April 19, 2013 and June 6, 2014, inclusive, and were damaged thereby. Excluded from the Settlement Class are: Defendants; present and former executive officers of Neustar, members of Neustar's Board of Directors, and Immediate Family Members of the foregoing individuals; the legal representatives, heirs, successors or assigns of any of these individuals and entities; any entity in which Defendants have or had a controlling interest; and any affiliate of Neustar. Also excluded from the Settlement Class will be any Person who timely and validly seeks exclusion from the Settlement Class in accordance with the requirements set forth in the Notice.

2. If you purchased or otherwise acquired publicly traded common stock of Neustar during the Class Period and held the stock in your name, you are the beneficial purchaser or acquirer as well as the record purchaser or acquirer. If, however, you purchased or otherwise acquired publicly traded Neustar common stock during the Class Period through a third party,

such as a nominee or brokerage firm, and the shares were registered in the name of that third party, you are the beneficial purchaser or acquirer of these shares, but the third party is the record purchaser or acquirer of these shares.

3. Use Part I of this form entitled “Claimant Identification” to identify each beneficial purchaser or acquirer of publicly traded Neustar common stock that forms the basis of this claim, as well as the purchaser or acquirer of record if different. THIS CLAIM MUST BE SUBMITTED BY THE ACTUAL BENEFICIAL PURCHASER(S), OR AUTHORIZED ACQUIRER(S) OR LEGAL REPRESENTATIVE(S) OF SUCH BENEFICIAL PURCHASER(S) OR ACQUIRER(S), OF THE PUBLICLY TRADED NEUSTAR COMMON STOCK ON WHICH THIS CLAIM IS BASED.

4. All joint beneficial purchasers or acquirers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or employer identification) number and telephone number of one of the beneficial owner(s) may be used in verifying this claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of your claim.

### **III. IDENTIFICATION OF TRANSACTION(S)**

1. Use Part II of this form entitled “Schedule of Transactions in Publicly Traded Neustar Common Stock” to supply all required details of your transaction(s) in publicly traded Neustar common stock. If you need more space or additional schedules, attach separate sheets providing all of the required information in substantially the same form. Sign and print or type your name and include your Social Security or employer identification number and the full name of the account on each additional sheet.

2. On the schedules, provide all of the requested information with respect to: (i) *all* of your holdings of publicly traded Neustar common stock as of the beginning of trading on April 19, 2013; (ii) *all* of your purchases, acquisitions, and sales of publicly traded Neustar common stock which took place at any time beginning April 19, 2013 through, and including, June 6, 2014; and (iii) proof of your holdings in publicly traded Neustar common stock as of the close of trading on June 6, 2014, regardless of whether such purchases, acquisitions, sales or transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each purchase, acquisition, sale, and transaction in the Class Period separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day, and year of each such transaction you list.

4. Copies of broker confirmations or other documentation of your purchases, acquisitions, sales or transactions in publicly traded Neustar common stock must be attached to your claim. **DO NOT SEND ORIGINALS.** Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. The Parties and the Claims Administrator do not independently have information about your investments in Neustar common stock. The Claims Administrator may also request additional information as needed to efficiently and reliably calculate your losses.

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

*In re Neustar, Inc. Securities Litigation*  
No. 14-CV-00885 JCC TRJ

**PROOF OF CLAIM FORM**

Must be Postmarked or Received No Later Than:  
\_\_\_\_\_, 2015

Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Foreign Province

\_\_\_\_\_  
Foreign Country

\_\_\_\_\_  
Last 4 digits of Social Security Number or  
Employer Identification Number

Check appropriate box:

- |  |                                       |                                 |                                       |
|--|---------------------------------------|---------------------------------|---------------------------------------|
| <input type="checkbox"/> Individual or Sole Proprietor | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Estate |                                       |
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Partnership  | <input type="checkbox"/> Trust  | <input type="checkbox"/> Joint Owners |
| <input type="checkbox"/> IRA                           | <input type="checkbox"/> Other        |                                 |                                       |

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Telephone Number (work)

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Telephone Number (home)

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Facsimile Number

Were your shares held in “street name” (i.e., in the name of a stock broker or other nominee)? If so, that broker or nominee is the Record Owner and you are required to fill in the following line.

\_\_\_\_\_  
 Record Owner’s Name (if different from beneficial owner listed above); e.g., brokerage firm, bank, nominee, etc.

**PART II: SCHEDULE OF TRANSACTIONS IN PUBLICLY TRADED NEUSTAR COMMON STOCK**

- A. Number of shares of publicly traded Neustar common stock held at the beginning of trading on April 19, 2013: \_\_\_\_\_
- B. Purchases or other acquisitions, including by way of exchange, conversion, or otherwise (on or after April 19, 2013 through and including June 6, 2014) of publicly traded Neustar common stock:

	<b>Trade Date Month/Day/Year</b>	<b>Number of Shares Purchased or Acquired</b>	<b>Price Per Share</b>	<b>Total Purchase Price*</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

- C. Sales or other deliveries, including by way of exchange or otherwise (on or after April 19, 2013 through and including June 6, 2014) of publicly traded Neustar common stock:

	<b>Trade Date Month/Day/Year</b>	<b>Number of Shares Sold</b>	<b>Price Per Share</b>	<b>Total Sale Price*</b>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

\* Excluding taxes, fees, and commissions.

- D. Number of shares of publicly traded Neustar common stock held at the close of trading on June 6, 2014: \_\_\_\_\_

If you require additional space, attach extra schedules in the same format as above. Sign and print your name and include your Social Security or employer identification number and full account name on each additional page.

**YOU ARE NOT FINISHED, PLEASE READ THE RELEASE AND SIGN ON PAGE \_\_\_\_\_ BELOW. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.**

**III. SUBMISSION TO THE JURISDICTION OF THE COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim under the terms of the Settlement Agreement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Eastern District of Virginia with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any Final Order and Judgment that may be entered in the Action. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales or holdings of publicly traded Neustar common stock during the Class Period and know of no other Person having done so on my (our) behalf.

**IV. RELEASE**

1. I (We), hereby acknowledge full and complete satisfaction of the Released Claims and that I have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and that I am forever barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties in any court of law or equity, arbitration tribunal, or administrative forum. I understand that the defined terms have the meaning set forth in the accompanying Notice.



2. This release shall be of no force or effect unless and until the Court approves the Settlement Agreement and the Effective Date (as defined in the Settlement Agreement) has occurred.

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

4. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases, acquisitions, and sales and other transactions in publicly traded Neustar common stock during the Class Period and the number of shares held by me (us) at the beginning of trading on April 19, 2013, and at the close of trading on June 6, 2014.

5. I (We) hereby warrant and represent that I am (we are) not excluded from the Settlement Class as defined herein and in the Notice.

**CERTIFICATION**

UNDER THE PENALTY OF PERJURY, I (WE) CERTIFY THAT:

1. The numbers shown on this form are the correct last 4 digits of my (our) SSN, TIN or EIN;
2. I am/we are not subject to backup tax withholding. (If you have been notified by the IRS that you are subject to backup tax withholding, strike out the previous sentence); and
3. The foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_, \_\_\_\_\_.  
(Month / Year) (City) (State / Country)

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

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

---

(Capacity of person(s) signing, *e.g.*, Beneficial Purchaser, Executor or Administrator)

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

Reminder Checklist:

1. Please sign the above release and certification. If this claim is being made on behalf of joint claimants, both must sign.
2. Remember to attach supporting documentation. Do not highlight the Proof of Claim form or supporting documentation.
3. Do not send original stock certificates or other original documentation; please send only copies. These items cannot be returned to you by the Claims Administrator.
4. Keep a copy of your Proof of Claim form for your records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 60 days. **Your claim is not deemed by the Claims Administrator to be submitted unless you receive an acknowledgement postcard.** If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator. Also, you can submit your claim using a service that provides you with proof of mailing, such as: registered or certified mail, return receipt requested; express mail that does not waive signature; or courier service.
6. If you move and/or change your name, please inform the Claims Administrator of your new address and/or name.

**THIS PROOF OF CLAIM FORM MUST BE POSTMARKED OR RECEIVED NO  
LATER THAN \_\_\_\_\_, 2015, AND MUST BE MAILED TO:**

IN RE NEUSTAR, INC. SECURITIES LITIGATION  
c/o A.B. DATA, LTD.  
P.O. BOX 170500  
MILWAUKEE, WI 53217-8091  
866-893-1052  
[www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com)

# **Exhibit A-3**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

IN RE NEUSTAR, INC. SECURITIES  
LITIGATION

Case No. 14-CV-00885 JCC TRJ

**SUMMARY NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED  
SETTLEMENT, AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

**TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR OTHERWISE  
ACQUIRED PUBLICLY TRADED COMMON STOCK OF NEUSTAR, INC.  
("NEUSTAR") BETWEEN APRIL 19, 2013 AND JUNE 6, 2014, INCLUSIVE  
(THE "CLASS PERIOD")**

**YOU ARE HEREBY NOTIFIED**, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that the Indiana Public Retirement System ("Lead Plaintiff"), on behalf of itself and the Settlement Class, on the one hand, and Neustar, Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards (collectively, "Defendants"), on the other hand, have reached a proposed Settlement in the above-captioned action (the "Action") in the amount of \$2,625,000 in cash, plus any accrued interest (the "Settlement Fund") that, if approved, will resolve all claims in the Action.

A hearing will be held before the Honorable James C. Cacheris of the United States District Court for the Eastern District of Virginia, at the Albert V. Bryan U.S. Courthouse, 401 Courthouse Square, Alexandria, VA 22314 at \_\_:\_\_.m. on \_\_\_\_\_, 2015 to determine, among other things, whether (1) the proposed Settlement should be approved by the Court as fair, reasonable, and adequate; (2) this Action should be dismissed with prejudice as set forth in the Stipulation and Agreement of Settlement, dated as of July 28, 2015; (3) the proposed Plan of Allocation for distribution of the Net Settlement Fund should be approved as fair and reasonable; and (4) the application of Lead Counsel for an award of attorneys' fees and payment

of litigation expenses should be approved. The Court may change the date of the hearing without providing another notice. You do NOT need to attend the Settlement Hearing in order to receive a distribution from the Net Settlement Fund.

**IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE PROPOSED SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND.** If you have not yet received the full Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of Claim and Release form ("Proof of Claim"), you may obtain copies of these documents by contacting the Claims Administrator or visiting its website:

*In re Neustar, Inc. Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 170500  
Milwaukee, WI 53217-8091  
866-893-1052  
[www.NeustarSecuritiesSettlement.com](http://www.NeustarSecuritiesSettlement.com)

Inquiries, other than requests for the aforementioned documents or for information about the status of a claim, may also be made to Lead Counsel:

LABATON SUCHAROW LLP  
David J. Goldsmith, Esq.  
140 Broadway  
New York, NY 10005  
888-219-6877  
[www.labaton.com](http://www.labaton.com)  
[settlementquestions@labaton.com](mailto:settlementquestions@labaton.com)

If you are a Settlement Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim *postmarked or received no later than* \_\_\_\_\_, **2015**. If you are a Settlement Class Member and do not timely submit a valid Proof of Claim, you will not be eligible to share in the distribution of the Net Settlement Fund,

but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

To exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice such that it is *received no later than* \_\_\_\_\_, **2015**. If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you will be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Settlement, Plan of Allocation, and/or application for attorneys' fees and payment of expenses must be mailed to counsel for the Parties in accordance with the instructions set forth in the Notice, such that they are *received no later than* \_\_\_\_\_, **2015** and filed with the Court *no later than* \_\_\_\_\_, **2015**.

**PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE. ALL QUESTIONS ABOUT THIS NOTICE, THE PROPOSED SETTLEMENT, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE SETTLEMENT SHOULD BE DIRECTED TO LEAD COUNSEL AT THE ADDRESS LISTED ABOVE.**

DATED: \_\_\_\_\_, 2015

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE EASTERN  
DISTRICT OF VIRGINIA

# **Exhibit B**



IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

IN RE NEUSTAR, INC. SECURITIES  
LITIGATION

Case No. 14-CV-00885 JCC TRJ

**[PROPOSED] FINAL ORDER AND JUDGMENT**

WHEREAS:

A. By order dated May 28, 2015, the United States Court of Appeals for the Fourth Circuit remanded the appeal of the above-captioned action (the “Action”) to this Court for the limited purpose of considering whether the parties should be granted relief from this Court’s order dismissing the Action, entered January 27, 2015, pursuant to Fed. R. Civ. P. 60(b)(6), in view of an agreement-in-principle to settle the Action;

B. As of July 28, 2015, the Indiana Public Retirement System (“Lead Plaintiff”), on behalf of itself and the proposed Settlement Class, on the one hand, and Neustar, Inc. (“Neustar”), Lisa A. Hook, Paul S. Lalljie, and Steven J. Edwards (the “Individual Defendants” and, together with Neustar, “Defendants”), on the other hand, entered into a Stipulation and Agreement of Settlement (the “Settlement Agreement”) in the Action;

C. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered \_\_\_\_\_, 2015 (the “Preliminary Approval Order”), the Court scheduled a hearing for \_\_\_\_\_, 2015, at \_\_\_\_:\_\_\_\_.m. (the “Settlement Hearing”) to, among other things: (i) determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and

adequate, and should be approved by the Court; and (ii) determine whether a judgment as provided for in the Settlement Agreement should be entered;

D. The Court ordered that the Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of Claim and Release form ("Proof of Claim"), substantially in the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid, on or before ten (10) business days after the date of entry of the Preliminary Approval Order ("Notice Date") to all potential Settlement Class Members who could be identified through reasonable effort, and that a Summary Notice of Pendency of Class Action, Proposed Settlement, and Motion for Attorneys' Fees and Expenses (the "Summary Notice"), substantially in the form attached to the Preliminary Approval Order as Exhibit 3, be published in *Investor's Business Daily* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date;

E. The Notice and the Summary Notice advised potential Settlement Class Members of the date, time, place, and purpose of the Settlement Hearing. The Notice further advised that any objections to the Settlement were required to be filed with the Court and served on counsel for the Parties such that they were received by \_\_\_\_\_, 2015;

F. The provisions of the Preliminary Approval Order as to notice were complied with;

G. On \_\_\_\_\_, 2015, Lead Plaintiff moved for final approval of the Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was duly held before this Court on \_\_\_\_\_, 2015, at which time all interested Persons were afforded the opportunity to be heard; and

H. This Court has duly considered Lead Plaintiff's motion, the affidavits, declarations, memoranda of law submitted in support thereof, the Settlement Agreement, and all of the submissions and arguments presented with respect to the proposed Settlement;

NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates and makes a part hereof: (i) the Settlement Agreement filed with the Court on \_\_\_\_\_, 2015; and (ii) the Notice, which was filed with the Court on \_\_\_\_\_, 2015. Capitalized terms not defined in this Judgment shall have the meaning set forth in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.

3. The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of: all Persons who purchased or otherwise acquired the publicly traded common stock of Neustar between April 19, 2013 and June 6, 2014, inclusive, and who were damaged thereby. Excluded from the Settlement Class are: (i) Defendants; (ii) present and former executive officers of Neustar; (iii) members of Neustar's Board of Directors, (iv) Immediate Family Members of any of the foregoing individuals; (v) the legal representatives, heirs, successors or assigns of any of the foregoing individuals and entities; (vi) any entity in which Defendants have or had a controlling interest; and (vii) any affiliate of Neustar. Also excluded from the Settlement Class are those Persons who have timely and validly sought exclusion from the Settlement Class and are listed on the annexed Exhibit A as having submitted an exclusion request allowed by the Court.

4. Pursuant to Fed. R. Civ. P. 23, and for purposes of the Settlement only, the Court hereby re-affirms its determinations in the Preliminary Approval Order and finally certifies Lead Plaintiff Indiana Public Retirement System as Class Representative for the Settlement Class; and finally appoints the law firm of Labaton Sucharow LLP as Class Counsel for the Settlement Class and the law firm of Cohen Milstein Sellers & Toll PLLC as Liaison Counsel for the Settlement Class.

5. The Court finds that the mailing and publication of the Notice, Summary Notice, and Proof of Claim: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of the effect of the Settlement, of the proposed Plan of Allocation, of Lead Counsel's request for an award of attorney's fees and payment of litigation expenses incurred in connection with the prosecution of the Action, of Settlement Class Members' right to object or seek exclusion from the Settlement Class, and of their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA").

6. [There have been no objections to the Settlement.]

7. In light of the benefits to the Settlement Class, the complexity, expense and possible duration of further litigation against Defendants, the risks of establishing liability and damages, and the costs of continued litigation, the Court hereby modifies its prior order of dismissal, entered January 27, 2015, pursuant to Fed. R. Civ. P. 60(b)(6) and fully and finally

approves the Settlement as set forth in the Settlement Agreement in all respects, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of Lead Plaintiff and the Settlement Class. This Court further finds the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of Lead Plaintiff, the Settlement Class, and Defendants. The Settlement shall be consummated in accordance with the terms and provisions of the Settlement Agreement.

8. The Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws, filed on November 6, 2014, is dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise provided in the Settlement Agreement.

9. The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

10. Upon the Effective Date, Lead Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective parents, subsidiaries, affiliates, heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Claims against any and all of the Released Defendant Parties, whether or not such Settlement Class Member or Class Representative executes and delivers the Proof of Claim or shares in the Settlement Fund, and all Settlement Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined

from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Defendant Parties.

11. Upon the Effective Date, Defendants, on behalf of themselves and each of their respective parents, subsidiaries, affiliates, heirs, executors, trustees, administrators, predecessors, successors, and assigns, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

12. Each Settlement Class Member, whether or not such Settlement Class Member executes and delivers a Proof of Claim, is bound by this Judgment, including, without limitation, the release of claims as set forth in the Settlement Agreement.

13. This Judgment and the Settlement Agreement, whether or not consummated, and any discussions, negotiations, proceedings or agreements relating to the Settlement Agreement, the Settlement, and any matters arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of Defendants, Lead Plaintiff, or Settlement Class Members for any purpose other than in an action to enforce the terms thereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Lead Plaintiff and the Settlement Class, or the validity of any claim that has been or could

have been asserted in the Action or in any litigation, including but not limited to the Released Claims, or of any liability, damages, negligence, fault or wrongdoing of Defendants or any Person whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of Defendants as evidence of a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Lead Plaintiff or any other Member of the Settlement Class, as evidence of any infirmity in the claims of Lead Plaintiff, or the other Members of the Settlement Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Lead Plaintiff, any other Member of the Settlement Class, or their respective counsel, as evidence of a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants, Lead Plaintiff, other Members of the Settlement Class, or their respective counsel, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Settlement Agreement;

(d) do not constitute, and shall not be construed against Defendants, Lead Plaintiff, or any other Member of the Settlement Class, as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Lead Plaintiff or any other Member of the

Settlement Class that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

14. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

15. In the event that the Settlement does not become effective in accordance with the terms of the Settlement Agreement, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement.

16. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.

17. The Parties are hereby directed to consummate the Settlement Agreement and to perform its terms.

18. A separate order shall be entered regarding Lead Counsel's application for attorneys' fees and payment of expenses as allowed by the Court. A separate order shall be entered regarding the proposed Plan of Allocation for the Net Settlement Fund. Such orders shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

19. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv)



hearing and determining applications for attorneys' fees, costs, interest and payment of expenses in the Action; (v) all Parties for the purpose of construing, enforcing and administering the Settlement and this Judgment; and (vi) other matters related or ancillary to the foregoing. There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

Dated: \_\_\_\_\_, 2015

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HON. JAMES C. CACHERIS  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**