

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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IN RE CELESTICA INC. SEC. LITIG.

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: Civil Action No.: 07-CV-00312-GBD  
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: (ECF CASE)  
:  
: Hon. George B. Daniels  
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x

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This stipulation and agreement of settlement (the “Stipulation”) is made and entered into by and between New Orleans Employees’ Retirement System (“New Orleans”) and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund (“DALI”) (collectively, “Class Representatives”) on behalf of themselves, Lead Plaintiffs (defined below), and the Class (defined below), on the one hand, and Celestica Inc. (“Celestica” or the “Company”), Stephen W. Delaney (“Delaney”), and Anthony P. Puppi (“Puppi”) (collectively, “Defendants”), on the other hand.

**WHEREAS:**

- A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms as set forth herein and in ¶ 1 hereof entitled “Definitions.”
- B. Beginning in January of 2007, five securities class action complaints were filed in the U.S. District Court for the Southern District of New York (the “Court”) on behalf of purchasers and acquirers of Celestica common stock.
- C. On October 11, 2007, the Court entered an Order (i) consolidating the related securities actions; (ii) appointing DALI, New Orleans, Millwright Regional Council of Ontario Pension Trust Fund (“Millwright”), Carpenters Local 27 Benefit Trust Funds (“Carpenters Local

27”) as lead plaintiffs (collectively “Lead Plaintiffs”); and (iii) appointing Labaton Sucharow & Rudoff LLP (n/k/a Labaton Sucharow LLP) lead counsel to represent the putative class.

D. The operative complaint in the Action is the Consolidated Class Action Complaint filed on November 21, 2007 (the “Complaint”). (ECF No. 37.) The Complaint was brought against Celestica, Delaney, Puppi, as well as Onex Corporation (“Onex”) and Gerald W. Schwartz (“Schwartz”). 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, on behalf of a class of all persons and entities who purchased or otherwise acquired Celestica common stock from January 27, 2005 through January 30, 2007, inclusive, and who were damaged thereby. The claims relate to Defendants’ alleged false and misleading statements concerning Celestica’s financial condition; the adequacy of Celestica’s internal financial and reporting controls; and the success and status of Celestica’s operational restructuring in the Company’s Mexico facilities.

E. On March 14, 2008, Defendants filed motions to dismiss the Complaint, which Lead Plaintiffs opposed on May 9, 2008. On June 20, 2009, Defendants filed reply briefs in further support of their respective motions to dismiss. On August 7, 2008, the Court heard oral argument on Defendants’ motions to dismiss the Complaint. On October 14, 2010, the Court granted Defendants’ motions to dismiss in their entirety on the ground that Lead Plaintiffs failed to adequately allege scienter.

F. On November 15, 2010, Lead Plaintiffs filed a notice of appeal of the Court’s dismissal order as to Defendants Celestica, Delaney, and Puppi, with the United States Court of Appeals for the Second Circuit (“Court of Appeals”). Lead Plaintiffs did not appeal the Court’s

dismissal of claims against Onex and Schwartz. On December 20, 2011, the Court of Appeals heard oral argument.

G. By order entered December 29, 2011, the Court of Appeals reversed the Court's order granting the motions to dismiss and remanded the action for further proceedings consistent with the order.

H. Following remand, on March 12, 2012, Defendants Celestica, Delaney, and Puppi filed an Answer to the Complaint. (ECF No. 78.)

I. On June 28, 2013, Lead Plaintiffs moved for class certification of a class that included all persons and entities that purchased or acquired Celestica common stock registered and listed on the New York Stock Exchange during the period between January 27, 2005 and January 30, 2007, inclusive. (ECF No. 121.) Defendants opposed the motion on the basis, among others, that the proposed class would include purchasers on the Toronto Stock Exchange ("TSX") in contravention of *Morrison v. National Australia Bank Ltd.*, 561 U.S. 247 (2010). (ECF Nos. 125-26.)

J. On November 13, 2013, Defendants moved for summary judgment, seeking dismissal of the Complaint. (ECF Nos. 139-40, 142-43.) Also on November 13, 2013, Lead Plaintiffs moved for partial summary judgment with respect to three elements of Lead Plaintiffs' securities fraud claim for which Lead Plaintiffs alleged there was no genuine issue in dispute. (ECF Nos. 137-38, 141.)

K. On February 20, 2014, the Court held oral argument regarding both summary judgment and class certification. On February 21, 2014, the Court denied class certification as to foreign persons or entities who purchased Celestica common stock on the TSX and did not reach a ruling regarding shareholders who purchased on a domestic exchange. The February 21, 2014

ruling dismissed Lead Plaintiffs Millwright and Carpenters from the Action since they did not purchase on a United States stock exchange. (ECF No. 172.)

L. On March 7, 2014, Lead Plaintiffs filed a petition in the Court of Appeals pursuant to Rule 23(f) of the Federal Rules of Civil Procedure seeking leave to appeal the Court's ruling on class certification with regard to whether the class should include persons or entities who purchased Celestica common stock on the TSX, where the common stock at issue is registered with the U.S. Securities Exchange Commission and also listed and traded on the New York Stock Exchange. On March 20, 2014, Defendants opposed that petition. On May 9, 2014, the Court of Appeals denied Lead Plaintiffs' petition.

M. On April 23, 2014, Lead Plaintiffs DALI and New Orleans renewed their class certification motion to include as class members only those persons or entities that purchased or acquired Celestica common stock in the United States. (ECF No. 184.) In this motion, Millwright and Carpenters were removed as proposed class representatives.

N. On August 20, 2014, the Court entered a Memorandum Decision and Order regarding the summary judgment and class certification motions. (ECF No. 222.) The Court denied Defendants' summary judgment motion in its entirety. The Court granted Lead Plaintiffs' partial summary judgment motion on the issue of class-wide reliance and denied the motion on the issues of materiality and loss causation. Regarding class certification, the Court granted the motion, appointed New Orleans and DALI as Class Representatives, and appointed Labaton Sucharow as Class Counsel.

O. Counsel for the Parties have completed extensive class, fact, and expert discovery, which has included more than 28 fact depositions, five expert depositions, and the production and review of more than one million pages of documents. In addition, the Parties served five

expert reports addressing the areas of damages, electronic manufacturing services, accounting practices and internal controls.

P. Trial of the Action was scheduled by the Court to begin on April 20, 2015. Accordingly, the Parties had begun the process of pre-trial preparations when the agreement-in-principle to settle the Action was reached. For example, Class Representatives filed two motions *in limine* with the Court and a Joint Pretrial Order was in the process of being prepared.

Q. Between November 2013 and February 2015, the Parties engaged in various efforts to settle the Action, including face-to-face meetings and numerous other communications among counsel. The Parties engaged former federal district court Judge Layn R. Phillips (“Judge Phillips”), a highly experienced mediator, to assist them in exploring a potential negotiated resolution of the claims against Defendants. On November 3-4, 2014, counsel for Class Representatives and representatives of Defendants met with Judge Phillips in an attempt to reach a settlement. The mediation involved an extended effort to settle the claims and was preceded by the exchange of mediation statements and reply mediation statements. The November 2014 mediation session did not result in a settlement of the Action.

R. The Parties resumed settlement discussions thereafter and continued to participate in arm’s-length mediated settlement discussions with the assistance of Judge Phillips. On February 24, 2015, the Parties’ arm’s-length negotiations, facilitated by Judge Phillips, resulted in an agreement-in-principle between Class Representatives and Defendants to settle this Action.

S. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Defendants have denied and continue to deny each and every one of the claims

alleged by Class Representatives in the Action on behalf of the Class, including all claims in the Complaint.

T. This Stipulation, 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.

U. Class Representatives believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims asserted. However, Class Representatives and Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals. Class Representatives and Class 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. Class Counsel also are mindful of the inherent problems of proof and the possible defenses to the claims alleged in the Action. Based on their evaluation, Class Representatives and Class Counsel believe that the Settlement set forth in this Stipulation confers substantial monetary benefits upon the Class and is in the best interests of Class Representatives and the Class.

**NOW THEREFORE**, without any concession by Class Representatives that the Action lacks merit, and without any concession by the Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the

parties to this Stipulation (“Parties”), through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) 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 Stipulation, 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 Celestica Inc. Securities Litigation*, No. 07-CV-00312-GBD, pending in the United States District Court for the Southern District of New York before the Honorable George B. Daniels.

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

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

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

(e) “Class” or “Class Member” means all Persons who purchased or acquired Celestica common stock on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive, and who were damaged thereby. Excluded from the Class are: (i) the current or former Defendants; (b) members of the immediate families of the current or former Individual Defendants; (iii) all subsidiaries and affiliates of the current or former Defendants; (iv) any person or entity who was a partner, executive officer, director, or controlling person of Celestica; (v) all entities in which any current or former Defendant has or had a controlling interest; (vi) the current or former Defendants’ directors’ and officers’ liability insurance carriers, and all affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded party. Also excluded from the Class will be any person who timely and validly seeks exclusion from the Class.

(f) “Class Counsel” means Labaton Sucharow LLP.

(g) “Class Period” means the period between January 27, 2005 and January 30, 2007, inclusive.

(h) “Class Representatives” mean Drywall Acoustic Lathing and Insulation Local 675 Pension Fund and New Orleans Employees’ Retirement System.

(i) “Defendants” means Celestica Inc., Stephen W. Delaney, and Anthony P. Puppi.

(j) “Defendants’ Counsel” means the law firm of Kaye Scholer LLP.

(k) “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.

(l) “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶ 38 below.

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

(n) “Escrow Agent” means Class Counsel.

(o) “Fee and Expense Application” means Class Counsel’s application, on behalf of Plaintiffs’ Counsel, for an award of attorneys’ fees and payment of litigation expenses incurred in prosecuting the case, including any expenses pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995 (“PSLRA”).

(p) “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.

(q) "Former Defendants" means Onex and Schwartz.

(r) "Individual Defendants" means Stephen W. Delaney and Anthony P. Puppi.

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

(t) "Lead Plaintiffs" means Drywall Acoustic Lathing and Insulation Local 675 Pension Fund, New Orleans Employees' Retirement System, Millwright Regional Council of Ontario Pension Trust Fund, and Carpenters' Local 27 Benefit Trust Funds.

(u) "Mediator" means Layn R. Phillips.

(v) "Net Settlement Fund" means the Settlement Fund less: (i) Court-awarded attorneys' fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; and (iv) any other fees or expenses approved by the Court.

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

(x) "Notice and Administration Expenses" means all costs, fees, and expenses incurred in connection with providing notice to the 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 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.

(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) “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.

(aa) “Plaintiffs’ Counsel” means Labaton Sucharow LLP and Bleichmar Fonti Tountas & Auld LLP.

(bb) “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.

(cc) “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.

(dd) “Released Claims” means any and all claims and causes of action of every nature and description, 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 Plaintiffs or any other 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 from both (a) the purchase or acquisition of Celestica common stock by a Class Member 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 and (ii) claims by class members or putative class members, including any of the Lead Plaintiffs (as defined herein), in the actions entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc., et al.*, Court File No. 11-CV-424069-00CP, Ontario Superior Court of Justice, *Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, Ontario Superior Court of Justice, and *Nabil Berzi v. Celestica Inc., et al.*, Court File No. CV-08-361468-00CP, Ontario Superior Court of Justice, who acquired Celestica common stock either by a primary distribution in Canada or on the Toronto Stock Exchange or other secondary market in Canada between January 27, 2005 through January 30, 2007, inclusive, and held some or all of those shares at the close of trading on the Toronto Stock Exchange on January 30, 2007.

(ee) “Released Defendants Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common or foreign law, or any other 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, except for claims relating to the enforcement of the Settlement.

(ff) “Released Defendant Parties” means Defendants, Defendants’ Counsel, Former Defendants, and each of their respective past or present subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants or Schwartz, as well as any trust of which any Individual Defendant or Schwartz is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant or Former Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants or Former Defendants.

(gg) “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

(hh) “Released Plaintiff Parties” means each and every Class Member, Class Representatives, Lead Plaintiffs, Plaintiffs’ Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, and limited liability companies; and the spouses, members of the immediate families, 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 Class.

(ii) “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

(jj) “Settlement Amount” means the total principal amount of thirty million U.S. dollars (\$30,000,000) in cash.

(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) “Stipulation” means this Stipulation and Agreement of Settlement.

(nn) “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.

(oo) “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).

(pp) “Unknown Claims” means any and all Released Claims that any Class Representative or any other 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

Class. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each other 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 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.**

Class Representatives, other 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 Class Representatives and Defendants shall expressly, fully, finally, and forever settle and release, and each 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, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and other 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 was separately bargained for and was a material element of the Settlement.

## **SCOPE AND EFFECT OF SETTLEMENT**

2. The obligations incurred pursuant to this Stipulation 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. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Class Representatives, Lead Plaintiffs, and each and every other Class Member on behalf of themselves and each of their respective 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.

4. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Defendants, on behalf of themselves and each of their respective 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**

5. In full settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in ¶¶ 3-4, above, all of which the Parties agree are good and valuable consideration, Defendants shall pay, or cause to be paid, the Settlement Amount

into the Escrow Account within fifteen (15) business days after both (i) entry of the Preliminary Approval Order and (ii) Class Counsel provides to Phillip A. Geraci of Kaye Scholer LLP information necessary to effectuate a transfer of funds to the Escrow Account, including but not limited to, wire transfer instructions, payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number.

6. With the sole exception of Defendants' obligation to secure payment of the Settlement Amount into the Escrow Account as provided for in ¶ 5 and Celestica's obligation pursuant to ¶ 36, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class 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.

7. Other than the obligation of Defendants to cause the payment of the Settlement Amount pursuant to ¶ 5, Defendants shall have no obligation to make any other payments into the Escrow Account or to any Class Member pursuant to this Stipulation.

#### **USE AND TAX TREATMENT OF SETTLEMENT FUND**

8. 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 costs and expenses allowed by the PSLRA and awarded to Class Representatives

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

9. 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 Stipulation, and/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. Defendants and Defendants’ Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

10. 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, Class Counsel shall timely make, or cause to be made, such elections as necessary or advisable to carry out the provisions of this paragraph 10, 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 Class 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 Class 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 10.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Defendants’ Counsel 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 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 Class Counsel out of the Settlement Fund without prior order from the Court or approval by Defendants, and Class

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 Class Counsel, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph 10.

11. 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**

12. Class Counsel, on behalf of Plaintiffs' 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.

13. 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 Class 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.

14. Any payment of attorneys' fees and expenses pursuant to ¶¶ 12-13 above shall be subject to Class 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 Stipulation 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. Class 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.

15. Class Counsel agrees that it is subject to the jurisdiction of the Court for the purpose of enforcing the provisions of ¶¶ 12-14 above, and agrees without limitation that the Court may, upon application and notice, summarily issue orders against it should Class Counsel fail to timely repay fees, expenses, and interest earned thereon pursuant to ¶¶ 12-14 above.

16. With the sole exception of Defendants' obligation to pay the Settlement Amount into the Escrow Account as provided for in ¶ 5, Defendants shall have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Plaintiffs' Counsel in the Action that may occur at any time.

17. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or expenses among Plaintiffs' 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 shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of 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 Stipulation, and are separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, 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 Class Counsel, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment or Alternative Judgment approving the Stipulation 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 Stipulation. Class Representatives and Class Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with ¶ 39 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, Class Counsel may expend up to \$ 500,000 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. Class 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 of the Net Settlement Fund to Authorized Claimants.

23. The Claims Administrator shall administer the Settlement under Class Counsel's supervision in accordance with the terms of this Stipulation and subject to the jurisdiction of the Court. Defendants and Defendants' Counsel shall have no responsibility for (except as stated in ¶¶ 5 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 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 Stipulation and it is not a condition of this Stipulation that any particular plan of allocation be approved by the Court. Class Representatives and Class Counsel may not cancel or terminate the Stipulation or the Settlement in accordance with ¶ 39 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 Defendants' Counsel shall have no responsibility or

liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

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, Class 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 attorneys' fees and expenses, shall be contributed to non-sectarian, not-for-profit charitable organization(s) serving the public interest, designated by Class Representatives and approved by the Court.

#### **ADMINISTRATION OF THE SETTLEMENT**

27. Any 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 Stipulation 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 barred from bringing any action against the Released Defendant Parties concerning the Released Claims.

28. Class Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Class Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Class Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted. Defendants and Defendants' Counsel 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 Class Members. Class 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 Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each 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 Class 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 Class Counsel in its discretion or by Order of the Court. Any 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 Stipulation (unless, by Order of the Court or the discretion of Class Counsel, late-filed Proofs of Claim are accepted), but shall in all other respects be bound by all of the terms of this Stipulation 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 Class Counsel, who shall determine in accordance with this Stipulation 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 Class 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, Class 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 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 Class Members. All 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 Stipulation 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 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 Stipulation 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' Counsel 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 Class Representatives, Lead Plaintiffs, Plaintiffs' Counsel, or the Claims Administrator, or other agent designated by Class Counsel, based on the distributions made substantially in accordance with this Stipulation 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 Stipulation and promptly upon execution of this Stipulation, and no later than thirty (30) calendar days after the execution of the Stipulation, Class 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 Class.

36. Celestica shall provide, or cause to be provided, to Class Counsel or the Claims Administrator, at no cost to Class Representatives or the 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 Celestica on a United States stock exchange during the Class Period.

### **TERMS OF THE JUDGMENT**

37. If the Settlement contemplated by this Stipulation is approved by the Court, Class 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**

38. 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 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.

### **WAIVER OR TERMINATION**

39. Defendants and Class Representatives shall have the right to terminate the Settlement and this Stipulation 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 Stipulation 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, or the Supreme Court of the United States. For the avoidance of doubt, Class Representatives 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.

40. In addition to the foregoing, Defendants shall also have the right to withdraw from the Settlement in the event the Termination Threshold (defined below) has been reached.

(a) Simultaneously herewith, Defendants' Counsel and Class Counsel are executing a confidential Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement"). The Supplemental Agreement sets forth certain conditions under which Defendants shall have the option, which must be exercised unanimously, to terminate the Settlement and render this Stipulation 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 ordered 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 or under seal. In the event of a termination of this Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶ 45-46 which shall continue to apply.

41. 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, Class 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 email.

42. In addition to all of the rights and remedies that Class Representatives have under the terms of this Stipulation, Class Representatives 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 ¶ 5 above, by providing written notice of the election to terminate to all other Parties and, thereafter, there is a failure to pay the Settlement Amount within fourteen (14) calendar days of 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 Class Representatives, 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 Class Representatives and the members of the Class shall be restored to their litigation positions immediately prior to February 24, 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 Stipulation and Settlement arises under any of ¶¶ 39-43 above: (i) neither Defendants nor Class Representatives (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 Class Representatives, 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 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 immediately prior February 24, 2015; and, except as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation and any related order had not been entered. In such event, this Stipulation, and any aspect of the discussions or negotiations leading to this Stipulation shall not be admissible in this Action and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Class Representatives, 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 Class 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 Celestica stock was artificially inflated by reason of any alleged misrepresentations, omissions, otherwise; that either Lead Plaintiffs, Class Representatives, or the Class Members have suffered any or all damages alleged in the Complaint; or that the alleged harm suffered by Lead Plaintiffs, the Class Representatives, or the 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 Stipulation.

49. Except as set forth in ¶ 50 below, this Stipulation, whether or not consummated, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, 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 Class Representatives, Lead Plaintiffs, and the 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 or entity 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 Class Representatives, Lead Plaintiffs, or any other member of the Class as evidence of any infirmity in the claims of Class Representatives, Lead Plaintiffs, or the other members of the Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Class Representatives, Lead Plaintiffs, any other member of the 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, Class Representatives, Lead Plaintiffs, other members of the 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 Stipulation;

(d) do not constitute, and shall not be construed against Defendants, Class Representatives, Lead Plaintiffs, or any other member of the 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 Class Representatives, Lead Plaintiffs, or any other member of the 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 Stipulation 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 Stipulation and/or the Judgment or Alternative Judgment in any action that may be brought to enforce the terms of this Stipulation 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 the Stipulation, except any plan of allocation to the extent incorporated in those exhibits, 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 Stipulation, along with its exhibits and the Supplemental 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 Stipulation 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 Stipulation.

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

57. This Stipulation, its exhibits, and the Supplemental Agreement 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 Stipulation and its exhibits other than those contained and memorialized in such documents.

58. Nothing in the Stipulation, 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 Stipulation.

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 Stipulation.

61. This Stipulation 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 Stipulation shall be binding when signed, but the Settlement shall be effective upon the entry of the Judgment or Alternative Judgment and the payment in full of the Settlement Amount, subject only to the condition that the Effective Date will have occurred.

63. This Stipulation 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 Stipulation, and all documents necessary to effectuate it, shall be governed by the laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

65. This Stipulation 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 Stipulation.

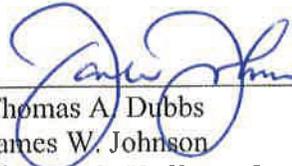
66. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement document, warrant and represent that they have the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant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

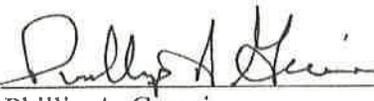
IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of April 17, 2015.

By:   
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James W. Johnson  
Thomas G. Hoffman, Jr.  
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*Counsel for Defendants Celestica Inc., Stephen W. Delaney, and Anthony P. Puppi*

# **Exhibit A**



Period”) and who were damaged thereby. Excluded from the Class are: (i) the current or former Defendants; (ii) members of the immediate families of the current or former Individual Defendants; (iii) all subsidiaries and affiliates of the current or former Defendants; (iv) any person or entity who was a partner, executive officer, director, or controlling person of Celestica; (v) all entities in which any current or former Defendant has or had a controlling interest; (vi) the current or former Defendants’ directors’ and officers’ liability insurance carriers, and all affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded party.

WHEREAS, the Court has reviewed and considered the Stipulation and the accompanying exhibits;

WHEREAS, the Parties to the Stipulation have consented to the entry of this order; and

WHEREAS, all capitalized terms used in this order that are not otherwise defined herein have the meanings defined in the Stipulation;

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

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

2. **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 Stipulation 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 Stipulation should be entered and whether the releases set forth in the Stipulation should be provided to the Parties; (iii) 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 Class Counsel for an award of attorneys' fees and payment of expenses (which may include an application for an award of reasonable costs and expenses pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA"), 15 U.S.C. §78u-4(a)(4)) should be approved; and (v) to consider any other matters that may properly be brought before the Court in connection with the Settlement.

3. 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 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.

4. **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.

5. The Court approves the retention of The Garden City Group, LLC 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 then (10) business days after entry of this Preliminary Approval Order ("Notice Date"), to all Class Members who can be identified with reasonable effort. Celestica, to the extent it has not already done so, shall use its best efforts to obtain and provide to Class 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 acquired the common stock of Celestica on a United States stock exchange during the Class Period.

6. 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 Celestica common stock on a United States stock exchange 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 are also required to promptly send a statement to the Claims Administrator confirming that the mailing was made as directed. 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 shall 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.

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

8. 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 Class Counsel shall cause the Summary Notice to be published in *The Wall Street Journal* and be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Class Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

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

10. **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 Stipulation, each 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 120 calendar days after the Notice Date. Such deadline may be further extended by Court order or by Class 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 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 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 Class 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 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 Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted.

11. **Appearance**. Any 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

Class Member does not enter an appearance, he, she, or it will be represented in the Action by Class Counsel.

12. **Exclusions.** Under the terms of the Stipulation, any Person that otherwise qualifies as a 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, are excluded from the Class.

13. 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 Class in a timely and proper manner as hereinafter provided. A putative 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 Class in *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312 (S.D.N.Y.);” (iii) state the number of shares of Celestica common stock purchased, acquired, and/or sold on a United States stock exchange 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 or entity 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.

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

15. **Objections.** The Court will consider any Class Member's objection to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application only if such 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 Class Counsel: Thomas A. Dubbs and James W. Johnson, Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; and Defendants' Counsel: Phillip A. Geraci and Jeffrey A. Fuisz, Kaye Scholer LLP, 250 West 55th Street, New York, NY 10019, and has filed said objections and supporting papers with the Clerk of the Court, United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007. Any 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. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

16. **Stay**. Pending final determination of whether the Settlement should be approved, Class Representatives, Lead Plaintiffs, all 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.

17. **Settlement Administration Expenses**. As provided in the Stipulation, prior to the Effective Date, Class Counsel may pay the Claims Administrator a portion of the reasonable fees and costs associated with giving notice to the 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.

18. **Supporting Papers**. All papers in support of the Settlement, Plan of Allocation, and Class 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.

19. **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 Stipulation is approved. No person who is not a Class Member or Class 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 Stipulation.

20. 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 Stipulation and/or further order of the Court.

21. **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.

22. **Termination.** If the Settlement fails to become effective as defined in the Stipulation or is terminated, then, in any such event, the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, 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 or entity against the Parties, and the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of February 24, 2015.

23. **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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Honorable George B. Daniels  
UNITED STATES DISTRICT JUDGE

## **Exhibit A-1**



- The Settlement resolves claims by New Orleans Employees’ Retirement System (“New Orleans”) and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund (“DALI”) (collectively, “Class Representatives”) that have been asserted on behalf of Lead Plaintiffs (defined below) and the Class against Celestica Inc. (“Celestica”), Stephen W. Delaney (“Delaney”), and Anthony P. Puppi (“Puppi”) (collectively, “Defendants”); avoids the costs and risks of continuing the litigation; pays money to investors like you; and releases the Released Defendant Parties (defined below) from liability.
- 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 only way to get a payment. <i>See</i> Section D for details.
<b>EXCLUDE YOURSELF BY _____, 2015</b>	Get no payment. This is the only option that, assuming your claim is timely brought, might enable you to ever bring or be part of any <u>other</u> lawsuit about the Released Claims (defined below) against Defendants and the other Released Defendant Parties. <i>See</i> Section E for details.
<b>OBJECT BY _____, 2015</b>	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation, and/or the request for attorneys’ fees and expenses. You will still be a member of the Class (defined below). <i>See</i> Section G for details.
<b>GO TO A HEARING ON _____, 2015</b>	Ask to speak in Court about the Settlement at the Settlement Hearing.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

## SUMMARY OF THIS NOTICE

### **(a) Statement of Plaintiffs' Recovery**

Pursuant to this proposed Settlement, a Settlement Fund consisting of \$30 million in cash, including any accrued interest, has been established. Based on Class Representatives' consulting expert's estimate of the number of shares of common stock entitled to participate in the Settlement, and assuming that all such shares entitled to participate do so, Class Representatives' consulting expert estimates that the average recovery per allegedly damaged share of Celestica common stock would be approximately \$0.27 per share, before deduction of Court-approved expenses, such as attorneys' fees and expenses and administrative costs, and approximately \$0.17 per share after the deduction of the attorneys' fees and expenses discussed below.<sup>2</sup> A Class Member's actual recovery will be a portion of the Net Settlement Fund (defined below), determined by comparing his, her, or its "Recognized Loss" to the total Recognized Losses of all Class Members who submit acceptable Proofs of Claim. An individual Class Member's actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) when the Class Member purchased or acquired the common stock of Celestica during the Class Period; (iii) the purchase price paid; and (iv) whether the shares were held at the end of the Class Period or sold (and, if sold, when they were sold and the amount received). See the Plan of Allocation beginning on page [\_\_\_\_] for information on your Recognized Loss.

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

The Parties disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if Class Representatives were to prevail on each claim alleged. The issues on which the Parties disagree include, but are not limited to: (i) whether Defendants made any material misstatements or omissions; (ii) whether any Defendant acted with the required state of mind; (iii) the extent to which the various matters that

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<sup>2</sup> An allegedly damaged share might have been traded more than once during the Class Period, and the indicated average recovery is calculated based on the damage allegedly incurred for each purchase of such share.

Class Representatives alleged were false and misleading inflated (if at all) the trading price of Celestica common stock at various times during the Class Period; (iv) whether any purchaser or acquirer of Celestica common stock has suffered damages as a result of the alleged misstatements and omissions in Celestica's public statements; (v) the extent of such damages, assuming they exist, including the appropriate economic models and methodologies for measuring damages; and (vi) the extent to which confounding news and/or external factors, such as general market and industry conditions, influenced the trading price of Celestica common stock at various times during the Class Period.

Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Class Representatives and the Class have suffered any loss attributable to Defendants' actions. While Class Representatives believe that they have meritorious claims, they recognize that there are significant obstacles in the way to recovery.

**(c) Statement of Attorneys' Fees and Litigation Expenses Sought**

Labaton Sucharow LLP ("Class Counsel") intends to make a motion, on behalf of Plaintiffs' Counsel, asking the Court to award attorneys' fees not to exceed 30% of the Settlement Fund, which will include accrued interest, and to approve the payment of litigation expenses incurred in prosecuting the Action in an amount not to exceed \$2 million, plus any interest on such amount at the same rate and for the same period as earned by the Settlement Fund ("Fee and Expense Application"). Class Counsel's Fee and Expense Application may include a request for an award to Class Representatives for reimbursement of their reasonable costs and expenses, including lost wages, directly related to their representation of the Class, pursuant to the Private Securities Litigation Reform Act of 1995 (the "PSLRA") in an amount not to exceed \$30,000.

If the Court approves the Fee and Expense Application, the average cost per allegedly damaged share of Celestica common stock for such fees and expenses would be approximately \$0.10 per share. The average cost per damaged share will vary depending on the number of

acceptable claims submitted. Class Counsel has expended considerable time and effort in the prosecution of this litigation without receiving any payment, and has advanced the expenses of the litigation, such as the cost of experts, in the expectation that if it were successful in obtaining a recovery for the Class it would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovered as attorneys' fees.

**(d) Further Information**

Further information regarding this Action and this Notice may be obtained by contacting the Claims Administrator: *In re Celestica Inc. Securities Litigation*, c/o \_\_\_\_\_, \_\_\_-\_\_\_-\_\_\_\_, www.\_\_\_\_; or Class Counsel: Labaton Sucharow LLP, (888) 219-6877, www.labaton.com, settlementquestions@labaton.com.

**DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT**

**(e) Reasons for the Settlement**

For Class Representatives, the principal reason for the Settlement is the immediate benefit to the Class. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future.

For Defendants, who deny and continue to deny all allegations of wrongdoing or liability whatsoever, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty, and distraction of further litigation.

[END OF PSLRA COVER PAGE]

**A. BASIC INFORMATION**

<b>1. Why did I get this Notice?</b>
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You or someone in your family may have purchased or acquired the common stock of Celestica on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive.

The Court in charge of the case is the United States District Court for the Southern District of New York. The lawsuit is known as *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312-GBD and is assigned to the Honorable George B. Daniels. The people who have sued are called plaintiffs, and the companies and persons they have sued are called defendants. Class Representatives in the Action, DALI and New Orleans, represent the Class. Defendants are Celestica, Stephen W. Delaney, and Anthony P. Puppi.

The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. The Court will review the Settlement at a Settlement Hearing on \_\_\_\_\_, **2015**, at the United States District Court for the Southern District of New York in the Daniel Patrick Moynihan United States Courthouse, 110 500 Pearl Street, Courtroom \_\_\_\_, New York, NY 10007 at \_\_:\_\_.m. If the Court approves the Settlement, and after any objections and appeals are resolved, a claims administrator appointed by the Court will make the payments that the Settlement allows.

This Notice and Proof of Claim and Release explain the Action, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

<b>2. What is this lawsuit about and what has happened so far?</b>
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This Action was commenced in January of 2007 by the filing of several securities class action complaints alleging that Defendants violated the federal securities laws. The actions were consolidated into this Action by Order dated October 11, 2007. By the same Order, the Court appointed DALI and New Orleans along with Carpenters Local 27 Benefit Trust Funds ("Carpenters Local 27) and Millwright Regional Council of Ontario Pension Trust Fund ("Millwright") as lead plaintiffs (collectively "Lead Plaintiffs") and approved Lead Plaintiffs'

selection of Labaton Sucharow & Rudoff LLP (n/k/a Labaton Sucharow LLP) as lead counsel to represent the proposed class.<sup>3</sup>

On November 21, 2007, the Consolidated Amended Class Action Complaint (the “Complaint”) was filed. The Complaint was brought against Defendants Celestica, Delaney and Puppi, as well as Onex Corporation (“Onex”) and Gerald W. Schwartz (“Schwartz”) (the “Former Defendants”). The Complaint alleges, among other things, that Defendants and Former Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by making false and misleading statements during the Class Period regarding Celestica’s financial condition; the adequacy of Celestica’s internal financial and reporting controls; and the success and status of Celestica’s operating restructuring in the its Mexico facilities. The Complaint further alleges that Class Members purchased or acquired Celestica common stock during the Class Period at artificially inflated prices and were damaged thereby.

On March 14, 2008, Defendants filed motions to dismiss the Complaint, which Lead Plaintiffs opposed on May 9, 2008. On October 14, 2010, the Court granted Defendants’ motions to dismiss in their entirety. On November 15, 2010, Lead Plaintiffs filed a notice of appeal of the Court’s dismissal order as to Defendants Celestica, Delaney, and Puppi, with the United States Court of Appeals for the Second Circuit. By order entered December 29, 2011, the Court of Appeals reversed the Court’s order granting the motions to dismiss and remanded the Action for further proceedings consistent with the order.

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<sup>3</sup> Three parallel class actions were also filed in the Ontario Superior Court of Justice on behalf of persons or entities that acquired Celestica common stock either by a primary distribution in Canada or on the Toronto Stock Exchange or other secondary market in Canada between January 27, 2005 through January 30, 2007, inclusive, and held some or all of those shares at the close of trading on the Toronto Stock Exchange on January 30, 2007. These cases are entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc.*, Court File No. 11-CV-4240069-00CP, *Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, and *Nabil Berzi v. Celestica Inc., et al.*, Court File No. CV 08 361468-00CP. These cases are not part of the proposed Settlement.

On June 28, 2013, Lead Plaintiffs moved for class certification of a class that included all persons and entities that purchased or acquired Celestica common stock registered and listed on the New York Stock Exchange during the period between January 27, 2005 and January 30, 2007, inclusive. Defendants opposed the motion on the basis, among others, that the proposed class would include purchasers on the Toronto Stock Exchange (“TSX”) in contravention of *Morrison v. National Australia Bank Ltd.*, 561 U.S. 247 (2010).

On November 13, 2013, Defendants moved for summary judgment, seeking dismissal of the Complaint. Also on November 13, 2013, Lead Plaintiffs moved for partial summary judgment with respect to three elements of Lead Plaintiffs’ securities fraud claim for which Lead Plaintiffs alleged there was no genuine issue of dispute.

On February 21, 2014, the Court denied class certification as to foreign persons or entities that purchased Celestica common stock on the TSX and did not reach a ruling regarding shareholders who purchased on a domestic exchange. On March 7, 2014, Lead Plaintiffs filed a petition in the Court of Appeals pursuant to Rule 23(f) of the Federal Rules of Civil Procedure seeking leave to appeal the Court’s ruling on class certification with regard to whether the class should include persons and entities who purchased Celestica common stock on the TSX, where the common stock at issue is registered with the U.S. Securities Exchange Commission and also listed and traded on the New York Stock Exchange. On March 20, 2014, Defendants opposed that petition. On May 9, 2014, the Court of Appeals denied Lead Plaintiffs’ petition.

On April 23, 2014, Lead Plaintiffs DALI and New Orleans renewed their class certification motion to include as class members only those persons or entities that purchased or acquired Celestica common stock on a United States stock exchange. In this motion, Millwright and Carpenters, which purchased Celestica common stock only outside the United States, were removed from the class definition and from their position as proposed class representatives.

On August 20, 2014, the Court entered a Memorandum Decision and Order regarding the summary judgment and class certification motions. The Court denied Defendants' summary judgment motion in its entirety. The Court granted Lead Plaintiffs' partial summary judgment motion on the issue of class-wide reliance and denied the motion on the issues of materiality and loss causation. Regarding class certification, the Court granted the motion, appointed New Orleans and DALI as Class Representatives, and appointed Labaton Sucharow as Class Counsel.

Counsel for the Parties completed extensive class, fact, and expert discovery, which has included more than 28 fact depositions, five expert depositions, and the production and review of more than one million pages of documents. In addition, the Parties served five expert reports addressing the areas of damages, electronic manufacturing services, accounting practices and internal controls. Trial of the Action was scheduled by the Court to begin on April 20, 2015.

Between November 2013 and February 2015, the Parties engaged in various efforts to settle the Action, including face-to-face meetings and numerous other communications among counsel. The Parties engaged former federal district court Judge Layn R. Phillips ("Judge Phillips"), a highly experienced mediator, to assist them in exploring a potential negotiated resolution of the claims against Defendants. On November 3-4, 2014, counsel for Class Representatives and representatives of Defendants met with Judge Phillips in an attempt to reach a settlement. The mediation involved an extended effort to settle the claims and was preceded by the exchange of mediation statements and reply mediation statements. The November 2014 mediation session did not result in a settlement of the Action. The Parties resumed settlement discussions thereafter and continued to participate in arm's-length mediated settlement discussions with the assistance of Judge Phillips. On February 24, 2015, the Parties' arm's-length negotiations,

facilitated by Judge Phillips, resulted in an agreement-in-principle between Class Representatives and Defendants to settle this Action.

On \_\_\_\_\_, 2015, the Court entered 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, which preliminarily approved the Settlement, authorized that this Notice be sent to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

### **3. Why is this a class action?**

In a class action, one or more people called plaintiffs sue on behalf of people who have similar claims. The Court must certify the action to proceed as a class action and appoint the “class representatives.” All of the individuals and entities on whose behalf the class representatives are suing are known as “class members.” Bringing a case as a class action allows the adjudication of many similar claims of persons and entities that might be economically too small to bring individually. One court resolves the issues in the case for all class members, except for those who choose to exclude themselves from the class if exclusion is permitted (*see* Question \_\_\_ below). In this Action, the Court has appointed DALI and New Orleans to serve as the Class Representatives and has appointed Labaton Sucharow LLP to serve as Class Counsel.

### **4. What are the reasons for the Settlement?**

The Court did not finally decide in favor of Class Representatives or Defendants. Instead, both sides agreed to a settlement.

Class Representatives and Class Counsel believe that the claims asserted in the Action have merit. Class Representatives and Class Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims in the Action through trial and appeals, as well as the difficulties in establishing liability. Class Representatives and Class Counsel have

considered the uncertain outcome and the risk of any litigation, especially in complex lawsuits like this one, as well as the difficulties and delays inherent in such litigation. For example, Defendants have raised a number of arguments and defenses (which they would raise at trial) that the alleged misstatements and omissions were not material, and that Class Representatives would not be able to establish that Defendants acted with the requisite fraudulent intent. Even assuming Class Representatives could establish liability, Defendants maintained that any potential investment loss suffered by Class Representatives and Class Members was caused by external, independent factors, and not caused by Defendants' alleged conduct. In the absence of a Settlement, the Parties would present factual and expert testimony on each of these issues, and there is considerable risk that the Court or jury would resolve these issues unfavorably against Class Representatives and the Class.

In light of the amount of the Settlement and the immediate recovery to the Class, Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable and adequate, and in the best interests of the Class. The Settlement, which totals \$30 million in cash (less the various deductions described in this Notice), provides substantial benefits now as compared to the risk that a similar or smaller recovery would be achieved after trial and appeal, possibly years in the future, or that no recovery would be achieved at all.

Defendants have denied and continue to deny each and every one of the claims alleged by Class Representatives in the Action. Defendants expressly have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also 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 Stipulation.

## **B. WHO IS IN THE SETTLEMENT**

To see if you will get money from this Settlement, you first have to determine if you are a Class Member.

<b>5. How do I know if I am part of the Class? Are there exceptions to being included in the Class?</b>
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The Court has certified a Class, subject to certain exceptions identified below, of the following individuals and entities:

*All Persons who purchased or acquired Celestica common stock on a United State stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive, and were damaged thereby.*

Excluded from the Class are: (i) the current or former Defendants; (ii) members of the immediate families of the current or former Individual Defendants; (iii) all subsidiaries and affiliates of the current or former Defendants; (iv) any person or entity who was a partner, executive officer, director, or controlling person of Celestica; (v) all entities in which any current or former Defendant has or had a controlling interest; (vi) the current or former Defendants' directors' and officers' liability insurance carriers, and all affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successor and assigns of any such excluded party. Also excluded from the Class will be any person who timely and validly seeks exclusion from the Class in accordance with the requirements explained in Question \_\_\_\_\_ below.

If one of your mutual funds purchased Celestica common stock on a United States stock exchange during the Class Period, that does not make *you* a Class Member, although your mutual fund may be. You are eligible to be a Class Member if you individually purchased or acquired

Celestica common stock during the Class Period. Check your investment records or contact your broker to see if you have any eligible purchase or acquisition.

If you only sold Celestica common stock during the Class Period, your sale alone does not make you a Class Member. You are eligible to be a Class Member only if you **purchased or acquired** Celestica common stock on a United States stock exchange during the Class Period.

If you are still not sure whether you are included, you can ask for free help. You can call \_\_\_ - \_\_\_ - \_\_\_ or visit **www. \_\_\_** for more information. Or you can fill out and return the Proof of Claim and Release form (“Proof of Claim”), described in Question 10, to see if you qualify.

### **C. THE SETTLEMENT BENEFITS—WHAT YOU GET**

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

In exchange for the Settlement and the release of the Released Claims (defined below) against the Released Defendant Parties (defined below), Defendants have agreed to create a \$30 million cash fund, which will earn interest, to be divided, after deduction of Court-awarded attorneys’ fees and expenses, settlement administration costs, and any applicable taxes (the “Net Settlement Fund”), among all Class Members who send in valid and timely Proofs of Claim.

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

Your share of the fund will depend on several things, including: (i) the total amount of Recognized Losses of other Class Members; (ii) the number of shares of Celestica common stock you purchased or acquired; (iii) how much you paid for your shares; (iv) when you bought your shares; and (v) whether or when you sold your shares, and, if so, for how much.

Your Recognized Loss will be calculated according to the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for your entire Recognized Loss, given the number of potential Class Members. After all Class Members have sent in their Proofs of Claim,

the payment you get will be a portion of the Net Settlement Fund based on your Recognized Loss divided by the total of everyone's Recognized Losses. See the Plan of Allocation in Question 25 for more information on your Recognized Loss.

**D. HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM**

**8. How can I get a payment?**

To qualify for a payment, you must submit a completed Proof of Claim. A Proof of Claim is being circulated with this Notice. You may also get a Proof of Claim on the Internet at the websites for the Claims Administrator or Class Counsel: [www.\\_\\_\\_\\_.com](http://www.____.com) or [www.labaton.com](http://www.labaton.com). The Claims Administrator can also help you if you have questions about the form. Please read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and submit it so that it is **postmarked or received no later than \_\_\_\_\_, 2015.**

**9. When will I get my payment?**

The Court will hold a Settlement Hearing on \_\_\_\_\_, **2015**, to decide whether to approve the Settlement. Even 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. All Proofs of Claim need to be submitted by \_\_\_\_\_, **2015.**

Once all the Proofs of Claim are processed and claims are calculated, Class Counsel, without further notice to the Class, will apply to the Court for an order distributing the Net Settlement Fund to the members of the Class. Class Counsel will also ask the Court to approve payment of the Claims Administrator's fees and expenses incurred in connection with giving notice and administering the Settlement. Please be patient.

**10. What am I giving up to get a payment and by staying in the Class?**

Unless you exclude yourself, you will stay in the Class, which means that upon the “Effective Date” you will release all “Released Claims” (as defined below) against the “Released Defendant Parties” (as defined below). (Please note that the Settlement does not resolve the lawsuits pending in the Ontario Superior Court of Justice entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc.*, Court File No. 11-CV-4240069-00CP, *Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, and *Nabil Berzi v. Celestica Inc., et al.*, Court File No. CV 08 361468-00CP, which involve class members and putative class members who acquired Celestica common stock either by a primary distribution in Canada or on the TSX or other secondary market in Canada.)

“Released Claims” means means any and all claims and causes of action of every nature and description, 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 Plaintiffs or any other 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 from both (a) the purchase or acquisition of Celestica common stock by a Class Member 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 and (ii) claims by class members or putative class members, including any of the Lead Plaintiffs (as defined herein), in the actions entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc., et al.*, Court File No. 11-CV-424069-00CP, Ontario Superior Court of Justice, *Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, Ontario Superior Court of Justice, and *Nabil Berzi*

*v. Celestica Inc., et al.*, Court File No. CV-08-361468-00CP, Ontario Superior Court of Justice, who acquired Celestica common stock either by a primary distribution in Canada or on the Toronto Stock Exchange or other secondary market in Canada between January 27, 2005 through January 30, 2007, inclusive, and held some or all of those shares at the close of trading on the Toronto Stock Exchange on January 30, 2007.

**“Released Defendant Parties”** means means Defendants, Defendants’ Counsel, Former Defendants, and each of their respective past or present subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants or Schwartz, as well as any trust of which any Individual Defendant or Schwartz is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant or Former Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants or Former Defendants. .

**“Unknown Claims”** means means any and all Released Claims that any Class Representative or any other 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 Class. With respect to any and all Released Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each other 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 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.**

Class Representatives, other 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 Class Representatives and Defendants shall expressly, fully, finally, and forever settle and release, and each 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, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and other 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 was separately bargained for and was a material element of the Settlement.

The "Effective Date" will occur when an Order by the Court approving the Settlement becomes Final and is not subject to appeal, as set out more fully in the Stipulation on file with the Court and available at [www.\\_\\_\\_\\_\\_](http://www._____) or [www.labaton.com](http://www.labaton.com).

If you remain a member of the Class, all of the Court's orders about the Settlement and in the Action will apply to you and legally bind you.

**E. EXCLUDING YOURSELF FROM THE CLASS**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and other Released Defendant Parties, on your own, about the Released Claims, then you must take steps to exclude yourself from the Class. This is called “opting out” of the Class. **Please note:** if you decide to exclude yourself, there is a risk that any lawsuit you may thereafter file to pursue claims alleged in the Action may be dismissed, including if such suit is not filed within the applicable time periods required for filing suit. Also, Defendants may withdraw from and terminate the Settlement if Class Members who have in excess of a certain number of shares exclude themselves from the Class.

**11. How do I “opt out” (exclude myself) from the Class?**

To exclude yourself from the Class, you must send a signed letter by mail stating that you request to be “excluded from the Class in *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312 (S.D.N.Y).” Your letter must state the date(s), price(s), and number(s) of shares of all your purchases, acquisitions, and sales of Celestica common stock you made on a United States stock exchange during the Class Period. In addition, you must include your name, address, telephone number and your signature. You must mail your exclusion request so that it is **received no later than \_\_\_\_\_, 2015**, to:

*In re Celestica Inc. Securities Litigation*  
*Claims Administrator*  
c/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You cannot exclude yourself by telephone or by email. Your exclusion request must comply with these requirements in order to be valid. If you request to be excluded in accordance with these requirements, you will not get any payment from the Net Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action, and you may be able to sue Defendants and the other Released Defendant Parties in the future.

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

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

**13. 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 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.

**F. THE LAWYERS REPRESENTING YOU**

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

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

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

Class Counsel has not received any payment for its services in pursuing the claims in the Action on behalf of the Class, nor has it been paid for its litigation expenses. At the Settlement Hearing, or at such other time as the Court may order, Class Counsel will ask the Court to award it, from the Settlement Fund, attorneys' fees of no more than 30% of the Settlement Fund, which will include any accrued interest. Class Counsel will also will apply for payment of litigation

expenses (such as the cost of experts) that have been incurred in pursuing the Action. The request for litigation expenses will not exceed \$2 million, plus interest on the expenses at the same rate as may be earned by the Settlement Fund. Class Counsel's request for payment of litigation expenses may include a request for an award to Class Representatives for reimbursement of their reasonable costs and expenses directly related to their representation of the Class pursuant to the PSLRA.

**G. OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION**

**16. How do I tell the Court that I do not like something about the Settlement?**

If you are a Class Member you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You may write to the Court setting out your objection and you may give reasons why you think the Court should not approve any part or all of the Settlement terms or arrangements. The Court will consider your views only if you file a proper written objection within the deadline and according to the following procedures. To object, you must send a signed letter stating that you object to the proposed settlement in "*In re Celestica Inc. Securities Litigation*, No. 07-CV-00312 (S.D.N.Y.)." You must include your name, address, telephone number, and your signature, identify the date(s), price(s) and number(s) of shares of all purchases, acquisitions, and sales of Celestica common stock you made on a United States stock exchange during the Class Period, and state the specific reasons why you are objecting. **Unless otherwise ordered by the Court, any Class Member who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and the Fee and Expense Application.**

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

**COURT:**

Clerk of the Court  
United States District Court of the Southern District of New York  
Daniel Patrick Moynihan United States Courthouse  
500 Pearl Street  
New York, NY 10007

**CLASS COUNSEL**

Thomas A. Dubbs, Esq.  
James W. Johnson, Esq.  
LABATON SUCHAROW LLP  
140 Broadway  
New York, NY 10005

**DEFENDANTS' COUNSEL**

Phillip A. Geraci, Esq.  
Jeffrey A. Fuisz, Esq.  
KAYE SCHOLER LLP  
250 West 55th Street  
New York, NY 10019

**17. What is the difference between objecting and seeking exclusion?**

Objecting is simply telling the Court that you do not like something about the Settlement, Plan of Allocation or the Fee and Expense Application. You can object only if you are a Class Member. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**H. THE COURT'S SETTLEMENT HEARING**

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

The Court will hold a Settlement Hearing at \_\_\_\_\_ .m. on \_\_\_\_\_, 2015, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom \_\_\_\_, New York, NY 10007.

At this hearing, the Honorable George B. Daniels 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 Fee and Expense Application. The Court will take into consideration any written objections filed in accordance with the instructions set out in Question 18 above. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the Settlement Hearing, but decisions regarding the

conduct of the Settlement Hearing will be made by the Court. *See* Question 22 for more information about speaking at the Settlement Hearing. At or after the Settlement Hearing, the Court will decide whether to approve the Settlement, and, if the Settlement is approved, how much attorneys' fees and expenses should be awarded. We do not know how long these decisions will take.

You should 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 hearing, you should check with Class Counsel before coming to be sure that the date and/or time has not changed.

<b>19. Do I have to come to the Settlement Hearing?</b>
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No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and sent your written objection on time, and in the manner set forth in Question 18 above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

<b>20. May I speak at the Settlement Hearing?</b>
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If you object, 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 stating that it is your "Notice of Intention to Appear in *In re Celestica Inc. Securities Litigation*, No. 08-CV-00312 (S.D.N.Y.)." Persons who intend to object to the Settlement, the Plan of Allocation, and/or Class Counsel's Fee and Expense Application and desire to present evidence at the Settlement Hearing must also include in their written objections the identity of any witness they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the Settlement Hearing if you excluded yourself from the Class or if you

have not provided written notice of your objection and intention to speak at the Settlement Hearing in accordance with the procedures described in Questions 18 and 22.

### I. IF YOU DO NOTHING

<b>21. What happens if I do nothing at all?</b>
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If you do nothing and the Settlement is approved and you are a member of the Class, you will not be eligible to receive money from this Settlement but you will be bound by the Settlement which means that you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties about the Released Claims, ever again. To share in the Net Settlement Fund you must submit a Proof of Claim (*see* Question 10). To start or be a part of any *other* lawsuit against Defendants and the other Defendant Released Parties about the Released Claims in this case you *must* exclude yourself from the Class (*see* Question 13).

### J. GETTING MORE INFORMATION

<b>22. Are there more details about the Settlement?</b>
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This Notice summarizes the proposed Settlement. More details are in the Stipulation, dated as of \_\_\_\_\_, 2015. You may review the Stipulation filed with the Court or documents filed in the case during business hours at the Office of the Clerk of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007.

You also can call the Claims Administrator toll free at \_\_\_-\_\_\_-\_\_\_; write to *In re Celestica Inc. Securities Litigation*, c/o \_\_\_\_\_, Claims Administrator, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; or visit the websites of the Claims Administrator or Class Counsel at [www.\\_\\_\\_\\_](http://www.____) or [www.labaton.com](http://www.labaton.com), where you can find answers to common questions about the Settlement, download copies of the Stipulation or Proof of Claim, and locate other information to help you determine whether you

are a Class Member and whether you are eligible for a payment. **Please Do Not Call The Court With Questions About The Settlement**

**K. PLAN OF ALLOCATION OF NET SETTLEMENT FUND  
AMONG CLASS MEMBERS**

**23. How will my claim be calculated?**

The objective of the Plan of Allocation explained below is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws, as opposed to losses caused by market or industry factors or company-specific factors unrelated to the alleged violations of law. The Plan of Allocation reflects Class Representatives' damages expert's analysis undertaken to that end, including a review of publicly available information regarding Celestica and statistical analysis of the price movements of Celestica common stock on United States stock exchanges and the price performance of relevant market and peer indices during the Class Period. The Plan of Allocation, however, is not a formal damages analysis and it does not estimate how much Class Members might have been awarded had the case proceeded to trial.

The \$30 million Settlement Amount and any interest it earns are called the "Settlement Fund." The Settlement Fund, minus all Taxes, costs, fees and expenses (called the "Net Settlement Fund"), will be distributed according to the Plan of Allocation described below to members of the Class who timely submit valid Proofs of Claim that show a Recognized Loss that are approved for payment by the Court ("Authorized Claimants"). 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 and what happens in the Action. The Court may approve the Plan of Allocation or modify it without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the settlement website at: \_\_\_\_\_ and at [www.labaton.com](http://www.labaton.com).

The calculations made pursuant to the Plan of Allocation are not intended to estimate the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The calculations pursuant to the Plan of Allocation will be made by the Claims Administrator in order to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants. No distribution to Authorized Claimants who would receive less than \$10.00 will be made, given the administrative expenses of processing and mailing such checks.

The Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. For losses to be compensable damages 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. In this case, it is alleged 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 Celestica common stock in a statistically significant manner and removed the alleged artificial inflation from the stock price: January 27, 2006, October 27, 2006, November 28, 2006, December 12, 2006, and January 31, 2007. Accordingly, in order to have a compensable loss under the Plan of Allocation, shares must have been purchased during the Class Period and held through at least one of the corrective disclosure dates listed above.

Defendants, their respective counsel, and all other Released Defendant Parties had no involvement in the Plan of Allocation and will have no responsibility 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. Class Representatives and Class Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

## CALCULATION OF RECOGNIZED LOSS OR GAIN AMOUNTS

For each share of Celestica common stock purchased or otherwise acquired during the Class Period on a United States stock exchange and sold before the close of trading on April 30, 2007, an “Out of Pocket Loss” will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

A “Recognized Loss Amount” will be calculated as set forth below for each Celestica common stock share purchased or otherwise acquired on a United States stock exchange during the Class Period from January 27, 2005, through January 30, 2007, that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant’s Recognized Loss Amount results in a negative number, that number shall be set to zero.

1. For each share of Celestica common stock purchased or otherwise acquired on a United States stock exchange from January 27, 2005 through and including January 30, 2007, and:
  - A. Sold before the opening of trading on January 27, 2006, the Recognized Loss Amount for each such share shall be zero.
  - B. Sold after the opening of trading on January 27, 2006 and before the close of trading on January 30, 2007, the Recognized Loss Amount for each such share shall be *the lesser of*:
    - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below *minus* the dollar artificial inflation applicable to each such share on the date of sale as set forth in Table 1 below; or
    - ii. the Out of Pocket Loss.
  - C. Sold after the close of trading on January 30, 2007 and before the close of trading on April 30, 2007, the Recognized Loss Amount for each such share shall be *the lesser of*:
    - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; or
    - ii. the actual purchase/acquisition price of each such share *minus* the average closing price from January 31, 2007, up to the date of sale as set forth in Table 2 below.
  - D. Held as of the close of trading on April 30, 2007, the Recognized Loss Amount for each such share shall be *the lesser of*:

- i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; or
- ii. the actual purchase/acquisition price of each such share minus \$6.33.<sup>4</sup>

**TABLE 1**

**Celestica Common Stock Artificial Inflation  
for Purposes of Calculating Purchase and Sale Inflation**

<b>Purchase or Sale Date</b>	<b>Artificial Inflation</b>
January 27, 2005 to January 26, 2006	\$3.62
January 27, 2006 to July 27, 2006	\$3.19
July 28, 2006 to October 26, 2006	\$4.79
October 27, 2006 to November 27, 2006	\$3.35
November 28, 2006 to December 11, 2006	\$2.95
December 12, 2006 to January 30, 2007	\$1.83

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<sup>4</sup> Pursuant to Section 21(D)(e)(1) of the PSLRA, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day look-back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” Consistent with the requirements of the PSLRA, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Celestica common stock during the 90-day look-back period, January 31, 2007 through April 30, 2007. The mean (average) closing price for Celestica common stock during this 90-day look-back period was \$6.33.

**TABLE 2**

**Celestica Common Stock Average Closing Price  
January 31, 2007 – April 30, 2007**

Date	Average Closing Price Between January 31, 2007 and Date Shown	Date	Average Closing Price Between January 31, 2007 and Date Shown	Date	Average Closing Price Between January 31, 2007 and Date Shown
01/31/2007	\$5.96	03/07/2007	\$6.36	04/11/2007	\$6.27
02/01/2007	\$6.01	03/08/2007	\$6.36	04/12/2007	\$6.28
02/02/2007	\$6.09	03/09/2007	\$6.35	04/13/2007	\$6.28
02/05/2007	\$6.20	03/12/2007	\$6.35	04/16/2007	\$6.28
02/06/2007	\$6.26	03/13/2007	\$6.34	04/17/2007	\$6.29
02/07/2007	\$6.29	03/14/2007	\$6.34	04/18/2007	\$6.29
02/08/2007	\$6.30	03/15/2007	\$6.33	04/19/2007	\$6.30
02/09/2007	\$6.30	03/16/2007	\$6.32	04/20/2007	\$6.30
02/12/2007	\$6.28	03/19/2007	\$6.32	04/23/2007	\$6.30
02/13/2007	\$6.29	03/20/2007	\$6.31	04/24/2007	\$6.31
02/14/2007	\$6.30	03/21/2007	\$6.31	04/25/2007	\$6.31
02/15/2007	\$6.31	03/22/2007	\$6.30	04/26/2007	\$6.31
02/16/2007	\$6.32	03/23/2007	\$6.30	04/27/2007	\$6.32
02/20/2007	\$6.33	03/26/2007	\$6.29	04/30/2007	\$6.33
02/21/2007	\$6.35	03/27/2007	\$6.28		
02/22/2007	\$6.37	03/28/2007	\$6.27		
02/23/2007	\$6.39	03/29/2007	\$6.27		
02/26/2007	\$6.40	03/30/2007	\$6.26		
02/27/2007	\$6.41	04/02/2007	\$6.27		
02/28/2007	\$6.41	04/03/2007	\$6.27		
03/01/2007	\$6.40	04/04/2007	\$6.27		
03/02/2007	\$6.39	04/05/2007	\$6.27		
03/05/2007	\$6.38	04/09/2007	\$6.27		
03/06/2007	\$6.37	04/10/2007	\$6.27		

**ADDITIONAL PROVISIONS**

If a Class Member has more than one purchase/acquisition or sale of Celestica common stock on a United States stock exchange 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.

Purchases or acquisitions and sales of Celestica common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Celestica common stock during the Class Period shall not be deemed a purchase, acquisition or sale of these shares of Celestica common stock for the calculation of an Authorized Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of Celestica common stock unless (i) the donor or decedent purchased or otherwise acquired such shares of Celestica common stock during the Class Period; (ii) no Proof of Claim form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Celestica common stock; and (iii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights.

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Celestica shares. The date of a “short sale” is deemed to be the date of sale of Celestica common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a claimant has an opening short position in Celestica common stock, the earliest Class Period purchases or acquisitions shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

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

The sum of a claimant's Recognized Loss Amounts will be the claimant's "Recognized Claim." 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. If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *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 Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

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, Class 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 attorneys' fees and expenses, shall be contributed to non-sectarian, not-for-profit charitable organizations serving the public interest, designated by Class Representatives and approved by the Court.

Payment in this manner will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her, or its Proof of Claim.

**L. SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased or acquired Celestica common stock on a United States stock exchange (CUSIP \_\_\_\_\_; ISIN \_\_\_\_; SEDOL \_\_\_\_ ) during the period between January 27, 2005 and January 30, 2007 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 Celestica common stock during such time period, or; (b) request additional copies of this Notice and Proof of Claim form, which will be provided to you free of charge, and **WITHIN SEVEN (7) CALENDAR DAYS OF RECEIPT** of such copies from the Claims Administrator, mail the Notice and Proof of Claim form directly to the beneficial owners of those Celestica shares.

If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you **shall also promptly send a statement to the Claims Administrator** confirming that the

mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

*In re Celestica Inc. Securities Litigation*

Claims Administrator

c/o \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ ; Fax: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

[e-mail]

www. \_\_\_\_\_

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

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

## **Exhibit A-2**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

_____	x
	: Civil Action No.: 07-CV-00312-GBD
	:
IN RE CELESTICA INC. SEC. LITIG.	: (ECF CASE)
	:
	: Hon. George B. Daniels
	:
_____	x

**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 Class in the class action lawsuit entitled *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312-GBD, pending in the United States District Court for the Southern District of New York, 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 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 Celestica Inc. Securities Litigation*

Claims Administrator

c/o \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
- - -

If you are NOT a Member of the 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 Class and you have not timely and validly requested to be excluded from the 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.

## **II. DEFINITIONS**

1. 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 \_\_\_\_\_, 2015 (the "Stipulation").

## **III. IDENTIFICATION OF CLAIMANT**

1. You are a Class Member if you purchased or acquired the common stock of Celestica Inc. ("Celestica") on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive, and were damaged thereby and are not excluded from the Class. Excluded from the Class are: (i) the current or former Defendants; (ii) members of the immediate families of the current or former Individual Defendants; (iii) all subsidiaries and affiliates of the current or former Defendants; (iv) any person or entity who was a partner, executive officer, director, or controlling person of Celestica; (v) all entities in which any current or former Defendant has or had a controlling interest; (vi) the current or former Defendants' directors' and officers' liability insurance carriers, and all affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded party. Also

excluded from the Class will be any Person who timely and validly seeks exclusion from the Class in accordance with the requirements set forth in the Notice.

2. If you purchased or acquired the common stock of Celestica on a United States stock exchange 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 Celestica common stock on a United States stock exchange 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 Celestica 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 CELESTICA 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.

#### IV. IDENTIFICATION OF TRANSACTION(S)

1. Use Part II of this form entitled “Schedule of Transactions in Celestica Common Stock on a United States Stock Exchange” to supply all required details of your transaction(s) in Celestica common stock on a United States stock exchange. 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 Celestica common stock purchased or acquired on a United States stock exchange as of the beginning of trading on January 27, 2005; (ii) *all* of your purchases, acquisitions, and sales of Celestica common stock on a United States stock exchange which took place at any time beginning January 27, 2005 through, and including, [\_\_\_\_]; and (iii) proof of your holdings in Celestica common stock purchased or acquired on a United States stock exchange as of the close of trading on [\_\_\_\_], 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 Celestica common stock on a United States Stock Exchange 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 Celestica common stock. The Claims Administrator may also request additional information as needed to efficiently and reliably calculate your losses.

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

*In re Celestica Inc. Securities Litigation*  
**No. 07-CV-00312-GBD  
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 CELESTICA COMMON STOCK ON A UNITED STATES STOCK EXCHANGE**

A. Number of shares of Celestica common stock held at the beginning of trading on January 27, 2005: \_\_\_\_\_

B. Purchases or other acquisitions, including by way of exchange, conversion or otherwise (on or after January 27, 2005 through and including [\_\_\_\_]) of Celestica 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 January 27, 2005 through and including [\_\_\_\_]) of Celestica 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 Celestica common stock held at the close of trading on [\_\_\_\_]: \_\_\_\_\_

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 Stipulation and Agreement of Settlement described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Southern District of New York with respect to my (our) claim as a 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 Celestica 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, and do hereby fully, finally and forever settle, release and discharge from the Released Claims each and all of the Released Defendant Parties as those terms and terms related thereto are defined in the accompanying Notice.

2. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Effective Date (as defined in the Stipulation) 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 Celestica common stock which occurred on a United States stock exchange during the Class Period and the number of shares held by me (us) at the beginning of trading on January 27, 2005, and at the close of trading on [date].

5. I (We) hereby warrant and represent that I am (we are) not excluded from the 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 CELESTICA INC. SECURITIES LITIGATION  
c/o [Claims Administrator]**

\_\_\_\_\_  
\_\_\_\_\_

## **Exhibit A-3**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

\_\_\_\_\_ x  
: Civil Action No.: 07-CV-00312-GBD  
:  
IN RE CELESTICA INC. SEC. LITIG. : (ECF CASE)  
:  
: Hon. George B. Daniels  
:  
\_\_\_\_\_ x

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

**TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR ACQUIRED THE COMMON STOCK OF CELESTICA INC. (“CELESTICA”) ON A UNITED STATES STOCK EXCHANGE DURING THE PERIOD BETWEEN JANUARY 27, 2005 AND JANUARY 30, 2007, INCLUSIVE (THE “CLASS PERIOD”), AND WERE DAMAGED THEREBY (THE “CLASS”)**

**YOU ARE HEREBY NOTIFIED**, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that New Orleans Employees’ Retirement System and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund (collectively, “Class Representatives”), on behalf of themselves, Lead Plaintiffs, and the Class, on the one hand, and Celestica, Stephen W. Delaney, and Anthony P. Puppi (collectively, “Defendants”), on the other hand, have reached a proposed Settlement in the above-captioned action (the “Action”) in the amount of \$30,000,000 in cash (the “Settlement Amount”) that, if approved, will resolve all claims in the Action.

A hearing will be held before the Honorable George B. Daniels of the United States District Court for the Southern District of New York in the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007-1312 at \_\_:\_\_\_ \_\_.m. on \_\_\_\_\_ \_\_, 2015 to, among other things, determine 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 \_\_\_\_\_, 2015; (3) the proposed Plan of Allocation for distribution of the Settlement Amount and any interest thereon, less Court-awarded attorneys' fees, Notice and Administration Expenses, Taxes, and any other costs, fees, or expenses approved by the Court (the "Net Settlement Fund") should be approved as fair and reasonable; and (4) the application of Class 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 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 Celestica Inc. Securities Litigation*

Claims Administrator

c/o \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_; Fax: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

[e-mail]

www. \_\_\_\_\_

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

LABATON SUCHAROW LLP

Thomas A. Dubbs, Esq.

James W. Johnson, Esq.

## **Exhibit B**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

	x	
	:	Civil Action No.: 07-CV-00312-GBD
	:	
IN RE CELESTICA INC. SEC. LITIG.	:	(ECF CASE)
	:	
	:	Hon. George B. Daniels
	:	
	:	
	x	

**[PROPOSED] FINAL ORDER AND JUDGMENT**

WHEREAS:

A. As of April 17, 2015, New Orleans Employees’ Retirement System and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund (“Class Representatives”), on behalf of themselves, Lead Plaintiffs, and the Class, on the one hand, and Celestica Inc. (“Celestica” or the “Company”), Stephen W. Delaney, and Anthony P. Puppi (the “Individual Defendants”, and together with Celestica, “Defendants”), on the other, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the above-captioned litigation (the “Action”).

B. By Order dated August 20, 2014, the Court certified the Action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure as a class action on behalf of all persons and entities that purchased or acquired Celestica’s common stock on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive, and who were damaged thereby. Excluded from the Class are: (i) the current or former Defendants; (b) members of the immediate families of the current or former Individual Defendants; (iii) all subsidiaries and affiliates of the current or former Defendants; (iv) any person or entity who was a partner, executive officer, director, or controlling person of Celestica; (v) all entities in which any current or former Defendant has or had a controlling interest; (vi) the current or former

Defendants' directors' and officers' liability insurance carriers, and all affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors and assigns of any such excluded party.

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 Stipulation is fair, reasonable, and adequate, and should be approved by the Court; and (ii) determine whether a judgment as provided for in the Stipulation 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 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 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, Class Representatives 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.

H. This Court has duly considered Class Representatives' motion, the affidavits, declarations, memoranda of law submitted in support thereof, the Stipulation, 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: (a) the Stipulation filed with the Court on \_\_\_\_\_; and (b) the Notice, which was filed with the Court on \_\_\_\_\_.

Capitalized terms not defined in this Judgment shall have the meaning set forth in the Stipulation.

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

3. 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 Class Members of the effect of the Settlement, of the proposed Plan of Allocation, of

Class 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 Class Members' right to object or seek exclusion from the 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), 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"), and all other applicable law and rules.

4. Pursuant to Fed. R. Civ. P. 23, excluded from the Class is any person who timely and validly sought exclusion from the Class in accordance with the requirements set forth in the Notice. A list of all Persons properly excluded from the Class is annexed hereto as Exhibit A.

5. [The Court has considered any objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that each of the objections is without merit, and they are hereby overruled.]

6. In light of the benefits to the 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 fully and finally approves the Settlement as set forth in the Stipulation in all respects, and finds that the Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of Class Representatives and the Class. This Court further finds the Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of Class Representatives, the

Class, and Defendants. The Settlement shall be consummated in accordance with the terms and provisions of the Stipulation.

7. The Consolidated Class Action Complaint, filed on November 21, 2007, is hereby dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise provided in the Stipulation.

8. The Court further 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.

9. Upon the Effective Date, Class Representatives, Lead Plaintiffs, and each and every other Class Member on behalf of themselves and each of their respective 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.

10. Upon the Effective Date, Defendants, on behalf of themselves and each of their respective 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 of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

11. Each Class Member, whether or not such 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 Stipulation.

12. This Judgment and the Stipulation, whether or not consummated, and any discussions, negotiations, proceedings or agreements relating to the Stipulation, 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, Class Representatives, Lead Plaintiffs, or 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 Class Representatives, Lead Plaintiffs, and the 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 or entity 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 Class Representatives, Lead Plaintiffs, or any other member of the Class as evidence of any infirmity in the claims of Class Representatives, Lead Plaintiffs, or the other members of the Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of Defendants, Class Representatives, Lead Plaintiffs, any other member of the 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, Class Representatives, Lead Plaintiffs, other members of the 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 Stipulation;

(d) do not constitute, and shall not be construed against Defendants, Class Representatives, Lead Plaintiffs, or any other member of the 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;

(e) do not constitute, and shall not be construed as or received in evidence as an admission, concession, or presumption against Class Representatives, Lead Plaintiffs, or any other member of the 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.

13. 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.

14. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation 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 Stipulation.

15. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

16. The Parties are hereby directed to consummate the Stipulation and to perform its terms.

17. A separate order shall be entered regarding Class 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.

18. 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 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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Honorable George B. Daniels  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**