

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CITY OF ST. CLAIR SHORES GENERAL)	
EMPLOYEES' RETIREMENT SYSTEM,)	
Individually and on Behalf of All Others Similarly)	
Situated,)	Case No. 3:10-cv-01073-TJC-JBT
)	
Plaintiff,)	Honorable Timothy J. Corrigan
)	
vs.)	
)	<u>FINAL ORDER AND JUDGMENT</u>
LENDER PROCESSING SERVICES, INC., <i>et al.</i>)	
)	
Defendants.)	
)	

WHEREAS:

A. As of January 28, 2013, Baltimore County Employees' Retirement System ("Lead Plaintiff"), on behalf of itself and the proposed Settlement Class, entered into a Stipulation and Agreement of Settlement (the "Stipulation") with Lender Processing Services, Inc. ("LPS" or the "Company")¹, Jeffrey S. Carbiener and Francis K. Chan (the "Individual Defendants") (collectively, "Defendants"), in the above-titled litigation (the "Action");

B. As of October 22, 2013, the Settling Parties entered into the First Amendment to Stipulation and Agreement of Settlement (the "Amendment" and collectively with the Stipulation the "Settlement").

¹ As a result of a merger transaction, on January 3, 2014 the entity known as Lender Processing Services, Inc. (LPS) became Black Knight InfoServ, LLC ("BKIL"). All references to LPS in this Judgment are intended, with respect to any period of time following such time as LPS became BKIL on January 3, 2014, to refer to BKIL. It is the understanding and intention of the Settling Parties that all references to LPS in the Stipulation and Amendment shall refer, with respect to any period of time following such time as LPS became BKIL on January 3, 2014, to BKIL.

C. Pursuant to the Order Granting Preliminary Approval to First Amendment to Stipulation of Settlement and Directing Dissemination of Supplemental Notice to Settlement Class, entered October 30, 2013 (the "Second Preliminary Approval Order"), the Court scheduled a hearing for February 21, 2014, at 10:00 a.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 and Amendment is fair, reasonable and adequate, and should be approved; and (ii) determine whether a judgment as provided for in the Stipulation and Amendment should be entered.

D. 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 July 8, 2013 (the "Preliminary Approval Order"), the Court ordered that the Notice of Pendency of Class Action and Proposed Settlement and Motion for Attorneys' Fees and Expenses (the "Notice") and a Proof of Claim and Release form ("Proof of Claim"), substantially in the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid, on or before ten (10) business days after the date of entry of the Preliminary Approval Order ("Notice Date") to all potential Settlement Class Members who could be identified through reasonable effort, and that a Summary Notice of Pendency of Class Action and 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. Pursuant to the Second Preliminary Approval Order, the Court ordered that the Supplemental Notice of Proposed Modified Settlement and Hearing ("Supplemental Notice"),

substantially in the form attached to the Second Preliminary Approval Order as Exhibit 1 be mailed by first-class mail, postage prepaid, on or before nine (9) calendar days after the date of entry of the Second Preliminary Approval Order ("Supplemental Notice Date") to all potential Settlement Class Members who could be identified through reasonable effort

F. Settlement Class Members were advised of the date, time, place, and purpose of the Settlement Hearing. They were further advised that any objections to the Settlement were required to be filed with the Court and served on counsel for the Settling Parties such that they were received by October 4, 2013, and that any objections to the Settlement, as amended, were required to be filed with the Court and served on counsel for the Settling Parties such that they were received by January 31, 2014.

G. The provisions of the Preliminary Approval Order and Second Preliminary Approval Order as to notice were met.

H. On September 20, 2013, Lead Plaintiff moved for final approval of the Settlement and on January 17, 2014, Lead Plaintiff moved for final approval of the Settlement, as amended, as ordered by the Court. The Settlement Hearing was duly held before this Court on February 21, 2014, at which time all interested Persons were afforded the opportunity to be heard.

I. The Court has duly considered Lead Plaintiff's motions, the declarations and memoranda of law submitted in support thereof, the Stipulation, the Amendment, and all 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 May 6, 2013; (b) the Amendment filed with the Court on October 22, 2013; (c) the

Notice filed with the Court on May 6, 2013, and (d) the Supplemental Notice filed with the Court on October 22, 2013. Capitalized terms not defined in this Judgment are as defined in the Stipulation or Amendment.

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

3. The Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies, for purposes of the Settlement only, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Settlement Class of: all Persons who, during the period from August 6, 2008 to and through October 4, 2010, inclusive (the "Class Period"), purchased or otherwise acquired the publicly traded common stock of LPS and who were allegedly damaged thereby. Excluded from the Settlement Class are: Defendants; the officers and directors of LPS; the Immediate Family Members of the Individual Defendants; any firm, trust, partnership, corporation, or entity in which any Defendant has a controlling interest; and the legal representatives, heirs, successors-in-interest or assigns of any such excluded Person. Also excluded from the Settlement Class are those putative Settlement Class Members who properly excluded themselves by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Notice, *see* Exhibit A annexed hereto.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies Lead Plaintiff Baltimore County Employees' Retirement System as Class Representative for the Settlement Class; and finally appoints Labaton Sucharow LLP and Robbins Geller Rudman & Dowd LLP as Class Counsel for the Settlement Class.

5. The notification provided for and given to the Settlement Class (i) was in compliance with the Preliminary Approval Order and the Second Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to apprise Settlement Class Members of: the Settlement's effect, the Amendment's effect, the proposed Plan of Allocation, Lead Plaintiff's Counsel's request for an award of attorney's fees and reimbursement of litigation expenses incurred in connection with the prosecution of the Action, Settlement Class Members' right to object to the Settlement and the Amendment, the Plan of Allocation, and/or Lead Plaintiff's Counsel's request for an award of attorney's fees and reimbursement of litigation expenses, and 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.

6. In light of the benefits to the Settlement Class, the complexity, expense and possible duration of further litigation against the Settling 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 and Amendment in all respects, and finds that the Settlement is in all respects fair, reasonable and adequate, and in the best interests of Lead Plaintiff, the Settlement Class, and the Settlement Class Members. The Court further finds the Settlement is the result of arm's-length negotiations between experienced counsel representing the interests of Lead Plaintiff, the Settlement Class and Defendants. The Settlement

shall be consummated in accordance with the terms and provisions of the Stipulation and Amendment.

7. The Third Amended Complaint filed on October 5, 2012 is hereby dismissed in its entirety as to all Defendants, with prejudice, and without costs to any Settling Party, except as otherwise provided herein or in the Stipulation and Amendment.

8. The Court further finds that during the course of the Action, the Settling 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, Lead Plaintiff and each and every other Settlement Class Member, on behalf of themselves and each of their respective agents, representatives, heirs, executors, trustees, administrators, beneficiaries, predecessors, affiliates (as defined in 17 C.F.R. part 210.1-02.b), successors and assigns, and any entity claiming by or through any of the Settlement Class Members, shall be deemed to have fully, finally and forever waived, released, discharged and dismissed:

(a) each and every one of the Plaintiffs' Released Claims as against each and every one of the Released Defendant Parties;

(b) all Claims, damages, and liability as to any or all of the Lead Plaintiff, Lead Plaintiff's Counsel, Defendants' Counsel, and each and every one of the Released Defendant Parties that relate in any way to any or all acts, omissions, nondisclosures, facts, matters, transactions, occurrences, or oral or written statements or representations in connection with, or directly or indirectly relating to, the prosecution, defense, or settlement of the Action or to Stipulation or the Amendment or the Settlement; and

(c) all Claims against any of the Released Defendant Parties for attorneys' fees, costs, or disbursements incurred by Lead Plaintiff's Counsel or other counsel representing Lead Plaintiff or the other Settlement Class Members (or any of them) in the Action, in connection with or related in any manner to the Action, the settlement of the Action, or the administration of the Action and/or its settlement except to the extent otherwise specified in the Stipulation or Amendment.

10. Upon the Effective Date, Defendants' Counsel and any or all Released Defendant Parties, on behalf of themselves and each of their respective agents, representatives, heirs, executors, trustees, administrators, beneficiaries, predecessors, affiliates (as defined in 17 C.F.R. part 210.1-02.b), successors and assigns, any person or entity claiming by or through any of the Defendants, and any person or entity representing Defendants, shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged the Released Plaintiff Parties from any and all Claims, whether known Claims or Unknown Claims, that relate in any way to any and all acts directly or indirectly relating to the initiation, prosecution, defense, or settlement of the Action, or to the Stipulation, Amendment, or the Settlement.

11. Upon the Effective Date, Lead Plaintiff's Counsel, on behalf of themselves and each of their respective agents, representatives, heirs, executors, trustees, administrators, beneficiaries, predecessors, affiliates (as defined in 17 C.F.R. part 210.1-02.b), successors and assigns, and any person or entity claiming by or through any of them, shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged Defendants' Counsel and all Released Defendant Parties from any and all Claims, whether known Claims or Unknown Claims, that relate in any way to any and all acts directly or indirectly relating to the prosecution, defense, or settlement of the Action, or to the Stipulation, Amendment, or the Settlement.

12. Notwithstanding ¶¶ 9-11 above, nothing herein shall bar any action or Claim by the Settling Parties to enforce the terms of this Judgment, the Stipulation, or the Amendment.

13. In accordance with 15 U.S.C. § 78u-4(f)(7)(A), any and all claims for contribution arising out of the Action (i) by any person or entity against any of the Released Defendant Parties and (ii) by any of the Released Defendant Parties against any person or entity other than as set out in 15 U.S.C. § 78u-4(f)(7)(A)(ii) are hereby permanently barred, extinguished, discharged, satisfied, and unenforceable. Accordingly, without limitation to any of the above, (i) any person or entity is hereby permanently enjoined from commencing, prosecuting, or asserting against any of the Released Defendant Parties any such claim for contribution, and (ii) the Released Defendant Parties are hereby permanently enjoined from commencing, prosecuting, or asserting against any person or entity any such Claim for contribution.

14. In accordance with 15 U.S.C. § 78u-4(f)(7)(B), any final verdict or judgment that might be obtained by or on behalf of the Settlement Class or a Settlement Class Member against any person or entity for loss for which such person or entity and any Released Parties are found to be jointly liable shall be reduced by the greater of (i) an amount that corresponds to the percentage of responsibility of any such Released Party(s) for common damages or (ii) the amount paid to the Settlement Class by or on behalf of each such Released Party(s) for common damages.

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

16. Whether or not the Effective Date occurs, consistent with paragraph 49 of the Stipulation, any discussions, negotiations, proceedings, or agreements relating to the Stipulation,

the Amendment, 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 the Settling Parties for any purpose other than to enforce this Judgment, the Stipulation, or the Amendment.

17. Defendants may file this Judgment, the Stipulation, and the Amendment 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 policies. The Settling Parties may file this Judgment, the Stipulation, and the Amendment in any action that may be brought to enforce the terms of this Judgment, the Stipulation, and the Amendment.

18. 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.

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

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

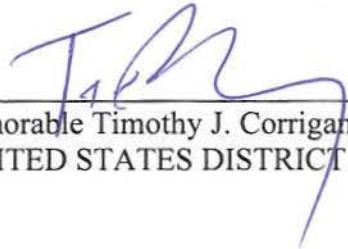
21. The Settling Parties are hereby directed to consummate the Stipulation and Amendment and to perform their terms.

22. A separate order shall be entered regarding Lead Plaintiff's Counsel's application for attorneys' fees and reimbursement 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.

23. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement; (ii) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Settlement Fund; (iii) disposition of the Settlement Fund; (iv) hearing and determining applications for attorneys' fees, costs, interest and reimbursement of expenses in the Action; (v) all Settling 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.

24. The Clerk of Court is directed to close this case.

Dated: March 4, 2014



Honorable Timothy J. Corrigan
UNITED STATES DISTRICT JUDGE

cc: Counsel

Exhibit A

1. Dwight and Vivian Griffin
2. Deborah S. Kirgan
3. Maverick Fund, L.D.C.
Maverick Fund USA, Ltd.
Maverick Fund II, Ltd.
Maverick Neutral Fund, Ltd.
Maverick Neutral Levered Fund, Ltd.
Maverick Long Fund, Ltd.
Maverick Long Enhanced Fund, Ltd.