

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

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

FIRST AMENDMENT TO STIPULATION AND AGREEMENT OF SETTLEMENT

Subject to the approval of the Court and pursuant to ¶53 of the Stipulation and Agreement of Settlement, dated as of January 28, 2013 (the “Stipulation”), the Settling Parties hereby enter into this amendment of the Stipulation (“Amendment”). This Amendment and all exhibits hereto, are hereby fully incorporated by reference into the Stipulation as though fully set forth therein. Capitalized terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise defined herein.

WHEREAS:

- A. By order dated July 8, 2013, the Court preliminarily approved the proposed Settlement, ordered that notice be disseminated to the Settlement Class, and set deadlines for the receipt of requests for exclusion from the Settlement Class and objections to the Settlement.
- B. Approximately 67,000 copies of the Notice of Pendency of Class Action and Proposed Settlement and Motion for Attorneys’ Fees and Expenses were mailed by the Claims

Administrator to potential members of the Settlement Class.

C. On or about August 2, 2013, a timely and valid request for exclusion was submitted to the Claims Administrator by Maverick Capital, Ltd. on behalf of seven of its funds (the “Opt-Outs”), whose shares exceeded the Termination Threshold set forth in the Supplemental Agreement Regarding Requests for Exclusion. Such request for exclusion would have allowed LPS the option to terminate the Settlement and render the Stipulation null and void, pursuant to ¶43 of the Stipulation.

D. On or about August 6, 2013, the Opt-Outs filed an action against the Settling Parties, among others, captioned *Maverick Fund, L.D.C., et al. v. Lender Processing Services, Inc., et al.*, No. 1:13-CV-05474-DLC (S.D.N.Y.) (the “Opt-Out Action”).

E. The Settling Parties desire to proceed with the Settlement and reach an agreement concerning how to address the Opt-Outs.

F. Based on the Claims Administrator’s review of the Opt-Outs’ transactions in LPS common stock, had the Opt-Outs stayed in the Settlement Class and filed claims, Lead Plaintiff and Lead Plaintiff’s Counsel believe the Net Settlement Fund would have been reduced by at least \$900,000 in order to pay the Opt-Outs’ claims. Under the agreement that the Settling Parties desire to reach, individual Settlement Class Members will recover no less than they would have recovered under the original Settlement had the Opt-Outs participated and received at least \$900,000 in payment of their claims.

NOW THEREFORE, without any concession by Lead Plaintiff that the Action lacks merit, and without any concession by Defendants of any liability or wrongdoing or lack of merit in their defenses, it is hereby **STIPULATED AND AGREED**, by and among the Settling Parties, through their respective attorneys, subject to approval by the Court pursuant to Rule

23(e) of the Federal Rules of Civil Procedure, that the Stipulation is hereby amended, as set forth below:

1. In the event of any inconsistency between any definition set forth herein and any definition in any other document related to the Settlement, the definition set forth below shall control.

The Opt-Out Set Aside

2. The Settling Parties agree that, of the \$14 million Settlement Amount, nine hundred thousand dollars (\$900,000) will be set aside from the Settlement Amount for the purpose specified in ¶3 hereof (the “Opt-Out Set-Aside”).

3. At any time any payments are made by, or on behalf of, LPS, to one or more of the Opt-Outs, or any attorneys’ fees or litigation expenses are incurred or paid by, or charged or billed to, LPS in connection with the Opt-Out Action or any claim, demand, suit, or settlement related to such Action or any claim asserted therein, LPS shall have the right to request at reasonable intervals (*i.e.*, not more frequently than every seven (7) calendar days) that Lead Plaintiff’s Counsel, as Escrow Agent, reimburse LPS for any such payments, fees, or expenses, and Lead Plaintiff’s counsel, as Escrow Agent, shall use funds from the Opt-Out Set-Aside to make all such requested reimbursements. The sum total of all such reimbursements shall not exceed the amount of the Opt-Out Set-Aside.

4. None of the Opt-Outs shall be eligible for any other payment from the Net Settlement Fund.

5. In order to request reimbursement of any amount in accordance with paragraph 3 above, LPS must provide Lead Plaintiff’s Counsel with documentation of any payments, attorney’s fees or litigation expenses for which reimbursement is requested. Within five (5)

business days of receiving such documentation from LPS, Lead Plaintiff's Counsel shall transfer to LPS (by wire transfer or check, as LPS shall request with sufficient payment instructions) the amount for which reimbursement is requested by LPS. The Settling Parties acknowledge that any documentation provided by LPS pursuant to this paragraph shall be treated by the Settling Parties as confidential. LPS shall not be required to disclose any information subject to the attorney-client privilege or the work product doctrine in connection with any request for reimbursement.

6. Paragraph 1(v) of the Stipulation is amended to state in its entirety:

“Net Settlement Fund” means the Settlement Fund less: (i) Court-awarded attorneys' fees and expenses; (ii) Notice and Administration Expenses; (iii) Taxes; (iv) any other fees or expenses approved by the Court, including any award to Lead Plaintiff for reasonable costs and expenses (including lost wages) pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”); and (v) the Opt-Out Set Aside.

7. If, fifteen (15) months after the Court's entry of the Judgment in this Action, the sum total amount for which LPS has requested reimbursement as of that time is less than the amount of the Opt-Out Set-Aside, the difference between the Opt-Out Set-Aside and the amount for which reimbursement has been requested shall at that time revert to the Settlement Class and be part of the Net Settlement Fund available for distribution to Authorized Claimants.

Court Approval and Supplemental Notice

8. Promptly after this Amendment has been fully executed, Lead Plaintiff's Counsel shall submit the fully executed Amendment, together with its exhibits, to the Court and shall apply for entry of an order (the “Second Preliminary Approval Order”), substantially in the form annexed hereto as Exhibit C. All Settling Parties shall consent to entry of the Second Preliminary Approval Order.

9. Pursuant to the Second Preliminary Approval Order, supplemental notice shall be sent to the Settlement Class, substantially in the form annexed hereto as Exhibit 1 to Exhibit C hereto (“Supplemental Notice”) informing them of (i) this Amendment; (ii) an extension of the deadlines for objections to the Amendment and Proofs of Claim; and (iii) a new date for the Settlement Hearing. Notwithstanding anything to the contrary that may be set forth in the Stipulation or above, LPS shall pay all the fees, costs, and expenses of disseminating the Supplemental Notice to the Settlement Class.

10. The proposed Judgment, annexed as Exhibit B to the Stipulation, is hereby superseded and replaced by the proposed Judgment annexed hereto as Exhibit D, and all references in the Stipulation to Exhibit B or “Judgment” shall be deemed to refer to Exhibit D hereto.

11. Lead Plaintiff and LPS shall each have the right to declare this Amendment null and void, by providing written notice of such declaration to all Settling Parties hereto:

- i) within five (5) calendar days of the Court entering a preliminary approval order that differs from the Second Preliminary Approval Order, annexed hereto as Exhibit C, in any way that Lead Plaintiff or LPS reasonably and in good faith believes is materially adverse to it; or
- ii) within one (1) business day of the Court refusing to approve this Amendment.

Nothing in this ¶11 shall impair or limit any of the Settling Parties’ termination rights under the Stipulation.

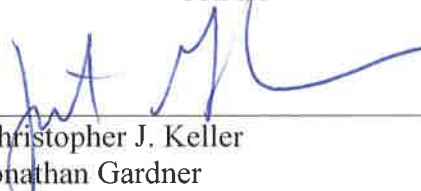
12. If the Second Preliminary Approval Order, substantially in the form annexed hereto, becomes Final, LPS’s right to terminate the Settlement pursuant to ¶43 of the Stipulation shall be extinguished.

13. If the Amendment is declared null and void pursuant to ¶11 above, then (i) the Settling Parties shall revert to their positions as of October 14, 2013 and shall have all the rights and obligations as set forth in the Stipulation as of such date as if this Amendment had not been executed; and (ii) LPS shall have five (5) calendar days from the date of any such declaration to elect to terminate the Settlement, or go forward with the Settlement, in accordance with ¶43 of the Stipulation.

14. 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 pdf'd via e-mail shall be deemed originals.

IN WITNESS WHEREOF, the Settling Parties have caused this Amendment to be executed, by their duly authorized attorneys, as of October 22, 2013.

LABATON SUCHAROW LLP



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-and-

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-and-

COOLEY LLP

 *Lyle Roberts / with permission J.A.R.*

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EXHIBIT C

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:

(a) to determine whether the proposed Settlement, as amended, is fair, reasonable and adequate, and should be finally approved;

(b) to determine whether the proposed Final Order and Judgment as to Defendants (“Judgment”) as provided under the Stipulation, as amended, should be entered, and whether the release by the Settlement Class of Plaintiffs’ Released Claims, as set forth in the Stipulation, should be provided to the Released Defendant Parties;

(c) to determine, for purposes of the Settlement only, whether the Settlement Class should be finally certified; whether Lead Plaintiff should be finally certified as Class Representative for the Settlement Class; and whether the law firms of Labaton Sucharow LLP and Robbins Geller Rudman & Dowd LLP should be finally appointed as Class Counsel for the Settlement Class;

(d) to determine whether the proposed Plan of Allocation for the Net Settlement Fund is fair and reasonable and should be approved by the Court;

(e) to consider Lead Plaintiff’s Counsel’s application for an award of attorneys’ fees and reimbursement of expenses (which may include an application for an award to Lead Plaintiff for reimbursement of its reasonable costs and expenses directly related to its representation of the Settlement Class, pursuant to the Private Securities Litigation Reform Act of 1995 (“PSLRA”));

(f) to determine whether the Court should enter the PSLRA Contribution Bar Order, as described in the Stipulation; and

(g) to rule upon such other matters as the Court may deem appropriate.

3. Supplemental Notice. The Court approves the form and substance of the Supplemental Notice annexed hereto as Exhibit 1, and finds that the procedures established for mailing and distribution of the Supplemental Notice substantially in the manner and form set forth in Paragraphs 4 and 5 of this Order (a) constitute the best notice to Settlement Class Members practicable under the circumstances, (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Amendment and to apprise Settlement Class Members of their opportunity to object to the proposed Amendment, (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice, and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c) and (d)), the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, the Rules of this Court, and any other applicable law.

4. Manner of Supplemental Notice. The previously approved Claims Administrator shall oversee and administer the Supplemental Notice procedure under the supervision of Lead Plaintiff's Counsel. The manner of providing Supplemental Notice shall be as follows:

(a) Not later than nine (9) calendar days after entry of this Order by this Court (the "Supplemental Notice Date"), the Claims Administrator shall cause the Supplemental Notice, substantially in the form annexed hereto as Exhibit 1, to be sent to each Settlement Class Member who can be identified by reasonable effort. Such notice shall be sent by first-class mail, postage prepaid, to the Settlement Class Member's last known address.

(b) Lead Plaintiff's Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Supplemental Notice.

5. Nominee Purchasers. The Claims Administrator shall mail the Supplemental Notice directly to (a) individual beneficial owners whose last-known names and addresses have been supplied by banks, brokerage firms, institutions, and other Persons who are nominees for the beneficial interest of other Persons during the Class Period (“Nominee Purchasers”); (b) any Nominee Purchasers who requested bulk shipments of the original notice of this Settlement (“Original Notice Packet”); and (c) any Nominee Purchasers who supplied the Claims Administrator with mailing labels for individual beneficial owners in response to efforts made by the Claims Administrator in connection with the mailing of the Original Notice Packet. Within five (5) calendar days of receipt of either the Supplemental Notice or the bulk shipment of the Supplemental Notice, Nominee Purchasers shall either mail the Supplemental Notice form directly to such beneficial owners or provide the Claims Administrator with mailing labels for the name and last-known address of each beneficial owner.

6. Submission of Proof of Claim Forms. Proof of Claim forms shall be submitted by Settlement Class Members in accordance with Paragraph 14 of this Court’s Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, dated July 8, 2013 (the “First Preliminary Approval Order”), except the deadline for submitting such Proof of Claim forms shall be sixty (60) days following the Settlement Hearing, or such other date as may be set by the Court.

7. Objections to Amendment of Settlement. Any member of the Settlement Class who wishes to object to the fairness, reasonableness, or adequacy of the Amendment may file an objection. The Court will consider any Settlement Class Member’s objection to the Amendment only if such Settlement Class Member has served by hand or by mail his, her or its written

objection and supporting papers such that they are received on or before twenty-one (21) calendar days before the Settlement Hearing, upon Lead Plaintiff's Counsel: Jonathan Gardner, Labaton Sucharow LLP, 140 Broadway, 34th Floor, New York, NY 10005, and Jack Reise, Robbins Geller Rudman & Dowd LLP, 120 E. Palmetto Park Road, Suite 500, Boca Raton, FL 33432; and upon Defendants' Counsel, Lyle Roberts, Cooley LLP, 1299 Pennsylvania Ave., NW, Suite 700, Washington, DC 20004; and has filed said objections and supporting papers with the Clerk of the Court, United States District Court for the Middle District of Florida. Any Settlement Class Member who does not make his, her or its objection in the manner provided for in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the Amendment, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment 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 Amendment are required to indicate in their written objection their intention to appear at the hearing. Persons who intend to object to the Amendment, and who desire to present evidence at the Settlement Hearing, must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

8. There have been no prior objections to the Settlement, the proposed Plan of Allocation, or Lead Plaintiff's Counsel's request for attorneys' fees and expenses. The Court's original objection deadline of October 4, 2013 set forth in the First Preliminary Approval Order is not hereby extended. The only objections permitted to be filed pursuant to this Order are those related to the Amendment.

9. Requests for Exclusion. Any Settlement Class Member who previously filed a request for exclusion from the Settlement Class need not file their request again. No additional requests for exclusion shall be allowed.

10. Motion Papers. All papers in support of approval of the Amendment, and Lead Plaintiff's Counsel's modified request for an award of attorneys' fees and expenses 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. If reply papers are necessary, they are to be filed with the Court and served no later than seven (7) calendar days prior to the Settlement Hearing.

11. Termination of Settlement. This Order shall become null and void, and shall be without prejudice to the rights of the Settling Parties if the Settlement is terminated in accordance with the Stipulation.

12. Nullification of Amendment. In the event that the Amendment is declared null and void by Lead Plaintiff or LPS pursuant to the Amendment, but the Settlement is not terminated, then this Order shall become null and void, the Settling Parties shall be restored to their respective positions in the Action as of October 14, 2013, and LPS shall have five (5) calendar days from the date of any such declaration to elect to terminate the Settlement, or go forward with the Settlement as it existed on October 14, 2013.

13. Use of Order. This Order shall not be construed or used as an admission, concession, or presumption by or against any of the Released Parties of any fault, wrongdoing, breach, or liability or as a waiver by any Released Party of any arguments, defenses, or claims he, she, or it may have in the event that the Settlement is terminated or the Amendment is nullified, nor shall it be used in any manner prohibited by Paragraph 49 of the Stipulation. In the event this Order becomes of no force or effect, it shall not be construed or used as an admission,

concession, or presumption by or against the Released Parties, Lead Plaintiff or the Settlement Class.

14. Continuance of Hearing. The Court reserves the right to continue or adjourn the Settlement Hearing from time to time without further notice to the Settlement Class. The Court may approve the Settlement, including the Amendment thereto, with such further modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

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

Dated: _____, 2013

Honorable Timothy J. Corrigan
UNITED STATES DISTRICT JUDGE

EXHIBIT C-1

from the Settlement Class (the “Opt-Outs”) after receiving the Original Notice. If less than \$900,000 is used by LPS, the amount remaining in the Opt-Out Set-Aside will be returned to the Net Settlement Fund and distributed to Authorized Claimants.

The original Settlement provided that, at the option of LPS, the Settlement could be terminated if Settlement Class Members who timely and validly requested exclusion from the Settlement Class collectively purchased a certain number of shares of LPS common stock (the “Termination Threshold”). The Opt-Outs’ purchases of LPS common stock resulted in the Termination Threshold being exceeded. Thus, LPS could have decided to terminate the Settlement.

In exchange for LPS’s agreement not to exercise its right to terminate the Settlement in connection with the Opt-Outs, Lead Plaintiff has agreed to create the Opt-Out Set-Aside, subject to Court approval. The reasonable costs of printing and mailing this Supplemental Notice, and the reasonable associated fees of the Claims Administrator, will be paid by LPS, not the Net Settlement Fund.

B. Impact of the Amendment on the Original Settlement

Although the Opt-Out Set-Aside may reduce the Net Settlement Amount by up to \$900,000, based on the Claims Administrator’s review of the Opt-Outs’ transactions in LPS common stock, had the Opt-Outs stayed in the Settlement Class and filed claims, Lead Plaintiff and Lead Plaintiff’s Counsel believe the Net Settlement Fund would have been reduced by at least \$900,000 in order to pay the Opt-Outs’ claims. This means that individual Settlement Class Members will recover no less in the proposed modified Settlement than they would have recovered under the original Settlement had the Opt-Outs participated.

Based on Lead Plaintiff’s estimate of the amount of shares of LPS common stock entitled to participate in the Settlement, Lead Plaintiff estimates average recoveries per allegedly damaged share of LPS common stock, before deduction of Court-approved expenses (such as attorneys’ fees and expenses and administrative costs) of \$0.18 to \$0.35 per share, depending on the assumptions used to estimate aggregate damages of the Settlement Class and the actual acceptable claims submitted.

Lead Plaintiff and Lead Plaintiff’s Counsel believe the proposed modified Settlement is fair, reasonable, and adequate and in the best interests of all Settlement Class Members. All Defendants continue to deny that they have violated any laws or are liable to the Lead Plaintiff or the Settlement Class and continue to deny that they have suffered any recoverable damages relating to their investment in LPS.

C. Lead Plaintiff's Counsel's Modified Request for Attorneys' Fees and Expenses

In view of the Amendment to the Settlement, Lead Plaintiff's Counsel will ask the Court to award attorneys' fees of 25% of \$13,100,000 (the Settlement Amount minus the maximum Opt-Out Set-Aside amount) and 25% of any funds remaining in the Opt-Out Set-Aside after the payment to LPS, plus interest on such fees at the same rate as earned by the Settlement Fund. Lead Plaintiff's Counsel will also ask for reimbursement of litigation expenses incurred in prosecuting and settling the Action in an amount not to exceed \$196,000, plus accrued interest, and reimbursement to Lead Plaintiff of its reasonable costs and expenses in the amount of \$3,629.54, pursuant to the Private Securities Litigation Reform Act of 1995 (the "Fee and Expense Application").

If the Court approves the Fee and Expense Application, the average cost per allegedly damaged share of LPS common stock for such fees and expenses would range from approximately \$0.04 to \$0.09 per share, depending on the assumptions used to estimate aggregate damages of the Settlement Class and the actual acceptable claims submitted. This fee and expense request is less than that requested by Lead Plaintiff's Counsel in the Original Notice and less than that requested in submissions previously filed with the Court in connection with the original Settlement.

D. Objections

If you are a Settlement Class Member, you can object to the modifications that have been made to the proposed Settlement. You may write to the Court setting out your objection(s). You may give reasons why you think the Court should not approve any or all of the modified terms set forth in the Amendment.

If you would like the Court to consider your views, your objection must follow the requirements and procedures in question 18 of the Original Notice, and must be filed with the Court and delivered to all of the counsel identified in question 18 of the Original Notice, **no later than _____, 2014**. If you wish to appear at the Settlement Hearing, either yourself or through an attorney, you must file and mail a Notice of Appearance in accordance with the procedures in question 22 of the Original Notice, **no later than _____, 2014**.

The Court has determined that Class Members who did not previously request to be excluded from the Class by October 4, 2013 may not request exclusion now.

E. The Fairness Hearing

The Court will hold the Settlement Hearing on _____, 2014, at __:___ .m., at the United States District Court for the Middle District of Florida at the Bryan Simpson United

States Courthouse, 300 North Hogan Street, Jacksonville, Florida, 32202.

At this hearing, the Court will consider whether the proposed Settlement, as amended, the proposed Plan of Allocation of the Net Settlement Fund, and the modified application of Lead Plaintiff's Counsel for attorneys' fees and reimbursement of expenses (summarized above) are fair, reasonable, adequate, and should be approved. Please be aware that the Court may change the date or time of the Settlement Hearing without further notice. If you or your attorney plan to come to the hearing, you should check with Lead Plaintiff's Counsel before coming to be sure that the date or time has not changed.

F. Extended Proof of Claim Submission Deadline

To qualify for a payment, you must send in a timely and valid Proof of Claim form. The Proof of Claim form was included with the Original Notice. In view of the new Settlement Hearing date, the Court has extended the deadline for Settlement Class Members to submit Proof of Claim forms. Proof of Claim forms now must be **postmarked no later than** _____, **2014**. (If you already submitted a Proof of Claim form, you do not need to submit another one.)

G. Getting More Information

This Supplemental Notice summarizes the proposed modified Settlement. More details are in the Amendment and in the Original Notice. You can get a copy of the Amendment or the Original Notice by contacting the Claims Administrator: LPS Securities Litigation, PO Box 3219, Portland, OR 97208-3219, (877) 810-7249, www.LenderProcessingServicesSecuritiesSettlement.com or Lead Plaintiff's Counsel: Labaton Sucharow LLP, 888-219-6877, settlementquestions@labaton.com, www.labaton.com; Robbins Geller Rudman & Dowd LLP, www.rgrdlaw.com.

Dated: _____, 2013

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA

EXHIBIT D

**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>[PROPOSED] FINAL</u>
LENDER PROCESSING SERVICES, INC., <i>et al.</i>)	<u>ORDER AND JUDGMENT</u>
)	
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"), 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").

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 _____, 2013 (the "Second 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 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 Amendment were required to be filed with the Court and served on counsel for the Settling Parties such that they were received by _____.

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

H. On May 6, 2013, Lead Plaintiff moved for final approval of the Settlement and on _____, Lead Plaintiff moved for final approval of the Amendment, as ordered by the Court. The Settlement Hearing was duly held before this Court on _____, 2015, 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 _____, 2013; (c) the Notice, filed with the Court on _____, and (d) the Supplemental Notice, filed with the Court on _____.

_____. 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 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 ¶¶ ____ 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.

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.

Dated: _____, 2015

Honorable Timothy J. Corrigan
UNITED STATES DISTRICT JUDGE

Exhibit A