

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In re OMNIVISION TECHNOLOGIES, INC. SECURITIES LITIGATION	)	Case No.: 5:11-cv-05235-RMW
	)	
	)	<b>NOTICE OF PENDENCY AND</b>
<hr/>	)	<b>PROPOSED CLASS ACTION</b>
This Document Relates to:	)	<b>SETTLEMENT AND MOTION FOR</b>
	)	<b>ATTORNEYS' FEES AND EXPENSES</b>
ALL ACTIONS.	)	
	)	
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**If you purchased or otherwise acquired shares of OmniVision Technologies, Inc.'s publicly traded common stock (Ticker Symbol: OVTI/CUSIP No. 682128103) in the open market during the period from August 27, 2010 to and through November 6, 2011, inclusive (the "Class Period"), and were damaged thereby, you may be entitled to receive money from a class action settlement.**

*A Federal Court authorized this Notice. This is not a solicitation from a lawyer.*

The purpose of this Notice<sup>1</sup> is to inform you of: (a) the pendency of this Action; (b) the proposed settlement of the Action (the "Settlement"); and (c) the hearing to be held by the Court (the "Settlement Hearing"). At the Settlement Hearing, the Court will consider whether the Settlement should be approved and whether to approve the application of Plaintiffs' Counsel for attorneys' fees and expenses, among other matters. This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or be excluded from the Settlement Class.

- The Settlement provides a total recovery of \$12.5 million in cash for the benefit of the Settlement Class described below.
- The Settlement resolves claims by Laborers' District Council and Contractors' Pension Fund of Ohio, Oakland County Employees' Retirement System and Woburn Retirement System (collectively the "Institutional Investors Group" or "Lead Plaintiffs") brought as a proposed class action, alleging that OmniVision Technologies, Inc. ("OmniVision" or the "Company"), misled investors regarding its status as a lead or dominant supplier of CMOS 8 megapixel image sensors for the 2011 Apple iPhone 4S and its competitive position versus Sony in that regard; avoids the costs and risks of continuing the litigation; pays money to Settlement Class Members; and releases Defendants (defined below) from liability.
- **If you are a Settlement Class Member, your legal rights will be affected by this Settlement whether you act or do not act. Please read this Notice carefully.**

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<sup>1</sup> All capitalized terms not otherwise defined in this Notice shall have the meanings provided in the Stipulation and Agreement of Settlement, dated as of December 30, 2014 (the "Settlement Agreement").

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
<b>SUBMIT A PROOF OF CLAIM FORM BY AUGUST 30, 2015</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF BY MAY 15, 2015</b>	You will get no payment. This is the only option that, assuming your claim is timely brought, might allow you to ever bring or be part of any other lawsuit against the Defendants and/or the other Released Defendant Parties concerning the Released Claims.
<b>OBJECT BY MAY 15, 2015</b>	Write to the Court about why you do not like the Settlement.
<b>GO TO A HEARING ON JUNE 5, 2015</b>	Ask to speak in Court about the Settlement.
<b>DO NOTHING</b>	You will get no payment, you will give up rights, but you will still be bound by the Settlement.

- These rights and options — **and the deadlines to exercise them** — are explained in this Notice.
- The Court in charge of this case will decide whether to approve the Settlement. Payments will be made to all Settlement Class Members who timely submit a valid Proof of Claim Form, only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

### SUMMARY OF THE NOTICE

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

Lead Plaintiffs have entered into a proposed Settlement with all Defendants that, if approved by the Court, will resolve this Action in its entirety. Pursuant to the proposed Settlement, a Settlement Fund of \$12.5 million in cash (“Settlement Amount”), has been created. The Settlement Fund will accrue interest for the benefit of Settlement Class Members. Based on estimates by the consulting experts of the number of shares of the publicly traded common stock of OmniVision entitled to participate in the Settlement, and assuming that all such shares entitled to participate do so, the average recovery per allegedly damaged share of publicly traded common stock of OmniVision would be \$0.20 per allegedly damaged share before deduction of Court-approved fees and expenses, such as attorneys’ fees and expenses and administrative costs, and approximately \$0.13 per allegedly damaged share after deduction of Court-approved fees and expenses, such as attorneys’ fees and expenses and administrative costs deduction of the attorneys’ fees and litigation expenses discussed below.<sup>2</sup> The recovery by a Settlement Class Member who timely and properly files a Proof of Claim will be a portion of the Net Settlement Fund, determined by comparing his, her, or its “Recognized Loss” to the total Recognized Losses of all Settlement Class Members who timely submit valid Proofs of Claim, as described more fully below. An individual Settlement Class Member’s actual recovery will depend on, for example: (a) the total amount of Recognized Losses of other Settlement Class Members; (b) how many shares of OmniVision common stock you purchased or acquired during the Class Period; (c) the purchase price(s) paid; (d) the date of the

<sup>2</sup> An allegedly damaged share might have been traded more than once during the Class Period, and the average recovery indicated above represents the estimated average for each purchase or acquisition of a share that allegedly incurred damages.

purchase(s); and (e) whether and when you sold your shares. See the Plan of Allocation beginning on page 13 for detailed information about calculating your Recognized Loss.

### **Statement of Potential Outcome of Case**

The Settling Parties disagree about both liability and damages and do not agree on the damages that would be recoverable if Lead Plaintiffs were to prevail on each claim asserted against Defendants. The issues on which the Settling Parties disagree include, for example: (a) whether the statements made or facts allegedly omitted were materially false or misleading, or otherwise actionable under the federal securities laws; (b) whether any allegedly materially false or misleading statements made by Defendants were made with the requisite level of intent or recklessness; (c) whether the allegedly adverse information allegedly omitted or concealed by Defendants was already known to the market thus establishing a “truth-on-the-market” defense asserted by Defendants; (d) the amounts by which OmniVision publicly traded common stock was artificially inflated (if at all) during the Class Period; (e) the appropriate economic models for determining the amounts by which OmniVision publicly traded common stock was artificially inflated (if at all) during the Class Period; (f) the extent to which external factors, such as general market, economic and industry conditions, or unusual levels of volatility, influenced the trading prices of OmniVision publicly traded common stock at various times during the Class Period; (g) the extent to which the various statements that Lead Plaintiffs alleged were materially false or misleading influenced the trading prices of OmniVision publicly traded common stock during the Class Period (if at all); and (h) the extent to which the alleged omission of various allegedly adverse material facts from Defendants' Class Period statements influenced the trading prices of OmniVision publicly traded common stock during the Class Period (if at all).

Defendants have denied and continue to deny all claims of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged in the Action, including any violations of the federal securities laws or any other legal obligation or duty potentially giving rise to the Released Claims. Defendants have denied and continue to deny each of the claims alleged by Lead Plaintiffs on behalf of the Settlement Class, including all claims in the Complaint. Defendants believe that they have meritorious defenses to all claims asserted or that could have been asserted based on the allegations of the Complaint. Defendants also have denied and continue to deny, among other things, that Lead Plaintiffs and the Settlement Class have suffered damages, that the price of OmniVision common stock was artificially inflated by reason of the alleged misrepresentations, non-disclosures, or otherwise and that Lead Plaintiffs and the Settlement Class were otherwise harmed in any other way by the conduct alleged in the Complaint. Moreover, Defendants believe that the evidence developed to date supports their position and assert that the Action has no merit. Nonetheless, Defendants have concluded that continuation of the Action would be protracted and expensive, and have taken into account the uncertainty and risks inherent in any litigation, especially a complex case like this Action, and believe that the Settlement set forth in this Settlement Agreement is in the best interests of the Company.

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

The attorneys representing Lead Plaintiffs and the Settlement Class have expended considerable time and effort in prosecuting this Action on a contingent fee basis, and have advanced all of the expenses of the Action, with the expectation that if they were successful in obtaining a recovery for the Settlement Class, they would be paid from such recovery. In this type of litigation, it is customary for plaintiffs' counsel to be awarded a percentage of the common fund recovered as attorneys' fees.

Plaintiffs' Counsel will make an application to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 27.5% of the Settlement Fund, plus any interest earned on such amount at the same rate and for the same period as earned by the Settlement Fund. Plaintiffs'

Counsel will also apply for payment of litigation expenses, exclusive of costs and expenses related to administration, incurred in prosecuting the Action in an amount not to exceed \$400,000.00, plus interest earned at the same rate as the Settlement Fund. If the Court approves the Fee and Expense Application in full, the average amount of fees and expenses will be approximately \$0.06 per allegedly damaged share.

### **Identification of Attorneys' Representatives**

Lead Plaintiffs and the Settlement Class are being represented by Barrack, Rodos & Bacine and Branstetter, Stranch & Jennings PLLC, the Court-appointed Lead Counsel. Any questions regarding the Settlement should be directed to Stephen R. Basser or Samuel M. Ward, Barrack, Rodos & Bacine, 600 West Broadway, Suite 900, San Diego, California, 92101, (619) 230-0800, [www.barrack.com](http://www.barrack.com), [omnivisionsettlement@barrack.com](mailto:omnivisionsettlement@barrack.com) or J. Gerard Stranch, IV, Branstetter, Stranch & Jennings, PLLC, 227 Second Avenue North, Fourth Floor, Nashville, TN 37201-1631, (615) 254-8801, [www.branstetterlaw.com](http://www.branstetterlaw.com), [omnivisionsettlement@branstetterlaw.com](mailto:omnivisionsettlement@branstetterlaw.com).

### **Reasons for the Settlement**

The principal reason that Lead Plaintiffs agreed to the Settlement is the immediate benefit of a substantial cash recovery for the Settlement Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Complaint; the uncertainty of whether the Court would certify a class of OmniVision shareholders as a class; the risk that the Court may grant, in whole or in part, some or all of the anticipated motions for summary judgment to be filed by Defendants; the uncertainty inherent in the Settling Parties' various and competing theories of loss causation and damages; the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any appeals).

For Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Settlement Class Members were damaged, the principal reasons for entering into the Settlement are to bring to an end the substantial burden, expense, uncertainty, and risk of further litigation.

**PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS**

## **BASIC INFORMATION**

### **1. Why did I get this notice package?**

The Court authorized that this Notice be sent to you because you or someone in your family may have purchased or otherwise acquired shares of OmniVision publicly traded common stock in the open market during the period from August 27, 2010 through November 6, 2011, inclusive.

If this description applies to you or someone in your family, you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, Settlement Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this Action is the United States District Court for the Northern District of California, in San Jose, California, and the case is known as *In re OmniVision Technologies, Inc., Securities Litigation* Case No. 5:11-cv-05235-RMW (N.D. Cal.). The Action is assigned to the Honorable Ronald M. Whyte, United States District Judge.

The institutions that are suing are collectively referred to as the Institutional Investors Group or Lead Plaintiffs. The company and persons being sued, namely OmniVision, Shaw Hong (“Hong”), OmniVision’s President, chief executive officer and Chairman of the Company’s Board of Directors, Anson Chan (“Chan”), OmniVision’s chief financial officer, and Aurelio “Ray” Cisneros (“Cisneros”), OmniVision’s Vice President and Head of Worldwide Sales, are called the Defendants. Hong, Chan and Cisneros are also referred to as the “Individual Defendants.” Collectively, OmniVision and the Individual Defendants are referred to as “Defendants.”

## **2. What is this lawsuit about?**

OmniVision is a leading global provider of CMOS image sensors to, among others, leading mobile phone and tablet manufacturers and original equipment manufacturers. OmniVision’s image sensors were used in several smartphone products including the 2009 and 2010 versions of the Apple iPhone. In October 2011, a publication reported that a Sony image sensor was in the 2011 version of the iPhone. On November 6, 2011 OmniVision disclosed that its revenues and earnings for its second quarter of its fiscal year 2012 ending October 31, 2011, would fall short of expectations. The lawsuit alleges that OmniVision misled investors regarding its status as a lead or dominant supplier of CMOS 8 megapixel image sensors for the 2011 Apple iPhone 4S and its competitive position versus Sony in that regard.

This Action was commenced on October 26, 2011. By order dated February 21, 2012 the Court appointed the Institutional Investors Group as Lead Plaintiffs and approved the Institutional Investors Group’s selection of Barrack, Rodos and Bacine and Branstetter, Stranch & Jennings PLLC as Lead Counsel.

On April 23, 2012, the Institutional Investors Group filed Lead Plaintiffs’ Consolidated Class Action Complaint (the “Complaint”) asserting claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. On June 25, 2012, Defendants filed a motion seeking the dismissal of the Complaint. On March 29, 2013, following briefing and oral argument on Defendants’ motion, Judge Whyte issued an order denying the motion to dismiss but holding that a number of statements alleged were not actionable as a matter of law. On May 3, 2013, Defendants filed their answer to the Complaint.

Thereafter, Lead Plaintiffs served discovery requests upon Defendants and subpoenas on third parties. During the course of discovery, Lead Counsel retained and consulted with experts in damages, loss causation, materiality, supply chain management and image sensor development. Defendants, in turn, served discovery requests upon the Lead Plaintiffs to which they responded.

Defendants produced over 282,000 pages of documents and third parties produced an additional 115,000 pages. Defendants and Lead Plaintiffs discussed the utility of engaging a neutral mediator for the purpose of exploring a resolution of the Action. To that end, the Settling Parties agreed to engage the Honorable Layn R. Phillips (Ret.) (“Judge Phillips”), a former United States District Judge with extensive experience in mediating complex securities class actions. At the request of Judge Phillips, in November 2013, Lead Plaintiffs and Defendants exchanged lengthy and detailed mediation briefs, each citing extensively to the documents that were produced by Defendants.

On December 5, 2013, representatives of the Settling Parties, along with representatives of OmniVision’s insurers, met for a face-to-face mediation in Judge Phillips’ office. The Settling Parties

were unable to reach an agreement as to the terms of a proposed settlement at that time and returned to active discovery thereafter. On May 7, 2014, the Settling Parties engaged in another face-to-face settlement mediation facilitated by Judge Phillips. Once again, mediation did not produce an agreement and the parties continued to engage in discovery. Lead Plaintiffs sought additional documents from the Company and third parties, and further answers to written interrogatories. Lead Plaintiffs took two substantive depositions, including a Rule 30(b)(6) deposition of the Company given by its representative, Aurelio “Ray” Cisneros, Vice-President of Worldwide Sales, who also is an Individual Defendant. Lead Plaintiffs pursued an expert report in earnest to support a contemplated motion for class certification and scheduled additional depositions of key company and analyst witnesses. While these vigorous efforts to complete discovery and forensic expert analysis were ongoing, mediation discussions were renewed telephonically, assisted by Judge Phillips. In October 2014, after further extensive communications with Judge Phillips, Lead Plaintiffs and Defendants reached an agreement in principle to settle this Action.

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

In a class action, one or more persons or entities (in this case, the Lead Plaintiffs) bring a lawsuit on behalf of people and entities who have similar claims. Together, these people and entities are a class, and each is a class member. 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 as individual actions. A single court resolves the issues raised in the lawsuit for all class members at the same time, except for those class members who exclude themselves, or “opt-out,” from the class.

**4. Why is there a settlement?**

With the assistance of Judge Phillips acting as a mediator, the Settling Parties ultimately agreed-in-principle on October 17, 2014, to a settlement of the claims raised in the Action. The Settlement will end all the claims against Defendants in the Action and will avoid the uncertainties and costs of further litigation and any future trial. Affected investors will be eligible to receive compensation immediately, rather than after the time it would take to resolve future motions, complete discovery, have a trial, and exhaust all appeals. Lead Plaintiffs and Lead Counsel think the Settlement is in the best interests of the Settlement Class.

**WHO IS IN THE SETTLEMENT**

To be eligible for a payment from the proceeds of the Settlement, you must be a Settlement Class Member.

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

The Court has decided, subject to the exceptions set forth in Question 6 below, that everyone who fits this description is a Settlement Class Member and subject to the Settlement:

All Persons who purchased or otherwise acquired OmniVision’s publicly traded common stock on the open market between August 27, 2010 and November 6, 2011, inclusive.

You are a Settlement Class Member only if you individually purchased OmniVision publicly traded common stock during the Class Period. Check your investment records or contact your broker to see if you purchased OmniVision publicly traded common stock during the Class Period.

If one of your mutual funds purchased OmniVision common stock during the Class Period, that alone does not make you a Settlement Class Member. If you sold OmniVision publicly traded common stock during the Class Period, that alone does not make you a Settlement Class Member. You are a Settlement Class Member only if you purchased or otherwise acquired OmniVision's publicly traded common stock during the Class Period.

**6. Are there exceptions to being included?**

Yes. There are some people who are excluded from the Settlement Class by definition. Excluded from the Settlement Class are: the Defendants; members of the immediate families of the Individual Defendants; all of OmniVision's subsidiaries and affiliates; any person who is or was an officer or director of OmniVision or any of OmniVision's subsidiaries or affiliates during the Class Period; any entity in which any Defendant has a controlling interest; and the legal representatives, heirs, successors, and assigns of any such excluded person or entity.

Also excluded from the Settlement Class is anyone who submits a valid and timely request for exclusion from the Settlement Class, in accordance with the procedures set forth in Question 13 below.

**7. What if I am still not sure if I am included?**

If you are still not sure whether you are included in the Settlement, you can ask for free help. You can call the Claims Administrator toll-free at 1-844-491-5741, contact the Claims Administrator through the 'Contact Us' section of the website [www.OmniVisionSecuritiesLitigation.com](http://www.OmniVisionSecuritiesLitigation.com), or write to the Claims Administrator at *OmniVision Technologies, Inc. Securities Litigation*, c/o Heffler Claims Group, P.O. Box 150, Philadelphia, PA 19105-0150. Or you can fill out and return the Proof of Claim form described in Question 10, to see if you qualify.

**THE SETTLEMENT BENEFITS — WHAT YOU GET**

**8. What does the Settlement provide?**

In exchange for the Settlement and the release of the Released Claims (defined below) against the Released Defendant Parties, Defendants have agreed to pay Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) cash ("Settlement Fund"). The Settlement Fund, plus interest earned thereon and after deduction of Court-approved fees and expenses, will be distributed among all Settlement Class Members who submit a valid Proof of Claim form and are found by the Court to be entitled to a distribution from the Net Settlement Fund ("Authorized Claimants"). OmniVision's insurance carriers are paying the \$12.5 million Settlement Fund.

**9. How much will my payment be?**

If you are an Authorized Claimant entitled to a payment, your share of the Net Settlement Fund will depend on several things, including, total amount of Recognized Losses (defined below) of other Settlement Class Members; how many shares of OmniVision publicly traded common stock you bought; how much you paid for it; when you bought it; and whether or when you sold it, and if so, for how much you sold it.

You can calculate your Recognized Loss in accordance with the formulas shown below in the Plan of Allocation. It is unlikely that you will receive a payment for all of your Recognized Loss. See the Plan of Allocation of Net Settlement Fund on pages 13-18 for more information on your Recognized Loss.

**HOW YOU RECEIVE A PAYMENT:  
SUBMITTING A PROOF OF CLAIM FORM**

**10. How can I receive a payment?**

To qualify for a payment, you must submit a timely and valid Proof of Claim form. A Proof of Claim form is included with this Notice. If you did not receive a Proof of Claim form, you can obtain one on the Internet at the website for the Claims Administrator: [www.OmniVisionSecuritiesLitigation.com](http://www.OmniVisionSecuritiesLitigation.com), or Co-Lead Counsel: [www.barrack.com](http://www.barrack.com) and [www.branstetterlaw.com](http://www.branstetterlaw.com). You can also ask for a Proof of Claim form by calling the Claims Administrator toll-free at 1-844-491-5741.

Please read the instructions carefully, fill out the Proof of Claim form, include all the documents the form requests, sign it, and mail or submit it to the Claims Administrator so that it is **postmarked or received no later than August 30, 2015**.

**11. When will I receive my payment?**

When payments will occur depends on several factors. The Court will hold a hearing on June 5, 2015 to decide, among other things, whether to finally approve the Settlement. Even if the Court approves the Settlement, there may be appeals which can take time to resolve, perhaps more than a year. It also takes a long time for all of the Proofs of Claim to be accurately reviewed and processed. Please be patient.

**12. What am I giving up to receive a payment or stay in the Settlement Class?**

Unless you exclude yourself, you will remain a member of the Settlement Class. As a member of the Settlement Class, upon the “Effective Date,” you will release all “Released Claims” (as defined below) against the “Released Defendant Parties” (as defined below).

“**Released Claims**” means any and all claims (including, but not limited to, any claims for damages, interest, attorneys’ fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), rights, causes of action, duties, controversies, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damage, losses, judgments, liabilities, allegations and arguments of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, local, foreign or statutory or common law or administrative law, or any other law, rule or regulation at law or in equity, whether class or individual in nature, whether fixed or contingent, whether accrued or un-accrued, whether liquidated or un-liquidated, whether matured or un-matured, including both known claims and Unknown Claims, that Lead Plaintiffs or any other Settlement Class Member (i) asserted in this Action or (ii) could have asserted in the Action or any other action or in any forum, that arise out of, relate to, or are in connection with the claims, allegations, transactions, facts, events, acts, disclosures, statements, representations or omissions or failures to act, involved, set forth or referred to in the complaints filed in this Action and that relate to the purchase or acquisition of OmniVision’s publicly traded common stock on the open market during the Class Period. For the avoidance of doubt, “Released Claims” does not include (i) claims to enforce the Settlement; (ii) any governmental or regulatory agency’s claims in any criminal or civil action against any of the Released Defendant Parties; and (iii) claims in *In re OmniVision Technologies, Inc. Derivative Shareholder Litigation*, Case No. 1-12-cv-216875 (Cal. Superior Court, County of Santa Clara); *Pope v. Shaw Hong, et al.*, Case No. 7514 (Delaware Court of Chancery); and *Carpenters Pension Fund of West Virginia v. Shaw Hong, et al.*, Case No. 12-cv-1423 (Northern District of California).

**“Released Defendant Parties”** means the Defendants and their respective current and former parents, subsidiaries, affiliates, trustees, officers, directors, principals, employees, agents, employers, controlling persons, partners, insurers, reinsurers, auditors, accountants, advisors, financial advisors, investment advisors, commercial bank lenders, investment bankers, creditors, administrators, estates, legal representatives, heirs, attorneys, predecessors, successors or assigns, divisions, joint ventures, general or limited partners or partnerships, limited liability companies and any trust of which any Individual Defendant is the settlor or which is for the benefit of a member of their Immediate Family; and, as to each of the foregoing, their respective current and former legal representatives, heirs, successors or assigns.

**“Unknown Claims”** means any and all Released Claims which any Lead Plaintiff, any other Settlement Class Member or any other Released Plaintiff Party 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 Released Defendants’ Claims that any Defendant or any other Released Defendant Party 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. With respect to any and all Released Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and the Defendants shall expressly, and each other Settlement Class Member, Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, expressly waived and relinquished any and all provisions, rights and benefits conferred by Cal. Civ. Code § 1542, or any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

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

Lead Plaintiffs, the other Settlement Class Members, the Released Plaintiff Parties, the Defendants and the other Released Defendant Parties acknowledge that they may hereafter discover facts in addition to or different from those which any of them or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants’ Claims, but Lead Plaintiffs and the Defendants shall expressly, fully, finally and forever settle and release, and each other Settlement Class Member, Released Plaintiff Parties and Released Defendant Parties 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 that now exist or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts, without regard to whether those facts were concealed or hidden. Lead Plaintiffs and the Defendants acknowledge, and other Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of Released Claims and Released Defendants’ Claims was separately bargained for and was a key element of the Settlement.

The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

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

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and the other Released Defendant Parties on your own concerning the Released Claims, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself or “opting out.” **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, OmniVision may terminate the Settlement if Settlement Class Members who purchased in excess of a certain amount of OmniVision’s publicly traded common stock opt out from the Settlement Class.

### **13. How do I exclude myself from the proposed Settlement?**

To exclude yourself from the Settlement Class, you must mail a signed letter stating that you “wish to be excluded from the Settlement Class in *In re OmniVision Technologies, Inc. Litigation*, Case No. 5:11-cv-05235-RMW (N.D. Cal.)” You cannot exclude yourself by telephone or e-mail. Your letter must state the number of shares of OmniVision publicly traded common stock that you owned as of the beginning of trading on August 27, 2010 (the first day of the Class Period), and the date(s), price(s), and number(s) of shares of all of your purchases, acquisitions, and sales of OmniVision publicly traded common stock during the Class Period. Your letter must include your name, mailing address, telephone number, e-mail address, signature, and documentation (such as brokerage statements) reflecting your reported trading of OmniVision publicly traded common stock. You must submit your exclusion request so that it is **received no later than May 15, 2015** to:

*OmniVision Technologies, Inc. Securities Litigation*  
c/o Heffler Claims Group  
P.O. Box 150  
Philadelphia, PA 19105-0150

Your exclusion request must comply with these requirements in order to be valid. If you ask to be excluded, you will not receive any settlement payment, and you cannot object to the Settlement. Moreover, if you submit a valid exclusion request, you will not be legally bound by anything that happens in connection with this Settlement, and you may be able to sue (or continue to sue) Defendants and the other Released Defendant Parties in the future.

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

No. Unless you properly exclude yourself, you remain in the Settlement Class and you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you do not exclude yourself, you will not be entitled to receive any recovery in any other action against any of the Released Defendant Parties based on or arising out of the Released Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **May 15, 2015**.

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

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

## THE LAWYERS REPRESENTING YOU

### 16. Do I have a lawyer in this case?

The Court ordered the law firms of Barrack, Rodos & Bacine and Branstetter, Stranch & Jennings PLLC to represent all Settlement Class Members. These lawyers are called Co-Lead Counsel.

You will not be separately charged for any of these lawyers. The Court will determine the amount of Plaintiffs' 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.

### 17. How will the lawyers be paid?

Plaintiffs' Counsel have not been paid for any of their work. They will ask the Court to award them, from the Settlement Fund, attorneys' fees of up to 27.5% of the Settlement Fund, plus interest on such fees at the same rate as earned by the Settlement Fund. Plaintiffs' Counsel will also seek payment of litigation expenses, exclusive of costs and expenses related to administration, incurred by Plaintiffs' Counsel in connection with the prosecution of this Action of no more than \$400,000.00, plus interest on such expenses at the same rate as earned by the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### 18. How do I tell the Court that I do not like the proposed Settlement?

If you are a Settlement Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. Written objections must include your name, address, telephone number, e-mail address, and signature; identify the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of OmniVision publicly traded common stock during the Class Period; identify the number of shares of OmniVision publicly traded common stock owned as of the beginning of trading on August 27, 2010; and state the reasons why you object to the Settlement and which part(s) of the Settlement you object to. You must supply documentation, such as brokerage statements, showing your reported trading in OmniVision publicly traded common stock. Unless otherwise ordered by the Court, any Settlement 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 and the Fee and Expense Application.

You may also appear at the Final Approval Hearing, either in person or through your own attorney (see question 22). If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*In re OmniVision Technologies, Inc. Securities Litigation*, Case Number 5:11-cv-05235-RMW), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Jose Division, United States Courthouse, 280 South 1<sup>st</sup> Street, Second Floor, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before May 15, 2015.

## **19. What is the difference between objecting and excluding?**

Objecting is telling the Court that you do not like something about the proposed Settlement, Plan of Allocation, or Fee and Expense Application. You can still receive a payment from the Settlement if you timely file a valid claim. You can object only if you stay in the Settlement Class.

Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

## **THE SETTLEMENT HEARING**

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

The Court will hold the Settlement Hearing on June 5, 2015, at 9:00 am., in Courtroom 6 of the United States Courthouse, 280 South 1<sup>st</sup> Street, San Jose, California 95113.

At this hearing, the Court will consider (i) whether the Settlement is fair, reasonable, and adequate and should be finally approved; (ii) the proposed Plan of Allocation; and (iii) the application of Plaintiffs' Counsel for an award of attorneys' fees and payment of litigation expenses. The Court will take into consideration any written objections filed in accordance with the instructions in Question 18. We do not know how long it will take the Court to make these decisions.

You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Settlement Class Members. If you want to attend the hearing, you should check with Co-Lead Counsel beforehand, or the Settlement website at [www.OmniVisionSecuritiesLitigation.com](http://www.OmniVisionSecuritiesLitigation.com), to be sure that the date and/or time has not changed.

### **21. Do I have to come to the Settlement Hearing?**

No. Lead Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, you do not have to come to Court to discuss it. You may also pay your own lawyer to attend, but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 22 below.

### **22. May I speak at the Settlement Hearing?**

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 18) a statement that it is your intention to appear in "*In re OmniVision Technologies, Inc. Securities Litigation*, Case No. 5:11-cv-05235-RMW (N.D. Cal.)." Persons who intend to object to the Settlement, the Plan of Allocation, or Plaintiffs' Counsel's Fee and Expense Application and desire to present evidence at the Settlement Hearing must also include with their objections (prepared and submitted in accordance with the answer to Question 18 above), the identity of any witness they may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you excluded yourself from the Settlement 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 response to Questions 18 and 22.

## IF YOU DO NOTHING

### 23. What happens if I do nothing at all?

If you do nothing and you are a member of the Settlement Class, you will receive no money from this Settlement and 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 concerning the Released Claims. To share in the Net Settlement Fund, you must submit a Proof of Claim form (*see* Question 10). To start, continue or be a part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Released Claims in this case, you must exclude yourself from the Settlement Class (*see* Question 13).

## GETTING MORE INFORMATION

### 24. Are there more details about the proposed Settlement?

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at [www.OmniVisionSecuritiesLitigation.com](http://www.OmniVisionSecuritiesLitigation.com), by calling the Claims Administrator toll free at 1-844-491-5741; by writing to the Claims Administrator at *OmniVision Technologies, Inc. Securities Litigation*, c/o Heffler Claims Group, P.O. Box 150, Philadelphia, PA 19105-0150; by contacting class counsel at Barrack, Rodos & Bacine, 600 West Broadway, Suite 900, San Diego, California, 92101, or Branstetter, Stranch & Jennings, PLLC, 227 Second Avenue North, Fourth Floor, Nashville, TN 37201-1631; by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>; or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, Second Floor, San Jose, CA 95113, on weekdays (other than court holidays) between 10:00 a.m. and 4:00 p.m.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

## PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

### A. Preliminary Matters

As discussed in this Notice, a settlement has been reached in this Action, which provides \$12.5 million in cash for the benefit of the Settlement Class. The Settlement Amount and the interest earned thereon is the "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the "Net Settlement Fund." The Net Settlement Fund will be distributed to members of the Settlement Class who timely submit valid Proofs of Claim that show a Recognized Claim and are approved by the Court ("Authorized Claimants"). Settlement Class Members who do not timely submit valid Proofs of Claim will not share in the Settlement proceeds, but will otherwise be bound by the terms of the Settlement. The Court may approve this Plan of Allocation, or modify it without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the settlement website at [www.OmniVisionSecuritiesLitigation.com](http://www.OmniVisionSecuritiesLitigation.com) as well as the website of Lead Counsel at [www.barrack.com](http://www.barrack.com) and [www.branstetterlaw.com](http://www.branstetterlaw.com).

Defendants, their respective counsel, and all other Released Defendant Parties 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. Lead Plaintiffs and Lead Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

The purpose of this Plan of Allocation of the Net Settlement Fund (“Plan of Allocation” or “Plan”) is to establish a reasonable and equitable method of distributing the Net Settlement Fund among Authorized Claimants who allegedly 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. For purposes of determining the amount an Authorized Claimant may recover under this Plan, Lead Counsel have conferred with a consulting damages expert and others. This Plan is intended to be generally consistent with an assessment of, among other things, the damages that Lead Counsel and Lead Plaintiffs believe were recoverable in the Action. The Plan, however, is not a formal damages analysis and the calculations made pursuant to the Plan are not intended to be estimates of, nor indicative of, the amounts that Settlement Class Members might have been able to recover after a trial.

The formulas described below for calculating Recognized Losses and Recognized Claims are not intended to estimate the amount that will actually be paid to Authorized Claimants. Rather, these formulas provide the basis on which the Net Settlement Fund will be distributed among Authorized Claimants.

The Plan of Allocation establishes a Settlement Class Member’s loss for the purpose of a pro rata allocation of the Net Settlement Fund to Authorized Claimants. For losses to be compensable under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. In this case, Lead Plaintiffs allege that Defendants issued false statements and omitted material facts during the period from August 27, 2010 until November 6, 2011, which buoyed or inflated the price of OmniVision publicly traded common stock. It is alleged that certain corrective disclosures that occurred on August 25, 2011, October 14, 2011 and November 6, 2011 caused the market price of OmniVision publicly traded common stock to decline on August 25, 2011, October 14, 2011 and November 7, 2011, respectively, in a statistically significant manner.

A damages expert retained by Lead Plaintiffs determined that the market prices of OmniVision Common Stock declined in a statistically significant manner as a result of the newly disclosed information that Plaintiffs allege affected the price of the stock on these dates. The analysis of the alleged corrective disclosure dates by lead Plaintiffs’ damages expert also revealed that on certain of the alleged corrective disclosure dates, other negative news in addition to the corrective information caused the stock price fall, and therefore the inflation revealed by the stock price declines on those days. The Plan of Allocation reflects Lead Plaintiffs’ damages expert’s analysis, including a review of publicly available information regarding OmniVision and statistical analysis of the price movements of OmniVision Common Stock and the price performance of relevant market and peer indices during the Settlement Class Period.

In order to have a “Recognized Loss Amount” under the Plan of Allocation, OmniVision Common Stock must have been purchased/acquired during the Class Period and held through at least one of the alleged disclosures that resulted in a statistically significant negative change in price inflation. Furthermore, the calculation of the Recognized Loss Amount takes into account that the inflation paid at the time of purchase/acquisition must exceed the inflation at the time of sale for an investor to have suffered a loss as a result of the alleged fraud.

A Recognized Loss Amount will be calculated by the Claims Administrator as set forth below for each purchase or other acquisition of OmniVision Common Stock from August 27, 2010, through and including November 4, 2011, that is listed in the Claim Form and for which adequate documentation is provided. November 4, 2011 was the last trading day before the corrective disclosure on Sunday, November 6, 2011. To the extent that a calculation of a Recognized Loss Amount results in a negative number, that number shall be set to zero.

**B. Recognized Loss Calculations**

1. For each share of Common Stock purchased or otherwise acquired from August 27, 2010 through and including August 25, 2011, and:

A. Sold before the opening of trading on August 26, 2011, the Recognized Loss Amount for each such share shall be zero.

B. Sold after the opening of trading on August 26, 2011 and before the close of trading on October 13, 2011, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$2.52; or
- ii. the actual purchase/acquisition price minus the actual sale price.

C. Sold after the close of trading on October 13, 2011 and before the close of trading on October 19, 2011, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$4.27; or
- ii. the actual purchase/acquisition price minus the actual sale price.

D. Sold after the close of trading on October 19, 2011 and before the close of trading on November 4, 2011, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$2.33; or
- ii. the actual purchase/acquisition price minus the actual sale price.

E. Sold after the close of trading on November 4, 2011 and before the close of trading on February 3, 2012, the Recognized Loss Amount for each such share shall be the lesser of:

- i. (i) \$3.14; or
- ii. the actual purchase/acquisition price of each such share minus the average closing price from November 7, 2011, up to the date of sale as set forth in Table A below.

F. Held as of the close of trading on February 3, 2012, the Recognized Loss Amount for each such share shall be the lesser of:

- i. (i) \$3.14; or
- ii. actual purchase/acquisition price of each such share minus \$12.70.

2. For each share of Common Stock purchased or otherwise acquired from August 26, 2011 through and including October 13, 2011, and:

A. Sold before the opening of trading on October 14, 2011, the Recognized Loss Amount for each such share shall be zero.

B. Sold after the opening of trading on October 14, 2011 and before the close of trading on October 19, 2011, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$1.76; or
- ii. the actual purchase/acquisition price minus the actual sale price.

C. Sold after the close of trading on October 19, 2011 and before the close of trading on November 4, 2011, the Recognized Loss Amount for each such share shall be zero.

D. Sold after the close of trading on November 4, 2011 and before the close of trading on February 3, 2012, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$0.63; or
- ii. the actual purchase/acquisition price of each such share minus the average closing price from November 7, 2011, up to the date of sale as set forth in Table A below.

E. Held as of the close of trading on February 3, 2012, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$0.63; or
- ii. the actual purchase/acquisition price of each such share minus \$12.70.

3. For each share of Common Stock purchased or otherwise acquired from October 14, 2011 through and including October 19, 2011, the Recognized Loss Amount for each such share shall be zero.

4. For each share of Common Stock purchased or otherwise acquired from October 20, 2011 through and including November 4, 2011, and:

A. Sold before the close of trading on November 4, 2011, the Recognized Loss Amount for each such share shall be zero.

B. Sold after the close of trading on November 4, 2011 and before the close of trading on February 3, 2012, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$0.82; or
- ii. the actual purchase/acquisition price of each such share minus the average closing price from November 7, 2011, up to the date of sale as set forth in Table A below.

C. Held as of the close of trading on February 3, 2012, the Recognized Loss Amount for each such share shall be the lesser of:

- i. \$0.82; or
- ii. the actual purchase/acquisition price of each such share minus \$12.70

**TABLE A**

Date	Average Closing Price Between November 7, 2011 and Date Shown	Date	Average Closing Price Between November 7, 2011 and Date Shown
11/7/2011	\$14.26	12/21/2011	\$12.23
11/8/2011	\$14.35	12/22/2011	\$12.24
11/9/2011	\$14.15	12/23/2011	\$12.25
11/10/2011	\$13.88	12/27/2011	\$12.26
11/11/2011	\$13.75	12/28/2011	\$12.26
11/14/2011	\$13.65	12/29/2011	\$12.25
11/15/2011	\$13.54	12/30/2011	\$12.25
11/16/2011	\$13.48	1/3/2012	\$12.26
11/17/2011	\$13.36	1/4/2012	\$12.26
11/18/2011	\$13.26	1/5/2012	\$12.26
11/21/2011	\$13.12	1/6/2012	\$12.27
11/22/2011	\$12.97	1/9/2012	\$12.28
11/23/2011	\$12.82	1/10/2012	\$12.29
11/25/2011	\$12.64	1/11/2012	\$12.31
11/28/2011	\$12.58	1/12/2012	\$12.33
11/29/2011	\$12.50	1/13/2012	\$12.33
11/30/2011	\$12.39	1/17/2012	\$12.33
12/1/2011	\$12.34	1/18/2012	\$12.35
12/2/2011	\$12.31	1/19/2012	\$12.38
12/5/2011	\$12.30	1/20/2012	\$12.40
12/6/2011	\$12.29	1/23/2012	\$12.42
12/7/2011	\$12.31	1/24/2012	\$12.45
12/8/2011	\$12.32	1/25/2012	\$12.48
12/9/2011	\$12.36	1/26/2012	\$12.50
12/12/2011	\$12.38	1/27/2012	\$12.54
12/13/2011	\$12.38	1/30/2012	\$12.56
12/14/2011	\$12.36	1/31/2012	\$12.57
12/15/2011	\$12.33	2/1/2012	\$12.61
12/16/2011	\$12.31	2/2/2012	\$12.65
12/19/2011	\$12.27	2/3/2012	\$12.70
12/20/2011	\$12.25	----	----

**C. Additional Provisions**

If a Settlement Class Member has more than one purchase, acquisition or sale of OmniVision publicly traded common stock during the Class Period, all purchases, acquisitions and sales shall be matched on a FIFO basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period, and then against purchases or acquisitions in chronological order, beginning with the earliest purchase or acquisition made during the Class Period.

Purchases or acquisitions and sales of OmniVision publicly traded 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 OmniVision publicly traded common stock during the Class Period shall not be deemed a purchase acquisition or sale of these shares of OmniVision publicly traded common stock for purposes of the calculation of a Claimant’s Recognized Loss Amount, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of OmniVision publicly traded common stock unless: (i) the donor or decedent purchased or otherwise acquired such shares of OmniVision publicly traded common stock during the Class Period; (ii)

no Proof of Claim was submitted by or on behalf of the donor, or the decedent, or by anyone else with respect to such shares of OmniVision publicly traded common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the OmniVision publicly traded common stock. The date of a “short sale” is deemed to be the date of sale of OmniVision publicly traded 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 OmniVision publicly traded 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.

OmniVision publicly traded common stock is the only security eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell OmniVision publicly traded common stock are not securities eligible to participate in the Settlement. With respect to OmniVision publicly traded common stock purchased or sold through the exercise of an option, the purchase or sale date of the OmniVision publicly traded common stock is the exercise date of the option and the purchase or 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.” A Claimant’s Recognized Claim shall be the amount used by the Claims Administrator to calculate the Claimant’s pro-rata share of the Net Settlement Fund. If the sum total of Recognized Claims of all Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Claimant shall receive his, her, or its pro rata share of the Net Settlement Fund. The pro rata share shall be the Claimant’s Recognized Claim divided by the total of Recognized Claims of all Claimants, multiplied by the total amount in the Net Settlement Fund.

The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

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.

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 after at least six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), Lead Counsel shall, if feasible and economical, reallocate such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. When it is no longer feasible or economical to redistribute the Net Settlement Fund, any balance that still remains after payment of Notice and Administration Expenses, Taxes, and attorneys’ fees and expenses, if any, shall be contributed to the ABA Fund for Justice and Education, a 501(c)(3) non-profit organization that supports law related public service.

Each Claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Northern District of California, San Jose Division, with respect to his, her, or its Proof of Claim.

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

If you purchased or otherwise acquired the publicly traded common stock of OmniVision during the Class Period for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN SEVEN (7) 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 such OmniVision security during such time period; or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within seven (7) days mail the Notice and Proof of Claim form directly to the beneficial owners of that security. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are also directed to maintain the mailing records for use in connection with additional notices in the Action. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

*OmniVision Technologies, Inc. Securities Litigation*  
c/o Heffler Claims Group  
P.O. Box 150  
Philadelphia, PA 19105-0150

**PLEASE DO NOT TELEPHONE THE COURT OR THE CLERK'S OFFICE ABOUT THE SETTLEMENT OR THE  
CLAIMS PROCESS**

Dated: March 4, 2015

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE NORTHERN  
DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

In re OMNIVISION TECHNOLOGIES, INC. SECURITIES LITIGATION	)	Case No.: 5:11-cv-05235-RMW
	)	
	)	
<u>This Document Relates To All Actions</u>	)	

**PROOF OF CLAIM**

**I. GENERAL INSTRUCTIONS**

1. To recover as an Authorized Claimant based on your claims in the action entitled *In re OmniVision Technologies, Inc. Securities Litigation*, 5:11-cv-05235 (RMW) (N.D. Cal.) (the “Action”), you must complete and, on page 7 hereof, sign this Proof of Claim form. If you fail to submit a properly completed and addressed Proof of Claim form, 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 form, however, does not assure that you will share in the Net Settlement Fund.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM FORM POSTMARKED NO LATER THAN AUGUST 30, 2015, ADDRESSED AS FOLLOWS: OmniVision Technologies, Inc. Securities Litigation, c/o Heffler Claims Group, P.O. Box 150, Philadelphia, PA 19105-0150.

4. If you are NOT a Class Member (as defined in the Notice of Pendency and Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses (“Notice”) that accompanies this Proof of Claim), DO NOT submit a Proof of Claim form.

5. If you are a Class Member and have not requested exclusion, you will be bound by the terms of the Settlement and any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM FORM.

**II. DEFINITIONS**

Capitalized terms not defined in this Proof of Claim have the same meaning as defined in the Notice that accompanies this form.

**III. CLAIMANT IDENTIFICATION**

1. If you purchased or otherwise acquired OmniVision Technologies, Inc. (“OmniVision”) publicly traded common stock and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased the common stock but the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record (“nominee”), if different from the beneficial purchaser of OmniVision common stock which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

**NOTE:** Separate Proofs of Claim should be submitted for each separate legal entity (for example, a claim from joint owners should not include separate transactions of just one of the joint owners, and an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Conversely, a single Proof of Claim should be submitted on behalf of one legal entity including all transactions made by that entity, no matter how many separate accounts that entity has (for example, a corporation with multiple brokerage accounts should include all transactions made in OmniVision common stock during the Class Period on one Proof of Claim, no matter how many accounts the transactions were made in). All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of Persons represented by them and proof of their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

#### **IV. CLAIM FORM**

1. Use Part II of this form entitled "Schedule of Transactions in OmniVision Publicly Traded Common Stock" to supply all required details of your transaction(s) in such common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. On the schedules, provide all of the requested information with respect to all of your purchases and all of your sales or other dispositions of OmniVision publicly traded common stock which took place at any time from August 27, 2010 through November 6, 2011, inclusive, whether such 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 transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. Broker confirmations or other documentation of your transactions in OmniVision publicly traded common stock must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

5. A purchase or sale of OmniVision publicly traded common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date; please provide only "contract" or "trade" dates in your claim.

6. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. All Claimants **MUST** submit a manually signed paper Proof of Claim form whether or not they also submit electronic copies. If you wish to file your claim electronically, you must call the Claims Administrator toll-free at 1-844-491-5741, or contact the Claims Administrator through the website for this Settlement at [www.OmniVisionSecuritiesLitigation.com](http://www.OmniVisionSecuritiesLitigation.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a report listing all transactions contained in the electronic file.

7. A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by August 30, 2015 and if a postmark is indicated on the envelope and it is mailed first class, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

8. You should be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

**MUST BE  
POSTMARKED NO  
LATER THAN  
AUGUST 30, 2015**

*In re OmniVision Technologies, Securities  
Litigation*

**For Official Use Only**

**PROOF OF CLAIM AND RELEASE**

Use Blue or Black Ink Only

**PART I. CLAIMANT IDENTIFICATION - Complete either Section A or B and then proceed to C.**  
Please type or print.

**Section A -** Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to Section B.

Last Name (Investor)	First Name (Investor)	MI
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)	MI
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Custodian, if applicable		
<input type="text"/>		

If this account is an UGMA, UTMA or IRA, please include "UGMA", "UTMA", or "IRA" in the "Last Name" box above (e.g., Jones IRA).

**Section B -** Complete this Section ONLY if the Investor is an entity; i.e., corporation, trust, estate, etc. Then, proceed to Section C.

Entity Name	<input type="text"/>
Name of Representative (Executor, administrator, trustee, corporate officer, etc.)	<input type="text"/>

**Section C - Account/Mailing Information:**

Street Address:	<input type="text"/>	
City:	State:	Zip Code:
Foreign Province:	Foreign Postal Code:	
Foreign Country:	<input type="text"/>	
Area Code Telephone No. (day)	Area Code Telephone No. (evening)	
Email:	<input type="text"/>	
Check Appropriate Box:	<input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Owners <input type="checkbox"/> IRA <input type="checkbox"/> Trust <input type="checkbox"/> Other _____	
Social Security Number (for individuals)	OR	Employer Identification Number (for estates, trusts, corps, etc.)

**PART II: SCHEDULE OF TRANSACTIONS IN OMNIVISION PUBLICLY TRADED COMMON STOCK OMNIVISION PUBLICLY TRADED COMMON STOCK – CUSIP No. 682128103 ONLY**

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW.

**COMMON STOCK BEGINNING HOLDINGS**

1. Number of shares of OmniVision publicly traded common stock held at the close of trading on **August 26, 2010**. □□□□□□□□  
 (If none, write “zero” or “0”; if other than zero, must be documented) Number of Shares

**COMMON STOCK PURCHASES OR OTHER ACQUISITIONS**

2. List (in chronological order) all purchases or other acquisitions of OmniVision publicly traded common stock made between **August 27, 2010** and **November 6, 2011**, inclusive.

Check Box if result of an Option Exercised/Assigned	Date(s) of Purchase or Other Acquisition (List Chronologically) Month/Date/Year	Number of Shares of Common Stock Purchased or Otherwise Acquired	Purchase or Acquisition Price Per Share of Common Stock	Total Purchase or Acquisition Amount (Including Commissions, Taxes & Fees)	Purchased or Acquired on the Open Market	
					Yes	No
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>

**COMMON STOCK SALES**

3. List (in chronological order) all sales of OmniVision publicly traded common stock made between **August 27, 2010** and **November 6, 2011**, inclusive.

Check Box if result of an Option Exercised/Assigned	Date(s) of Sale (List Chronologically) Month/Date/Year	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Total Sale Amount (Net of Commissions, Taxes & Fees)	Sold on the Open Market	
					Yes	No
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>

**COMMON STOCK ENDING HOLDINGS**

4. Number of shares of OmniVision publicly traded common stock held at the close of trading on **November 6, 2011**:  
 (If none, write “zero” or “0”; if other than zero, must be documented) □□□□□□□□  
Number of Shares

**ADDITIONAL COMMON STOCK SALES**

5. List (in chronological order) all sales of OmniVision publicly traded common stock made between **November 7, 2011** and **February 3, 2012**, inclusive.

Check Box if result of an Option Exercised/ Assigned	Date(s) of Sale (List Chronologically) Month/Date/Year	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Total Sale Amount (Net of Commissions, Taxes & Fees)	Sold on the Open Market	
					Yes	No
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	□□/□□/□□	□□□□□□□□	\$□□□□.□□□□	\$□□□□□□□.□□	<input type="checkbox"/>	<input type="checkbox"/>

**IF ANY OF THE ABOVE TRANSACTIONS RELATE TO SHORT SALES, PLEASE CHECK THIS BOX**

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, PHOTOCOPY THIS PAGE

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

I (We) submit this Proof of Claim form under the terms of the Plan of Allocation of Net Settlement Fund described in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of California (the “Court”), with respect to my (our) claim as a Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in OmniVision publicly traded common stock, if required to do so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of OmniVision publicly traded common stock during the Class Period and know of no other person having done so on my (our) behalf.

**IV. RELEASES AND WARRANTIES**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever settle, release, and discharge with prejudice the Settled Claims as to each and all of the Released Parties (as these terms are defined in the accompanying Notice).

2. I (We) hereby acknowledge that I (we) will not be entitled to receive recovery in any other action against any of the Released Parties based on or arising out of the Settled Claims (as these terms are defined in the accompanying Notice).

3. I (We) hereby warrant and represent that I am (we are) a Class Member as defined in the Notice, that I am (we are) not one of the “Released Parties” as defined in the accompanying Notice, and that I (we) believe I am (we are) eligible to receive a distribution from the Net Settlement Fund under the terms and conditions of the Plan of Allocation, as set forth in the Notice.

4. I (We) hereby warrant and represent that I (we) have included information about all of my (our) transactions in OmniVision publicly traded common stock which occurred between August 27, 2010 and November 6, 2011 as well as the number of shares of OmniVision publicly traded common stock held by me (us) at the opening of trading on August 27, 2010, the close of trading on November 6, 2011, and sales that occurred between November 7, 2011 and February 3, 2012, inclusive.

5. I (WE) UNDERSTAND AND INTEND THAT THE SIGNATURE BELOW REGARDING CERTAIN INFORMATION FOR THE INTERNAL REVENUE SERVICE CONCERNING BACKUP WITHHOLDING ALSO SERVES AS THE SIGNATURE VERIFYING THE INFORMATION AND REPRESENTATIONS IN THIS PROOF OF CLAIM.

6. This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

7. 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.

## V. CERTIFICATION

Enter TIN on the appropriate line.

- For individuals, this is your Social Security Number (“SSN”).
- However, for a resident alien, sole proprietor, or disregarded entity, see Part I of W-9 instructions available at [www.irs.gov](http://www.irs.gov).
- For sole proprietors, you must show your individual name, but you may also enter your business or “doing business as” name. You may enter either your SSN or your Employer Identification Number (“EIN”).
- For other entities, it is your EIN.

Social Security No. (for individuals)

or

Employer Identification Number

□□□ - □□ - □□□□

□□ - □□□□□□□□

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

1. The number shown on this form is my current TIN; and
2. I (We) certify that I am (we are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because: (a) I am (we are) exempt from backup withholding; or (b) I (we) have not been notified by the Internal Revenue Service that I am (we are) subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the Internal Revenue Service has notified me (us) that I am (we are) no longer subject to backup withholding.

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

The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_,  
(City)  
\_\_\_\_\_  
(State) (Country)

\_\_\_\_\_  
Signature of Claimant (Type or print name of Claimant)

\_\_\_\_\_  
Signature of Joint Claimant, if any (Type or print name of Joint Claimant, if any)

\_\_\_\_\_  
Signature of person signing on behalf of Claimant (Type of print name of person signing on behalf of Claimant)

\_\_\_\_\_  
Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

OmniVision Technologies, Inc. Securities Litigation  
c/o Heffler Claims Group  
P.O. Box 150  
Philadelphia, PA 19105-0150

**Reminder Checklist:**

1. Please sign the above release and declaration. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
2. Remember to attach supporting documentation, if available. **DO NOT USE HIGHLIGHTER ON YOUR SUPPORT DOCUMENTATION.**
3. Do NOT send original stock certificates or original brokerage statements.
4. Keep a copy of your claim form for your records.
5. The Claims Administrator will acknowledge receipt of your Proof of Claim by mail, within 45 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 45 days, please call the Claims Administrator toll free at 1-844-491-5741.
6. If you move after submitting this Proof of Claim, please notify the Claims Administrator of the change in your address.