

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY**

ROBERT ENGLEHART, on behalf of himself and all others similarly situated,	)	Case No. 13-2-33726-6 KNT
	)	
Plaintiff,	)	<u>CLASS ACTION</u>
	)	
vs.	)	
	)	
CHARLES M. BROWN, PATRICK J. BYRNE, JERRY L. CALHOUN, RICHARD P. FOX, ROBERT S. JAFFE, LARRY A. KRING, LORENZO C. LAMADRID, BRADLEY D. TILDEN, FLOW INTERNATIONAL CORPORATION, a Washington corporation, AIP/FIC MERGER SUB, INC., a Washington corporation, and AIP WATERJET HOLDINGS, INC., a Delaware corporation,	)	
	)	
Defendants.	)	
	)	

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**NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION**

**TO: ALL HOLDERS OF COMMON STOCK OF FLOW INTERNATIONAL CORPORATION (“FLOW” OR THE “COMPANY”) AT ANY TIME FROM SEPTEMBER 25, 2013 THROUGH AND INCLUDING JANUARY 31, 2014**

**THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

**I. WHY SHOULD I READ THIS NOTICE?**

This Notice is given pursuant to an order issued by the Superior Court of the State of Washington, King County (the “Court”). This Notice serves to inform you of the proposed settlement of the above class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the Stipulation of Settlement dated September 7, 2016 (the “Stipulation”),<sup>1</sup> entered into by and among the following: (i) Class Representative Robert Englehart (on behalf of himself and each of the Class Members) (“Class Representative”); and (ii) defendants Charles M. Brown and Allen M. Hsieh (collectively, “Defendants”). Upon and subject to the terms and conditions hereof, Class Representative, on behalf of himself and the Class (as defined in the Stipulation and herein), on the one hand, and the Defendants on the other hand (collectively, the “Settling Parties”), intend this Settlement to be a final and complete resolution of all disputes between the Settling Parties with respect to the above-captioned action (the “Litigation”). This Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in any lawsuit.

**II. WHAT IS THE STATUS OF THE CASE?**

**A. Background and Description of the Litigation**

On September 25, 2013, Flow announced that it had entered into an Agreement and Plan of Merger (the “Merger Agreement”) with AIP Waterjet Holdings, Inc. (“Parent”) and AIP/FIC Merger Sub, Inc. (“Merger Sub”), both of which are affiliates of American Industrial Partners (“AIP,” and with Parent and Merger Sub, the “AIP Defendants”). Under the terms of the Merger Agreement, AIP, through Parent and Merger Sub, would acquire all of the outstanding shares of Flow common stock for \$4.05 per share, or approximately \$200 million (the “Transaction”).

On September 27, 2013, plaintiff Robert Englehart filed his Class Action Complaint in the Court against Flow’s Board of Directors (“Board”), Flow, and the AIP Defendants, alleging breaches of fiduciary duty against the

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<sup>1</sup> The Stipulation and all of its Exhibits can be viewed at [www.flowshareholderlitigation.com](http://www.flowshareholderlitigation.com). All capitalized terms used herein have the same meanings as the terms defined in the Stipulation.

Board and aiding and abetting against Flow and the AIP Defendants. From October 2, 2013 through October 16, 2013, five other plaintiffs filed substantially similar actions in the Court (collectively, the “Related Actions”).<sup>2</sup>

On October 23, 2013, the Court consolidated the Related Actions and appointed plaintiff Englehart and his counsel as lead plaintiff and lead counsel, respectively.

On November 15, 2013, Flow filed with the SEC a Schedule 14A Definitive Proxy Statement (the “Proxy”), which announced the special meeting for Flow stockholders to vote on the Transaction that would occur on December 20, 2013.

On November 19, 2013, plaintiff Englehart filed the First Amended Complaint, which reiterated Plaintiffs’ original claims and asserted new claims that the Board members breached their fiduciary duties by misrepresenting or omitting material information in the Proxy.

In late November 2013, counsel for Plaintiffs and defendants held arm’s-length negotiations concerning the voluntary production of non-public information and depositions of key persons with knowledge regarding the Transaction. Following these discussions, Flow produced thousands of pages of non-public documents and made four individuals available for depositions: Flow’s Chief Executive Officer, Flow’s Chairman of the Board, Flow’s Chief Financial Officer, and a representative of Flow’s financial advisor UBS Securities LLC (“UBS”).

On December 20, 2013, 36,394,586 shares of Flow’s common stock, representing approximately 74.2% of the total number of shares of Flow’s common stock entitled to vote, were cast in favor of the Transaction. More than 95% of the votes cast voted in favor of the Transaction.

On January 31, 2014, AIP completed the Transaction.

On June 11, 2014, plaintiff Englehart filed the Second Amended Complaint (the “SAC”), which reflected that the Transaction had closed and included additional allegations concerning Plaintiffs’ claims of breach of fiduciary duty against the Board and his claims of aiding and abetting against Flow and the AIP Defendants.

On June 13, 2014, Flow, the Board, and the AIP Defendants filed motions to dismiss the SAC. On October 1, 2014, the Court denied the motions to dismiss.

On October 13, 2014, Flow and the AIP Defendants moved for reconsideration of the Court’s order denying their motions to dismiss. Plaintiff Englehart agreed to dismiss Flow as a defendant and the Court dismissed Flow as a defendant on November 26, 2014.

On December 16, 2014, the Court denied the AIP Defendants’ motion for reconsideration.

During this period, and through early 2016, Plaintiffs engaged in extensive fact discovery concerning the claims alleged in the SAC. Flow, AIP, the Board, UBS, and various third parties produced approximately 184,248 pages of documents, and Plaintiffs’ Counsel took over 22 depositions in connection with fact discovery.

On February 20, 2015, plaintiff Englehart moved for class certification pursuant to CR 23. On July 10, 2015, the Court granted plaintiff Englehart’s motion for class certification. On August 28, 2015, the Court granted the parties’ Stipulation and [Proposed] Order Amending Order on Class Certification, which, among other things, amended the July 10, 2015 class certification order by stating that certification was pursuant to CR 23(b)(3) only.

On October 9, 2015, the Court entered a stipulation and order of dismissal without prejudice of the AIP Defendants.

On December 4, 2015, plaintiff Englehart filed the Third Amended Complaint, which removed the AIP Defendants as parties, included the Board and Flow’s CFO as defendants, and included additional allegations to reflect facts learned during discovery. On December 31, 2015, plaintiff Englehart filed a Corrected Third Amended Complaint (the “TAC”), which corrected certain paragraph numbering issues in the Third Amended Complaint.

On January 11, 2016, defendants (at the time, the Board and Defendants) moved to dismiss the TAC and also moved to strike certain allegations contained in the TAC. On January 15, 2015, defendants moved for summary judgment under CR 56. On March 25, 2016, following oral argument, the Court granted defendants’ motion to strike, denied defendants’ motion to dismiss, and granted in part and denied in part defendants’ motion

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<sup>2</sup> The six different Related Actions were: *Robert Englehart v. Charles M. Brown, et al.*, No. 13-2-33726-6 KNT; *John Wulfken v. Charles M. Brown, et al.*, No. 13-2-34375-4 KNT; *Gary Papazian v. Charles M. Brown, et al.*, No. 13-2-34980-9 KNT; *Frank Chu v. Flow International Corporation, et al.*, No. 13-2-34967-1 KNT; *Joseph Bruno v. Flow International Corporation, et al.*, No. 13-2-35209-5 KNT; and *Victoria A. Shaev v. Flow International Corporation, et al.*, No. 13-2-35865-4 KNT.

for summary judgment, denying the motion with respect to Defendants but granting the motion with respect to all other remaining Board defendants.

On February 17, 2016 and March 15, 2016, plaintiff Englehart and Defendants exchanged opening and rebuttal expert reports, respectively. During April 2016, the parties conducted expert depositions.

On July 15, 2016, after preparing and submitting materials to the Honorable Layn R. Phillips (the "Mediator"), Plaintiffs' Counsel and Defendants' counsel participated in an all-day mediation session regarding a possible global resolution of the Litigation before the Mediator.

Subsequently, the Mediator issued his recommendation outlining recommended terms for the settlement of the Litigation, and the Mediator's recommendation was accepted by the Settling Parties.

On September 7, 2016, the parties entered into the Stipulation, which sets forth the complete terms of the Settlement.

THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN ANY LAWSUIT OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT THEREOF AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

### **III. WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

The Settlement, if approved, will result in the creation of a cash settlement fund of \$12,750,000 (the "Settlement Amount"). The Settlement Amount, plus accrued interest (the "Settlement Fund") and minus the costs of this Notice and all costs associated with the administration of the Settlement, as well as attorneys' fees and expenses, as approved by the Court (the "Net Settlement Fund"), will be distributed to Class Members (as defined herein) who: (i) were stockholders of record of Flow common stock at the close of the Transaction on January 31, 2014 and received consideration for their stock in connection with the Transaction; and (ii) submit valid and timely Proof of Claim and Release forms (the "Settlement Payment Recipients").

### **IV. WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

Your share of the Net Settlement Fund will depend on how many shares of Flow common stock you held at the close of the Transaction on January 31, 2014 and received consideration for your shares in connection with the Transaction, and the number of valid Proof of Claim and Release ("Proof of Claim") forms that Class Members send in.

Distributions will be made to the Settlement Payment Recipients after all claims have been processed and after the Court has finally approved the Settlement. The Net Settlement Fund will be disbursed by the Claims Administrator to the Settlement Payment Recipients and will be allocated on a per-share basis amongst the Settlement Payment Recipients. Any distribution will require a \$10.00 minimum.

If there is any balance remaining in the Net Settlement Fund after six months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay any additional settlement administration fees, costs, and expenses, including those of Class Counsel as may be approved by the Court; and (c) finally, to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00, after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution, if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to the Legal Foundation of Washington.

Defendants and their counsel 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. Plaintiffs and Class Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

**V. DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE NET SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated address, you need not contact Class Counsel. If you did not receive this Notice but believe you should have, or if your address changes, please contact the Claims Administrator at:

*Flow Shareholder Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 30243  
College Station, TX 77842-3243  
Phone: 1-855-831-3743  
www.flowshareholderlitigation.com

**VI. THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

**VII. WHAT ARE THE REASONS FOR SETTLEMENT?**

The Court has not reached any final decisions in connection with Plaintiffs' claims. Instead, the Settling Parties have agreed to this Settlement, and in doing so, the Settling Parties have avoided the cost, delay, and uncertainty of further litigation.

As in any litigation, Plaintiffs and the Class would face an uncertain outcome if they did not agree to the Settlement. The Settling Parties expected that if Plaintiffs succeeded, Defendants would file appeals that would postpone final resolution of the case. Continuation of the case could result in a judgment greater than this Settlement. Conversely, continuing the case could result in no recovery at all or a recovery that is less than the amount of the Settlement.

Plaintiffs and Class Counsel believe that this Settlement is fair and reasonable to the members of the Class. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a substantial monetary recovery. Additionally, Class Counsel believe that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay and uncertainty of continued litigation, is a highly favorable result for the Class.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Class Representative in this Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in this Litigation. Defendants also have denied and continue to deny, *inter alia*, the allegations that the Class Representative or any Class Member have suffered damage, or were otherwise harmed by the conduct alleged in this Litigation. Defendants have asserted and continue to assert that the Proxy contained no material misstatements or omissions. Defendants have asserted and continue to assert that, at all times, they acted in good faith and in a manner reasonably believed to be in accordance with all applicable rules, regulations, and laws.

**VIII. WHO REPRESENTS THE CLASS?**

The Court appointed the law firms of Robbins Geller Rudman & Dowd LLP, Stritmatter Kessler Whelan Koehler Moore Kahler, and Johnson & Weaver, LLP to represent you and other Class Members. These lawyers are called Class Counsel. These lawyers will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund; you will not be otherwise charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

**IX. HOW WILL THE PLAINTIFFS' LAWYERS BE PAID?**

Class Counsel will file a motion for an award of attorneys' fees and expenses that will be considered by the Court at the Settlement Fairness Hearing. Class Counsel will apply for an award of 30% of the Settlement Fund, or \$3,825,000, plus payment of expenses incurred in connection with the Litigation, in an amount not to exceed \$600,000, to be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. Class Counsel have committed significant time and expenses in litigating this case for the benefit of the Class. To date, Class Counsel have not been paid for their services in conducting this Litigation on behalf of the Plaintiffs and the Class, or for their expenses. The fees requested will compensate Class Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested by Class Counsel.

#### **X. CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

If you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class.

To exclude yourself from the Class, you must send a letter by mail saying that you want to be excluded from the Class in the following action: *Robert Englehart v. Charles M. Brown, et al.*, No. 13-2-33726-6 KNT. Be sure to include your name, address, telephone number, and sign the letter. You should also include the number of shares of Flow common stock you held at the close of the Transaction on January 31, 2014. Your exclusion request must be **postmarked no later than December 15, 2016**, and sent to the Claims Administrator at:

*Flow Shareholder Litigation*  
EXCLUSIONS  
Claims Administrator  
c/o Gilardi & Co. LLC  
3301 Kerner Blvd.  
San Rafael, CA 94901

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a Settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

#### **XI. CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES AND EXPENSES, AND/OR THE PLAN OF ALLOCATION?**

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and expenses, and/or the Plan of Allocation. Any person wanting to object may do so in writing. To object in writing, you must file such objections and any supporting papers, accompanied by proof of Class membership, with the Court, and send to Class Counsel and counsel for Defendants **by December 15, 2016**. The Court's address is Superior Court of the State of Washington, King County, 401 Fourth Avenue North, Kent, WA 98032. Class Counsel's addresses are: (i) Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o Jeffrey D. Light; (ii) Stritmatter Kessler Whelan Koehler Moore Kahler, 3600 15th Avenue W., Suite 300, Seattle, WA 98119, c/o Brad J. Moore; and (iii) Johnson & Weaver, LLP, 99 Madison Avenue, 5th Floor, New York, NY 10016, c/o W. Scott Holleman. Defendants' counsel's address is Wilson Sonsini Goodrich & Rosati, 701 Fifth Avenue, Suite 5100, Seattle, WA 98104, c/o Gregory L. Watts. If you hire an attorney to represent you for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court **by no later than December 15, 2016**. Attendance at the Settlement Fairness Hearing is not necessary; however, if you wish to be heard orally at the Settlement Fairness Hearing, you are required to indicate in your written objection your intention to appear and identify any witnesses you may call to testify and exhibits, if any, you intend to introduce into evidence.

#### **XII. HOW CAN I GET A PAYMENT?**

In order to qualify for a payment, you must timely submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at [www.flowshareholderlitigation.com](http://www.flowshareholderlitigation.com). Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is **postmarked (if mailed) or received (if filed electronically) no later than January 18, 2017**. The claim form may be submitted online at [www.flowshareholderlitigation.com](http://www.flowshareholderlitigation.com). If you do not submit a valid Proof of Claim form with all of the required information, you will not receive a payment from the Net Settlement Fund; however, you will still be bound in all other respects by the Settlement, the Judgment, and the releases contained in them.

### **XIII. WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

If the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Defendant Parties (as defined below) about the same issues in this case or about issues that could have been asserted in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your Released Plaintiff Parties' Claims in this case against the Released Defendant Parties.

"Class" means all holders of common stock of Flow at any time from September 25, 2013 through and including January 31, 2014, whether beneficial or of record, including their legal representatives, heirs, successors-in-interest, transferees, and assignees, but excluding the Defendants and all former defendants in this action, and their associates, affiliates, legal representatives, immediate family members, heirs, successors-in-interest, transferees, and assignees. Also excluded from the Class are those Persons who validly request exclusion from the Class pursuant to the instructions set forth in this Notice.

"Class Member" means a person who falls within the definition of the Class as set forth in the immediately preceding paragraph.

"Defendants" means Charles M. Brown and Allen M. Hsieh.

"Released Defendant Parties" means Defendants, Flow, the former directors and officers of Flow, American Industrial Partners, Shape Technologies Group, Inc. f/k/a AIP Waterjet Holdings, and each of their past, present or future parents, subsidiaries, and affiliates, and their respective directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, financial or investment advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Released Person has a controlling interest, any member of a Defendant's immediate family, or any trust of which any Defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his or his family.

"Released Defendant Parties' Claims" means all claims (including Unknown Claims) arising out of or relating to the institution, prosecution, and resolution of the Litigation; provided, however, that the Released Defendant Parties' Claims shall not include claims to enforce the Stipulation.

"Released Plaintiff Parties" means Plaintiffs, all Class Members, and Plaintiffs' Counsel.

"Released Plaintiff Parties' Claims" means any and all claims (including Unknown Claims) against the Released Defendant Parties arising out of, relating to, or in connection with (i) the facts, events, transactions, acts, occurrences, statements, representations, misrepresentations, and omissions which were or could have been alleged in this Litigation, or (ii) Flow's consideration of strategic alternatives, including the ultimate sale of Flow to AIP provided, however, that the Released Plaintiff Parties' Claims shall not include claims to enforce the Stipulation.

"Unknown Claims" means (a) any Released Plaintiff Parties' Claims that any Plaintiff or any other Released Plaintiff Party does not know or suspect to exist in his, her or its favor at the time of the Effective Date, including claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Defendant Parties, or might have affected his, her or its decision(s) with respect to the Settlement; and (b) any Released Defendant Parties' 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 Effective Date, including claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Plaintiff Parties, or might have affected his, her or its decision(s) with respect to the Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Defendants shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil 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.

Plaintiffs and the Released Plaintiff Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Plaintiff Parties' Claims,

but Plaintiffs shall expressly and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Plaintiff Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Similarly, the Defendants and Released Defendant Parties may hereafter discover facts in addition to or different from those that any of them now know or believe to be true related to the subject matter of the Released Defendant Parties' Claims, but each Defendant shall expressly and each Released Defendant Party, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Defendant Parties' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed, matured or unmatured, which now exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Settling Parties acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims was separately bargained for and is a key element of the Settlement of which these releases are a part.

#### **XIV. THE SETTLEMENT FAIRNESS HEARING**

The Court will hold a Settlement Fairness Hearing on **January 20, 2017, at 8:30 a.m.**, before the Honorable Veronica A. Galván at the Superior Court of the State of Washington, King County, Department 21, 401 Fourth Avenue North, Kent, WA 98032, for the purpose of determining whether: (1) the Settlement of the Litigation for \$12,750,000 in cash should be approved by the Court as fair, reasonable and adequate; (2) to approve an award of Class Counsel's attorneys' fees and expenses out of the Settlement Fund; and (3) the Plan of Allocation should be approved by the Court. The Court may adjourn or continue the Settlement Fairness Hearing without further notice to members of the Class.

Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless his, her or its objection is made in writing and is filed, together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by him, her or it to the Court at the Settlement Fairness Hearing, with the Court **no later than December 15, 2016**, and showing proof of service on the following counsel:

Jeffrey D. Light  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

W. Scott Holleman  
JOHNSON & WEAVER, LLP  
99 Madison Avenue, 5th Floor  
New York, NY 10016

Brad J. Moore  
STRITMATTER KESSLER WHELAN  
KOEHLER MOORE KAHLER  
3600 15th Avenue W., Suite 300  
Seattle, WA 98119

Gregory L. Watts  
WILSON SONSINI GOODRICH &  
ROSATI  
701 Fifth Avenue, Suite 5100  
Seattle, WA 98104

Unless otherwise directed by the Court, any Class Member who does not make his, her or its objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this proceeding or on any appeal) any objection to the Settlement, and any untimely objection shall be barred.

**XV. HOW DO I OBTAIN ADDITIONAL INFORMATION?**

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied at any time during regular office hours, and subject to customary copying fees, at the Clerk of the Superior Court of the State of Washington, King County. In addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim, and proposed Judgment may be obtained by contacting the Claims Administrator at:

*Flow Shareholder Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 30243  
College Station, TX 77842-3243  
Phone: 1-855-831-3743  
www.flowshareholderlitigation.com

In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, California 92101, 1-800-449-4900, if you have any questions about the Litigation or the Settlement.

**DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

**SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

If you held any Flow common stock at any time from September 25, 2013 through and including January 31, 2014, as a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*Flow Shareholder Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 30243  
College Station, TX 77842-3243

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: September 29, 2016

BY ORDER OF THE SUPERIOR COURT OF  
WASHINGTON, KING COUNTY  
HONORABLE VERONICA A. GALVÁN