

**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE FUSION-IO, INC. )  
STOCKHOLDER LITIGATION )     Consol. C.A. No. 9777-VCP

**NOTICE OF PENDENCY OF CLASS ACTION,  
PROPOSED SETTLEMENT AND SETTLEMENT HEARING**

TO: ALL PERSONS OR ENTITIES WHO HELD SHARES OF THE COMMON STOCK OF FUSION-IO, INC. ("FUSION-IO" OR THE "COMPANY"), EITHER OF RECORD OR BENEFICIALLY, INCLUDING THEIR RESPECTIVE SUCCESSORS, HEIRS, OR ASSIGNS, IMMEDIATE AND REMOTE, AND ANY PERSON OR ENTITY ACTING FOR OR ON BEHALF OF, OR CLAIMING UNDER, ANY OF THEM, AND EACH OF THEM, AT ANY TIME BETWEEN AND INCLUDING JUNE 16, 2014 AND JULY 22, 2014 (THE "CLASS").

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF A LAWSUIT AND CONTAINS IMPORTANT INFORMATION. YOUR RIGHTS WILL BE AFFECTED BY THESE LEGAL PROCEEDINGS IN THIS LITIGATION.

IF YOU WERE NOT THE BENEFICIAL HOLDER OF COMMON STOCK OF FUSION-IO BUT HELD SUCH STOCK FOR A BENEFICIAL HOLDER, PLEASE TRANSMIT THIS DOCUMENT PROMPTLY TO SUCH BENEFICIAL HOLDER.

The purpose of this Notice is to inform you of a proposed settlement (the "Settlement") of the above-captioned consolidated action (the "Action") pending before the Delaware Court of Chancery (the "Court"), and of a hearing to be held before the Court, in the Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801, on February 3, 2015 at 2:00 p.m. (the "Settlement Hearing"). The purpose of the Settlement Hearing is: (a) to determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (b) to determine whether the Court should enter an Order and Final Judgment dismissing the claims asserted in the Action on the merits and with prejudice as against Plaintiffs and the Class and effectuating the releases described below; (c) to determine whether the Court should grant the application of Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of litigation expenses; (d) to consider any objections to the proposed Settlement; and (e) to rule on such other matters as may properly come before the Court.

If you are a member of the Class, this Notice will inform you of how, if you so choose, you may enter your appearance in the Action or object to the proposed Settlement and have your objection heard at the Settlement Hearing.

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT AND SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY CLAIMS OR DEFENSES BY ANY OF THE PARTIES. IT IS BASED ON STATEMENTS OF THE PARTIES AND IS SENT FOR THE SOLE PURPOSE OF INFORMING YOU OF THE EXISTENCE OF THIS ACTION AND OF A HEARING ON A PROPOSED SETTLEMENT SO THAT YOU MAY MAKE APPROPRIATE DECISIONS AS TO STEPS YOU MAY, OR MAY NOT, WISH TO TAKE IN RELATION TO THIS ACTION.**

**Background and Description of the Action**

On June 16, 2014, SanDisk Corporation ("SanDisk") and Fusion-io, announced that they had entered into an Agreement and Plan of Merger (the "Merger Agreement") by and among SanDisk, its wholly-owned subsidiary Flight Merger Sub, Inc. ("Flight"), and Fusion-io, pursuant to which SanDisk would commence a tender offer to purchase all of the issued and outstanding shares of Fusion-io common stock at a price of \$11.25 per share, net to the seller in cash, without interest and, if the tender offer were successful, Flight would thereafter merge with and into Fusion-io with Fusion-io continuing as the surviving corporation and a subsidiary of SanDisk (the "Transaction").

Following the announcement of the Transaction, seventeen stockholder derivative and class action complaints were filed in the Delaware Court of Chancery, titled *Li v. Fusion-io, Inc., et al.*, C.A. No. 9777-VCP; *Denenberg v. Fusion-io, Inc. et al.*, C.A. No. 9784-VCP; *Hassani v. Fusion-io, Inc. et al.*, C.A. No. 9785-VCP; *Espinoza v. Fusion-io, Inc. et al.*, C.A. No. 9798-VCP; *Li v. Fusion-io, Inc. et al.*, C.A. No. 9799-VCP; *Ng v. Fusion-io, Inc. et al.*, C.A. No. 9802-VCP; *Murphy v. Fusion-io, Inc. et al.*, C.A. No. 9804-VCP; *Micek v. Fusion-io, Inc. et al.*, C.A. No. 9806-VCP; *Seltzer v. Fusion-io, Inc. et al.*, C.A. No. 9810-VCP; *Oldershaw v. Fusion-io, Inc. et al.*, C.A. No. 9812-VCP; *Forbes v. Fusion-io, Inc. et al.*, C.A. No. 9814-VCP; *Behren v. Fusion-io, Inc. et al.*, C.A. No. 9815-VCP; *Leighton, et al. v. Fusion-io, Inc. et al.*, C.A. No. 9821-VCP; *Lim v. Fusion-io, Inc. et al.*, C.A. No. 9827-VCP; *Deborah Olesh v. Fusion-io, Inc., et al.*, C.A. No. 9829-VCP; *Marshall Penta v. Fusion-io, Inc.*, C.A. No. 9844-VCP; and *King et al. v. Fusion-io, Inc., et al.*, C.A. No. 9855-VCP, (collectively, the "Delaware Actions"), asserting claims against the members of Fusion-io's board of directors (the

"Individual Defendants"), Fusion-io (together with the Individual Defendants, the "Fusion-io Defendants"), SanDisk and Flight (with SanDisk, the "SanDisk Defendants," and collectively with the Fusion-io Defendants, the "Defendants").<sup>1</sup>

On June 24, 2014, Fusion-io, Flight and SanDisk jointly filed a Schedule TO in connection with the Transaction with the Securities and Exchange Commission (the "SEC"), and Fusion-io filed a Solicitation/Recommendation Statement on Schedule 14D-9 (the "Schedule 14D-9") with the SEC.

On June 25, 2014, Plaintiffs served their First Request for the Production of Documents to the Fusion-io Defendants, and also served their First Request for the Production of Documents to the SanDisk Defendants.

On June 27, 2014, Plaintiff in C.A. No. 9821-VCP filed a motion to expedite discovery, as well as a brief in support of the motion to expedite.

On June 30, 2014, the Court entered an order consolidating the Delaware Actions into a single action captioned *In re Fusion-io, Inc. Stockholder Litigation*, Consol. C.A. No. 9777-VCP (previously defined as the "Action").

On July 2, 2014, counsel for the action captioned *Hassani v. Fusion-io, Inc. et al.*, C.A. No. 9785-VCP (the "Hassani Action") filed a Stipulation and [Proposed] Order of Dismissal for the Hassani Action.

On July 3, 2014, the Court granted the Stipulation and Order of Dismissal in the Hassani Action, dismissing all claims in the Hassani Action with prejudice.

On July 3, 2014, the Court held a hearing on motions for the appointment of a leadership structure filed in the Action, and appointed plaintiffs Jeffrey C. Leighton and Deborah Olesh as lead plaintiffs ("Plaintiffs") and Andrews & Springer LLC, Gardy & Notis, LLP, and Wolf Popper LLP as lead counsel ("Plaintiffs' Counsel").

On July 6, 2014, the parties to the Action filed a Stipulation and [Proposed] Order for the Production and Exchange of Confidential and Highly Confidential Information.

Also on July 6, 2014, the parties to the Action filed a [Proposed] Stipulated Scheduling Order, which the Court entered on July 7, 2014, and which, among other things, designated the complaint filed in C.A. No. 9829-VCP as the operative complaint in the Action (the "Complaint"), provided for expedited document and deposition discovery and briefing with respect to the preliminary injunction motion, and scheduled a preliminary injunction hearing before the Court for July 21, 2014.

Also on July 6, 2014, the parties to the Action filed a [Proposed] Stipulated Class Certification Order (the "Class Certification Order"), which the Court entered on July 7, 2014.

Also on July 6, 2014, Fusion-io began producing documents to Plaintiffs, including internal, non-public documents of Fusion-io and Fusion-io's financial advisor, Qatalyst Partners LP ("Qatalyst").

The Complaint asserted claims that the Individual Defendants, aided and abetted by the SanDisk Defendants, breached their fiduciary duties to Fusion-io stockholders in connection with the Transaction and that the Schedule 14D-9 failed to disclose certain material information to Fusion-io stockholders in connection with the Transaction. Among other things, the Complaint alleged that the Schedule 14D-9 should have disclosed the details of when management created the financial projections used by Qatalyst and whether they were created when management already knew the price SanDisk had put on the table, that one of the potential competing bidders to SanDisk (identified as "Party B" in the Schedule 14D-9) was subject to a standstill agreement that prevented that bidder from commencing a competing tender offer to Fusion-io stockholders, that the Transaction was undervalued in comparison to the premiums achieved in other, precedent transactions in the same sector, even though the Schedule 14D-9 did not include any disclosure of any

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<sup>1</sup> In addition to the Delaware Actions, five lawsuits challenging the Proposed Transaction were also filed in the Third Judicial District Court, Salt Lake County, State of Utah (the "Utah Court"), captioned *JAS Securities v. Fusion-io, Inc., et al.*, Case No. 140408276 (filed June 18, 2014), *Lindner v. Fusion-io, Inc., et al.*, Case No. 140408353 (filed June 20, 2014), *Bongiovanni v. Fusion-io, Inc., et al.*, Case No. 140408862 (filed June 30, 2014), *Lapinski v. Fusion-io, Inc., et al.*, Case No. 140409254 (filed July 8, 2014), *In re Fusion-io, Inc. Derivative Litigation*, Lead Case No. 130908116 (Amended Complaint filed July 8, 2014) (collectively, the "Utah Actions"). Defendants moved to stay the *JAS Securities*, *Lindner*, and *Bongiovanni* actions, which motion was granted at a hearing before the Utah Court on July 21, 2014. Several of the plaintiffs in the Utah Actions moved for expedited proceedings, which the Utah Court denied on July 7, 2014. Several of the plaintiffs in the Utah Actions also filed a motion for a preliminary injunction on July 5, 2014, which motion was stayed by the Utah Court. On July 15, 2014, plaintiff in the *Lindner* action filed a voluntary notice of dismissal without prejudice.

Also, one lawsuit challenging the Proposed Transaction was filed in the Superior Court of the State of California, County of Santa Clara (the "California Court"), captioned *Mandigo v. Robison, et al.*, Case No. 114CV259379 (amended complaint filed June 20, 2014) (the "California Action"). Defendants moved to dismiss or stay the California Action, and the action was stayed pursuant to a stipulation of the parties entered as an order by the California Court on July 29, 2014. The plaintiff in the California Action moved for expedited proceedings, which the California Court denied on July 2, 2014.

precedent transactions, and that the Schedule 14D-9 did not disclose the details regarding Qatalyst's prior engagement by SanDisk and the fees paid to Qatalyst as a result of that engagement.

On July 8, 2014, Fusion-io filed Amendment No. 1 to the Schedule 14D-9 with the SEC.

On July 11, 2014, Fusion-io filed Amendment No. 2 to the Schedule 14D-9 with the SEC.

Plaintiffs' Counsel conducted discovery that included a review of thousands of pages of documents produced by the Fusion-io Defendants relevant to the claims asserted in the Action, as well as depositions of Edward H. Frank (board member of Fusion-io and member of the Special Committee formed by the board with respect to the Transaction), Shane Robison (Chief Executive Officer, President and Chairman of Fusion-io), and Eric Boyle of Qatalyst.

Plaintiffs represent to have owned at all relevant times and continue to own shares of Fusion-io common stock for which proof of ownership was provided to Defendants' counsel.

Counsel for the Parties to the Action engaged in arm's-length discussions and negotiations concerning a possible settlement of the Action based on Plaintiffs' demand for further disclosure to Fusion-io stockholders in connection with the Transaction.

The Parties began to engage in arm's-length settlement discussions in earnest after depositions had commenced.

Plaintiffs confirmed any remaining disclosure claims at the deposition of Eric Boyle of Qatalyst on July 11, 2014, before reaching an agreement with Defendants on proposed disclosures.

After arm's-length negotiations, counsel to the parties in the Action reached an agreement-in-principle concerning the proposed settlement of the Action following the deposition of Eric Boyle of Qatalyst on July 11, 2014. Those extensive negotiations and discussions led to the execution of a memorandum of understanding (the "MOU") on July 11, 2014. The MOU provided for an agreement in principle to settle the Action (the "Settlement"), subject to additional confirmatory discovery and approval of the Court, on the basis of the inclusion of additional disclosures in Amendment No. 2 to the Schedule 14D-9, in the form attached hereto as Exhibit A, that was filed with the SEC on July 11, 2014 concerning subject areas raised by Plaintiffs' Counsel.

On July 14, 2014, the parties notified the Court regarding the MOU and of Plaintiffs' intention to conduct confirmatory discovery relating to the proposed Settlement.

Following the execution of the MOU, and as contemplated therein, Plaintiffs' Counsel conducted a further investigation of the facts and circumstances underlying the claims asserted in the Action, which included, among other things, additional document discovery, and the deposition of Jason Snodgrass, Senior Vice President of Business Operations and Planning at Fusion-io.

On the basis of information available to them, including publicly available information, discovery provided to them during expedited discovery, the additional confirmatory discovery described herein, and consultations with independent financial advisors retained by Plaintiffs' Counsel, Plaintiffs' Counsel has determined that the Settlement described herein is fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class (as defined in the Class Certification Order and herein).

On November 5, 2014, the Court entered a scheduling order providing for, among other things, the scheduling of the Settlement Hearing; a stay of the Actions pending a hearing on the proposed Settlement; and an injunction against the commencement or prosecution of any action by any member of the Class asserting any of the claims subject to the Settlement of the Actions.

### **Reasons for the Settlement**

Plaintiffs and Plaintiffs' Counsel in the Action have determined to enter into the Settlement because the Settlement provided for the inclusion of disclosures in Amendment No. 2 to the Schedule 14D-9, in the form attached hereto as Exhibit A, that was filed with the SEC on July 11, 2014 concerning subject areas raised by Plaintiffs' Counsel. On the basis of information available to them, including publicly available information, the additional discovery described herein, consultations with independent financial advisors retained by Plaintiffs' Counsel, and in consideration of the strengths and weaknesses of their claims, Plaintiffs' Counsel has determined that the Settlement described herein is fair, reasonable, adequate, and in the best interests of the Plaintiffs and the Class because it empowered the stockholders of Fusion-io to make a fully informed decision on whether to tender their shares.

The Individual Defendants, together with Fusion-io, Flight and SanDisk, each have denied, and continue to deny, that they have committed or aided and abetted the commission of any violation of law or engaged in any of the wrongful acts alleged in the Action, and expressly maintain that they diligently and scrupulously complied with their fiduciary and other legal duties and are entering into this Settlement solely to eliminate the burden, expense, and uncertainties inherent in further litigation.

The parties wish to settle and resolve the claims asserted by Plaintiffs and all claims relating to or arising out of the Transaction, and the parties have, following arm's-length negotiations, reached an agreement in principle as set forth in the Stipulation, providing for the settlement of the Action on the terms and subject to the conditions set forth in the Stipulation, and the parties believe the Settlement is in the best interests of the parties and Fusion-io public stockholders.

### **Settlement Terms**

In consideration for the Settlement and dismissal with prejudice of the Action and release described herein, Defendants agreed to provide, and did provide, additional disclosures in Amendment No. 2 to the Schedule 14D-9 concerning the Transaction, including the events leading up to the execution of the Merger Agreement, and the valuation analysis conducted by Fusion-io's financial advisor, which was filed with the SEC on July 11, 2014, and is attached hereto as Exhibit A and available at [http://www.sec.gov/Archives/edgar/data/1383729/000110465914051241/a14-15919\\_3sc14d9a.htm](http://www.sec.gov/Archives/edgar/data/1383729/000110465914051241/a14-15919_3sc14d9a.htm). Defendants acknowledge that the prosecution of the Action and discussions with counsel for Plaintiffs were the principal cause of the decision to make the supplemental disclosures reflected in Exhibit A.

In connection with settlement discussions and negotiations leading to the proposed Settlement, counsel for the parties in the Action did not discuss the appropriateness or amount of any application by counsel for the Plaintiffs for an award of attorneys' fees and expenses until after the substantive terms of the settlement on behalf of and for the benefit of the Class (as defined in the Class Certification Order and herein) were negotiated at arm's-length and agreed upon.

### **The Settlement Hearing**

The Settlement Hearing shall be held on February 3, 2015 at 2:00 p.m., in the Court of Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801 to: (a) determine whether the Settlement should be approved by the Court as fair, reasonable, adequate and in the best interests of the Class; (b) determine whether the Court should enter an Order and Final Judgment dismissing the claims asserted in the Action on the merits and with prejudice as against Plaintiffs and the Class and effectuating the releases described below; (c) determine whether the Court should grant the application of Plaintiffs' Counsel for an award of attorneys' fees and reimbursement of litigation expenses; (d) consider any objections to the proposed Settlement; and (e) rule on such other matters as may properly come before the Court.

The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys' fees, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof.

The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification(s) as may be consented to by the Parties to the Stipulation and without further notice to the Class.

### **Right To Appear and Object**

Any member of the Class who objects to the Settlement, the Final Judgment to be entered in the Action, and/or Plaintiffs' Counsel's application for attorneys' fees, or who otherwise wishes to be heard, may appear in person or by such member's attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown, no person shall be heard and no papers, briefs, pleadings or other documents submitted by any person shall be considered by the Court unless not later than fifteen (15) calendar days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) a statement of such person's objections to any matters before the Court; and (c) the grounds for such objections and the reasons that such person desires to appear and be heard, documentation evidencing membership in the class as well as all documents or writings such person desires the Court to consider. Such filings shall be served upon the following counsel:

Peter B. Andrews  
Craig J. Springer  
ANDREWS & SPRINGER, LLC  
3801 Kennett Pike  
Building C, Suite 305  
Wilmington, Delaware 19807

*Plaintiffs' Co-Lead Counsel*

William M. Lafferty  
D. McKinley Measley  
Daniel C. Homer  
MORRIS, NICHOLS, ARSHT &  
TUNNELL LLP  
1201 North Market Street  
P.O. Box 1347  
Wilmington, Delaware 19899

*Counsel for Defendants  
Fusion-io, Inc., Shane Robison,  
Scott D. Sandell, Forest Baskett,  
H. Raymond Bingham, Dana L.  
Evan, Edward H. Frank and  
John F. Olsen*

Edward B. Micheletti  
Lori W. Will  
Jessica R. Kunz  
SKADDEN, ARPS, SLATE,  
MEAGHER & FLOM LLP  
One Rodney Square  
P.O. Box 636  
Wilmington, Delaware 19899

*Counsel for Defendants  
SanDisk Corporation and  
Flight Merger Sub, Inc*

and must also be contemporaneously filed with the Register in Chancery, New Castle County Courthouse, 500 North King Street, Wilmington, Delaware 19801.

Unless the Court otherwise directs, no person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiffs and Plaintiffs' Counsel, any award of attorneys' fees, or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described in paragraph 8 of the Scheduling Order and as summarized herein. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding.

Any member of the Class who does not object to the Settlement or the request by Plaintiffs' Counsel for an award of attorneys' fees and expenses (described below) or to any other matter stated above need not do anything.

### **The Order and Final Judgment**

If the Court determines that the Settlement, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interests of the Class, the parties to the Action will ask the Court to enter the Order and Final Judgment, which will, among other things:

- (a) approve the Settlement as fair, reasonable, adequate and in the best interests of the Class and direct consummation of the Settlement in accordance with its terms and conditions;
- (b) determine that the requirements of the rules of the Court and due process have been satisfied in connection with this Notice;
- (c) dismiss the Action with prejudice on the merits and grant the releases more fully described below in accordance with the terms and conditions of the Stipulation;
- (d) permanently bar and enjoin Plaintiffs and all members of the Class from instituting, commencing or prosecuting any of the Released Claims against any of the Released Parties (as defined below); and
- (e) award attorneys' fees and expenses to Plaintiffs' Counsel.

### **Releases**

The Stipulation provides that the Court's Order and Final Judgment shall also provide for the full and complete dismissal of the Action with prejudice, and the settlement and release of, and a permanent injunction barring, any claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters, and issues known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been or could have been, asserted in any court, tribunal, or proceeding (including but not limited to any claims arising under federal, state, local, statutory or common law or any other law, rule or regulation, including the law of any jurisdiction outside of the United States and including claims brought in the capacity as Fusion-io stockholders under the Securities Act of 1933, the Securities Exchange Act of 1934 and any other provisions of the federal securities laws and any rule or regulation promulgated pursuant thereto, and any state disclosure law), by or on behalf of Plaintiffs or any member of the Class, whether individual, direct, class, derivative, representative, legal, equitable, or any other type or in any other capacity (collectively, the "Releasing Persons") against Defendants or any of their families, parent entities, controlling persons, associates, affiliates, or subsidiaries and each and all of their respective past or present officers, directors, stockholders, principals, representatives, employees, attorneys, financial or investment advisors, insurers, consultants, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors or

agents, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors, or assigns (including, without limitation, any person or entity acting for or on behalf of any of them and each of them) (the "Released Persons") which the Releasing Persons ever had, now have, or may have had by reason of, arising out of, relating to, or in connection with the acts, events, facts, matters, transactions, occurrences, statements, or representations, or any other matter whatsoever set forth in or otherwise related, directly or indirectly, to (a) the allegations in the Action, as well as the Utah Actions and the California Action, (b) the complaints, (c) the Schedule 14D-9, or any amendments and/or supplements thereto, (d) the events leading to the execution of the Merger Agreement, including the negotiations of the Merger Agreement, (e) any agreements relating to the Merger Agreement, and any compensation or other payments made to any of Defendants in connection with the Transaction, (f) any transactions contemplated by the Merger Agreement, (g) disclosures made in connection with the Merger Agreement (including the adequacy and completeness of such disclosures), (h) any alleged aiding and abetting of any of the foregoing claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses and matters, and (i) any and all conduct by any of Defendants or any of the other Released Persons arising out of or relating in any way to the negotiation or execution of the MOU or the Stipulation (collectively, the "Settled Claims"); provided, however, that the Settled Claims shall not include any claims for appraisal pursuant to Section 262 of the General Corporation Law of the State of Delaware, or any claims to enforce the Settlement.

The release extends to claims that Plaintiffs or any member of the Class do not know or suspect to exist in his, her or its favor at the time of the release of the Settled Claims as against the Released Parties, including without limitation those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement ("Unknown Claims"). Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are expressly included in the definition of "Settled Claims," and that such inclusion was expressly bargained for and was a key element of the Settlement and was relied upon by each and all of the Released Persons in entering into the Settlement. Plaintiffs and each member of the Class, shall be deemed to waive, and shall waive and relinquish to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, or any other law, which governs or limits a person's release of unknown claims; further that (a) the Plaintiffs, for themselves and on behalf of the Class, shall be deemed to waive, and shall waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code which provides as follows:

**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**

(b) Plaintiffs, for themselves and on behalf of the Class, also shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or any other law, which is similar, comparable or equivalent to California Civil Code § 1542; and (c) Plaintiffs acknowledge, and the members of the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true by them with respect to the Settled Claims, but that it is the intention of Plaintiffs, and by operation of law the intention of the members of the Class, to completely, fully, finally and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts.

The Stipulation further provides that the Court's Order and Final Judgment shall provide for the full and complete release and bar of any and all claims, sanctions, penalties or complaints of any nature, whether known or unknown, existing or not yet existing, matured or unmatured, by any Defendant as against Plaintiffs and Plaintiffs' Counsel, in connection with the initiation, prosecution, resolution of the Action, or any of the claims asserted therein.

**Application for Attorneys' Fees and Expenses**

The parties have agreed that the Company, its successor in interest, and/or its insurers will pay to Plaintiffs' Counsel an amount not more than \$500,000 in fees and expenses, subject to court approval, or such lower amount as the Court may approve. Plaintiffs and Plaintiffs' Counsel agree not to seek fees and expenses in excess of \$500,000, and Defendants agree not to oppose an award of fees and expenses up to, but not exceeding, \$500,000.

**Notice to Persons or Entities That Held Ownership on Behalf of Others**

Brokerage firms, banks and/or other persons or entities who held shares of the common stock of Fusion-io during the period from and including June 16, 2014, through and including July 22, 2014, for the benefit of others are requested to promptly send this Notice to all of their respective beneficial owners. If additional copies of the Notice are needed for forwarding to such beneficial owners, any requests for such copies may be made to In re Fusion-IO, Inc. Stockholder Litigation, c/o GCG, PO Box 10135, Dublin, OH 43017-3135.

**Scope of this Notice and Additional Information**

The foregoing description of the Settlement Hearing, the Action, the terms of the proposed Settlement and other matters described herein do not purport to be comprehensive. Accordingly, members of the Class are referred to the documents filed with the Court in the Action. Inquiries or comments about the Settlement may be directed to the attention of Plaintiffs' Co-Lead Counsel:

Peter B. Andrews  
Craig J. Springer  
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Wilmington, Delaware 19807  
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James S. Notis  
Kira German  
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126 East 56th Street  
New York, New York 10022  
Tel: 212-905-0509

**PLEASE DO NOT WRITE OR CALL THE COURT.**

Dated: November 24, 2014

BY ORDER OF THE COURT OF CHANCERY  
OF THE STATE OF DELAWARE

A handwritten signature in black ink, appearing to read "Karl Johnson", is written over a horizontal line.