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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MARK NATHANSON, Individually and
on Behalf of All Others Similarly Situated,

No. 13-3476-YGR

Plaintiffs,

**~~[PROPOSED]~~ FINAL JUDGMENT
AND ORDER OF DISMISSAL WITH
PREJUDICE**

v.

POLYCOM, INC., ANDREW M.
MILLER, MICHAEL R. KOUREY, and
ERIC F. BROWN,

***AS MODIFIED BY THE
COURT***

Defendants.

This matter came on for hearing on August 16, 2016, pursuant to the Order Preliminarily Approving Settlement and Providing for Notice dated February 29, 2016 (Dkt. No. 111, "Preliminary Approval Order"), as well as Lead Plaintiff's Motion for Final Approval of Settlement (Dkt. No. 112) and Lead Plaintiff's Motion for Award of Attorneys' Fees and Expenses and Lead Plaintiff Award (Dkt. No. 113). Due and adequate notice has been given to the Class pursuant to the Preliminary Approval Order, and no timely objections or requests for exclusion have been received. The Court having considered all papers filed and proceedings held and otherwise being fully informed, it is hereby **ORDERED, ADJUDGED, AND DECREED** that:

1. The provisions of the Stipulation and Agreement of Settlement dated January 8, 2016, (Dkt. No. 111-1, "Stipulation"), including definitions of the terms used therein, are hereby incorporated by reference as though fully set forth herein.

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

3. For purposes of Settlement only, this Action is certified as a class action under Federal Rule of Civil Procedure 23(a) and (b)(3) on behalf of the following persons (the "Settlement Class" or "Class"):

1 All persons or entities that purchased Polycom securities on the U.S.
2 exchanges or by other means involving transactions in the United States
3 between January 20, 2011 and July 23, 2013 (both dates inclusive).
4 Excluded from the Settlement Class are Defendants, the current officers
5 and directors of Polycom, the former officers and directors of Polycom,
6 and members of any of their immediate families and their legal
7 representatives, heirs, successors or assigns and any entity in which
8 Defendants have, or have had, a controlling interest.

9 4. The Court affirms its finding in the Preliminary Approval Order that the
10 prerequisites for a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) have
11 been satisfied in that (a) the number of Settlement Class Members is so numerous that joinder of
12 all members thereof is impracticable; (b) there are questions of law and fact common to the
13 Settlement Class that predominate over any questions affecting only individual members of the
14 Settlement Class; (c) the claims of the Lead Plaintiff are typical of the claims of the Settlement
15 Class; (d) Lead Plaintiff has fairly and adequately represented the interests of the Settlement
16 Class; and (e) a class action is superior to other available methods for the fair and efficient
17 adjudication of the controversy.

18 5. The Court finds that Lead Plaintiff has fairly and adequately represented the
19 interests of the Settlement Class and affirms the appointment of Lead Plaintiff as the class
20 representative for the Settlement Class. The Court finds that Lead Counsel have fairly and
21 adequately represented the interests of the Settlement Class and affirms the appointment of Lead
22 Counsel as class counsel under Federal Rule of Civil Procedure 23(g).

23 6. This Court finds that the distribution of the Notice, the publication of the
24 Summary Notice, and the notice methodology:

25 (a) Were implemented in accordance with the terms of the Settlement
26 Stipulation and the Court's Preliminary Approval Order;

27 (b) Constituted the best practicable notice to members of the Settlement Class
28 under the circumstances of this Action;

1 (c) Were reasonably calculated, under the circumstances, to apprise members
2 of the Settlement Class of: (i) the proposed Settlement of this Action; (ii) their right to
3 exclude themselves from the Settlement Class; (iii) their right to object to any aspect of
4 the proposed Settlement; (iv) their right to appear at the Settlement Hearing, either on
5 their own or through counsel hired at their own expense, if they did not exclude
6 themselves from the Settlement Class; and (v) the binding effect of the proceedings,
7 rulings, orders, and judgments in this Action, whether favorable or unfavorable, on all
8 persons not excluded from the Settlement Class;

9 (d) Were reasonable and constituted due, adequate, and sufficient notice to all
10 persons entitled to be provided with notice; and

11 (e) Fully satisfied all applicable requirements of the Federal Rules of Civil
12 Procedure (including Rules 23(c) and (d)), the United States Constitution (including the
13 Due Process Clause), the Securities Exchange Act of 1934, 15 U.S.C. § 78u-4(a)(7), the
14 Private Securities Litigation Reform Act of 1995, the Rules of Court, and any other
15 applicable law.

16 7. The Court finds that the terms and provisions of the Stipulation were negotiated
17 by the parties at arm's length and were entered into by the parties in good faith.

18 8. Lead Plaintiff's Motion for Final Approval of Settlement (Dkt. No. 112) is
19 **GRANTED** and the Settlement set forth in the Stipulation is fully and finally **APPROVED** as
20 fair, reasonable, adequate, and in the best interests of the Settlement Class, taking into account,
21 *inter alia*, the benefits to the Settlement Class; the complexity, expense, and possible duration of
22 further litigation; the risks of establishing liability and damages; and the costs of continued
23 litigation. It shall be consummated in accordance with the terms and provisions therein, and the
24 Lead Plaintiff and the Settlement Class Members, and all and each of them, are hereby bound by
25 the terms of the Settlement as set forth in the Stipulation.

26 9. The Plan of Allocation, as described in the Notice (Dkt. No. 111-2 at 10–14), is
27 hereby **APPROVED** as fair, reasonable and adequate. Any order, proceeding, appeal,
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1 modification or change relating to the Plan of Allocation or the Fee and Expense Award shall in
2 no way disturb or affect the finality of this Final Judgment and Order of Dismissal with Prejudice
3 (the “Judgment”), and shall be considered separate from this Judgment.

4 10. Upon the Effective Date, Lead Plaintiff and Settlement Class Members (whether
5 or not they submit a Proof of Claim or share in the Net Settlement Fund), on behalf of
6 themselves and their heirs, executors, administrators and assigns, and any person(s) they
7 represent, shall be deemed by this Order to have, and shall have, released, waived, dismissed,
8 and forever discharged the Settlement Class Claims, and shall be deemed by this Order to be, and
9 shall be forever enjoined from prosecuting each and every one of the Settlement Class Claims.

10 11. Upon the Effective Date, Settling Defendants, on behalf of themselves and their
11 heirs, executors, administrators, insurers, reinsurers, and assigns, and any person(s) they
12 represent, shall be deemed by this Order to have, and shall have, released, waived, dismissed,
13 and forever discharged the Defendant Claims, and shall be deemed by this Order to be, and shall
14 be forever enjoined from prosecuting each and every one of the Defendant Claims.

15 12. Upon payment of the Settlement Consideration to the Escrow Account by AIG on
16 behalf of Settling Defendants, the Settlement Fund shall be deemed to be in the custody of the
17 Court and shall remain subject to the jurisdiction of the Court until such time as the Settlement
18 Fund is distributed or returned to the Defendants pursuant to the Stipulation and/or further order
19 of this Court.

20 13. The Settling Defendants and all former defendants have denied, and continue to
21 deny, any and all allegations and claims asserted in the Action, and the Settling Defendants have
22 represented that they entered into the Settlement solely in order to eliminate the burden, expense,
23 and uncertainties of further litigation. This Judgment, whether or not it becomes Final, and any
24 statements made or proceedings taken pursuant to it:

25 (a) Is not, shall not be deemed to be, and may not be argued to be or offered
26 or received against any of the Released Parties as evidence of, or construed as evidence
27 of any presumption, concession, or admission by any of the Released Parties with respect
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1 to the truth of any fact alleged by the Lead Plaintiff in this Action or the validity of any
2 claim that has been or could have been asserted against any of the Released Parties in this
3 Action or in any litigation, or the deficiency of any defense that has been or could have
4 been asserted in this Action or in any litigation, or of any liability, negligence, fault, or
5 other wrongdoing of any kind by any of the Released Parties.

6 (b) Is not, shall not be deemed to be, and may not be argued to be or offered
7 or received against any of the Released Parties as evidence of, or construed as evidence
8 of any presumption, concession, or admission of any fault, misrepresentation, or omission
9 with respect to any statement or written document approved or made by any of the
10 Released Parties, or against the Lead Plaintiff or any Settlement Class Member as
11 evidence of, or construed as evidence of any infirmity of the claims alleged by the Lead
12 Plaintiff.

13 (c) Is not, shall not be deemed to be, and may not be argued to be or offered
14 or received against any of the Released Parties, the Lead Plaintiff, or any Settlement
15 Class Member as evidence of, or construed as evidence of any presumption, concession,
16 or admission by any of the Released Parties, the Lead Plaintiff, or any Settlement Class
17 Member with respect to any liability, negligence, fault, or wrongdoing as against any of
18 the Released Parties, the Lead Plaintiff, or any Settlement Class Member in any other
19 civil, criminal, or administrative action or proceeding, other than such proceedings as
20 may be necessary to effectuate the provisions of the Stipulation or this Judgment,
21 provided, however, that, the Released Parties, the Lead Plaintiff, and any Settlement
22 Class Member may use it to effectuate the liability protection granted them by the
23 Stipulation and may file this Judgment in any action brought against them to support an
24 argument, defense, or counterclaim based on principles of res judicata, collateral
25 estoppel, release, good faith-settlement, judgment bar, reduction, or any theory of claim
26 or issue preclusion (or similar argument, defense, or counterclaim);

27 (d) Is not, shall not be deemed to be, and may not be argued to be or offered
28 or received against any of the Released Parties as evidence of, or construed as evidence

1 of any presumption, concession, or admission by any of the Released Parties that the
2 Settlement Consideration represents the amount which could or would have been
3 received after trial;

4 (e) Is not, shall not be deemed to be, and may not be argued to be or offered
5 or received against Lead Plaintiff or any Settlement Class Member as evidence of, or
6 construed as evidence of any presumption, concession, or admission by any of the Lead
7 Plaintiff or any Settlement Class Member that any of their claims are without merit, or
8 that any defenses asserted by Defendants or any former defendants in this Action have
9 any merit, or that damages recoverable in this Action would not have exceeded the
10 Settlement Fund; and

11 (f) Is not, shall not be deemed to be, and may not be argued to be or offered
12 or received as evidence of, or construed as evidence of any presumption, concession, or
13 admission that class certification is appropriate in this Action, except for purposes of this
14 Settlement.

15 14. No person shall have any claim against Lead Plaintiff, Lead Counsel, the
16 Settlement Administrator, the Escrow Agent or any other agent designated by Lead Counsel
17 arising out of distribution determinations or claim rejections made substantially in accordance
18 with this Stipulation and the Settlement, the Plan of Allocation, or further orders of the Court,
19 except in the case of fraud or willful misconduct. No person shall have any claim under any
20 circumstances against the Released Parties, based on any distributions, determinations, claim
21 rejections or the design, terms, or implementation of the Plan of Allocation.

22 15. In the event that the Settlement does not become effective in accordance with the
23 terms of the Stipulation, this Judgment shall be rendered null and void to the extent provided by
24 and in accordance with the Stipulation and shall be vacated, and in such event, all orders entered
25 and releases delivered in connection herewith shall be null and void to the extent provided by
26 and in accordance with the Stipulation.

1 16. The Settling Parties are hereby authorized, without further approval of the Court,
2 to unanimously agree to and adopt in writing such amendments, modifications, and expansions
3 of the Stipulation and all exhibits attached thereto, provided that such amendments,
4 modifications, and expansions of the Stipulation are done in accordance with the terms of
5 Paragraph 48 of the Stipulation, are not materially inconsistent with this Judgment, and do not
6 materially limit the rights of the Settlement Class Members under the Stipulation.

7 17. This Court finds that during the course of this Action, all Parties, Lead Counsel
8 and counsel to the Settling Defendants at all times complied with the requirements of Rule 11 of
9 the Federal Rules of Civil Procedure.

10 18. Lead Plaintiff's Motion for Award of Attorneys' Fees and Expenses and Lead
11 Plaintiff Award (Dkt. No. 113) is **GRANTED**. Lead Counsel are awarded attorneys' fees in the
12 amount of \$2,000,000 and reimbursement of expenses, including experts' fees and expenses, in
13 the amount of \$73,117.08, together with the interest earned on both amounts for the same time
14 period and at the same rate as that earned on the Settlement fund until paid. The Court finds this
15 award fair and reasonable in light of the time and labor required, the novelty and difficulty of the
16 case, the skill required to prosecute the case, the experience and ability of the attorneys, awards
17 in similar cases, the contingent nature of the representation, and the result obtained for the Class.

18 19. Lead Plaintiff Mark Nathanson is awarded the sum of \$13,500, as reasonable
19 costs and expenses directly relating to the representation of the Class as provided in 15 U.S.C. §
20 78u-4(a)(4). The Court finds that Lead Plaintiff has adequately represented the Class and that
21 this award is fair and reasonable.

22 20. The amounts awarded herein shall be payable from the Settlement Fund
23 immediately after entry of this Judgment.

24 21. Without affecting the finality of this Judgment in any way, this Court hereby
25 retains continuing jurisdiction for a period of one year from the date of this Judgment over: (a)
26 implementation of the Settlement and any award or distribution from the Settlement Fund,
27 including interest earned thereon; (b) disposition of the Net Settlement Fund; (c) hearing and
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1 determining applications for attorneys' fees, costs, interest and reimbursement of expenses in the
2 Action; and (d) all Settling Parties for the purpose of construing, enforcing and administering the
3 Settlement.

4 22. This Action and all Settlement Class Claims are **DISMISSED WITH**
5 **PREJUDICE**. The Settling Parties are to bear their own costs, except as otherwise provided in
6 the Stipulation or this Judgment.

7 23. The provisions of this Judgment constitute a full and complete adjudication of the
8 matters considered and adjudged herein, and the Court determines that there is no just reason for
9 delay in the entry of this Judgment. The Clerk is hereby directed to immediately enter this
10 Judgment.

11 **SO ORDERED** in the Northern District of California on September 7, 2016.

12 

13 . YVONNE GONZALEZ ROGERS

14 UNITED STATES DISTRICT JUDGE
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