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13 UNITED STATES DISTRICT COURT
 14 NORTHERN DISTRICT OF CALIFORNIA

15 CURTIS AND CHARLOTTE WESTLEY,
 Individually and on Behalf of All Others
 16 Similarly Situated,
 Plaintiffs,

17 vs.

18 OCLARO, INC., et al.,
 19 Defendants.

No. C11-02448-EMC
 and related consolidated action
 (Lead Case No. C11-3176-EMC)
 (Derivative Action)

[PROPOSED] ORDER PRELIMINARILY
 APPROVING SETTLEMENT AND
 PROVIDING FOR NOTICE

20 In re OCLARO, INC. DERIVATIVE
 21 LITIGATION

Lead Case No. C11-3176-EMC
 (Derivative Action)

22 This Document Relates To:

23 *Westley v. Oclaro, Inc., et al.*,
 24 C11-02448-EMC.

1 WHEREAS, an action is pending before this Court styled *Westley v. Oclaro, Inc.*, No. C11-
2 02448-EMC (the “Litigation”);

3 WHEREAS, the parties having made application, pursuant to Federal Rule of Civil
4 Procedure 23(e), for an order approving the settlement of this Litigation, in accordance with an
5 Amended Stipulation of Settlement dated as of April 30, 2014 (the “Stipulation”), which, together
6 with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of
7 the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set
8 forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed
9 thereto; and

10 WHEREAS, all defined terms herein have the same meanings as set forth in the Stipulation.

11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12 1. The Court does hereby preliminarily approve the Stipulation and the settlement set
13 forth therein, subject to further consideration at the Settlement Hearing described below.

14 2. The Court hereby certifies a Class, for settlement purposes only, defined as: all
15 Persons who purchased or otherwise acquired the common stock of Oclaro between May 6, 2010
16 and October 28, 2010, inclusive, excluding Defendants, Oclaro’s officers and directors during the
17 Class Period, and their immediate families and affiliates. Also excluded from the Class are those
18 Persons who validly and timely request exclusion from the Class.
19

20 3. With respect to the Class, this Court finds solely for purposes of effectuating this
21 settlement that (a) the Members of the Class are so numerous that joinder of all Class Members in
22 the Litigation is impracticable; (b) there are questions of law and fact common to the Class which
23 predominate over any individual questions; (c) the claims of the Lead Plaintiff are typical of the
24 claims of the Class; (d) Lead Plaintiff and Lead Counsel have fairly and adequately represented and
25 protected the interests of all of the Class Members; and (e) a class action is superior to other
26 available methods for the fair and efficient adjudication of the controversy, considering: (i) the
27 interests of the Members of the Class in individually controlling the prosecution of the separate
28

1 actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by
2 Members of the Class; (iii) the desirability or undesirability of continuing the litigation of these
3 claims in this particular forum; and (iv) the difficulties likely to be encountered in the management
4 of the class action.

5
6 4. A hearing (the "Settlement Hearing") shall be held before this Court on July 31, 2014,
7 at 1:30 p.m., at the United States District Court for the Northern District of California, 450 Golden
8 Gate Avenue, San Francisco, CA 94102, to determine whether the proposed settlement of the
9 Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable, and
10 adequate to the Class and should be approved by the Court; whether the Final Order and Judgment as
11 provided in ¶¶1.10 and 1.12 of the Stipulation should be entered; whether the proposed Plan of
12 Allocation should be approved; and to determine the amount of fees and expenses that should be
13 awarded to Lead Counsel. The Court may adjourn the Settlement Hearing without further notice to
14 the Members of the Class.
15

16 5. The Court approves, as to form and content, the Notice of Proposed Settlement of
17 Class Action (the "Notice"), the Proof of Claim and Release form (the "Proof of Claim"), and
18 Summary Notice annexed as Exhibits A-1, A-2, and A-3 hereto and finds that the mailing and
19 distribution of the Notice and publishing of the Summary Notice substantially in the manner and
20 form set forth in ¶¶6-7 of this Order meet the requirements of Federal Rule of Civil Procedure 23
21 and due process, and is the best notice practicable under the circumstances, including individual
22 notice to all Class Members who can be identified through reasonable efforts, and shall constitute
23 due and sufficient notice to all Persons entitled thereto.
24

25 6. The firm of Gilardi & Co. LLC ("Claims Administrator") is hereby appointed to
26 supervise and administer the notice procedure as well as the processing of claims as more fully set
27 forth below:
28

1 (a) The Claims Administrator shall make reasonable efforts to identify all Persons
2 who are Members of the Class and not later than May 15, 2014 (the "Notice Date"), the Claims
3 Administrator shall cause a copy of the Notice and the Proof of Claim, substantially in the forms
4 annexed as Exhibits A-1 and A-2 hereto, to be mailed by First-Class Mail to all Class Members who
5 can be identified with reasonable effort and post on its website the Stipulation and Exhibits and
6 provide a dedicated link to the website in the Notice (www.oclarosettlement.com);
7

8 (b) Not later than May 22, 2014, the Claims Administrator shall cause the
9 Summary Notice to be published once in *Investor's Business Daily*, and once over the *Business*
10 *Wire*;

11 (c) Not later than May 15, 2014, the Claims Administrator shall include at [www.](http://www.oclarosettlement.com)
12 [oclarosettlement.com](http://www.oclarosettlement.com) a calculator that will permit Class Members to input their transactions in
13 Oclaro common stock and then obtain a nonbinding estimate of their possible distribution;

14 (d) At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel
15 shall cause to be served on Defendants' counsel and filed with the Court proof, by affidavit or
16 declaration, of such mailing and publishing;

17 (e) Not later than June 26, 2014, the Claims Administrator shall post at [www.](http://www.oclarosettlement.com)
18 [oclarosettlement.com](http://www.oclarosettlement.com), the Motion for Final Approval of the Settlement, Plan of Allocation and
19 Request for Attorneys' Fees and Expenses; and
20

21 (f) Not later than June 26, 2014, the Claims Administrator shall mail a reminder
22 notice to Class Members for whom the Claims Administrator has addresses that have not responded.

23 7. Nominees who purchased or acquired Oclaro common stock for the beneficial
24 ownership of Class Members during the Class Period shall send the Notice and the Proof of Claim to
25 all beneficial owners of such Oclaro common stock within ten (10) days after receipt thereof, or send
26 a list of the names and addresses of such beneficial owners to the Claims Administrator within ten
27 (10) days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice
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1 and Proof of Claim to such beneficial owners. Lead Counsel shall, if requested, reimburse banks,
2 brokerage houses or other nominees solely for their reasonable expenses incurred in providing notice
3 to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not
4 have been incurred except for the sending of such notice, subject to further order of this Court with
5 respect to any dispute concerning such compensation.
6

7 8. All Members of the Class shall be subject to and be bound by the provisions of the
8 Stipulation if approved, the releases contained therein, and the Final Order and Judgment with
9 respect to all Released Claims, regardless of whether such Persons seek or obtain by any means,
10 including, without limitation, by submitting a Proof of Claim or a similar document, any distribution
11 from the Settlement Fund or Net Settlement Fund. All Members of the Class shall also be subject
12 and bound by all determinations and judgments in the Litigation concerning the settlement, whether
13 favorable or unfavorable to the Class.
14

15 9. Class Members who seek any portion of the Settlement Fund shall complete and
16 submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court
17 orders otherwise, all Proofs of Claim must be postmarked no later than ninety (90) days from the
18 Notice Date. Any Class Member who does not timely submit a Proof of Claim within the time
19 provided for, shall be barred from sharing in the distribution of the proceeds of the Settlement Fund,
20 unless otherwise ordered by the Court. Notwithstanding the foregoing, Lead Counsel may, in their
21 discretion, accept late-submitted claims for processing by the Claims Administrator so long as
22 distribution of the Net Settlement Fund is not materially delayed thereby. If there are sufficient
23 funds left in the Net Settlement Fund after six months from the initial date of distribution, the Claims
24 Administrator shall make a second distribution in an equitable and economic fashion. As set forth in
25 the Notice, the second distribution would be based on the percentage of the Net Settlement Fund that
26 each such Authorized Claimant bears to the total of the claims of all Authorized Claimants who
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1 cashed their checks in the initial distribution. Additionally, only Authorized Claimants who cashed
2 their checks in the initial distribution would receive a second distribution.

3 10. Any Member of the Class may enter an appearance in the Litigation, at their own
4 expense, individually or through counsel of their own choice. If they do not enter an appearance,
5 they will be represented by Lead Counsel.

6 11. Any Person who would otherwise fall within the definition of a Class Member may,
7 upon request, be excluded from the Class. Any such Person must submit to the Claims
8 Administrator a request for exclusion (“Request for Exclusion”), postmarked no later than July 7,
9 2014. A Request for Exclusion must state: (a) the name, address, and telephone number of the
10 Person requesting exclusion; (b) each of the Person’s purchases, acquisitions and sales of Oclaro
11 common stock made during the Class Period, including the dates of purchase, acquisition or sale,
12 and the price paid or received for each such purchase, acquisition or sale (unless such information is
13 not readily available); and (c) that the Person wishes to be excluded from the Class. Any Person
14 may submit a Request for Exclusion for review even if the person cannot find the prices or exact
15 dates of the Person’s purchases, acquisitions, and sales of Oclaro common stock made during the
16 Class Period. Any Person who submits a valid and timely Request for Exclusion in the manner set
17 forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of
18 the Net Settlement Fund, and shall not be bound by the Stipulation or the Final Order or Judgment
19 entered in the Litigation.

20 12. Any Member of the Class may appear and show cause, if he, she, or it has any, why
21 the proposed settlement of the Litigation should or should not be approved as fair, reasonable, and
22 adequate, why a judgment should or should not be entered thereon, why the Plan of Allocation
23 should or should not be approved, why attorneys’ fees and expenses should or should not be awarded
24 to counsel for the Lead Plaintiff; provided, however, that no Class Member or any other Person shall
25 be heard or entitled to contest such matters, unless that Person has filed said objections, papers, and
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1 briefs with the Clerk of the United States District Court for the Northern District of California, on or
2 before July 7, 2014. Any Member of the Class who does not make his, her, or its objection in the
3 manner provided shall be deemed to have waived such objection and shall forever be foreclosed
4 from making any objection to the fairness or adequacy of the proposed settlement as set forth in the
5 Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to counsel for
6 Lead Plaintiff, unless otherwise ordered by the Court.

7 13. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia*
8 *legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such
9 funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

10 14. All opening briefs and supporting documents in support of the settlement, the Plan of
11 Allocation, and any application by Lead Counsel for attorneys' fees and expenses shall be filed and
12 served by June 23, 2014, fourteen (14) calendar days prior to the deadline for objections in ¶12. Any
13 reply briefs and supporting documents shall be filed and served by July 17, 2014, fourteen (14)
14 calendar days prior to the Settlement Hearing.

15 15. Neither the Released Persons nor the Defendants' counsel shall have any
16 responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted
17 by Lead Counsel, and such matters will be considered separately from the fairness, reasonableness,
18 and adequacy of the settlement.

19 20
21 16. At or after the Settlement Hearing, the Court shall determine whether the Plan of
22 Allocation proposed by Lead Counsel, and any application for attorneys' fees or payment of
23 expenses shall be approved.

24 17. All reasonable expenses incurred in identifying and notifying Class Members, as well
25 as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the
26 settlement is not approved by the Court, or otherwise fails to become effective, neither Lead
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1 Plaintiff, nor any of its counsel shall have any obligation to repay any amounts incurred or properly
2 disbursed pursuant to ¶¶2.6 or 2.7 of the Stipulation.

3 18. Neither the Stipulation nor the settlement contained therein, nor any act performed or
4 document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be
5 deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim,
6 any allegation made in the Litigation, or of any wrongdoing or liability of the Released Persons; or
7 (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or
8 omission of any of the Released Persons in any civil, criminal or administrative proceeding in any
9 court, administrative agency or other tribunal; or (c) is or may be deemed or used as an admission or
10 evidence that any claims asserted by Lead Plaintiff were not valid or that the amount recoverable
11 was not greater than the Settlement Amount, in any civil, criminal or administrative proceeding in
12 any court, administrative agency or other tribunal. Neither the Stipulation nor the settlement, nor
13 any act performed or document executed pursuant to or in furtherance of the Stipulation or the
14 settlement shall be admissible in any proceeding for any purpose except that the Released Persons
15 may file the Stipulation and/or the Judgment in any action that may be brought against them in order
16 to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,
17 good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue
18 preclusion or similar defense or counterclaim.
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22 19. The Court reserves the right to adjourn the date of the Settlement Hearing without
23 further notice to the Members of the Class, and retains jurisdiction to consider all further
24 applications arising out of or connected with the proposed settlement. The Court may approve the
25 settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate,
26 without further notice to the Class.
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1 20. The Court retains jurisdiction over all proceedings arising out of or related to the
2 Stipulation and/or the settlement.

3 21. If the Stipulation and the settlement set forth therein is not approved or consummated
4 for any reason whatsoever, this Order shall be rendered null and void and shall be vacated, *nunc pro*
5 *tunc*, and the Stipulation and settlement and all proceedings had in connection therewith shall be
6 without prejudice to the rights of the Settling Parties *status quo ante*.
7

8 22. Without further order of the Court, the Settling Parties may agree to reasonable
9 extensions of time to carry out any of the provisions of this Order or the Stipulation.

10 23. Pending final determination as to whether the Settlement set forth in the Stipulation
11 should be approved, no Class Member shall commence, prosecute, pursue or litigate any Released
12 Claim against any Released Person.

13 IT IS SO ORDERED.

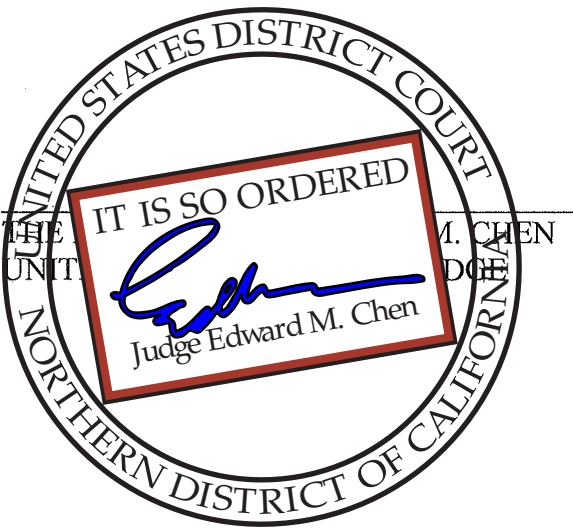
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15 DATED: 5/5/14
16 _____

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18 Submitted by:
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Additional Counsel for Plaintiff

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EXHIBIT A-1

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11 Lead Counsel for Plaintiffs

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

14 CURTIS AND CHARLOTTE WESTLEY,
Individually and on Behalf of All Others
15 Similarly Situated,
16 Plaintiffs,

17 vs.

18 OCLARO, INC., et al.,
19 Defendants.

20 In re OCLARO, INC. DERIVATIVE
LITIGATION

22 This Document Relates To:

23 *Westley v. Oclaro, Inc., et al.*,
24 C11-02448-EMC.

) No. C11-02448-EMC
) and related consolidated action
) (Lead Case No. C11-3176-EMC)
) (Derivative Action)

) NOTICE OF PROPOSED SETTLEMENT OF
) CLASS ACTION

) EXHIBIT A-1

) Lead Case No. C11-3176-EMC
) (Derivative Action)

1 *If you purchased or acquired Oclaro, Inc. (“Oclaro” or the “Company”)¹ common stock*
2 *during the period between May 6, 2010 and October 28, 2010, inclusive (the “Class Period”), and*
3 *are not otherwise excluded from the Class (see Question 6 below), you could get a payment from a*
4 *class action settlement.*

5 A federal court authorized this Notice. This is not a solicitation from a lawyer.

6 **PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY AS YOUR**
7 **RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE LITIGATION.**

8 **Security and Time Period:** Oclaro common stock purchased or acquired between May 6,
9 2010 and October 28, 2010, inclusive.

10 **Settlement Fund:** \$3,700,000 in cash plus any interest earned. Your recovery will depend
11 on the timing of your purchases, acquisitions, and sales of Oclaro common stock during the Class
12 Period. Based on the information currently available to Lead Plaintiff and the analysis performed by
13 its damages consultants, **it is estimated that if Class Members submit claims for 100% of the**
14 **shares eligible for distribution under the Plan of Allocation (described below), the estimated**
15 **average distribution per share of common stock will be approximately \$0.15 before deduction**
16 **of Court-approved fees and expenses, including the cost of notifying Members of the Class and**
17 **settlement administration and any attorneys’ fees and expenses awarded by the Court to**
18 **counsel for the Lead Plaintiff. The estimated average distribution per share after payment of**
19 **the above Court approved expenses will be approximately \$0.10 per share.** Historically, actual
20 claims rates are less than 100%, which result in higher distributions per share. A Class Member’s
21 actual recovery will be a proportion of the Net Settlement Fund determined by that claimant’s
22 recognized claim as compared to the total recognized claims of all Class Members who submit valid
23 Proof of Claim and Release forms (“Proof of Claim”).

24 **Reasons for Settlement:** Avoids the costs and risks associated with continued litigation,
25 including the danger of no recovery.

26 ¹ This Notice incorporates by reference the definitions in the Amended Stipulation of Settlement
27 dated as of April 30, 2014 (“Stipulation”), and all capitalized terms used, but not defined herein,
28 shall have the same meanings as in the Stipulation. The Stipulation can be obtained at
www.oclarosettlement.com.

1 **If the Case Had Not Settled:** Continuing with the case could have resulted in loss at
2 summary judgment, trial or on appeal. The two sides vigorously disagree on both liability and the
3 amount of money that could have been won if Lead Plaintiff prevailed at trial. The issues on which
4 the parties disagree are many and include: (1) whether Defendants engaged in conduct that would
5 give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether
6 Defendants have valid defenses to any such claims of liability; (3) the method for determining
7 whether the price of Oclaro common stock was artificially inflated, if at all, during the relevant
8 period; (4) whether there was any such inflation and the amount of any such alleged inflation; (5) the
9 extent to which external factors or market factors influenced the trading price of Oclaro common
10 stock during the Class Period; (6) the extent that various facts alleged by Lead Plaintiff influenced
11 the trading price of Oclaro common stock during the Class Period; and (7) whether the facts alleged
12 were material, false, misleading or otherwise actionable under the federal securities laws.

13 **Attorneys' Fees and Expenses:** Court-appointed Lead Plaintiff's counsel will ask the Court
14 for attorneys' fees of 25% (*i.e.* \$925,000) of the Settlement Fund and expenses not to exceed
15 \$175,000 to be paid from the Settlement Fund plus interest. Lead Plaintiff's counsel have not
16 received any payment for their work for prosecuting this Litigation, and negotiating this settlement
17 on behalf of the Lead Plaintiff and the Class. **If the above amounts are requested and approved**
18 **by the Court, the average cost per share of common stock will be approximately \$0.04.**

19 **Deadlines:**

- 20 Submit Claim: _____, 2014
21 Request Exclusion: _____, 2014
22 File Objection: _____, 2014

23 **Court Hearing on Fairness of Settlement:** _____, 2014

24 **More Information:** www.oclarosettlement.com or

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Claims Administrator:

Representative of Lead Plaintiff's counsel:

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Claims Administrator
c/o Gilardi & Co. LLC
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Rick Nelson
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Robbins Geller Rudman & Dowd LLP
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- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM

If you are a Class Member and do not exclude yourself from the Class, the only way to get a payment is to submit a claim form. You may submit a claim form and still object to any aspect of the settlement, the request for an award of attorneys' fees and expenses and/or the Plan of Allocation. If you submit a claim form, you give up your right to participate in another lawsuit against the Defendants for the legal claims in this case. See Answer to Question 12 for a more detailed description of what you are giving up if you submit a claim form.

EXCLUDE YOURSELF

Get no payment. This is the only option that allows you to participate in another lawsuit against the Defendants for the legal claims in this case.

OBJECT

If you are a Class Member and do not exclude yourself from the Class, you may write to the Court if you do not like the settlement, the request for attorneys' fees and expenses, or the Plan of Allocation. If you submit an objection to the settlement, Plan of Allocation or the request for an award of attorneys' fees and expenses and do not submit a claim form seeking payment from the settlement proceeds, your objection may be rejected because you would no longer have an interest in the settlement. You may also ask to speak in Court about the

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fairness of the settlement, the request for attorneys' fees and expenses, or the Plan of Allocation.

DO NOTHING

If you do nothing, you will not receive any payments, will not be allowed to object to the settlement, Plan of Allocation or Lead Plaintiff's counsel's request for an award of attorneys' fees and expenses and will give up your right to participate in another lawsuit against the Defendants for the legal claims in this case. See Answer to Question 12 for a more detailed description of what you are giving up if you do nothing.

- These rights and options — *and the deadlines to exercise them* — are explained in this Notice.
- The Court in charge of this case must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased or acquired Oclaro common stock between May 6, 2010 and October 28, 2010, inclusive.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections or appeals (if there are any) are resolved, the Claims Administrator appointed by the Court will make the payments that the settlement allows.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

1 The Court in charge of the case is the United States District Court for the Northern District of
2 California, and the case is known as *Westley v. Oclaro, Inc.*, No. C11-02448-EMC. The entity that
3 leads the Litigation, Connecticut Laborers' Pension Fund, is called the Lead Plaintiff and the
4 company and the individuals it sued are called Defendants.

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

6 Defendant Oclaro provides optical components and subsystems to the telecommunications
7 industry. This is a securities class action on behalf of all persons who purchased or acquired the
8 common stock of Oclaro between May 6, 2010 and October 28, 2010, inclusive, against Oclaro and
9 certain of its officers and/or directors for violations of the Securities Exchange Act of 1934
10 ("Exchange Act"). Lead Plaintiff alleges that throughout the Class Period – and more specifically in
11 May, June, July and August 2010 – the Company and certain of its top executives made false and
12 misleading statements to the investment community concerning purported current and increasingly
13 strong customer demand for Oclaro's products. In addition, Lead Plaintiff alleges that Defendants
14 made false and misleading statements in July and August 2010 in issuing (and then reaffirming)
15 Oclaro's increased revenue and earnings guidance for first quarter 2011 ("1Q11") (ended October 2,
16 2010) and accelerated margin guidance for the calendar year 2010 at a time they were aware of facts
17 seriously undermining the reasonableness of these projections. In July and August 2010, Lead
18 Plaintiff alleges that Defendants also misrepresented to the market the significance of Oclaro's close
19 customer relationships by inaccurately boasting that these relationships provided them with
20 knowledge of existing order firmness as well as future customer needs. Lead Plaintiff alleges that
21 when Defendants disclosed the truth about the Company's true condition, Class Members suffered
22 damages as a result of the decline in the price of Oclaro common stock.

23 Defendants have denied and continue to deny each and all of the claims and allegations of
24 wrongdoing made by Lead Plaintiff in the Litigation and maintain furthermore that they have
25 meritorious defenses. Defendants expressly have denied and continue to deny all charges of
26 wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions
27 alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue
28 to deny, among other allegations, the allegations that the Lead Plaintiff or the Class have suffered

1 any damage, that the price of Oclaro common stock was artificially inflated by reasons of alleged
2 misrepresentations, non-disclosures or otherwise, or that the Lead Plaintiff or the Class were harmed
3 by the conduct alleged in the Litigation.

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

5 In a class action, one or more people called class representatives (in this case, the Court-
6 appointed Connecticut Laborers' Pension Fund as Lead Plaintiff), sue on behalf of people who have
7 similar claims. All of these people and/or entities are called a class or class members. One judge –
8 in this case, United States District Court Judge Edward M. Chen – resolves the issues for all Class
9 Members, except for those who exclude themselves from the Class.

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

11 The Court did not decide in favor of the Lead Plaintiff or Defendants. Instead, the lawyers
12 for both sides of the lawsuit have negotiated a settlement, with the assistance of the Honorable Layn
13 R. Phillips (Ret.), a former United States District Court Judge, that they believe is in the best
14 interests of their respective clients. The settlement allows both sides to avoid the risks and cost of
15 lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permits Class
16 Members to be compensated without further delay. The Lead Plaintiff and its attorneys think the
17 settlement is best for all Class Members.

18 **WHO GETS MONEY FROM THE SETTLEMENT**

19 To see if you will get money from this settlement, you first have to determine if you are a
20 Class Member.

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

22 The Class includes *all Persons who purchased or acquired Oclaro's common stock between*
23 *May 6, 2010 and October 28, 2010, inclusive.*

24 **6. Are there exceptions to being included in the Class?**

25 Yes. Excluded from the Class are Defendants, Oclaro's officers and directors during the
26 Class Period, and their immediate families and affiliates. Also excluded from the Class are those
27 Persons who timely and validly request exclusion from the Class pursuant to this Notice.
28

1 **7. I'm still not sure if I am included.**

2 If you still are not sure whether you are included, you can ask for free help. You can call 1-
3 800-447-7657 or visit www.oclarosettlement.com for more information; or, you can call Rick
4 Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, at 1-800-449-4900 for more
5 information.

6 **THE SETTLEMENT BENEFITS – WHAT YOU GET**

7 **8. What does the settlement provide?**

8 Oclaro has agreed to pay or cause to be paid \$3,700,000 in cash (the "Settlement Fund").
9 The Settlement Fund, plus interest earned from the date it is established, less costs, fees, and
10 expenses (the "Net Settlement Fund"), will be divided among all eligible Class Members who send
11 in valid Proofs of Claim ("Authorized Claimants"). Costs, fees, and expenses include Court-
12 approved attorneys' fees and expenses, the costs of notifying Class Members, including the costs of
13 printing and mailing this Notice and the cost of publishing newspaper notice, the costs of claims
14 administration, and taxes on the Settlement Fund. The Net Settlement Fund is estimated to be
15 \$2,392,000.

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

17 Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim
18 that Class Members send in and how many shares of Oclaro common stock you purchased and/or
19 acquired during the relevant period and when you purchased, acquired and/or sold them. You can
20 estimate the payment you might receive if all Class Members submit claims by inputting your
21 transactions in Oclaro's common stock in a calculator at www.oclarosettlement.com.

22 For purposes of determining the amount an Authorized Claimant may recover under the Plan
23 of Allocation, Lead Plaintiff's counsel conferred with their damages consultants and the Plan of
24 Allocation reflects their judgment regarding the relative strengths of the claims at issue in light of the
25 order issued by the District Court that they believe could have been recovered had Lead Plaintiff
26 prevailed at trial.

27 In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized
28 Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If,

1 however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total
2 claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of
3 the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all
4 Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized
5 Claimants.

6 A "Claim" will be calculated as follows:

7 The calculation of claims below is not an estimate of the amount you will receive. It is a
8 formula for allocating the Net Settlement Fund among all Authorized Claimants.

9 The allocation below is based on the following Inflation Amounts² as well as the statutory
10 PSLRA 90-day look-back amount of \$11.53.³

11 1. For shares of Oclaro common stock *purchased or acquired, on or between May 6,*
12 *2010 through October 27, 2010*, the claim per share shall be as follows:

13 (a) If sold on or between May 6, 2010 through October 27, 2010, the claim per
14 share shall be the lesser of (i) the inflation in Table A at the time of purchase less the inflation in
15 Table A at the time of sale; and (ii) the difference between the purchase price and the selling price.

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18 ² The Inflation Amounts which are listed in Table A are based on the July 30, 2010 and October
19 28, 2010 price declines in Oclaro common stock that plaintiffs allege resulted from Oclaro correcting
20 earlier false and misleading statements. A market adjusted dollar decline of \$1.11 was used for the
21 July 30, 2010 price decline. For the October 28, 2010 price decline, the market adjusted price
22 decline of \$5.16 was reduced by 90% to \$0.52 per share because plaintiffs believe that the claims
23 related to the October 28, 2010 decline were significantly weaker than the claims associated with the
24 July 30, 2010 decline as reflected in the Court's May 30, 2013 Order. As a result, the \$1.63 inflation
25 amount for the time period May 6, 2010 to July 29, 2010 listed in Table A reflects both the inflation
26 amounts for the adjusted price declines on July 30, 2010 (\$1.11) and on October 28, 2010 (\$0.52).
27 The inflation amount for the time period July 30, 2010 to October 27, 2010 listed in Table A reflects
28 the adjusted price decline of \$0.52.

³ The statutory PSLRA 90-day look-back amount of \$11.53, reflects that the PSLRA, the statute
this case was brought under, provides that the award of damages to the plaintiffs shall not exceed the
difference between the purchase or sale price paid or received for the stock at issue, here Oclaro
common stock and the average trading price of Oclaro common stock during the 90 day period
beginning on the date on which the information correcting the misstatement or omission that is the
basis for the action is disseminated, in this case October 28, 2010. Consistent with the requirements
of the PSLRA, claims are reduced by taking into account the closing prices of Oclaro's common
stock during the 90 day period. The average closing price for Oclaro's common stock at the end of
the 90 day period was \$11.53.

1 (b) If retained at the end of October 27, 2010 and sold prior to January 25, 2011,
2 the claim per share shall be the lesser of (i) the inflation in Table A at the time of purchase; (ii) the
3 difference between the purchase price and the selling price; and (iii) the difference between the
4 purchase price per share and the average closing price per share up to the date of sale as set forth in
5 Table B below.

6 (c) If retained at the close of trading on January 24, 2011, or sold on January 25,
7 2011 or thereafter, the claim per share shall be the lesser of (i) the inflation in Table A at the time of
8 purchase; and (ii) the difference between the purchase price per share and \$11.53 per share.

9 2. For shares of Oclaro common stock *purchased or acquired, on October 28, 2010*, the
10 claim per share shall be \$0.00.⁴

11 TABLE A

Time Period	Inflation
May 6, 2010 – July 29, 2010	\$1.63
July 30, 2010 – October 27, 2010	\$0.52

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16 TABLE B

Date	Closing Price	Average Closing Price
28-Oct-10	\$8.60	\$8.60
29-Oct-10	\$8.41	\$8.51
1-Nov-10	\$8.62	\$8.54
2-Nov-10	\$9.00	\$8.66
3-Nov-10	\$9.51	\$8.83
4-Nov-10	\$9.89	\$9.01
5-Nov-10	\$9.97	\$9.14
8-Nov-10	\$9.96	\$9.25
9-Nov-10	\$9.28	\$9.25
10-Nov-10	\$9.48	\$9.27
11-Nov-10	\$9.48	\$9.29
12-Nov-10	\$9.70	\$9.33

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26 ⁴ Please note that although the Class Period includes October 28, 2010, shares of Oclaro common
27 stock that were purchased and/or acquired on October 28, 2010 are not eligible for a recovery under
28 the Plan of Allocation because the disclosure made on October 28, 2010 that Lead Plaintiff alleges
corrected earlier alleged misrepresentations and omissions was made before the opening of trading
that day.

1	15-Nov-10	\$9.38	\$9.33
	16-Nov-10	\$9.15	\$9.32
2	17-Nov-10	\$9.11	\$9.30
	18-Nov-10	\$9.43	\$9.31
3	19-Nov-10	\$9.78	\$9.34
	22-Nov-10	\$9.90	\$9.37
4	23-Nov-10	\$9.63	\$9.38
	24-Nov-10	\$9.85	\$9.41
5	26-Nov-10	\$9.71	\$9.42
	29-Nov-10	\$9.79	\$9.44
6	30-Nov-10	\$9.70	\$9.45
	1-Dec-10	\$10.16	\$9.48
7	2-Dec-10	\$11.07	\$9.54
	3-Dec-10	\$12.18	\$9.64
8	6-Dec-10	\$11.71	\$9.72
	7-Dec-10	\$11.57	\$9.79
9	8-Dec-10	\$11.58	\$9.85
	9-Dec-10	\$12.05	\$9.92
10	10-Dec-10	\$12.65	\$10.01
	13-Dec-10	\$12.26	\$10.08
11	14-Dec-10	\$12.12	\$10.14
	15-Dec-10	\$12.14	\$10.20
12	16-Dec-10	\$12.63	\$10.27
	17-Dec-10	\$12.58	\$10.33
13	20-Dec-10	\$12.43	\$10.39
	21-Dec-10	\$12.50	\$10.45
14	22-Dec-10	\$12.35	\$10.50
	23-Dec-10	\$12.40	\$10.54
15	27-Dec-10	\$12.41	\$10.59
	28-Dec-10	\$12.50	\$10.63
16	29-Dec-10	\$12.59	\$10.68
	30-Dec-10	\$13.04	\$10.73
17	31-Dec-10	\$13.15	\$10.79
	3-Jan-11	\$13.38	\$10.84
18	4-Jan-11	\$13.10	\$10.89
	5-Jan-11	\$13.64	\$10.95
19	6-Jan-11	\$13.65	\$11.00
	7-Jan-11	\$14.10	\$11.07
20	10-Jan-11	\$14.22	\$11.13
	11-Jan-11	\$13.96	\$11.18
21	12-Jan-11	\$14.33	\$11.24
	13-Jan-11	\$14.39	\$11.30
22	14-Jan-11	\$14.70	\$11.36
	18-Jan-11	\$14.33	\$11.41
23	19-Jan-11	\$12.94	\$11.44
	20-Jan-11	\$12.83	\$11.46
24	21-Jan-11	\$12.76	\$11.49
	24-Jan-11	\$13.11	\$11.51
25	25-Jan-11	\$12.60	\$11.53
26			
27			
28			

1 For Class Members who held Oclaro common stock at the beginning of the Class Period or
2 made multiple purchases, acquisitions or sales during the Class Period, the first-in, first-out (“FIFO”)
3 method will be applied to such holdings, purchases, acquisitions and sales for purposes of
4 calculating a claim. Under the FIFO method, sales of Oclaro common stock during the Class Period
5 will be matched, in chronological order, first against common stock held at the beginning of the
6 Class Period. The remaining sales of Oclaro common stock during the Class Period will then be
7 matched, in chronological order, against Oclaro common stock purchased or acquired during the
8 Class Period.

9 An Authorized Claimant will be eligible to receive a distribution from the Net Settlement
10 Fund only if a Class Member had a net loss, after all profits from transactions in Oclaro common
11 stock during the Class Period are subtracted from all losses. However, the proceeds from sales of
12 Oclaro common stock which have been matched against Oclaro common stock held at the beginning
13 of the Class Period will not be used in the calculation of such net loss.

14 If there is sufficient money left in the Net Settlement Fund after six months from the initial
15 date of distribution of the Net Settlement Fund to Class Members to make a second distribution, a
16 second distribution from the Net Settlement Fund will be made to Authorized Claimants who cashed
17 their check in the initial distribution. The second distribution would be based on the percentage of
18 the Net Settlement Fund that each such Authorized Claimant bears to the total of the claims of all
19 Authorized Claimants who cashed their check in the initial distribution.

20 A second distribution will not be made to an Authorized Claimant if the second distribution
21 would be less than one dollar. Furthermore, a second distribution will not be made if the Net
22 Settlement Fund after six months from the initial date of distribution is less than \$10,000, in which
23 case the remaining funds would be distributed to the Bay Area Legal Aid pursuant to ¶5.6 of the
24 Stipulation.

25 The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class
26 Member on equitable grounds.

27 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all
28 Authorized Claimants. No Person shall have any claim against Lead Plaintiff, any Plaintiffs’

1 counsel, any claims administrator or other Person designated by Lead Plaintiff's counsel or
2 Defendants and/or the Related Parties and/or the Released Persons and/or their counsel based on
3 distributions made pursuant to the Stipulation and the settlement contained therein, the Plan of
4 Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid
5 and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement
6 Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the
7 Stipulation, including the terms of any order and/or judgment entered and the releases given.

8 **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

9 **10. How will I get a payment?**

10 To qualify for a payment, you must send in a Proof of Claim. A Proof of Claim is enclosed
11 with this Notice. Read the instructions carefully, fill out the form, include all the documents the
12 form asks for, sign it, and mail it in the enclosed envelope postmarked no later than _____,
13 2014.

14 **11. When would I get my payment?**

15 The Court will hold a hearing on _____, 2014, at _____, to decide whether to approve
16 the settlement. If Judge Chen approves the settlement, there may be appeals. It is always uncertain
17 whether these appeals can be resolved favorably, and resolving them can take time, perhaps more
18 than a year. It also takes time for all the claim forms to be processed. If there are no appeals and
19 depending on the number of claims submitted, the Claims Administrator could distribute the Net
20 Settlement Fund as early as nine months after the fairness hearing. Please be patient.

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

22 Unless you exclude yourself, you are staying in the Class, and that means that you cannot
23 sue, continue to sue, or be part of any other lawsuit against the Defendants about the same issues in
24 this case or about issues that could have been asserted in this case. It also means that all of the
25 Court's orders – including the Final Order and Judgment – will apply to you and legally bind you
26 and you will release your Released Claims in this case against Defendants and their Related Parties.
27 "Released Claims" means, collectively, any and all claims (including, without limitation, Unknown
28 Claims), demands, rights, liabilities, suits, debts, obligations and causes of action, of every nature

1 and description whatsoever, whether known or unknown, contingent or absolute, mature or
2 unmmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued,
3 including those that are concealed or hidden, regardless of legal or equitable theory, including,
4 without limitation, claims for negligence, gross negligence, recklessness, deliberate recklessness,
5 intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty,
6 violation of any federal or state statute, rule or regulation, violation of the common law, violation of
7 administrative rule or regulation, tort, breach of contract, violation of international law or violation
8 of the law of any foreign jurisdiction, that Lead Plaintiff or any other Class Member (i) asserted in
9 the Litigation and/or any complaint filed in the Litigation; or (ii) could have or might have asserted
10 in the Litigation and/or any complaint filed in the Litigation and/or in any other litigation, action or
11 forum that arise out of or are based upon, or are related in any way, directly or indirectly, in whole or
12 in part, to (a) the allegations, transactions, facts, matters, occurrences, representations or omissions
13 involved, set forth or referred to in any complaint filed in the Litigation, and that relate to the
14 purchase or other acquisition of Oclaro common stock during the Class Period, and/or (b)
15 Defendants' defense or settlement of the Litigation and/or Defendants' defense or settlement of the
16 Released Claims. The Parties intend that that releases provided hereunder provide for claim and
17 issue preclusion. Released Claims do not include any derivative claims, including those claims
18 pending in this Court in *In re Oclaro, Inc. Derivative Litigation*, Lead Case No. C11-3176-EMC.

19 "Related Parties" means each of a Defendant's past, present or future directors, officers,
20 employees, partnerships and partners, principals, insurers, co-insurers, reinsurers, controlling
21 shareholders, attorneys, accountants or auditors, investment banks and investment bankers,
22 underwriters, advisors, financial advisors, personal or legal representatives, analysts, associates,
23 predecessors, successors, parents, subsidiaries, divisions, joint ventures and joint venturers, agents,
24 assigns, spouses, heirs, executors, estates, administrators, related or affiliated entities, any entity in
25 which a Defendant has a controlling interest, any members of any Individual Defendant's immediate
26 family, and any trust of which any Individual Defendant is the settlor or which is for the benefit of
27 any Individual Defendant's family.

28

1 number, your signature, the number of shares of Oclaro common stock purchased and/or acquired
2 between May 6, 2010 and October 28, 2010, inclusive, and the reasons you object to the settlement,
3 the requested attorneys' fees and expenses, or the Plan of Allocation. Any such objection must be
4 filed with the Court no than _____, 2014 at the following address:

5 *Court:*

6 Clerk of the Court
7 United States District Court
8 Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

9 If you submit an objection to the settlement, Plan of Allocation or the request for an award of
10 attorneys' fees and expenses and do not submit a claim form seeking payment from the settlement
11 proceeds, your objection may be rejected because you would no longer have an interest in the
12 settlement.

13 **19. What is the difference between objecting and excluding myself from the**
14 **settlement?**

15 Objecting is telling the Court that you do not like something about the proposed settlement.
16 You can object *only* if you stay in the Class. Excluding yourself is telling the Court that you do not
17 want to be part of the Class. If you exclude yourself, you have no basis to object because the case no
18 longer applies to you.

19 **THE COURT'S FAIRNESS HEARING**

20 The Court will hold a hearing to decide whether to approve the proposed settlement. You
21 may attend, but you do not have to.

22 **20. When and where will the Court decide whether to approve the settlement?**

23 The Court will hold a hearing at _____, on _____, 2014, at the United States District
24 Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102.
25 At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If
26 there are objections, the Court will consider them. The Court will listen to people who have asked to
27 speak at the hearing. The Court will also decide whether to approve the payment of fees and
28 expenses to Lead Plaintiff's counsel and the Plan of Allocation. We do not know how long the

1 hearing will take or whether the Court will make its decision on the day of the hearing or sometime
2 later.

3 **21. Do I have to come to the hearing?**

4 No. Lead Plaintiff's counsel will answer questions Judge Chen may have. But, you are
5 welcome to come at your own expense. If you send an objection, you do not have to come to Court
6 to talk about it. As long as you filed your written objection on time, the Court will consider it. You
7 may also pay your own lawyer to attend, but you are not required to do so.

8 **22. May I speak at the hearing?**

9 You may ask the Court for permission to speak at the hearing. To do so, you must send a
10 letter saying that it is your intention to appear in *Westley v. Oclaro, Inc.*, No. C11-02448-EMC. Be
11 sure to include your name, address, telephone number, your signature, and the number of Oclaro
12 common stock purchased or acquired between May 6, 2010 and October 28, 2010, inclusive. Your
13 notice of intention to appear must be filed no later than _____, 2014 with the Clerk of
14 the Court, at the address listed in Question 18. You cannot speak at the hearing if you exclude
15 yourself from the Class.

16 **IF YOU DO NOTHING**

17 **23. What happens if I do nothing at all?**

18 If you do nothing, you will get no money from this settlement. But, unless you exclude
19 yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other
20 lawsuit against the Defendants or their Related Parties about the same issues in this case.

21 **GETTING MORE INFORMATION**

22 **24. Are there more details about the settlement?**

23 This Notice only contains a summary of the proposed settlement. More details are in the
24 Stipulation, which has been filed with the Court. You can get a copy of the Stipulation from the
25 Clerk's office at the United States District Court for the Northern District of California, 450 Golden
26 Gate Avenue, San Francisco, CA 94102, during regular business hours, or at
27

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1 www.oclarrowsettlement.com, or you can contact a representative of Lead Counsel at the number and
2 address below in the Answer to Question 25.

3 **25. How do I get more information?**

4 For more information about the settlement or the Litigation, you can call 1-800-449-4900 or
5 write to a representative of Lead Plaintiff's counsel, Rick Nelson, Shareholder Relations, Robbins
6 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, or visit the
7 Claims Administrator's website at www.oclarrowsettlement.com. *Please do not call the Court or the*
8 *Clerk of the Court for additional information about the settlement.*

9 **26. Special notice to banks, brokers, and other nominees**

10 If you hold any Oclaro common stock purchased or acquired between May 6, 2010 and
11 October 28, 2010, inclusive, as a nominee for a beneficial owner, then, within ten (10) days after you
12 receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such
13 Persons; or (2) provide a list of the names and addresses of such Persons to the Claims
14 Administrator:

15 *Oclaro Securities Litigation*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
18 P.O. Box 8040
19 San Rafael, CA 94912-8040

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

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

28 DATED: _____, 2014

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EXHIBIT A-2

1 ROBBINS GELLER RUDMAN
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 jkearns@rgrdlaw.com

11 Lead Counsel for Plaintiffs

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA

14 CURTIS AND CHARLOTTE WESTLEY,
 Individually and on Behalf of All Others
 15 Similarly Situated,
 16 Plaintiffs,

17 vs.

18 OCLARO, INC., et al.,
 19 Defendants.

) No. C11-02448-EMC
) and related consolidated action
) (Lead Case No. C11-3176-EMC)
) (Derivative Action)

) PROOF OF CLAIM AND RELEASE

) EXHIBIT A-2

) Lead Case No. C11-3176-EMC
) (Derivative Action)

20 In re OCLARO, INC. DERIVATIVE
 21 LITIGATION

22 This Document Relates To:

23 *Westley v. Oclaro, Inc., et al.*,
 24 C11-02448-EMC.

25
 26
 27
 28

1 **I. GENERAL INSTRUCTIONS**

2 1. All capitalized terms not otherwise defined shall have the same meanings as set forth
3 in the Amended Stipulation of Settlement dated as of April 30, 2014 (“Stipulation”), which can be
4 downloaded at www.oclarosettlement.com.

5 2. To recover as a Member of the Class based on your claims in the action entitled
6 *Westley v. Oclaro, Inc.*, No. C11-02448-EMC (the “Litigation”), you must complete and, on page
7 ____ hereof, sign this Proof of Claim and Release form (“Proof of Claim”). If you fail to file a
8 properly addressed (as set forth in paragraph 4 below) Proof of Claim, your claim may be rejected
9 and you may be precluded from any recovery from the Net Settlement Fund created in connection
10 with the proposed settlement.

11 3. Submission of this Proof of Claim, however, does not assure that you will share in the
12 proceeds of the settlement of the Litigation.

13 4. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM
14 POSTMARKED ON OR BEFORE _____, 2014, ADDRESSED AS FOLLOWS:

15 *Oclaro Securities Litigation*
16 Claims Administrator
17 c/o Gilardi & Co. LLC
18 P.O. Box 8040
19 San Rafael, CA 94912-8040

20 If you are NOT a Member of the Class (as defined in the Notice of Proposed Settlement of Class
21 Action (“Notice”)) DO NOT submit a Proof of Claim.

22 5. If you are a Member of the Class and you did not timely request exclusion in
23 connection with the proposed settlement, you are bound by the terms of any judgment entered in the
24 Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF
25 OF CLAIM.
26
27
28

1 **II. CLAIMANT IDENTIFICATION**

2 If you purchased and/or acquired Oclaro, Inc. (“Oclaro”) common stock and held the
3 certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If,
4 however, you purchased or acquired Oclaro common stock and the certificate(s) were registered in
5 the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and
6 the third party is the record purchaser.

7 Use Part I of this form entitled “Claimant Identification” to identify each purchaser of record
8 (“nominee”), if different from the beneficial purchaser of the Oclaro common stock which forms the
9 basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL
10 PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH
11 PURCHASER(S) OR ACQUIRER(S) OF OCLARO COMMON STOCK UPON WHICH THIS
12 CLAIM IS BASED.

13 All joint purchasers must sign this claim. Executors, administrators, guardians, conservators,
14 and trustees must complete and sign this claim on behalf of persons represented by them and their
15 authority must accompany this claim and their titles or capacities must be stated. The Social
16 Security (or taxpayer identification) number and telephone number of the beneficial owner may be
17 used in verifying the claim. Failure to provide the foregoing information could delay verification of
18 your claim or result in rejection of the claim.

19 **III. CLAIM FORM**

20 Use Part II of this form entitled “Schedule of Transactions in Oclaro Common Stock” to
21 supply all required details of your transaction(s) in Oclaro common stock. If you need more space or
22 additional schedules, attach separate sheets giving all of the required information in substantially the
23 same form. Sign and print or type your name on each additional sheet.

24 On the schedules, provide all of the requested information with respect to *all* of your
25 purchases or acquisitions and *all* of your sales of Oclaro common stock which took place at any time
26 between May 6, 2010 and January 25, 2011, inclusive, whether such transactions resulted in a profit
27 or a loss. You must also provide all of the requested information with respect to the number of
28 shares of Oclaro common stock you held at the close of trading on May 5, 2010, October 28, 2010,

1 and January 25, 2011. Failure to report all such transactions may result in the rejection of your
2 claim.

3 List each transaction in the Class Period separately and in chronological order, by trade date,
4 beginning with the earliest. You must accurately provide the month, day, and year of each
5 transaction you list.

6 The date of covering a "short sale" is deemed to be the date of purchase of Oclaro common
7 stock. The date of a "short sale" is deemed to be the date of sale of Oclaro common stock.

8 Copies of broker confirmations or other documentation of your transactions in Oclaro
9 common stock should be attached to your claim if available. Failure to provide this documentation
10 could delay verification of your claim or result in rejection of your claim.

11 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
12 transactions may request, or may be requested, to submit information regarding their transactions in
13 electronic files. All claimants MUST submit a manually signed paper Proof of Claim whether or not
14 they also submit electronic copies. If you wish to file your claim electronically, you must contact the
15 Claims Administrator at 1-800-447-7657 to obtain the required file layout. No electronic files will
16 be considered to have been properly submitted unless the Claims Administrator issues to the
17 claimant a written acknowledgment of receipt and acceptance of electronically submitted data.

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
Westley v. Oclaro, Inc., No. C11-02448-EMC

PROOF OF CLAIM AND RELEASE

Must Be Postmarked No Later Than:

_____, 2014

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

Beneficial Owner's Name (First, Middle, Last)

Street Address

City

State or Province

Zip Code or Postal Code

Country

Social Security Number or
Taxpayer Identification Number

Individual
Corporation/Other

Area Code

Telephone Number (work)

Area Code

Telephone Number (home)

Record Owner's Name (if different from beneficial owner listed above)

1 PART II: SCHEDULE OF TRANSACTIONS IN OCLARO COMMON STOCK

2 A. Number of shares of Oclaro common stock held at the close of trading on
3 May 5, 2010: _____

4 B. Purchases or acquisitions of Oclaro common stock (May 6, 2010 – January
5 25, 2011, inclusive):

Trade Date Month Day Year	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

10 IMPORTANT: Identify by number listed above all purchases in which you covered a “short
11 sale”: _____

12 C. Sales of Oclaro common stock (May 6, 2010 – January 25, 2011, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____

18 D. Number of shares of Oclaro common stock held at the close of trading on
19 October 28, 2010: _____

20 E. Number of shares of Oclaro common stock held at the close of trading on
21 January 25, 2011: _____

22 If you require additional space, attach extra schedules in the same format as above. Sign and
23 print your name on each additional page.

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1 **YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN**
2 **THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF**
3 **YOUR CLAIM.**

4 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
5 **ACKNOWLEDGMENTS**

6 I (We) submit this Proof of Claim under the terms of the Stipulation of Settlement described
7 in the Notice. I (We) also submit to the jurisdiction of the United States District Court for the
8 Northern District of California, with respect to my (our) claim as a Class Member and for purposes
9 of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by
10 and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to
11 furnish additional information to the Claims Administrator to support this claim if requested to do
12 so. I (We) have not submitted any other claim covering the same purchases, acquisitions or sales of
13 Oclaro common stock during the Class Period and know of no other person having done so on my
14 (our) behalf.

15 **V. RELEASE**

16 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
17 finally, and forever settle, release, and discharge from and covenant not to sue with respect to, the
18 Released Claims each and all of the "Released Persons," defined as each and all of the Defendants
19 and their Related Parties.

20 2. "Released Claims" means, collectively, any and all claims (including, without
21 limitation, Unknown Claims), demands, rights, liabilities, suits, debts, obligations and causes of
22 action, of every nature and description whatsoever, whether known or unknown, contingent or
23 absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or
24 unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory,
25 including, without limitation, claims for negligence, gross negligence, recklessness, deliberate
26 recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care
27 and/or loyalty, violation of any federal or state statute, rule or regulation, violation of the common
28

1 law, violation of administrative rule or regulation, tort, breach of contract, violation of international
2 law or violation of the law of any foreign jurisdiction, that Lead Plaintiff or any other Class Member
3 (i) asserted in the Litigation and/or any complaint filed in the Litigation; or (ii) could have or might
4 have asserted in the Litigation and/or any complaint filed in the Litigation and/or in any other
5 litigation, action or forum that arise out of or are based upon, or are related in any way, directly or
6 indirectly, in whole or in part, to (a) the allegations, transactions, facts, matters, occurrences,
7 representations or omissions involved, set forth or referred to in any complaint filed in the Litigation,
8 and that relate to the purchase or other acquisition of Oclaro common stock during the Class Period,
9 and/or (b) Defendants' defense or settlement of the Litigation and/or Defendants' defense or
10 settlement of the Released Claims. The Parties intend that that releases provided hereunder provide
11 for claim and issue preclusion. Released Claims do not include any derivative claims, including
12 those claims pending in this Court in *In re Oclaro, Inc. Derivative Litigation*, Lead Case No. C11-
13 3176-EMC.
14

15
16 3. "Unknown Claims" means any Released Claims which Lead Plaintiff or any Class
17 Member does not know or suspect to exist in his, her, or its favor at the time of the release of the
18 Released Persons which, if known by him, her, or it, might have affected his, her, or its settlement
19 with and release of the Released Persons, or might have affected his, her, or its decisions with
20 respect to this settlement. Unknown Claims include those Released Claims in which some or all of
21 the facts compromising the claim may be suspected, or even undisclosed or hidden. With respect to
22 any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date,
23 Lead Plaintiff shall expressly waive and relinquish, and each of the Class Members shall be deemed
24 to have, and by operation of the Judgment shall have, expressly waived and relinquished, the
25 provisions, rights, and benefits of California Civil Code §1542, which provides:

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

1 Lead Plaintiff shall expressly waive and relinquish, and each of the Class Members shall be deemed
2 to have, and by operation of the Judgment shall have, expressly waived and relinquished, any and all
3 provisions, rights, and benefits conferred by any law of any state or territory of the United States, or
4 principle of common law or foreign law, which is similar, comparable or equivalent to California
5 Civil Code §1542. Lead Plaintiff and Class Members may hereafter discover facts in addition to or
6 different from those which he, she or it now knows or believes to be true with respect to the subject
7 matter of the Released Claims, but Lead Plaintiff upon the Effective Date shall expressly, fully,
8 finally, and forever settle and release and each Class Member, upon the Effective Date, shall be
9 deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and
10 released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or
11 non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed,
12 upon any theory of law or equity now existing or coming into existence in the future, including, but
13 not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach
14 of any duty, law or rule, without regard to the subsequent discovery or existence of such different or
15 additional facts. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation
16 of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a
17 key element of the settlement of which this release is a part.

18 4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
19 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this
20 release or any other part or portion thereof.

21 5. I (We) hereby warrant and represent that I (we) have included information about all
22 of my (our) transactions in Oclaro common stock which occurred during the Class Period as well as
23 the number of shares of Oclaro common stock held by me (us) at the close of trading on May 5,
24 2010, October 28, 2010, and January 25, 2011.

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

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Executed this _____ day of _____
(Month/Year)

in _____
(City) (State/Country)

(Sign your name here)

(Type or print your name here)

(Capacity of person(s) signing,
e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A
SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach supporting documentation, if available.
3. Do not send original stock certificates.
4. Keep a copy of your claim form and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your claim form, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send us your new address.

EXHIBIT A-3

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 SHAWN A. WILLIAMS (213113)
SUNNY S. SARKIS (258073)
3 Post Montgomery Center
One Montgomery Street, Suite 1800
4 San Francisco, CA 94104
Telephone: 415/288-4545
5 415/288-4534 (fax)
shawnw@rgrdlaw.com
6 ssarkis@rgrdlaw.com
- and -
7 JEFFREY D. LIGHT (159515)
JULIE A. KEARNS (246949)
8 655 West Broadway, Suite 1900
San Diego, CA 92101
9 Telephone: 619/231-1058
619/231-7423 (fax)
10 jeffl@rgrdlaw.com
jkearns@rgrdlaw.com

11 Lead Counsel for Plaintiffs

12 UNITED STATES DISTRICT COURT
13 NORTHERN DISTRICT OF CALIFORNIA

14 CURTIS AND CHARLOTTE WESTLEY,
Individually and on Behalf of All Others
15 Similarly Situated,
16 Plaintiffs,

17 vs.

18 OCLARO, INC., et al.,
19 Defendants.

20 In re OCLARO, INC. DERIVATIVE
21 LITIGATION

22 This Document Relates To:
23 *Westley v. Oclaro, Inc., et al.*,
24 C11-02448-EMC.

) No. C11-02448-EMC
) and related consolidated action
) (Lead Case No. C11-3176-EMC)
) (Derivative Action)
)
) SUMMARY NOTICE
)
) EXHIBIT A-3
)
) Lead Case No. C11-3176-EMC
) (Derivative Action)

1 TO: ALL PERSONS OR ENTITIES WHO PURCHASED OR ACQUIRED OCLARO, INC.
2 ("OCLARO") COMMON STOCK BETWEEN MAY 6, 2010 AND OCTOBER 28, 2010,
3 INCLUSIVE

4 YOU ARE HEREBY NOTIFIED that pursuant to an Order of the United States District
5 Court for the Northern District of California, a hearing will be held on _____, 2014,
6 at __:__.m., before the Honorable Edward M. Chen, United States District Judge, at the United
7 States District Court for the Northern District of California, 450 Golden Gate Avenue, San
8 Francisco, CA 94102, for the purpose of determining: (1) whether the proposed settlement of the
9 Litigation for the sum of \$3,700,000 in cash should be approved by the Court as fair, reasonable, and
10 adequate; (2) whether, thereafter, this Litigation should be dismissed with prejudice against the
11 Defendants as set forth in the Amended Stipulation of Settlement dated as of April 30, 2014
12 ("Stipulation")¹; (3) whether the Plan of Allocation of settlement proceeds is fair, reasonable, and
13 adequate and therefore should be approved; and (4) the reasonableness of the application of Lead
14 Counsel for an award of attorneys' fees and expenses incurred in connection with this Litigation,
15 together with interest thereon.

16 If you purchased or acquired Oclaro common stock between May 6, 2010 and October 28,
17 2010, inclusive, your rights may be affected by this Litigation and the settlement thereof. If you
18 have not received a detailed Notice of Proposed Settlement of Class Action and a copy of the Proof
19 of Claim and Release form, you may obtain copies by writing to *Oclaro Securities Litigation*,
20 Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 8040, San Rafael, CA 94912-8040, or by
21 downloading this information at www.oclariosettlement.com. If you are a Class Member, in order to
22 share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release
23 form postmarked no later than _____, 2014, establishing that you are entitled to a recovery.
24 You will be bound by any judgment rendered in the Litigation unless you request to be excluded, in
25 writing, to the above address, postmarked by _____, 2014.

26 Any objection to any aspect of the settlement must be filed with the Clerk of the Court no
27 later than _____, 2014, at the following address:

28 ¹ All capitalized terms not otherwise defined herein shall have the same meanings as set forth in
the Stipulation. The Stipulation can be downloaded at www.oclariosettlement.com.

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Clerk of the Court
United States District Court
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE
REGARDING THIS NOTICE.**

DATED: _____, 2014

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA