

## NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**If you purchased Resonant Inc. common stock between November 6, 2014 and February 26, 2015, you could receive a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- The proposed Settlement, if approved by the Court, will provide \$2,750,000 to pay claims of investors who acquired Resonant Inc. (“Resonant”) common stock between November 6, 2014 and February 26, 2015, both dates inclusive (“Settlement Class Period”). Lead Counsel estimates that if valid claims are submitted on behalf of all class shares that are eligible to participate in this settlement, this will result in an average recovery of approximately \$1.70 per share, *before* the deduction of attorneys’ fees, costs, and expenses, as approved by the Court. Settlement Class Members should note, however, that this is only an estimate based on the overall number of potentially affected shares of Resonant common stock. Settlement Class Members may recover more or less than the amount estimated herein depending on the number of eligible shares for which valid claims are filed.
- Plaintiffs and Defendants do not agree on the average amount of damages per Resonant share that would be recoverable if Plaintiffs were to have prevailed in the Action. The issues on which the Parties disagree include: (1) whether Plaintiffs identified any materially misleading statements or omissions by Defendants; and (2) the extent to which the decline in Resonant’s share price was caused by factors other than the alleged misrepresentations or omissions.
- The Settlement resolves a U.S. lawsuit over whether Resonant disseminated materially false and misleading statements and omissions with regards to the Company’s ability to complete one of its core products. The two sides disagree on whether the investors could have won at trial, and if so, how much money they could have recovered.
- Plaintiffs and Defendants, and their counsel, have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The significant cash benefits under the Settlement must be considered against the significant risk that a smaller recovery – or indeed no recovery at all – might be achieved after a heavily contested appeals process, contested motions, a contested trial and likely further appeals, a process that could be expected to last several years into the future. Lead Plaintiffs and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members.
- Court-appointed lawyers for investors have litigated this matter on a contingent basis and advanced all expenses incurred on behalf of the Class. These lawyers will ask the Court for up to \$907,500 in attorneys’ fees (33% of the Settlement) and reimbursement for expenses (exclusive of administration costs) of up to \$80,000 for their work litigating the case and negotiating the Settlement. Lead Plaintiffs will ask for up to \$5,000 each in incentive awards for their respective contributions to this lawsuit. If approved by the Court, these amounts will be deducted from the \$2,750,000 settlement (totaling \$0.62 per share assuming claims are submitted on behalf of 1.62 million shares).
- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- Lead Plaintiffs and the Settlement Class are being represented by Levi & Korsinsky LLP and Kirby McInerney LLP. Any questions regarding the Action or the Settlement should be directed to Nicholas I. Porritt, Esq. at Levi & Korsinsky LLP, 1101 30<sup>th</sup> Street NW, Washington, D.C. 20007 (202) 524-4290 or Ira Press, Esq. at Kirby McInerney LLP, 825 Third Avenue, 16<sup>th</sup> Floor, New York, NY 10022 (212) 371-6600.
- **Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

Questions? Visit [www.resonantsecuritieslitigation.com](http://www.resonantsecuritieslitigation.com) or call toll-free 1-888-213-8529.

Notice of Settlement, *In re Resonant, Inc. Securities Litigation* - Master File No. 2:15-cv-01970-SJO (MRW) (C.D. Cal.)

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A CLAIM FORM POSTMARKED NO LATER THAN NOVEMBER 10, 2017</b>	The only way to get a payment if you have a Recognized Claim.
<b>EXCLUDE YOURSELF BY SUBMITTING A WRITTEN REQUEST THAT IS POSTMARKED NO LATER THAN OCTOBER 30, 2017</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Resonant and the other Released Persons about the Released Claims.
<b>OBJECT BY SUBMITTING A WRITTEN OBJECTION THAT IS RECEIVED NO LATER THAN OCTOBER 30, 2017</b>	Write to the Court about why you do not like the Settlement. You may, but are not required to, appear at the Final Approval Hearing.
<b>GO TO A HEARING ON NOVEMBER 20, 2017 AT 10 A.M. AND FILE A NOTICE OF APPEARANCE THAT IS RECEIVED NO LATER THAN NOVEMBER 6, 2017</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

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## **BASIC INFORMATION**

### **1. WHY DID I GET THIS NOTICE PACKAGE?**

You or someone in your family may have purchased or otherwise acquired shares of Resonant common stock between November 6, 2014 and February 26, 2015, inclusive. The Court directed that this Notice be sent to potential members of the Settlement Class because they have a right to know about a proposed settlement of a class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and any appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

### **2. WHAT IS THIS LAWSUIT ABOUT?**

Lead Plaintiffs' Consolidated Second Amended Class Action Complaint (the "Second Amended Complaint"), filed on February 23, 2016, alleges that Defendants violated Sections 10(b) and Section 20(a) of the Securities Exchange Act of 1934. According to the Second Amended Complaint, Defendants violated these statutes by disseminating materially misleading statements about the Company's ability to complete its core product, the Skyworks Duplexer. Specifically, the Second Amended Complaint alleges that Defendants failed to disclose: (1) the specifications that the Skyworks Duplexer was required to meet; (2) the fact that Resonant could not meet Skyworks' requisite performance specifications for the Duplexer; and (3) that the final version of the Duplexer submitted to Skyworks was known to be non-compliant with Skyworks' stated specifications. When this information became public, the Second Amended Complaint alleges that Resonant's share price declined and shareholders were damaged. The lawsuit seeks monetary damages against Defendants for alleged violations of the federal securities laws. Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Lead Plaintiffs in the Litigation. Defendants continue to assert that they did not violate Sections 10(b) and Section 20(a) of the Securities Exchange Act of 1934, that they did not engage in any conduct that could give rise to any liability to Lead Plaintiffs or the Settlement Class, that none of their statements or omissions caused damages to Lead Plaintiffs or the Settlement Class, and that none of the claimed misstatements or omissions were material.

### **3. WHY IS THIS A CLASS ACTION?**

In a class action, one or more people called Class Representatives (in this case, the Lead Plaintiffs William E. Haskins and Brent Kaneshiro), sue on behalf of people who have similar claims. All persons with similar claims are members of the Settlement Class, who together constitute the class. Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class. Judge S. James Otero of the Central District of California is overseeing this class action.

### **4. WHY IS THERE A SETTLEMENT?**

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides have agreed to the Settlement. That way, they avoid the costs and risks of further litigation and trial. As explained above, Lead Plaintiffs and their attorneys think the Settlement is best for all members of the Settlement Class.

## **WHO IS PART OF THE SETTLEMENT?**

### **5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?**

The Court directed that, for the purposes of the proposed Settlement, everyone who fits this description is a Settlement Class Member: all Persons who purchased or otherwise acquired shares of Resonant common stock on the public market between November 6, 2014 and February 26, 2015, inclusive.

### **6. ARE THERE EXCEPTIONS TO BEING INCLUDED?**

Excluded from the Settlement Class are Defendants, members of the Defendants' immediate families, officers, directors, and subsidiaries of Resonant, any firm, entity, or corporation wholly owned by any Defendant and/or any member(s) of a Defendant's immediate family, any trust of which an Individual Defendant or Resonant is the settlor or which is for the benefit of an Individual Defendant or Resonant and/or any member of their immediate families, and the legal representatives, heirs, or successors-in-interest of Resonant and the Individual Defendants. Also, excluded from the Settlement Class are

those Persons who timely and validly request exclusion from the Settlement Class pursuant to the instructions provided in this Notice.

If you **sold** but did not purchase Resonant common stock during the Settlement Class Period, you are not a member of the Settlement Class. You are a member of the Settlement Class only if you **purchased or otherwise acquired** your shares during the Settlement Class Period.

## **7. WHAT IF I AM STILL NOT SURE IF I AM INCLUDED?**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator by writing to JND Class Action Administration LLC, P.O. Box 6968, Broomfield, CO 80021 for more information.

## **WHAT ARE THE SETTLEMENT BENEFITS?**

### **8. WHAT DOES THE SETTLEMENT PROVIDE?**

Defendants have agreed to create a \$2.75 million fund to be distributed, after the payment of claims administration and notice costs and Lead Counsel's attorneys' fees and expenses as awarded by the Court, and any incentive awards to Lead Plaintiffs as awarded by the Court, to all members of the Settlement Class who send in a valid and timely Proof of Claim form.

In return, the Parties will agree to dismiss the Action and Lead Plaintiffs and all members of the Settlement Class who do not request exclusion from the Settlement Class agree to release, relinquish and discharge all Released Claims (including Unknown Claims) against the Defendants and their respective Related Persons, whether or not these members of the Settlement Class execute and deliver the Proof of Claim and Release.

### **9. HOW WILL THE SETTLEMENT BE ALLOCATED AMONG MEMBERS OF THE SETTLEMENT CLASS?**

The proposed settlement provides for a Settlement Amount of \$2,750,000 in cash. After payment of any attorneys' fees and reimbursement of costs and expenses, any incentive awards to Lead Plaintiffs, and administrative fees ("Net Settlement Fund"), the Settlement Amount will be distributed to the Settlement Class according to the plan of allocation.

The objective of the plan of allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. The plan of allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. The plan of allocation is not a formal damage analysis. The calculations made pursuant to the plan of allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the plan of allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the plan of allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund.

If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

The Claims Administrator will use the following plan of allocation to determine how much each claimant is entitled to claim in Recognized Loss:

For each share of Resonant common stock *purchased or otherwise acquired during the Class Period*, the amount of the claim will be:

- i. If some or all shares were sold prior to February 27, 2015, then the Recognized Loss for those shares is \$0. The truth concerning Defendants' alleged violations did not emerge until after the market closed on February 26, 2015 and, therefore, any losses are not related to Defendants' alleged conduct; or

- ii. If some or all shares were sold on or after February 27, 2015, or have not been sold, then the Recognized Loss for each of those shares is equal to the lesser of: (a) \$5.07, or (b) the difference between the purchase price and \$10.40.

Purchases and sales are matched on a last in, first out (“LIFO”) basis, except that purchases that were made in order to cover short sales should be matched to the short sales they covered.

The date of purchase or sale is the “contract” or “trade” date as distinguished from the “settlement” or “payment” date. However, for Resonant common stock that were put to investors pursuant to put options sold by those investors, the purchase of Resonant common stock shall be deemed to have occurred on the date that the put option was sold, rather than the date on which the Resonant common stock were subsequently put to the investor pursuant to that option. The proceeds of any put option sales shall be offset against any losses from Resonant common stock that were purchased as a result of the exercise of the put option. Additionally, Resonant common stock acquired during the Class Period through the exercise of a call option shall be treated as a purchase on the date of exercise for the exercise price plus the cost of the call option, and any Claim arising from such transaction shall be computed as provided for other purchases of Resonant common stock as set forth herein.

The receipt or grant by gift, devise or inheritance of Resonant common stock during the Class Period shall not be deemed to be a purchase of Resonant common stock for the calculation of an Authorized Claimant’s (as defined below) Recognized Loss if the Person from which the Resonant common stock were received did not themselves acquire the Resonant common stock during the Class Period, nor shall it be deemed an assignment of any claim relating to the purchase of such Resonant common stock unless specifically provided in the instrument or gift or assignment.

An Authorized Claimant will be eligible to receive a distribution from the Net Settlement Fund only if the Authorized Claimant had a net loss, after all profits from transactions in Resonant common stock during the Class Period are subtracted from all losses from transactions in Resonant common stock during the Class Period.

## **10. HOW MUCH WILL MY PAYMENT BE?**

If you are entitled to a payment, your share of the Settlement Fund will depend on the number of members of the Settlement Class who submit valid Proofs of Claim (the “Authorized Claimants”). Payments will be calculated on a *pro rata* basis, meaning that the Settlement Fund (less all administrative costs, including the costs of notice, attorneys’ fees and expenses, and incentive awards to the Lead Plaintiffs, as awarded by the Court) will be divided among the Authorized Claimants based on their respective Recognized Losses and distributed accordingly after the deadline for submission of Proof of Claim forms has passed.

Claims which result in payment of less than \$10 will be deemed to be *de minimis* and will not be issued. No claims will be calculated for any purchase of Resonant common stock to cover a short sale.

To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund six (6) months after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Settlement Fund for such redistribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after deduction of any additional fees and expenses that would be incurred with respect to such redistribution, would be cost-effective. Lead Counsel shall, if feasible, continue to reallocate any further balance remaining in the Net Settlement Fund after the redistribution is completed among Settlement Class members in the same manner and time frame as provided for above. At such time as it is determined that the redistribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance in the Settlement Fund shall be contributed to a non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

Payment pursuant to the Plan of Allocation, or such other plan as may be approved by the District Court, shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, Defendants, and their respective counsel or any of the other Released Parties, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Amended Stipulation, the Plan of Allocation approved by the District Court, or further orders of the District Court. Lead Plaintiffs, Defendants, and their respective counsel, and all other Released Parties shall have no responsibility or liability whatsoever for the investment or distribution

of the settlement funds, the Net Settlement Fund, the Plan of Allocation, or the determination, administration, calculation, or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund, or any losses incurred in connection therewith.

The Plan of Allocation set forth herein is the plan that is being proposed by Lead Plaintiffs and Lead Counsel to the District Court for approval. The District Court may approve this Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Settlement Class. Any orders regarding a modification of the Plan of Allocation will be posted on the settlement website, [www.resonantsecuritieslitigation.com](http://www.resonantsecuritieslitigation.com).

## **HOW CAN YOU RECEIVE A PAYMENT?**

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

To qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form accompanies this Notice. You may also download a Proof of Claim form from the Claims Administrator's website, [www.resonantsecuritieslitigation.com](http://www.resonantsecuritieslitigation.com). Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it, **postmarked no later than November 10, 2017**. Any Class member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class member's Proof of Claim is accepted), but otherwise shall be bound by all of the terms of the Amended Stipulation and the Settlement, including the releases in the Amended Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendants and released persons concerning any and all of Lead Plaintiffs' Released Claims.

### **12. WHEN WOULD I GET MY PAYMENT?**

The Court will hold a hearing on November 20, 2017, to decide whether to approve the Settlement. If the Settlement is approved, the Claims Administrator will complete the administration process and determine how much each Authorized Claimant is entitled to receive. Lead Counsel will then seek permission from the Court to distribute the Settlement Amount on a *pro rata* basis to Authorized Claimants. This may take several months.

### **13. WHAT AM I GIVING UP TO GET A PAYMENT?**

Unless you exclude yourself, you will remain a member of the Settlement Class, and that means that, upon the "Effective Date," you will release all "Released Claims" against the "Released Persons."

The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal and when all conditions of the Amended Stipulation have been met.

"Released Claims" means any and all claims (including Unknown Claims as defined below), demands, rights, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, which now exist, or heretofore have existed, asserted or that could have been asserted by the Lead Plaintiffs or any member of the Settlement Class against the Defendants and their respective Related Persons based upon, arising out of, or relating in any way to: (a) the allegations, matters, facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or could have been alleged in the Litigation, or (b) the purchase, acquisition, disposition, sale or retention of Resonant securities during the Settlement Class Period. Expressly excluded from Released Claims are the matters set forth in paragraph 5.5 of the Amended Stipulation and the claims asserted in the federal shareholder derivative action captioned *Doyle v. Lingren, et al.*, Case No. 2:15-cv-07568-SJO.

"Released Persons" means each and all of the Defendants and their Related Persons (as defined below).

"Related Persons" means each of Resonant's and Defendant's past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, attorneys, accountants, auditors, bankers, underwriters, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, any entity in which

a Defendant has a controlling interest, any member of an Individual Defendant's immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of an Individual Defendant's immediate family, and any entity in which a Defendant and/or any member of an Individual Defendant's immediate family has or have a controlling interest.

"Unknown Claims" means any claims that the Lead Plaintiffs or any member of the Settlement Class does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, would or might have affected his, her or its settlement with and release of the Released Persons, or would or might have affected his, her or its decisions with respect to this Settlement. Lead Plaintiffs and members of the Settlement Class may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs upon the Effective Date shall expressly, fully, finally and forever settle and release, and each member of the Settlement Class, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive, and each member of the Settlement Class shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code Section 1542, which provides:

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

Lead Plaintiffs shall expressly waive and relinquish, and each of the members of the Settlement Class shall be deemed to have, and by operation of the Judgment shall have, expressly waived and relinquished 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, which is similar, comparable or equivalent to California Civil Code Section 1542. Lead Plaintiffs acknowledge, and members of the Settlement Class shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims and the foregoing waiver were separately bargained for and a key element of the Settlement of which this release is a material and essential part.

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

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants on your own about the Released Claims, then you must take steps to exclude yourself—or as it is sometimes referred to, you must "opt out" of the Settlement Class.

### **14. HOW DO I EXCLUDE MYSELF FROM THE PROPOSED SETTLEMENT?**

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you "request exclusion from the Settlement Class in *In re Resonant Inc., Securities Litigation*, Master File No. 2:15-cv-01970-SJO (MRW) (C.D. Cal.)." Your letter must state the date(s), price(s) and number(s) of shares of all your purchases, acquisitions and sales of Resonant shares during the Settlement Class Period. In addition, be sure to include your name, address, daytime telephone number and your signature. You must mail your exclusion request, **postmarked no later than October 30, 2017**, to the Claims Administrator at: *In re Resonant Inc., Securities Litigation* - Exclusions, c/o JND Class Action Administration LLC, P.O. Box 6968, Broomfield, CO 80021.

**You cannot exclude yourself by telephone, by fax or by e-mail.** If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue Resonant and the other Released Persons about the Released Claims in the future. The Defendants may withdraw from and terminate the Settlement if Settlement Class Members who purchased the requisite number of shares of Resonant common stock exclude themselves from the Settlement Class.



**15. IF I DO NOT EXCLUDE MYSELF, CAN I SUE RESONANT, DEFENDANTS OR THE OTHER RELEASED PERSONS LATER FOR THE RELEASED CLAIMS?**

No. Unless you exclude yourself, you give up any rights to sue Resonant and the other Released Persons, or to enforce any existing judgments against any of the Released Persons, for any and all Released Claims. If you have a pending lawsuit against Resonant or the other Released Persons, speak to your lawyer in that case immediately, to determine if you have to exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **October 30, 2017**.

**16. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THE PROPOSED SETTLEMENT?**

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

**THE LAWYERS REPRESENTING YOU**

**17. DO I HAVE A LAWYER IN THIS CASE?**

The Court appointed the law firms of Levi & Korsinsky LLP and Kirby McInerney LLP as Lead Counsel to represent all class members. These lawyers are called Lead Counsel. You will **not** be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**18. HOW WILL THE LAWYERS BE PAID?**

Lead Counsel are moving the Court to award attorneys' fees from the Settlement Fund in an amount not to exceed thirty-three percent (33%) of the Settlement Fund and for reimbursement of their expenses of approximately \$80,000, plus interest on such fees and expenses (exclusive of administration costs) at the same rate as earned by the Settlement Fund. Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Settlement Class and any proceedings subsequent to the Final Approval Hearing.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this litigation on behalf of Lead Plaintiffs and the Class nor for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund. The Court may, however, award less than this amount. In that case, the difference will remain with the Settlement Fund. If the amount requested is approved by the Court, the average cost per damaged Resonant share will be \$0.62.

**OBJECTING TO THE SETTLEMENT**

**19. HOW DO I TELL THE COURT THAT I DO NOT LIKE THE PROPOSED SETTLEMENT?**

If you are a member of the Settlement Class, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, the application by Lead Counsel for an award of fees and reimbursement of expenses, or Lead Plaintiffs' request for incentive awards. You may write to the Court setting out your objections. You may give reasons why you think the Court should not approve any or all of the settlement terms or arrangements and submit any documentation you believe is appropriate. The Court will only consider your views if you file a proper objection within the deadline identified and according to the following procedures.

To object, you must send a signed letter or other court submission stating that you object to the proposed Settlement in *In re Resonant Inc., Securities Litigation*, Master File No. 2:15-cv-01970-SJO (MRW) (C.D. Cal.). You must include your name, address, telephone number, and your signature, identify the date(s), price(s) and number(s) of shares of all purchases and sales of the Resonant shares you made during the Settlement Class Period, including proof of your purchases and sales of Resonant shares, and state the reasons why you object to the Settlement. Your objection must be filed with the Court and served on all the following counsel so that **it is actually received, not merely postmarked, on or before October 30, 2017**:

<b>COURT:</b>
<p>Clerk of the Court  United States District Court Central District of California  350 W 1st Street, Suite 4311  Los Angeles, CA 90012-4565  <i>In re Resonant Inc., Sec. Litig.</i>  Master File No. 2:15-cv-01970-SJO (MRW)</p>
<b>LEAD PLAINTIFFS' LEAD COUNSEL:</b>
<p>Nicholas I. Porritt, Esq.  LEVI &amp; KORSINSKY LLP  1101 30th Street NW  Washington, D.C. 20007</p>
<b>COUNSEL FOR THE DEFENDANTS:</b>
<p>James N. Kramer, Esq.  ORRICK, HERRINGTON &amp; SUTCLIFFE LLP  405 Howard Street  San Francisco, California 94105</p>

## **THE COURT'S SETTLEMENT HEARING**

### **20. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING?**

Objecting is simply telling the Court that you do not like something about the proposed Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the case no longer affects you.

### **21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT?**

The Court will hold a Final Approval Hearing at 10:00 a.m. on November 20, 2017, at the United States District Court for the Central District of California, 350 W. 1st Street, Los Angeles, CA 90012 - Courtroom 10C – 10th floor. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. At the Final Approval Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Lead Counsel for attorneys' fees, reimbursement of expenses, and request for incentive awards for the Lead Plaintiffs. The Court will take into consideration any written objections. The Court may change the date and time of the Final Approval Hearing. Please check with Lead Counsel before coming to be sure that the date and/or time has not changed.

### **22. DO I HAVE TO COME TO THE HEARING?**

No. Lead Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but attendance is not mandatory. Members of the Settlement Class do not need to appear at the hearing or take any other action to indicate their approval.

## **23. MAY I SPEAK AT THE HEARING?**

If you object to the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection (see Question 19 above) a statement stating that it is your “Notice of Intention to Appear in *In re Resonant Inc., Securities Litigation*, Master File No. 2:15-cv-01970-SJO (MRW) (C.D. Cal.)” Members of the Settlement Class who intend to object to the Settlement, the Plan of Allocation, Lead Counsel’s application for an award of attorneys’ fees and reimbursement of expenses, or Lead Plaintiffs’ request for incentive awards, and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they propose to call to testify and any exhibits they intend to offer into evidence at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Final Approval Hearing by the deadline identified.

## **IF YOU DO NOTHING**

## **24. WHAT HAPPENS IF I DO NOTHING AT ALL?**

If you do nothing, you will get no money from this Settlement and, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Defendants or the Released Persons about the claims being released in the Settlement. All members of the Class who do not submit valid and timely Proof of Claim forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Amended Stipulation and any Order and Final Judgment entered.

## **GETTING MORE INFORMATION**

## **25. ARE THERE MORE DETAILS ABOUT THE PROPOSED SETTLEMENT?**

This notice summarizes the proposed Settlement. More details are in the Amended Stipulation of Settlement dated as of June 14, 2017 (the “Stipulation”). You may obtain a copy of the Amended Stipulation by writing to Nicholas I. Porritt, Esq., Levi & Korsinsky LLP, 1101 30th Street, N.W., Suite 115, Washington, D.C. 20007 or Ira M. Press, Esq., Kirby McInerney LLP, 825 Third Avenue, 16<sup>th</sup> Floor, New York, NY 10022, or on Lead Counsel’s website at [www.zlk.com](http://www.zlk.com) and [www.kmlp.com](http://www.kmlp.com). You also can contact the Claims Administrator by mail at JND Class Action Administration LLC, P.O. Box 6968, Broomfield, CO 80021; by toll free phone at 1-888-213-8529; by email at [info@resonantsecuritieslitigation.com](mailto:info@resonantsecuritieslitigation.com) or by visiting the website [www.resonantsecuritieslitigation.com](http://www.resonantsecuritieslitigation.com) to obtain information and forms. The pleadings and other court filings are available for inspection at the Office of the Clerk of the United States District Court for the Central District of California, 350 W 1st Street, Suite 4311 Los Angeles, CA 90012-4565, during regular business hours.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.**

## **SPECIAL NOTICE TO NOMINEES**

If you hold Resonant common stock pursuant to a transaction that took place within the United States within the Class Period, as nominee for a beneficial owner, then you must either: (1) send a copy of this Notice by first-class mail to all such persons or entities within ten (10) calendar days of receipt of this Notice; or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator at JND Class Action Administration LLC, P.O. Box 6968, Broomfield, CO 80021 within ten (10) days of receipt of this Notice.

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

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

Copies of this Notice and the Claim Form can be obtained from the website maintained by the Claims Administrator, [www.resonantsecuritieslitigation.com](http://www.resonantsecuritieslitigation.com) or by calling the Claims Administrator toll-free at 1-888-213-8529.

Dated: August 10, 2017

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