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

ROBERT ENGLEHART, on behalf of himself
and all others similarly situated,

Plaintiff,

vs.

CHARLES M. BROWN, PATRICK J.
BYRNE, JERRY L. CALHOUN, RICHARD
P. FOX, ROBERT S. JAFFE, LARRY A.
KRING, LORENZO C. LAMADRID,
BRADLEY D. TILDEN, FLOW
INTERNATIONAL CORPORATION, a
Washington corporation, AIP/FIC MERGER
SUB, INC., a Washington corporation, and AIP
WATERJET HOLDINGS, INC., a Delaware
corporation,

Defendants.

Case No. 13-2-33726-6 KNT

CLASS ACTION

~~PROPOSED~~ ORDER PRELIMINARILY
APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE

EXHIBIT A

1 WHEREAS, the parties to the above-entitled action (the "Litigation") entered into a
2 Stipulation of Settlement dated September 7, 2016 (the "Stipulation"), which is subject to review by
3 this Court and which, together with the Exhibits thereto, sets forth the terms and conditions for the
4 settlement of the claims alleged in the Litigation ("Settlement"); and the Court having read and
5 considered the Stipulation and the accompanying documents; and the parties to the Stipulation
6 having consented to the entry of this Order; and all capitalized terms used herein having the
7 meanings defined in the Stipulation;

8 NOW, THEREFORE, IT IS HEREBY ORDERED, this 29 day of September 2016, that:

9 1. **Jurisdiction.** The Court has jurisdiction over the subject matter of the Litigation and
10 over the Settling Parties and all members of the Class.

11 2. **Class.** Pursuant to Washington Civil Rule 23(b)(3), the Court preliminarily certifies,
12 for the purposes of effectuating this Settlement only, a Class of all holders of common stock of Flow
13 at any time from September 25, 2013 through and including January 31, 2014, whether beneficial or
14 of record, including their legal representatives, heirs, successors in interest, transferees, and
15 assignees, but excluding the Defendants and all former defendants in this action, and their associates,
16 affiliates, legal representatives, immediate family members, heirs, successors in interest, transferees,
17 and assignees. Also excluded from the Class are those Persons who validly request exclusion from
18 the Class pursuant to the instructions set forth in the Notice of Pendency and Settlement of Class
19 Action (the "Notice") approved through this Order.

20 3. **Preliminary Approval of Settlement.** The Court preliminarily finds that the
21 Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement
22 to the Class.

23 4. **Settlement Fairness Hearing.** A hearing (the "Settlement Fairness Hearing") is
24 hereby scheduled to be held before this Court, the Superior Court of the State of Washington, King
25 County, in Department 21, 401 Fourth Avenue North, Kent, WA 98032 on January 20, 2017, at
26 8:30Am. [at least 90 calendar days following mailing of the Notice], for the following purposes: (a)

1 to determine whether the proposed Settlement is fair, reasonable, and adequate, and should be
2 approved by the Court; (b) to determine whether the Judgment as provided under the Stipulation
3 should be entered; (c) to determine whether the proposed Plan of Allocation should be approved by
4 the Court as fair, reasonable and adequate; (d) to consider Class Counsel's application for an award
5 of attorneys' fees and expenses; and (e) to rule upon such other matters as the Court may deem
6 appropriate. All papers in support of the Settlement, the Plan of Allocation, and any application by
7 Class Counsel for attorneys' fees and expenses shall be filed no later than fourteen (14) calendar
8 days before the deadline for filing objections, and any reply briefs shall be served and filed on or
9 before seven (7) days before the Settlement Fairness Hearing.

10 5. The Court reserves the right to approve the Settlement with or without modification
11 and with or without further notice to the Class and may adjourn the Settlement Fairness Hearing
12 without further notice to the Class. The Court reserves the right to enter the Judgment approving the
13 Settlement regardless of whether it has approved the Plan of Allocation and/or Class Counsel's
14 request for an award of attorneys' fees and expenses. Any order (or lack of order) regarding the Plan
15 of Allocation or any awards of attorneys' fees and expenses shall not affect or delay the Judgment
16 from becoming Final.

17 6. **Approval of Notice.** The Court approves the form, substance and requirements of
18 the Notice, the Proof of Claim and Release (the "Proof of Claim"), and the Summary Notice,
19 annexed hereto as Exhibits A-1, A-2, and A-3, respectively.

20 7. **Notice.** The form and content of the Notice and Summary Notice, and the method set
21 forth herein of notifying the Class of the Settlement and its terms and conditions, meet the
22 requirements of Washington Civil Rules and due process, constitute the best notice practicable under
23 the circumstances, and shall constitute due and sufficient notice to all Persons and entities entitled
24 thereto. All reasonable expenses incurred in notifying Class Members, as well as administering the
25 Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not
26 approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor any of their

1 counsel shall have any obligation to repay any amounts actually and properly disbursed, or due and
2 owing from the Settlement Fund as of the date the Settlement is terminated.

3 8. **Retention of Claims Administrator and Manner of Notice.** The Court approves
4 the appointment of Gilardi & Co. LLC as the Claims Administrator to administer the notice
5 procedure and the processing of claims under the supervision of Class Counsel as set forth more
6 fully below:

7 (a) Defendants, at their expense, shall provide Class Counsel and/or the Claims
8 Administrator with a stockholder list identifying Class Members in an electronically-readable
9 format, within seven (7) calendar days of the date of this Order;

10 (b) The Claims Administrator shall cause the Notice and the Proof of Claim,
11 substantially in the forms annexed hereto, to be mailed, by First-Class Mail, postage prepaid, within
12 twenty-one (21) calendar days of entry of this Order (“Notice Date”), to all Class Members who can
13 be identified with reasonable effort;

14 (c) The Claims Administrator shall cause the Summary Notice to be published in
15 *The Wall Street Journal* and transmitted over the PR Newsire within ten (10) calendar days after the
16 Notice Date; and

17 (d) Not later than fourteen (14) days before the deadline for filing objections,
18 Class Counsel shall file with the Court a declaration showing timely compliance with the foregoing
19 mailing and publication requirements.

20 9. **Nominee Purchasers.** Banks, brokerage firms, institutions, and other Persons who
21 are nominees that held Flow common stock at any time from September 25, 2013 through and
22 including January 31, 2014 for the beneficial interest of other Persons (“Nominees”), must, within 10
23 days of receiving the Notice, either (a) send a copy of the Notice and Proof of Claim by First-Class
24 Mail to all such beneficial owners; or (b) provide a list of the names and addresses of such beneficial
25 owners to the Claims Administrator, pursuant to instructions set forth in the Notice. The Claims
26 Administrator shall make available additional copies of the Notice and Proof of Claim form to any

1 Nominees requesting the same for the purpose of distribution to beneficial owners, or shall send
2 copies of the Notice and Proof of Claim by First-Class Mail to any beneficial owners whose
3 addresses are provided by Nominees.

4 10. **Submission of Proof of Claim Forms.** Any Class Member who wishes to
5 participate in the distribution of the Net Settlement Fund must take the following actions and be
6 subject to the following conditions:

7 (a) Within 90 days after the Notice Date, each Person claiming to be a Settlement
8 Payment Recipient shall be required to submit to the Claims Administrator a completed Proof of
9 Claim, substantially in a form contained in Exhibit A-2 attached hereto and as approved by the
10 Court, signed under penalty of perjury.

11 (b) Except as otherwise ordered by the Court, all Class Members who fail to
12 timely submit a Proof of Claim within such period, or such other period as may be ordered by the
13 Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the
14 Settlement set forth therein, but will in all other respects be subject to and bound by the provisions of
15 the Stipulation, the releases contained therein, and all determinations and judgments in this
16 Litigation, including the Judgment. Notwithstanding the foregoing, Class Counsel may, in their
17 discretion, accept for processing late submitted claims so long as the distribution of the Net
18 Settlement Fund to Settlement Payment Recipients is not materially delayed, but shall incur no
19 liability for declining to accept a late-submitted claim.

20 (c) As part of the Proof of Claim, each Class Member shall submit to the
21 jurisdiction of the Court with respect to the claim submitted, and shall (subject to effectuation of the
22 Settlement) release all Released Claims as provided in the Stipulation.

23 11. **Exclusions from the Class.** All Class Members, regardless of whether they submit a
24 Proof of Claim, shall be bound by all determinations and judgments in this Litigation, including the
25 Judgment, unless they request exclusion from the Class in a timely and proper manner, as hereinafter
26 provided. A Class Member wishing to make such request shall, no later than

1 December 15 (sixty (60) days after the Notice Date), mail a request for exclusion in
2 written form by First-Class Mail postmarked to the address designated in the Notice. Such request
3 for exclusion shall indicate the name, address, and telephone number of the Person seeking
4 exclusion, that the Person requests to be excluded from the Class, and must be signed by such
5 Person. Such Persons requesting exclusion are also requested to state the number of shares of Flow
6 common stock they held that are subject to the Litigation. The request for exclusion shall not be
7 effective unless it is made in writing within the time stated above, and the exclusion is accepted by
8 the Court. Class Members requesting exclusion from the Class shall not be entitled to share in the
9 distribution of the proceeds of the Net Settlement Fund, as described in the Stipulation and Notice.

10 12. **Objections to the Settlement.** The Court will consider objections to the Settlement,
11 the Plan of Allocation, and the Fee and Expense Application. Any Person wanting to object may do
12 so in writing and/or by appearing at the Settlement Fairness Hearing. To the extent any Person
13 wants to object in writing, such objections and any supporting papers, accompanied by proof of
14 Class membership, shall be filed with the Clerk of the Court, Superior Court of the State of
15 Washington, King County, 401 Fourth Avenue North, Kent, WA 98032, and copies of all such
16 papers served no later than December 15, 2016, which is sixty (60) calendar days after the Notice
17 Date, and mailed to Class Counsel and Defendants' counsel at the addresses included in the Notice.
18 Persons who intend to object in writing to the Settlement, the Plan of Allocation, or the request for a
19 Fee and Expense Award and desire to present evidence at the Settlement Fairness Hearing must
20 include in their written objections copies of any exhibits they intend to introduce into evidence at the
21 Settlement Fairness Hearing. If an objector hires an attorney to represent him, her or it for the
22 purposes of making an objection, the attorney must both effect service of a notice of appearance on
23 counsel listed above and file it with the Court by no later than December 15, 2016. Any Class
24 Member who does not make his, her, or its objection in the manner provided shall be deemed to have
25 waived such objection and shall be foreclosed from making any objection to the fairness or adequacy
26 of the Settlement set forth in the Stipulation, to the Plan of Allocation, or to any Fee and Expense

1 Award. Any submissions by the Settling Parties in opposition or response to objections shall be
2 filed and served at least seven calendar days prior to the Settlement Fairness Hearing.

3 13. **Service of Papers.** Class Counsel and Defendants' counsel shall promptly furnish
4 each other with copies of all objections that come into their possession.

5 14. **Termination of Settlement.** This Order shall become null and void, and shall be
6 without prejudice to the rights of the Settling Parties, all of whom shall be restored to their respective
7 positions as they existed on July 20, 2016, if the Settlement is terminated in accordance with the
8 Stipulation. In such event, paragraph 7.6 of the Stipulation shall govern the rights of the Settling
9 Parties.

10 15. **Stay on Litigating Settled Claims.** All proceedings in the Litigation, other than
11 such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are
12 hereby stayed until further order of this Court. Pending final determination of whether the
13 Settlement should be approved, Plaintiffs, all Class Members, and each of them, and anyone who
14 acts or purports to act on their behalf, shall not institute, prosecute, continue, maintain or assert, and
15 are hereby barred and enjoined from instituting, prosecuting, continuing, maintaining or asserting,
16 any action that asserts the Released Plaintiff Parties' Claims against any Defendant or any Released
17 Defendant Party.

18 16. **Escrow Funds.** All funds held by the Escrow Agent pursuant to the Stipulation shall
19 be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the
20 jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation
21 and/or further order(s) of the Court.

22 17. **Adjournment.** The Court may adjourn or continue the Settlement Fairness Hearing
23 without further written notice.

24 18. **Retention of Jurisdiction.** The Court retains exclusive jurisdiction over the
25 Litigation to consider all further matters arising out of or connected with the Settlement. The Court
26

1 may approve the Settlement, with such modifications as may be agreed by the Settling Parties, if
2 appropriate, without further notice to the Class.

3 IT IS SO ORDERED.

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5 DATED: 9-29-2014



6 HONORABLE VERONICA A. GALVÁN
7 KING COUNTY SUPERIOR COURT JUDGE

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