

CHARLES J. FITZPATRICK, Individually and On	)	
Behalf of All Others Similarly Situated,	)	Case No. 4:13-cv-01649
	)	Hon. Sim Lake
Plaintiffs,	)	
	)	<u>CLASS ACTION</u>
v.	)	
	)	
UNI-PIXEL, INC., REED J. KILLION and JEFFREY	)	
W. TOMZ,	)	
	)	
Defendants.	)	
	)	

If you purchased or otherwise acquired shares of Uni-Pixel, Inc. (“Uni-Pixel” of the “Company”) common stock during the period from December 7, 2012, through and including May 31, 2013 (“Class Period”) you could get a payment from a class action settlement (the “Settlement”).

If approved by the Court, the settlement will provide \$2,350,000 in cash and \$2,150,000 worth of shares of Uni-Pixel common stock (the “Settlement Amount”), to pay claims of investors who purchased Uni-Pixel common stock during the period from December 7, 2012, through and including May 31, 2013 (“Class Period”).

- The Settlement represents an average recovery of \$0.43 per share of Uni-Pixel common stock for the approximately 10,400,000 shares outstanding (and not owned by entities excluded from the Settlement) as of May 31, 2013, the end of the Class Period. This estimate reflects the *average* recovery per outstanding share of Uni-Pixel common stock should all eligible class members file a claim to participate in the Settlement. This is not an estimate of the actual recovery per share you should expect. Your actual recovery will depend on the aggregate losses of all Class Members, the date(s) you purchased and sold Uni-Pixel stock, and the total number and amount of claims filed by all class members who purchased shares eligible for recovery (some affected shares may have changed hands more than once during the Class Period).
- Attorneys for the Lead Plaintiffs (“Lead Counsel”) intend to ask the Court to award them fees of \$1,500,000 or one-third of the Settlement Amount (in a combination of cash and stock similar to their proportions of the Settlement Fund), reimbursement of litigation expenses of no more than \$100,000, and may also seek an award to the two Lead Plaintiffs not to exceed \$1,500 each. Collectively, the attorneys’ fees and expenses are estimated to average \$0.15 per share of

Uni-Pixel common stock. If approved by the Court, these amounts will be paid from the Settlement Fund.

- The approximate recovery, after deduction of attorneys' fees, expenses, and awards (if any) approved by the Court, is an average of \$0.28 per share of Uni-Pixel common stock. This estimate is based on the assumptions set forth in the first bullet point. Your actual recovery, if any, will vary depending on your purchase price and sales price, and the number and amount of claims filed.
- The Settlement resolves the lawsuit concerning whether Uni-Pixel and certain of its officers and directors made false and misleading statements, in violation of federal securities laws, based upon the allegations set forth in the Amended Complaint, including that Uni-Pixel misrepresented its ability to commercially mass produce its UniBoss product. Defendants Uni-Pixel, Reed Killion ("Killion") and Jeffrey Tomz ("Tomz") (collectively, "Defendants") deny all allegations of misconduct.
- **Your legal rights will be affected whether you act or do not act.** If you do not act, you may permanently forfeit your right to recover on this claim. Therefore, you should read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM NO LATER THAN April 22, 2015	The only way to get a payment.
EXCLUDE YOURSELF NO LATER THAN April 9, 2015	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Defendants about the legal claims in this case.
OBJECT NO LATER THAN April 9, 2015	Write to the Court about why you do not like the settlement.
GO TO A HEARING ON April 30, 2015	Speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment. Give up rights.

INQUIRIES

Please do not contact the Court regarding this notice. All inquiries concerning this Notice, the Proof of Claim form, or any other questions by Class members should be directed to:

Uni-Pixel, Inc. Litigation c/o Strategic Claims Services P.O. Box 230 600 N. Jackson St., Ste. 3 Media, PA 19063 Tel.: 866-274-4004 Fax: 610-565-7985 info@strategicclaims.net	or	THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34 th Floor New York, NY 10016 Tel.: 212-686-1060 Fax: 212-202-3827 info@rosenlegal.com
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COMMON QUESTIONS AND ANSWERS CONCERNING THE SETTLEMENT

1. Why did I get this Notice?

You or someone in your family may have acquired Uni-Pixel common stock during the Class Period.

2. What is this lawsuit about?

The case is known as *Fitzpatrick v. Uni-Pixel, Inc., et al.*, Case No. 13-CV-01649 (the “Litigation”), and the Court in charge of the case is the United States District Court for the Southern District of Texas.

The Class Action involves whether the Defendants violated the federal securities laws because the Company allegedly made false and misleading statements to the investing public as set out in the complaint, including that: (1) Uni-Pixel would be able to commercially produce its UniBoss product so as to achieve revenue and earnings from its incorporation in products sold to consumers starting in 2013; and (2) Uni-Pixel had significant purchaser interest in UniBoss and needed to fund a rapid ramp-up of mass production of UniBoss. The Defendants deny they did anything wrong. The Settlement resolves all of the claims in the Class Action against the Defendants.

3. Why is this a class action?

In a class action, one or more persons and/or entities, called Lead Plaintiffs, sue on behalf of all persons and/or entities who have similar claims. All of these persons and/or entities are referred to collectively as a Class, and these individual persons and/or entities are known as Class Members. One court resolves all of the issues for all Class Members, except for those Class Members who exclude themselves from the Class.

4. Why is there a Settlement?

Lead Plaintiffs and the Defendants do not agree regarding the merits of Lead Plaintiffs’ allegations with respect to liability or the average amount of damages per share that would be recoverable if Lead Plaintiffs were to prevail at trial on each claim. The issues on which the Lead Plaintiffs and the Defendants disagree include: (1) whether the Defendants made false and misleading statements; (2) whether the Defendants made these statements with the intent to defraud the investing public; (3) whether the statements were the cause of the Class Members’ alleged damages; and (4) the amount of damages, if any, suffered by the Class Members.

This matter has not gone to trial and the Court has not decided in favor of either Lead Plaintiffs or the Defendants. Instead, Lead Plaintiffs and the Defendants have agreed to settle the Class Action. Lead Plaintiffs and Lead Counsel believe the settlement is best for all Class Members because of the risks associated with continued litigation and the nature of the defenses raised by the Defendants. Even if Plaintiffs win at trial, and also withstand any challenge on appeal, Plaintiffs might not be able to collect some, or all, of the judgment.

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

To be a Class Member, you must have purchased or otherwise acquired Uni-Pixel common stock during the period from December 7, 2012, through and including May 31, 2013.

6. Are there exceptions to being included?

Yes. Excluded from the Class are the Defendants, officers and directors of Uni-Pixel, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which a Defendant has or had a controlling interest; all current and former partners or accounting personnel of the Defendants that were employed by the Defendants during the Class Period, their immediate families, their heirs, successors, or assigns, and any entity controlled or owned by any such person; and any persons who have separately filed proceedings against one or more of the Defendants based in whole or in part on any of the alleged facts referred to in the Class Action. Also, if you properly exclude yourself from the Class, as described below, you are not a part of the Class.

7. What does the Settlement provide?

a. What is the Settlement Fund?

The proposed Settlement calls for the Defendants to create a Settlement Fund (the "Settlement Fund") consisting of \$2,350,000 in cash and \$2,150,000 in Uni-Pixel common stock.¹ The Settlement is subject to Court approval. Also, subject to the Court's approval, a portion of the Settlement Fund will be used to pay Lead Plaintiffs' attorneys' fees and reasonable litigation expenses and any award to Lead Plaintiffs. A portion of the Settlement Fund also will be used to pay taxes due on interest earned by the Settlement Fund, if necessary, and any notice and claims administration expenses permitted by the Court. After the foregoing deductions from the Settlement Fund have been made, the amount remaining (the "Net Settlement Fund") will be distributed to Class Members who submit valid claims.

b. What can you expect to receive under the proposed Settlement?

Your share of the Net Settlement Fund will or may depend on: (i) the number of claims filed; (ii) the dates you purchased and sold Uni-Pixel common stock; (iii) the prices of your purchases and sales; (iv) the amount of administrative costs, including the costs of notice; and (v) the amount awarded by the Court to Lead Plaintiffs, if any, and to Lead Counsel for attorneys' fees, costs, and expenses.

PROPOSED PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The Claims Administrator shall determine each Authorized Claimant's share of the Net Settlement Fund based upon each Authorized Claimant's Recognized Loss. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants. To

¹ The number of shares of Uni-Pixel stock will be calculated based on the average of the closing prices for Uni-Pixel common stock for the ten trading days prior to the hearing date for final approval of the Settlement (the "Average Price"). If the Average Price is less than \$5.00 per share of common stock, the number of shares of stock deposited in the Settlement Fund will be calculated using a share price of \$5.00 per share. If the Average Price is greater than \$6.00 per share of common stock, the number of shares of stock deposited in the Settlement Fund will be calculated using a share price of \$6.00 per share. If the Average Price is greater than \$5.00 per share but less than \$6.00 per share, the number of shares of stock deposited in the Settlement Fund will be calculated using a share price equal to the Average Price.

the extent there are sufficient funds remaining in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's Recognized Loss. If, however, the Net Settlement Fund is not sufficient to pay the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total Recognized Losses of all Authorized Claimants (*i.e.*, "*pro rata* share"). No distribution will be made on a claim where the potential distribution amount is less than ten dollars (\$10.00) in cash.

RECOGNIZED LOSS FORMULA

1. For shares of common stock purchased between December 7, 2012 and April 28, 2013, inclusive:

- A. For shares retained at the end of trading on May 30, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$9.99 per share; or
 - (2) the difference between the purchase price per share and \$15.34.²
- B. For shares sold between December 7, 2012 and April 28, 2013, inclusive, the Recognized Loss shall be zero.
- C. For shares sold between April 29, 2013 and May 12, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$1.92 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- D. For shares sold between May 13, 2013 and May 19, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$2.77 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- E. For shares sold between May 20, 2013 and May 28, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$4.12 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

² Pursuant to Section 21(D)(e)(1) of the Private Securities Litigation Reform Act of 1995, "in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security 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." \$15.34 was the mean (average) daily closing trading price of Uni-Pixel's common stock during the 90-day period beginning on June 1, 2013 and ending on August 29, 2013.

- F. For shares sold between May 29, 2013 and May 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$5.65 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

2. For shares of common stock purchased between April 29, 2013 and May 12, 2013, inclusive:

- A. For shares retained at the end of trading on May 30, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$8.07 per share; or
 - (2) the difference between the purchase price per share and \$15.34.
- B. For shares sold between April 29, 2013 and May 12, 2013, inclusive, the Recognized Loss shall be zero.
- C. For shares sold between May 13, 2013 and May 19, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$.85 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- D. For shares sold between May 20, 2013 and May 28, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$2.20 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.
- E. For shares sold between May 29, 2013 and May 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$3.73 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

3. For shares of common stock purchased between May 13, 2013 and May 19, 2013, inclusive:

- A. For shares retained at the end of trading on May 30, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$7.22 per share; or
 - (2) the difference between the purchase price per share and \$15.34.
- B. For shares sold between May 13, 2013 and May 19, 2013, inclusive, the Recognized Loss shall be zero.
- C. For shares sold between May 20, 2013 and May 28, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$1.35 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

- D. For shares sold between May 29, 2013 and May 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$2.88 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

4. For shares of common stock purchased between May 20, 2013 and May 28, 2013, inclusive:

- A. For shares retained at the end of trading on May 30, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$5.87 per share; or
 - (2) the difference between the purchase price per share and \$15.34.
- B. For shares sold between May 20, 2013 and May 28, 2013, inclusive, the Recognized Loss shall be zero.
- C. For shares sold between May 29, 2013 and May 30, 2013, inclusive, the Recognized Loss shall be the lesser of:
 - (1) \$1.53 per share; or
 - (2) the difference between the purchase price per share and the sales price per share for each share sold.

5. For shares of common stock purchased between May 29, 2013 and May 30, 2013, inclusive:

- A. For shares retained at the end of trading on May 30, 2013, the Recognized Loss shall be the lesser of:
 - (1) \$4.34 per share; or
 - (2) the difference between the purchase price per share and \$15.34.
- B. For shares sold between May 29, 2013 and May 30, 2013, inclusive, the Recognized Loss shall be zero.

To the extent a claimant had a trading gain or “broke even” from his overall transactions in Uni-Pixel shares during the Class Period, the value of the Recognized Loss will be zero and the claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a claimant suffered a trading loss on his overall transactions in Uni-Pixel shares during the Class Period, but that trading loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the claimant’s actual trading loss.

For purposes of calculating your Recognized Loss, the date of purchase, acquisition or sale is the “contract” or “trade” date and not the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Uni-Pixel shares shall not be deemed a purchase, acquisition or sale of Uni-Pixel shares for the calculation of an Authorized Claimant’s Recognized Loss. The covering purchase of a short sale is not an eligible purchase.

For purposes of calculating your Recognized Loss, all purchases, acquisitions and sales shall be matched on a First In First Out (“FIFO”) basis in chronological order. Therefore, on the Proof of Claim enclosed with this Notice, you must provide documents showing all of your purchases and sales of Uni-Pixel shares during the time period from December 7, 2012 through and including May 31, 2013.

All Class Members whose claims are not approved by the Court will be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Settlement, including the terms of the Order and Final Judgment to be entered in the Action and will be barred from bringing any Released Plaintiffs' Claims against Defendants or any of Settling Defendants' Released Parties, including Unknown Claims (as those terms are defined in the Stipulation and Agreement of Settlement, which is available on the Internet at www.strategicclaims.net, or through the mail upon request to the Claims Administrator). The Plan of Allocation is subject to Court approval and may be modified by the Court.

C. Are there any further limitations on the amount I may receive?

- i) To the extent there are sufficient funds in the Net Settlement Fund, each Class Member with a Recognized Loss that satisfies the requirements approved by the Court ("Authorized Claimant") will receive an amount equal to the Authorized Claimant's Recognized Loss described above. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total Recognized Loss of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's Recognized Loss bears to the total of the Recognized Losses of all Authorized Claimants.
- ii) For Class members who conducted multiple transactions in Uni-Pixel common stock during the Class Period, the earliest subsequent sale shall be matched first against those shares in the Claimant's opening position on the first day of the Class Period, and then matched chronologically thereafter against each purchase made during the Class Period (this is called the "first-in-first-out or FIFO method).
- iii) Transactions during the Class Period resulting in a gain shall be netted against the Class Members transactions resulting in a loss to arrive at the Recognized Loss.
- iv) Any Class members whose collective transactions in Uni-Pixel common stock during the Class Period resulted in a net gain shall not be entitled to share in the Net Settlement Fund.
- v) The purchase and sales prices exclude any brokerage commissions, transfer taxes or other fees.
- vi) If a claimant's actual trading loss is less than his/her/its Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the claimant's actual trading loss. A Recognized Loss that calculates to yield a negative number is treated as a Recognized Loss of zero.
- vii) The date of a purchase or sale is the "contract" or "trade" date as distinguished from the "settlement" date.
- viii) The covering purchase of a short sale is not an eligible purchase. Gifts and transfers are not eligible purchases.

8. How can I get a payment?

To qualify for a payment, you must send a form entitled "Proof of Claim and Release" to the Claims Administrator. This claim form is attached to this Notice. You may also obtain a claim form on the Internet at www.strategicclaims.net. Read the instructions carefully, fill out the

form, sign it in the location indicated, and mail the claim form together with all documentation requested in the form, postmarked no later than April 22, 2015, to:

Uni-Pixel, Inc. Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063
Tel.: 866-274-4004
Fax: 610-565-7985
info@strategicclaims.net

The Claims Administrator will process your claim and determine whether you are an "Authorized Claimant."

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

Unless you exclude yourself, you will remain in the Class. That means that if the Settlement is approved, you and all Class Members will release (agreeing never to sue or be part of any other proceeding) all claims against the Defendants and all entities owned, affiliated or controlled by them, their past or present directors, officers, employees, partners, members, affiliates, predecessors, successors, parents, subsidiaries, divisions, joint ventures, principals, agents, attorneys, auditors, accountants, trustees, advisors, consultants, underwriters, investment bankers, insurers, reinsurers, assigns, spouses, heirs, executors, personal representatives, associates, related or affiliated entities, any members of their Immediate Families, marital communities, or any trusts for which they are trustee, settler or beneficiary, and anyone acting or purporting to act for or on behalf of any of them or their successors ("Settling Defendants' Released Parties") in connection with your acquisition of Uni-Pixel Stock during the Class Period, except that you do not release the Settling Defendants' Released Parties from any claim or action to enforce the Settlement. It also means that all of the Court's orders will apply to you and legally bind you. If you sign the claim form, you are agreeing to its "Release of Claims," which will bar you from ever filing a lawsuit against any of the Settling Defendants' Released Parties to recover losses from the acquisition or sale of Uni-Pixel common stock during the Class Period, except to enforce the Settlement. That means you will accept your share in the Net Settlement Fund as sole compensation for any losses you have suffered in the acquisition and sale of Uni-Pixel common stock during the Class Period.

10. How do I get out of the Settlement?

If you do not want to receive a payment from this Settlement, and you want to keep any right you may have to sue or otherwise prosecute claims against the Defendants on your own based on the legal claims raised in this Class Action, then you must take steps to get out of the Settlement. This is called excluding yourself from – or "opting out" of – the Settlement. To exclude yourself from the Settlement, you must mail a letter stating you want to be excluded as a Class Member from *Fitzpatrick v. Uni-Pixel, Inc., et al.*, Case No. 13-CV-01649. Be sure to include your name, address, telephone number and your signature, along with an accurate list of all of your purchases and sales of Uni-Pixel common stock. You must mail your exclusion request, postmarked no later than April 9, 2015, to:

Uni-Pixel, Inc., Litigation
c/o Strategic Claims Services
P.O. Box 230
600 N. Jackson St., Ste. 3
Media, PA 19063

You cannot exclude yourself by telephone or by e-mail. If you ask to be excluded, you will not receive a settlement payment, and you cannot object to the Settlement. If you ask to be excluded, you will not be legally bound by anything that happens in this Class Action.

11. If I do not exclude myself, can I bring claims against the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue or otherwise prosecute the Defendants for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case.

12. Do I have a lawyer in this case?

The Court has preliminarily certified this action as a class action and has appointed Lead Counsel to represent all members of the Settlement Class. You will not be charged for the services of these lawyers. You may contact Lead Counsel as follows:

Lionel Z. Glancy, Esq. GLANCY BINKOW & GOLDBERG LLP 1925 Avenue of the Stars, Suite 2100 Los Angeles, CA 90067 Tel.: 310-201-9150 Fax: 310-432-1495	Jeremy A. Lieberman, Esq. POMERANTZ LLP 600 Third Avenue New York, NY 10016 Tel.: 212-661-1100 Fax: 212-661-8665	Laurence M. Rosen, Esq. THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34 th Floor New York, NY 10016 Tel.: 212-686-1060 Fax: 212-202-3827
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You have the right to retain your own lawyer to represent you in this case, but you are not obligated to do so. If you do hire your own lawyer, you will have to pay his or her fees and expenses. You also have the right to represent yourself before the Court without a lawyer.

13. How will the lawyers be paid?

Lead Counsel has not been paid any attorneys' fees to date. Lead Counsel has prosecuted this action on a contingent fee basis and has paid for all of the expenses of the litigation themselves. Lead Counsel has done so with the expectation that if they are successful in recovering money for the Class, they will receive attorneys' fees and be reimbursed for their litigation expenses from the Settlement Fund, as is customary in this type of litigation. Lead Counsel will not receive attorneys' fees or be reimbursed for their litigation expenses except from the Settlement Fund. Therefore, Lead Counsel will file a motion asking the Court at the Settlement Hearing to make an award of attorneys' fees in an amount not to exceed \$1,500,000 (in a combination of cash and stock similar to their proportions of the Settlement Fund), for reimbursement of reasonable litigation expenses not to exceed \$100,000, and may also seek an award to each the Lead Plaintiffs in amounts not to exceed \$1,500 each. The Court may award less than these amounts. Any amounts awarded by the Court will come out of the Settlement Fund.

14. How do I tell the Court that I do not like the Settlement?

You can tell the Court you do not agree with the Settlement, any part of the Settlement, the Plan of Allocation, or Lead Counsel's motion for an award of attorneys' fees and expenses, and that you think the Court should not approve the Settlement, by mailing a letter stating that you object to the Settlement in the matter of *Fitzpatrick v. Uni-Pixel, Inc., et al.*, Case No. 13-CV-01649. Class members who desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. Be sure to include your name, address, telephone number, your signature, a list of your purchases and sales of Uni-Pixel common stock to demonstrate your membership in the Class, and all of the reasons you object to the Settlement. Be sure to mail the objections to the three different places listed below so that they are received no later than April 9, 2015, to ensure the Court will consider your views:

Clerk of the Court United States District Court Southern District of Texas P.O. Box 61010 Houston, TX 77208	Laurence M. Rosen, Esq. THE ROSEN LAW FIRM, P.A. 275 Madison Avenue, 34 th Floor New York, NY 10016 <i>Lead Counsel for Plaintiffs and the Class</i>	Paul R. Bessette, Esq. KING & SPALDING LLP 401 Congress Avenue, Suite 3200 Austin, TX 78701 <i>Counsel for Defendants Uni-Pixel, Inc., Reed Killion & Jeffrey Tomz</i>
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15. What is the difference between objecting and requesting exclusion?

Objecting is simply telling the Court you do not like something about the Settlement. You can object only if you stay in the Class. Requesting exclusion is telling the Court you do not want to be part of the Class and Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer concerns you. If you stay in the Class and object, but your objection is overruled, you will not be allowed a second opportunity to exclude yourself.

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Settlement Hearing on April 30, 2015, at 2:00 p.m., at the United States District Court for the Southern District of Texas, Houston Division, 515 Rusk Avenue, Houston, TX 77002. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and whether to approve the Settlement. If there are objections, the Court will consider them, and the Court will listen to people who have asked to speak at the hearing. The Court may also rule upon whether the Plan of Allocation is fair and reasonable and decide how much to pay Lead Counsel for attorneys' fees and expenses.

17. Do I have to come to the hearing?

No. Lead Counsel will answer any questions the Court may have about the proposed Settlement, the Plan of Allocation and the attorneys' fees, expenses and Lead Plaintiff awards requested. However, you are welcome to attend at your own expense. If you timely send an objection and/or seek to present evidence and witnesses in support of such objection, you must attend the hearing.

18. What happens if I do nothing at all?

If you do nothing, you will not receive a payment from the Settlement. However, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against the Defendants about the claims made in this case ever again.

19. How can I get more information?

You can get more information by contacting the Claims Administrator at 866-274-4004. A copy of the Stipulation and Agreement of Settlement that has been filed with the court and related documents can be found on the Claims Administrator's website at www.strategicclaims.net. Copies of Lead Plaintiffs' motion(s) for final approval of the Settlement, Plan of Approval, and for attorneys' fees, expenses, and Lead Plaintiff awards, will be posted on the Claim Administrator's website promptly after they have been filed with the Court.

DATED: JANUARY 7, 2015.

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF TEXAS