

THE O'MARA LAW FIRM, P.C.
DAVID C. O'MARA (Nevada Bar No. 8599)
311 East Liberty Street
Reno, NV 89501
Telephone: 775/323-1321
775/323-4082 (fax)

Liaison Counsel for Plaintiffs

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

In re PARAMETRIC SOUND
CORPORATION SHAREHOLDERS'
LITIGATION

) Lead Case No. A-13-686890-B
) Dept. No. XI
)

) CLASS ACTION
)

This Document Relates To:

) ~~PROPOSED~~ FINAL JUDGMENT AND
) ORDER OF DISMISSAL WITH PREJUDICE
)

ALL ACTIONS.

1 This matter came before the Court for hearing pursuant to the Order Preliminarily Approving
2 Settlement and Providing for Notice (“Preliminary Approval Order”) dated January 17, 2020, on the
3 application of the Settling Parties for approval of the Settlement set forth in the Stipulation of
4 Settlement dated November 14, 2019 (the “Stipulation”). Due and adequate notice having been
5 given to the Class as required in the Preliminary Approval Order, and the Court having considered
6 all papers filed and proceedings had herein and otherwise being fully informed in the premises and
7 good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

8 1. This Final Judgment and Order of Dismissal with Prejudice (“Order and Final
9 Judgment” or “Judgment”) incorporates by reference the definitions in the Stipulation, and all terms
10 used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth
11 herein.

12 2. This Court has jurisdiction over the subject matter of the Litigation and over all
13 Settling Parties to the Litigation, including all Class Members.

14 3. Pursuant to Rule 23 of the Nevada Rules of Civil Procedure, this Court previously
15 certified a Class defined as: All persons and/or entities that held shares of Parametric Sound
16 Corporation (“Parametric”) common stock on January 15, 2014, at the time Parametric issued shares
17 in the Merger pursuant to the Agreement and Plan of Merger, whether beneficially or of record,
18 including the legal representatives, heirs, successors-in-interest, transferees, and assignees of all such
19 foregoing holders, but excluding Defendants, executive officers of Parametric as of January 15,
20 2014, and their legal representatives, heirs, successors-in-interest, transferees, and assignees (the
21 “Class”).

22 4. Pursuant to Rule 23 of the Nevada Rules of Civil Procedure, the Court hereby
23 approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects,
24 fair, reasonable, and adequate to the Class.

25 5. Pursuant to Rule 23 of the Nevada Rules of Civil Procedure, the Court finds that the
26 Settlement is fair, reasonable, and adequate as to each of the Settling Parties, and that the Settlement
27 set forth in the Stipulation is hereby finally approved in all respects, and the Settling Parties are
28 hereby directed to perform its terms.

1 6. Upon careful consideration of the record, the arguments presented, the Court finds
2 that the Settlement is a good faith settlement under NRS 17.245. The Court's discretionary
3 determination of good faith is based on, among other things: (1) the fairness of the Settlement
4 Amount in light of Defendants' potential liability; (2) the pro rata allocation of the settlement
5 proceeds among the Class and Merger Stockholders; (3) the near-depletion of the insurance policy
6 limits of the Defendants; and (4) the lack of any collusion, fraud, or tortious conduct in the
7 Settlement.

8 7. Accordingly, the Court authorizes and directs implementation of the terms and
9 provisions of the Stipulation, as well as the terms and provisions hereof. The Court hereby dismisses
10 with prejudice and without costs, the Litigation and all claims contained therein, and all of the
11 Released Claims and the Settled Defendants' Released Claims, except as and to the extent provided
12 in the Stipulation and herein.

13 8. Upon the Effective Date hereof, and as provided in the Stipulation, the Plaintiffs and
14 each and all of the Class Members, other than those listed on Exhibit A hereto, and anyone claiming
15 through or on behalf of any of them, including, but not limited to, their predecessors, successors,
16 agents, representatives, attorneys, affiliates, heirs, executors, administrators, and assigns, shall be
17 deemed to have, and by operation of this Order and Final Judgment shall have completely
18 discharged, dismissed with prejudice, settled, relinquished, and released all of the Released Claims
19 (including, without limitation, Unknown Claims), against the Released Defendant Parties, regardless
20 of whether such Class Member executes and delivers a Proof of Claim and Release form, except that
21 claims relating to the enforcement of the Settlement shall not be released.

22 9. Upon the Effective Date hereof, and as provided in the Stipulation, each of the
23 Released Defendant Parties shall be deemed to have, and by operation of this Order and Final
24 Judgment shall have completely discharged, settled, relinquished, and released Plaintiffs, each and
25 all of the Class Members, and Plaintiffs' Counsel from all Settled Defendants' Released Claims, and
26 shall forever be enjoined from prosecuting such claims, except for claims relating to the enforcement
27 of the Settlement.

1 10. Upon the Effective Date hereof, and as provided in the Stipulation, Plaintiffs, each
2 and all of the Class Members, other than those listed on Exhibit A hereto, and anyone claiming
3 through or on behalf of any of them, including, but not limited to, their predecessors, agents,
4 representatives, attorneys, affiliates, heirs, executors, administrators, successors, and assigns, are
5 forever barred and enjoined from commencing, instituting, asserting, maintaining, enforcing,
6 prosecuting, or continuing to prosecute any action or proceeding in any forum (including, but not
7 limited to, any state or federal court of law or equity, any arbitral forum, any tribunal, administrative
8 forum, or the court of any foreign jurisdiction, or any other forum of any kind), any of the Released
9 Claims (including, without limitation, Unknown Claims), against any or all of the Released
10 Defendant Parties, regardless of whether such Class Member executes and delivers a Proof of Claim
11 and Release form, except that claims relating to the enforcement of the Settlement shall not be
12 released.

13 11. The terms of the Stipulation and of this Order and Final Judgment shall be forever
14 binding on Plaintiffs, all other Class Members (regardless of whether or not any individual Class
15 Member submits a Proof of Claim and Release or seeks or obtains a distribution from the Net
16 Settlement Fund), all Released Defendant Parties, as well as their respective heirs, executors,
17 administrators, predecessors, successors, and assigns.

18 12. The Escrow Agent shall maintain the Settlement Fund in accordance with the
19 requirements set forth in the Stipulation. No Released Defendant Party shall have any liability,
20 obligation, or responsibility whatsoever for the administration of the Settlement or disbursement of
21 the Net Settlement Fund.

22 13. The Notice of Proposed Settlement of Class and Derivative Action disseminated in
23 accordance with the Preliminary Approval Order dated January 17, 2020, was the best notice
24 practicable under the circumstances, to all Persons entitled to such notice, of those proceedings and
25 of the matters set forth therein, including the proposed Settlement set forth in the Stipulation. Said
26 notice fully satisfied the requirements of Rule 23 of the Nevada Rules of Civil Procedure, the
27 requirements of due process, and all other applicable law and rules.

1 14. Any plan of allocation submitted by Co-Lead Counsel or any order entered regarding
2 any attorneys' fee and expense application or reimbursement of time and expenses for Plaintiffs shall
3 in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

4 15. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations,
5 discussions, proceedings connected with it, nor any act performed or document executed pursuant to
6 or in furtherance of the Stipulation or the Settlement may: be construed as an admission or
7 concession by any of the Released Defendant Parties, any Plaintiff, any Class Member, or any other
8 Person, of the truth or lack of truth of any of the allegations in the Litigation; or be used in any way
9 as an admission, concession or evidence of the existence or the absence of any liability or damages
10 as to any claim alleged or asserted in the Litigation; or be otherwise used by any person in the
11 Litigation, or in any other action or proceeding, whether civil, criminal, or administrative, in any
12 court, administrative agency, or other tribunal, except in connection with any proceeding to enforce
13 the terms of the Stipulation. The Released Defendant Parties and/or Plaintiffs may file the
14 Stipulation of Settlement, the final Court approval of the Settlement, and/or the Final Judgment in
15 any action that may be brought against them in order to support a defense or counterclaim based
16 upon principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
17 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
18 counterclaim, or as necessary for the prosecution of any other litigation regarding the Merger.

19 16. Without affecting the finality of this Judgment in any way, this Court hereby retains
20 continuing exclusive jurisdiction over: (a) implementation of this Settlement and any award or
21 distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the
22 Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses and
23 interest in the Litigation; and (d) all Settling Parties hereto for the purpose of construing, enforcing,
24 and administering the Stipulation.

25 17. The Court finds that during the course of the Litigation, the Settling Parties and their
26 respective counsel at all times complied with the requirements of Nevada Rule of Civil Procedure
27 11.

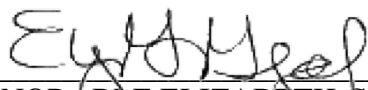
1 18. In the event that the Settlement does not become effective in accordance with the
2 terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement
3 Fund, or any portion thereof, is returned to the Defendants as required under the terms of the
4 Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in
5 accordance with the Stipulation and shall be vacated and, in such event, all orders entered and
6 releases delivered in connection herewith shall be null and void to the extent provided by and in
7 accordance with the Stipulation.

8 19. Without further approval from the Court, the Settling Parties are hereby authorized to
9 agree and to adopt such amendments or modifications of the Stipulation or any exhibits attached
10 thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Order and Final
11 Judgment; and (ii) do not materially limit the rights of Class Members in connection with the
12 Settlement. Without further order of the Court, the Settling Parties may agree to reasonable
13 extensions of time to carry out any of the provisions of the Stipulation.

14 20. The Court directs immediate entry of this Judgment by the Clerk of the Court.

15 IT IS SO ORDERED.

16 DATED: May 18, 2020



THE HONORABLE ELIZABETH GONZALEZ
EIGHTH JUDICIAL DISTRICT COURT

EXHIBIT A



PAO-EXCL00001



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MAR 04 2019

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Exclusion Cover Page

Case Name: Parametric Sound Corporation

Case Code: PAO

Exclusion Deadline: April, 1, 2019 (Postmark Date)

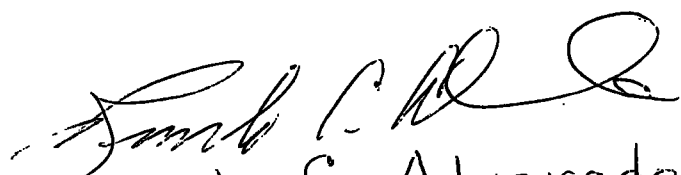
Name of Person Filing Exclusion: Ricardo C Alvarado

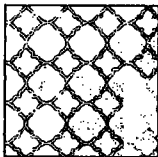
February 28, 2019

Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

Re: Parametric Sound Corp. Shareholders
Litigation; Lead Case No. A-13-686890-B

This is to request exclusion
from the above referenced
litigation.


Ricardo C. Alvarado



Mr. Ricardo Alvarado

SANTA ANA CA 926

28 FEB 2019 PM 9 L



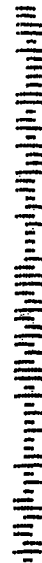
Attn: Parametree Sound Corp. Shareholders
Litigation
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA
94901

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MAR 04 2019

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94901-489625



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CLAIMS CENTER

PAO-EXCL00002


Exclusion Cover Page

Case Name: Parametric Sound Corporation

Case Code: PAO

Exclusion Deadline: April, 1, 2019 (Postmark Date)

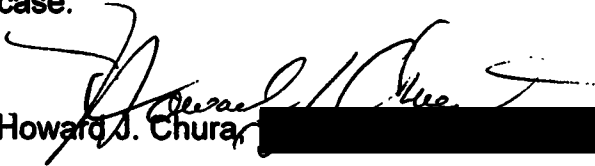

Name of Person Filing Exclusion: Howard J & Beverley H Chura

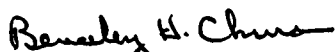


March 27, 2019

In re Parametric Sound Corporation Shareholder's Litigation, EXCLUSIONS
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
Sam Rafael, CA 94901

Re: Parametric Sound Corporation Shareholders' Litigation,
Lead Case No. A-13-686890-B

The undersigned hereby request to be excluded from the class in above referenced case.


Howard J. Chura, 


Beverley H. Chura, 



HOWARD CHURA



NOVA 220

28 MAR 2019 PM 3L



Parametric Sound Corporation Shareholders Litigation,
EXCLUSIONS

G/O Gilardi & Co. LLC

3301 Kerner Blvd.

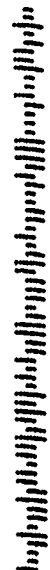
San Rafael, CA 94901

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 *PAO-EXCL00003*

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Exclusion Cover Page

Case Name: Parametric Sound Corporation

Case Code: PAO

Exclusion Deadline: April, 1, 2019 (Postmark Date)

Name of Person Filing Exclusion: Justin P Moreno

March 28, 2019

In re Parametric Sound Corporation Shareholders' Litigation
c/o Gilardi & Co. LLC
3301 Kerner Blvd.
San Rafael, CA 94901

Subject: **Request for Exclusion from being a member of the Class
In re Parametric Sound Corporation Shareholders' Litigation,
Lead Case No. A13-686890-B2**

To Notice Administrator,

I received a letter from the Eighth Judicial District Court in Clark County, Nevada regarding a class action lawsuit that is now pending "*In re Parametric Sound Corporation Shareholders' Litigation*, Lead Case No. A13-686890-B2".

I am **requesting exclusion** from being a member of the Classes in "*In re Parametric Sound Corporation Shareholders' Litigation*, Lead Case No. A13-686890-B2," so as not to be bound by these proceedings.

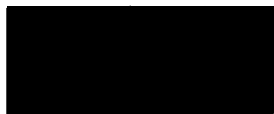
My personal contact information is noted below in my signature line.

If you have any questions or need anything else, please contact me.

Sincerely,



Justin P. Moreno



Attachments: Scottrade Transaction History for PBR



SANTA CLARITA CA 913

28 MAR 2019 PM 5:11



In re Parametric Sound Corp. Shareholders' Lit.

c/o GILARDI & CO., LLC

3301 KERNER BLVD.

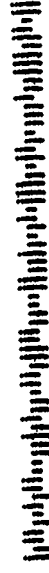
SAN RAFAEL, CA 94901

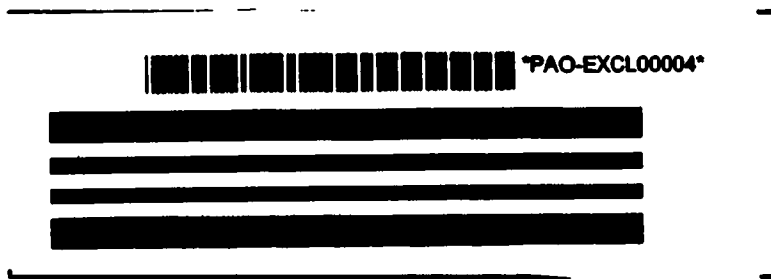
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Exclusion Cover Page

Case Name: Parametric Sound Corporation

Case Code: PAO

Exclusion Deadline: April, 1, 2019 (Postmark Date)

Name of Person Filing Exclusion: Jackie Lee Graziano

3/31/2019

Request to be excluded from the Class Action

Lead Case No. A-13 686890-B

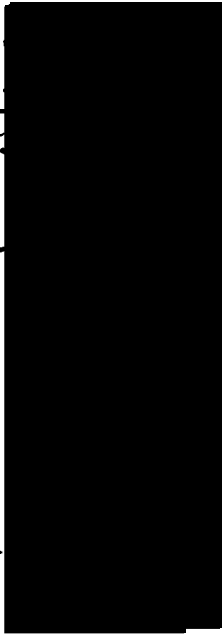
Dept. No XI

Class Action

Thank You

Jackie Lee Graziano

Jackie Graziano



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SAN DIEGO CA 920

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c/o Gillard & Co. LLC
3301 Kerner Blvd
San Rafael, Ca.
94901



94901-489625



PAO-EXCL00005

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Exclusion Cover Page

Case Name: Parametric Sound Corporation

Case Code: PAO

Exclusion Deadline: April, 1, 2019 (Postmark Date)

Name of Person Filing Exclusion: Elizabeth J Quesinberry

Mar. 31, 2019

To Whom It May Concern:

I am requesting to be
excluded from Class of
Parametric Sound Corp.
Shareholders' Litigation.
Lead Case No. A-13-686890-B

Thanks,
Elizabeth J. Levinberry

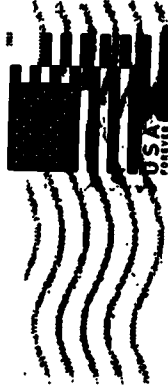




Elizabeth Questberg

ATLANTA MEMO 300

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Parametric Sound Corp.
Shareholders' Litigation
c/o Gilardi & Co PLLC
3301 Kerner Blvd.
San Rafael, CA 94901

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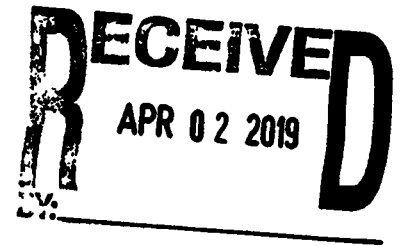
PAO-EXCL00006

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Exclusion Cover Page

Case Name: Parametric Sound Corporation

Case Code: PAO

Exclusion Deadline: April, 1, 2019 (Postmark Date)

**Name of Person Filing Exclusion: Gail M Buchanan
Scottrade Inc Cust FBO**

From:

Scottrade Inc. Cust. FBO Gail Buchanan



To:

In re Parametric Sound Corporation Shareholders' Litigation EXCLUSIONS

c/o Gilardi & Co. LLC

3301 Kerner Blvd.

San Rafael, CA 94901

March 29, 2019

To whom it may concern:

Please accept my request to be EXCLUDED from the class action lawsuit:

In re Parametric Sound Corporation Shareholder's Litigation,

Lead Case No. A-13-686890-B

Thank you,



Gail M. Buchanan



Gail M. Buchanan



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In re Parametric Sound Corporation Shareholders' Litigation
EXCLUSIONS % Gilardi & Co. LLC

3301 Kerner Blvd.
San Rafael, CA 94901

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Exclusion Cover Page

Case Name: Parametric Sound Corporation Shareholders' Litigation

Case Code: P3S

Exclusion Deadline: May 4, 2020 (Received Date)

Name of Person Filing Exclusion:

P3S-EXCL00001: IceRose Capital Management, LLC

P3S-EXCL00002: Robert Masterson

P3S-EXCL00003: Richard T. Santulli

P3S-EXCL00004: Marcia Patricof

P3S-EXCL00005: Alan and Anne Goldberg

P3S-EXCL00006: Barry L. Weisbord

P3S-EXCL00007: Ronald and Muriel Etkin

LEVI&KORSINSKY LLP

55 Broadway, 10th Floor
New York, New York 10006
T: 212-363-7500
F: 212-363-7171
www.zlk.com

Adam Apton
aapton@zlk.com

April 22, 2020

**VIA FIRST-CLASS MAIL &
ELECTRONIC MAIL**

Parametric Settlement
c/o Gilardi & Co. LLC
Claims Administrator
EXCLUSIONS
3301 Kerner Blvd.
San Rafael, CA 94901
E: info@parametricshareholderlitigation.com

Re: *In re Parametric Sound Corporation Shareholders' Litigation*
Lead Case No. A-13-686890-B

Dear Sir/Madam:

I represent the following class members in connection with the above-referenced litigation: IceRose Capital Management, LLC; Robert Masterson; Richard T. Santulli; Marcia Patricof; Alan and Anne Goldberg; Barry L. Weisbord; and Ronald and Muriel Etkin. These class members request exclusion from the Class in the Parametric Settlement.¹

These class members held the following amounts of shares of Parametric common stock as of January 15, 2014:

Class Member	Shares
IceRose Capital Management, LLC	362,496
Robert Masterson	154,000
Richard T. Santulli	85,000
Marcia Patricof	47,500
Alan and Anne Goldberg	10,250
Barry L. Weisbord	5,000
Ronald and Muriel Etkin	7,000

These shareholders have assigned their interests in claims arising from the ownership of Parametric common stock to an entity created for the purposes of opting out of the above-

¹ Unless otherwise stated, all terms have the meanings given to them in the Notice of Proposed Settlement of Class and Derivative Action dated January 17, 2020.

referenced litigation and pursuing claims independently. Accordingly, that entity, PAMTP LLC, also excludes itself from the Class in the Parametric Settlement.

Please advise immediately if any additional information is necessary in connection with the foregoing. Any attempt to communicate with these class members and/or PAMTP LLC should be directed towards the undersigned.

Sincerely,

Levi & Korsinsky, LLP

By:

A handwritten signature in black ink, appearing to read 'Adam M. Apton', is written over a horizontal line.

Adam M. Apton

cc: (via email)
David Knotts
John P. Stigi III
Joshua D. N. Hess

ORIGIN ID:ZRZA (202) 524-4290
ADAM M. APTON, ESQ.
LEVI & KORSINSKY, LLP
1101 30TH ST. NW
SUITE 115
WASHINGTON, DC 20007
UNITED STATES US

SHIP DATE: 22APR20
ACTWGT: 1.00 LB
CAD: 102713240/NET4220

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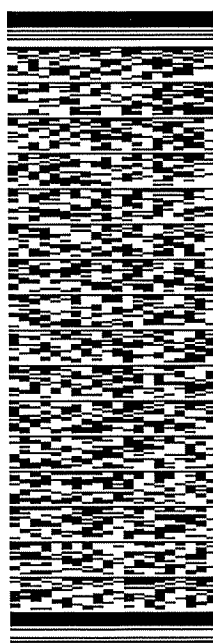
TO CLAIMS ADMINISTRATOR; EXCLUSIONS

GILARDI & CO. LLC.
3301 KERNER BLVD.

SAN RAFAEL CA 94901

(202) 524-4290 REF: PARAMETRIC
INV. PO. DEPT:

56B,J4/7B3A/FE4A

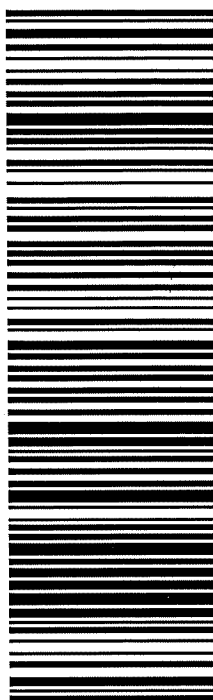


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APR 23 2020

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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

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