

the sales of such common stock. It will also depend on the number of valid claim forms that members of the Class submit and the amount of such claims. Assuming that all of the investors who purchased Rubicon common stock pursuant to the March 2014 Offering, and suffered damages participate in this Settlement, Lead Counsel estimate that the estimated average distribution will be approximately \$0.87 per share of Rubicon common stock before the deduction of Court-approved fees and expenses, as described in Question 17 below, and the cost of notice and claims administration. Historically, less than all eligible investors submit claims, resulting in higher average distributions per share.

Statement of Potential Outcome of Case

Defendants disagree with Lead Plaintiff on the potential liability of Defendants and on the average amount of damages per share, if any, that would be recoverable if Lead Plaintiff were to prevail on each claim alleged. Defendants deny that they are liable in any respect or that Lead Plaintiff suffered any injury. The issues on which the parties disagree include, but are not limited to: (1) whether the Registration Statement contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading; (2) the amount of inflation, if any, caused by the alleged misstatements and omissions; (3) the extent to which external factors, such as general market and industry conditions, influenced the trading price of Rubicon common stock; (4) the amount of damages, if any, caused by the alleged misstatements and omissions; (5) whether the individual defendants acted as controlling persons within the meaning of Section 15 of the Securities Act; (6) whether any affirmative defenses may apply; and (7) whether a class should have been certified for purposes other than the Settlement.

Fees and Expenses

At the Settlement Hearing, Lead Counsel will request the Court award attorneys' fees of 33% of the Settlement Fund, plus payment of expenses not to exceed \$50,000, which were incurred in connection with the Action, plus interest earned on both amounts. Since the Action's inception, Lead Counsel have expended considerable time and effort in the prosecution of this litigation on a contingent fee basis and advanced the expenses of the litigation in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In this type of litigation it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees. If the amounts requested are awarded by the Court, the average cost per share of Rubicon common stock will be \$0.30. This compensation will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. To date, Lead Counsel have not received any payment for their services in conducting the litigation nor have counsel been paid for their expenses in prosecuting the Action.

Further Information

For further information regarding the Action, this Notice or to review the Settlement Agreement, please contact the Claims Administrator toll-free at 1-844-887-8767, or www.rubiconsecuritieslitigation.com.

You may also contact a representative of Lead Counsel for the Class: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 1-800-449-4900.

Reasons for the Settlement

The principal reason for the Settlement is the benefit to be provided to the Class now. This benefit must be compared to the risk that no recovery might be achieved after continued litigation, including Defendants' anticipated motion(s) to dismiss, summary judgment motion(s) after the completion of discovery, a contested trial, and likely appeals, possibly years into the future. The two sides vigorously disagree on both liability and the amount of money that could have been won if Lead Plaintiff prevailed at trial. Defendants expressly deny all of the claims and allegations of wrongdoing or liability made against them arising out of any of the conduct, statements, acts, or omissions alleged in the Complaint. Defendants also maintain that they have meritorious defenses and deny that Lead Plaintiff and the Class have suffered any harm or losses attributable to Defendants' actions. In comparison, Lead Plaintiff and Lead Counsel believe that the \$2.5 million Settlement represents a substantial benefit to the Class and is preferable to the risks of continued litigation and the possibility of a smaller, or no recovery at some future date years into the future after continued litigation, including a trial and appeals.

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased Rubicon common stock pursuant to the Company's March 2014 Offering.

The Court directed that this Notice be sent to Class Members because they have a right to know about the proposed Settlement of this 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 after objections and appeals, if any, are resolved, the Claims Administrator appointed by the Court will make the payments provided for in the Settlement.

This Notice explains the class action lawsuit, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Action is the United States District Court for the Northern District of Illinois, and the case is known as *Firerock Global Opportunity Fund LP v. Rubicon Technology, Inc., et al.*, Case No. 1:15-cv-03813. The case has been assigned to the Honorable Manish S. Shah. The institutional fund representing the Class, Firerock Global Opportunity

Fund LP, is the “Lead Plaintiff,” and the companies and the persons it sued and who have now settled are called the Defendants.¹

2. What is this lawsuit about?

This litigation began on April 30, 2015, when a class action complaint was filed alleging violations by Defendants of Sections 11, 12(a)(2), and 15 of the Securities Act of 1933 (“Securities Act”). On July 15, 2015, the Court appointed Firerock Global Opportunity Fund LP as Lead Plaintiff and the law firms of Robbins Geller Rudman & Dowd LLP and Abraham, Fruchter & Twersky, LLP as Lead Counsel.

On July 31, 2015, Lead Plaintiff filed the Amended Complaint for Violation of the Federal Securities Laws (“Amended Complaint”) that generally alleges, among other things, that the Registration Statement, which became effective 12 days before the end of the first quarter of 2014, failed to disclose material information necessary to make the statements made not misleading and failed to disclose material trends, events, and uncertainties that were known to management and were reasonably expected to have a material impact on the Company’s income from continuing operations, as required by Item 303 of SEC Regulation S-K. In particular, Lead Plaintiff further alleges that the Registration Statement, by incorporating SEC filings that reflected trends of shrinking losses and costs, failed to disclose that these trends had reversed during the first quarter of 2014. Lead Plaintiff further alleges that the Registration Statement failed to disclose significant development costs and risks associated with Rubicon’s new and highly touted “PSS” product and also failed to disclose that the Company was selling certain products at or below cost, which would result in a material inventory write-off. Finally, Lead Plaintiff alleges that the “risk factors” in the Registration Statement regarding costs, inventory write-offs, and the PSS product were false and misleading because they only warned of what might occur if certain contingencies were met; they did not make clear that such contingencies had, in fact, already manifested. Lead Plaintiff alleges that Defendants’ allegedly false and misleading statements and omissions artificially inflated the price of Rubicon common stock and when the truth was eventually disclosed, resulted in substantial damages to the Class.

Defendants deny each and all of the claims and contentions alleged by Lead Plaintiff in the litigation. Defendants contend that they did not make any false or misleading statement, that they disclosed all information required to be disclosed by the federal securities laws, and that any omitted or misstated information was not material. Defendants also contend that any losses suffered by members of the Class were not caused by any false or misleading statements by Defendants and/or were caused by intervening events.

Defendants anticipated filing a motion to dismiss the Amended Complaint. On August 28, 2015, however, the Settling Parties requested a stay of the motion to dismiss briefing schedule to allow the Settling Parties sufficient time to pursue mediation, which the Court granted on August 31, 2015. The Settling Parties participated in a full-day mediation session, as well as numerous follow up communications, with well-respected mediator Hunter R. Hughes, Esq., who has extensive experience mediating complex class action cases such as this Action. The mediation included the exchange of mediation statements prepared by Lead Plaintiff and Defendants. These mediation statements detailed the parties’ respective arguments concerning liability and damages. Leading up to and during the mediation, the parties had substantial communications with the mediator and with each other regarding their respective views of the merits of the Action. The Settling Parties did not reach an agreement at the end of the mediation. After additional communications between Mr. Hughes and the Settling Parties, the Settling Parties ultimately agreed to an agreement-in-principle to settle the Action based upon a Mediator’s Proposal issued by Mr. Hughes. After further negotiations, the Settling Parties agreed to the Settlement Agreement.

3. Why is this a class action?

In a class action, one or more people called the plaintiff sues on behalf of people who have similar claims. All of the people with similar claims are referred to as a class or class members. One court resolves the issues for all class members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court did not decide in favor of the Defendants or of the Class. Instead, both sides agreed to the Settlement to avoid the risks and cost of further litigation, and Lead Plaintiff agreed to the Settlement in order to ensure that Class Members will receive compensation. Continuing to litigate the case would require all parties to expend substantial resources. If the litigation continued, both sides would engage in extensive and time-consuming litigation concerning discovery, motions to dismiss, summary judgment, trial, and likely appeals. Lead Plaintiff and Lead Counsel believe the Settlement is in the best interest of all Class Members in light of the possibility that continued litigation could result in no recovery at all or a recovery substantially diluted by the expense of continued litigation.

¹ Rubicon, Raja M. Parvez, William F. Weissman, Don N. Aquilano, Donald R. Caldwell, Michael E. Mikolajczyk, Raymond J. Spencer, Canaccord Genuity Inc. (“Canaccord”), and D.A. Davidson & Co. (“D.A. Davidson”).

WHO IS IN THE SETTLEMENT

To see if you will get money from this Settlement, you first have to evaluate if you are a Class Member.

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

The Court directed that everyone who fits this description is a Class Member: **all persons who purchased the common stock of Rubicon pursuant to the Company's public offering on or about March 19, 2014**, except those persons and entities that are excluded, as described below.

6. Are there exceptions to being included?

Excluded from the Class are Defendants, the officers and directors of Rubicon, Canaccord and D.A. Davidson, members of the immediate families of the Individual Defendants, any person, firm, trust, corporation or other entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party. Also excluded from the Class are those Persons who timely and validly exclude themselves therefrom.

If one of your mutual funds own Rubicon common stock, that alone does not make you a Class Member. You are a Class Member only if you purchased Rubicon common stock pursuant to the Company's March 2014 Offering.

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 toll-free at 1-844-887-8767, or you can fill out and return the Proof of Claim enclosed with this Notice package, to see if you qualify. You can also call Rick Nelson, a representative of Lead Counsel, at 1-800-449-4900. You can also contact your broker to see if you have purchased Rubicon common stock pursuant to the Company's March 2014 Offering.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the Settlement provide?

In exchange for the Settlement and dismissal of the Action, Defendants have agreed that a payment of \$2.5 million will be made by Defendants (or on their behalf) to be divided, after taxes, notice and class administration costs, fees, and expenses, among all Class Members who send in a valid Proof of Claim.

9. How much will my payment be?

Your share of the fund will depend on the number of shares of Rubicon common stock represented by valid claim forms that members of the Class send in and the amount of those claims, how many shares of Rubicon common stock you held, and when you bought and sold them. A claim will be calculated as follows:

The Settlement Fund less taxes, notice and administration costs, attorneys' fees, and litigation expenses ("Net Settlement Fund") will be distributed to Class Members who submit valid, timely Proofs of Claim ("Claimants") under the Plan of Allocation described below. The Plan of Allocation provides that Claimants will be eligible to participate in the distribution of the Net Settlement Fund only if Claimants have a net investment loss on all transactions in Rubicon common stock.

To the extent there are sufficient funds in the Net Settlement Fund, each Claimant will receive an amount equal to the Claimant's "claim," as defined below. If, however (and as is more likely), the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Claimant, then each Claimant shall be paid the percentage of the Net Settlement Fund that each Claimant's claim bears to the total of the claims of all Claimants. Payment in this manner shall be deemed conclusive against all Claimants.

The Plan of Allocation has been prepared by Lead Plaintiff and Lead Counsel with the assistance of a damages consultant. Defendants do not agree with the characterization that any damages were suffered by Lead Plaintiff or the Class.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

Claims for the March 2014 Public Offering CUSIP: 78112T107

Public Offering Price:	\$13.00 per share
Closing Price on the date the lawsuit was filed ² :	\$3.84 per share

For shares of Rubicon common stock purchased at \$13.00 **pursuant to** the Company's March 2014 Offering, and:

- 1) sold prior to April 30, 2015, the claim per share is \$13.00 per share less the sales price per share.

² The first class action complaint was filed on April 30, 2015.

- 2) retained at the close of trading on April 29, 2015 or sold on or after April 30, 2015, the claim per share is the lesser of (i) \$13.00 less the sales price per share, or (ii) \$13.00 less \$3.84.

Only shares of Rubicon common stock which were purchased in the Company's March 2014 Offering on or about March 19, 2014, at \$13.00 per share are eligible for consideration in this Settlement. Shares of Rubicon common stock purchased on the open market during that period which were not purchased pursuant to the Company's March 2014 Offering at \$13.00 per share are not part of the Class and are not eligible to receive any distribution.

For Class Members who held Rubicon common stock on March 18, 2014, or made multiple sales of Rubicon common stock purchased pursuant to the March 2014 Offering, the First-In, First-Out ("FIFO") method will be applied to such holdings, purchases, and sales for purposes of calculating a claim. Under the FIFO method, sales of Rubicon common stock will be matched in chronological order, first against those shares of Rubicon common stock held at the close of trading on March 18, 2014. The remaining sales of Rubicon common stock will then be matched in chronological order, against Rubicon common stock purchased in the March 2014 Offering.

Investment gains achieved in connection with transactions in Rubicon common stock will be offset against losses suffered in connection with transactions in Rubicon common stock in calculating Claimants' investment losses. Although short sales will have no recognized loss under the Plan of Allocation, any recognized gain attributable to such short sales will be used to offset recognized losses from other transactions. Furthermore, market gains or losses attributable to short sales will be calculated as part of the market gain or loss calculation.

Rubicon common stock acquired by means of a gift, inheritance, or operation of law shall only be considered if the shares in question were issued pursuant to, the Registration Statement utilized in Rubicon's March 2014 Offering by the donor, decedent, or transferor, and the donor, decedent, or transferor does not submit a claim form with respect to the shares. In such instances, the recipient must provide documentation of the original purchase in addition to the transfer.

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

Payment pursuant to the Plan of Allocation shall be conclusive against all Claimants. No Person shall have any claim against Lead Plaintiff, Lead Plaintiff's counsel, the Claims Administrator, Defendants and their Related Persons, or any Person designated by Lead Counsel based on distributions made substantially in accordance with the Settlement Agreement and the Settlement contained therein, the Plan of Allocation, or further order(s) of the Court. No Class Member shall have any claim against Defendants for any Released Claims. All Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Settlement Agreement, including the terms of any judgment entered and the releases given.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How can I get a payment?

To qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at www.rubiconsecuritieslitigation.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and mail or submit it online so that it is postmarked or received no later than **May 17, 2016**. The claim form may be submitted online at www.rubiconsecuritieslitigation.com.

11. When would I get my payment?

The Court will hold a Settlement Hearing on May 20, 2016, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain how these appeals will be resolved, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

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

Unless you exclude yourself, you will remain a Class Member, and that means that, if the Settlement is approved, you will release all "Released Claims" against Defendants and their Related Persons (as defined below):

- "Released Claims" means any and all claims, causes of action, rights, actions, suits, obligations, debts, demands, judgments, agreements, promises, liabilities, damages, losses, controversies, costs, expenses or attorney fees, of every nature and description whatsoever that were, may have been, or could have been asserted in the Action and whether direct or indirect, now known or unknown, fixed or contingent, suspected or unsuspected, whether or not concealed or hidden, accrued or unaccrued, liquidated or unliquidated, in law or in equity, whether having arisen or yet to arise, including, without limitation, "Unknown Claims" as defined below, and any claims of violations of federal or state securities laws and any federal or state claims of fraud, intentional misrepresentation, negligent misrepresentation, negligence, gross negligence, breach of fiduciary duty, or violations of any state or federal statutes, rules, or regulations that have been or could have been alleged or asserted now or in the future by Lead Plaintiff or any Class Member against Defendants or any of them or any of the Released Persons in this Action or in any other court action or before any administrative body, tribunal, arbitration panel, or other adjudicatory body, arising out of, relating to, or in connection with both a Class Member's legal or beneficial acquisition of Rubicon's common stock pursuant to the Company's March 2014 Offering and any acts, facts, transactions, events, occurrences, representations, disclosures, nondisclosures,

statements, omissions, allegations, practices, claims, or failures to act that were, may have been, or could have been alleged, set forth, claimed, or referred to in the Action or the subject matter of the Action.

- “Related Persons” means, with respect to Defendants, each and all of their respective present or former parents, subsidiaries, affiliates, successors, and assigns, and each and all of their respective present or former officers, directors, employees, employers, attorneys, accountants, financial advisors, commercial bank lenders, insurers, reinsurers, investment bankers, representatives, general and limited partners and partnerships, heirs, executors, administrators, successors, affiliates, agents, spouses, associates, and assigns of each of them or any trust of which any Defendant and/or their Related Persons is the settlor or which is for the benefit of any Defendant and/or their Related Persons and/or member(s) of his or her family and any entity in which any such Defendant and/or their Related Persons has a controlling interest.
- “Unknown Claims” means all claims that fall within the above definition of Released Claims which Lead Plaintiff or any Class Member 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, might have affected his, her, or its settlement with and release of the Released Persons, or might have affected his, her, or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived to the fullest extent permitted by law the provisions, rights, and benefits of California Civil Code §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 Plaintiff shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived 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 §1542. Lead Plaintiff and Class Members 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 Plaintiff shall expressly, and each Class Member, 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, whether or not previously or currently asserted in any action. Lead Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential term of the Settlement of which this release is a part.

If you remain a member of the 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 the right to sue one or more of the Defendants and the other Released Persons, on your own, about the legal issues in this case, then you must take steps to remove yourself from the Settlement. This is called excluding yourself – or is sometimes referred to as “opting out.”

13. How do I get out of the proposed Settlement?

To exclude yourself from the Class, you must send a letter by First-Class Mail stating that you “request exclusion from the Class in the *Rubicon Securities Litigation*.” Please include in your letter the date(s), price(s), and number(s) of all purchases of Rubicon common stock pursuant to the March 2014 Offering. In addition, you must include your name, address, telephone number, and your signature. You must submit your exclusion request **postmarked no later than April 18, 2016** to:

Rubicon Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

If you ask to be excluded, you will not get any 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 the Defendants and the other Released Persons in the future.

14. If I do not exclude myself, can I sue the Defendants and the other Released Persons for the same thing later?

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Persons for any and all Released Claims. If you have a pending lawsuit against the Released Persons speak to your lawyer in that case immediately. You must exclude yourself from this Action to continue your own lawsuit. Remember, the exclusion deadline is April 18, 2016.

15. If I exclude myself, can I get money from the proposed Settlement?

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

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court ordered that the law firms of Robbins Geller Rudman & Dowd LLP and Abraham, Fruchter & Twersky, LLP represent the Class Members, including you. These lawyers are called Lead Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Lead Counsel are moving the Court to award attorneys' fees in an amount of thirty-three percent (33%) of the Settlement Fund and for expenses in an amount not to exceed \$50,000, which were incurred in connection with the Action, plus interest earned on both amounts. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

If you are a member of the Class (and you have not excluded yourself), you can object to the proposed Settlement. You can give reasons why you think the Court should not approve the Settlement, the Plan of Allocation, or the request for attorneys' fees and expenses. The Court will consider your views. To object, you must send a signed letter saying that you object to the proposed Settlement in *Rubicon Securities Litigation*. Your letter must include your name, address, telephone number, and your original signature (no copies). You must also include the number of shares of Rubicon common stock you purchased or sold pursuant to the March 2014 Offering and a statement of the reasons for your objection. Mail the objection such that it is **received** by each of the following **no later than April 18, 2016**:

COURT

Clerk of the Court
United States District Court
Northern District of Illinois
Everett McKinley Dirksen
United States Courthouse
219 South Dearborn Street
Chicago, IL 60604

LEAD COUNSEL

ROBBINS GELLER RUDMAN
& DOWD LLP
Jeffrey D. Light
655 West Broadway, Suite 1900
San Diego, CA 92101

ABRAHAM, FRUCHTER &
TWERSKY, LLP
Jack G. Fruchter
One Penn Plaza, Suite 2805
New York, NY 10119

DEFENDANTS' COUNSEL

SIDLEY AUSTIN LLP
David A. Gordon
One South Dearborn Street
Chicago, IL 60603

WILMER CUTLER
PICKERING HALE
AND DORR LLP
John F. Batter, III
60 State Street
Boston, MA 02109

19. 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 Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a settlement hearing at **10:30 a.m., on May 20, 2016**, at the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, Courtroom 1719, 219 South Dearborn Street, Chicago, IL 60604 (the "Settlement Hearing"). At the hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also decide whether to approve the Plan of Allocation and the payment of fees, costs, and expenses to Lead Counsel. We do not know how long these decisions will take.

21. 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 mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

22. May I speak at the hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 18 above) a statement saying that it is your "Notice of Intention to Appear in the *Rubicon Securities Litigation*." Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses and 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. You cannot speak at the hearing if you excluded yourself.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against the Released Persons about the legal issues in this case, ever again.

GETTING MORE INFORMATION

24. Are there more details about the proposed Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement dated January 15, 2016 (the "Settlement Agreement"). You can get a copy of the Settlement Agreement and obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-844-887-8767. In addition, certain settlement related documents, including the Settlement Agreement, may be viewed at www.rubiconsecuritieslitigation.com. You may also contact a representative of Lead Counsel: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900.

25. How do I get more information?

For even more detailed information concerning the matters involved in this Action, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court and to the other papers filed in the Action, which may be inspected at the Office of the Clerk of the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, during regular business hours. For a fee, all papers filed in this Action are available at www.pacer.gov.

SPECIAL NOTICE TO BANKS, BROKERS AND OTHER NOMINEES

If you purchased Rubicon common stock pursuant to the Company's March 2014 Offering for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased such common stock, or (b) request additional copies of this Notice and the Proof of Claim, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim directly to the beneficial owners of the common stock referred to herein. If you choose to follow alternative procedure (b), the Court has requested that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Rubicon Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040
(1-844-887-8767)
www.rubiconsecuritieslitigation.com

Dated: January 28, 2016

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