

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

	:	Civil Action No.: 07-CV-00312-GBD
IN RE CELESTICA INC. SEC. LITIG.	:	(ECF CASE)
	:	Hon. George B. Daniels

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND  
MOTION FOR ATTORNEYS' FEES AND EXPENSES**

**If you purchased or acquired Celestica Inc. common stock on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive (the "Class Period"), and were damaged thereby, you may be entitled to a payment from a class action settlement.**

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

The purpose of this Notice is to inform you of the pendency of this class action (the "Action"), the proposed Settlement of the Action, and the hearing to be held by the Court to consider: (i) whether the Settlement should be approved; (ii) the application of Class Counsel for attorneys' fees and expenses; and (iii) whether the proposed Plan of Allocation for the Settlement proceeds should be approved (the "Settlement Hearing").<sup>1</sup> This Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement or wish to be excluded from the Class (defined below).

- If approved by the Court, the Settlement will create a \$30 million (in U.S. dollars) cash settlement fund for the benefit of eligible investors, less any attorneys' fees and litigation expenses awarded by the Court (see page 6 below) and Notice and Administration Expenses.
- The Settlement resolves claims by New Orleans Employees' Retirement System ("New Orleans") and Drywall Acoustic Lathing and Insulation Local 675 Pension Fund ("DALI") (collectively, "Class Representatives") that have been asserted on behalf of Lead Plaintiffs (defined below) and the Class against Celestica Inc. ("Celestica"), Stephen W. Delaney ("Delaney"), and Anthony P. Puppi ("Puppi") (collectively, "Defendants"); avoids the costs and risks of continuing the litigation; pays money to investors like you; and releases the Released Defendant Parties (defined below) from liability.
- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY SEPTEMBER 17, 2015</b>	The only way to get a payment. See Section D for details.
<b>EXCLUDE YOURSELF BY JULY 7, 2015</b>	Get no payment. This is the only option that, assuming your claim is timely brought, might enable you to ever bring or be part of any <u>other</u> lawsuit about the Released Claims (defined below) against Defendants and the other Released Defendant Parties. See Section E for details.
<b>OBJECT BY JULY 7, 2015</b>	Write to the Court about why you do not like the Settlement, the proposed Plan of Allocation, and/or the request for attorneys' fees and expenses. You will still be a member of the Class. See Section G for details.
<b>GO TO A HEARING ON JULY 28, 2015</b>	Ask to speak in Court about the Settlement at the Settlement Hearing.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after appeals, if any, are resolved. Please be patient.

<sup>1</sup> All capitalized terms used in this Notice are defined in the Stipulation and Agreement of Settlement (the "Stipulation"), dated as of April 17, 2015.

## SUMMARY OF THIS NOTICE

### **(a) Statement of Plaintiffs' Recovery**

Pursuant to this proposed Settlement, a Settlement Fund consisting of \$30 million in cash, including any accrued interest, has been established. Based on Class Representatives' consulting expert's estimate of the number of shares of common stock entitled to participate in the Settlement, and assuming that all such shares entitled to participate do so, Class Representatives' consulting expert estimates that the average recovery per allegedly damaged share of Celestica common stock would be approximately \$0.27 per share, before deduction of Court-approved expenses, such as attorneys' fees and expenses and administrative costs, and approximately \$0.17 per share after the deduction of the attorneys' fees and expenses discussed below.<sup>2</sup> A Class Member's actual recovery will be a portion of the Net Settlement Fund (defined below), determined by comparing his, her, or its "Recognized Loss" to the total Recognized Losses of all Class Members who submit acceptable Proofs of Claim. An individual Class Member's actual recovery will depend on, for example: (i) the total number of claims submitted; (ii) when the Class Member purchased or acquired the common stock of Celestica during the Class Period; (iii) the purchase price paid; and (iv) whether the shares were held at the end of the Class Period or sold (and, if sold, when they were sold and the amount received). See the Plan of Allocation beginning on page 11 for information on your Recognized Loss.

### **(b) Statement of Potential Outcome if the Action Continued to Be Litigated**

The Parties disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if Class Representatives were to prevail on each claim alleged. The issues on which the Parties disagree include, but are not limited to: (i) whether Defendants made any material misstatements or omissions; (ii) whether any Defendant acted with the required state of mind; (iii) the extent to which the various matters that Class Representatives alleged were false and misleading inflated (if at all) the trading price of Celestica common stock at various times during the Class Period; (iv) whether any purchaser or acquirer of Celestica common stock has suffered damages as a result of the alleged misstatements and omissions in Celestica's public statements; (v) the extent of such damages, assuming they exist, including the appropriate economic models and methodologies for measuring damages; and (vi) the extent to which confounding news and/or external factors, such as general market and industry conditions, influenced the trading price of Celestica common stock at various times during the Class Period.

Defendants have denied and continue to deny any wrongdoing, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Class Representatives and the Class have suffered any loss attributable to Defendants' actions. While Class Representatives believe that they have meritorious claims, they recognize that there are significant obstacles in the way to recovery.

### **(c) Statement of Attorneys' Fees and Litigation Expenses Sought**

Labaton Sucharow LLP ("Class Counsel") intends to make a motion, on behalf of Plaintiffs' Counsel, asking the Court to award attorneys' fees not to exceed 30% of the Settlement Fund, which will include accrued interest, and to approve the payment of litigation expenses incurred in prosecuting the Action in an amount not to exceed \$2 million, plus any interest on such amount at the same rate and for the same period as earned by the Settlement Fund ("Fee and Expense Application"). Class Counsel's Fee and Expense Application may include a request for an award to Class Representatives for reimbursement of their reasonable costs and expenses, including lost wages, directly related to their representation of the Class, pursuant to the Private Securities Litigation Reform Act of 1995 (the "PSLRA") in an amount not to exceed \$30,000.

If the Court approves the Fee and Expense Application, the average cost per allegedly damaged share of Celestica common stock for such fees and expenses would be approximately \$0.10 per share. The average cost per damaged share will vary depending on the number of acceptable claims submitted. Class Counsel has expended considerable time and effort in the prosecution of this litigation without receiving any payment, and has advanced the expenses of the litigation, such as the cost of experts, in the expectation that if it were successful in obtaining a recovery for the Class it 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 recovered as attorneys' fees.

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<sup>2</sup> An allegedly damaged share might have been traded more than once during the Class Period, and the indicated average recovery is calculated based on the damage allegedly incurred for each purchase of such share.

**(d) Further Information**

Further information regarding this Action and this Notice may be obtained by contacting the Claims Administrator: *In re Celestica Inc. Securities Litigation*, c/o GCG, P.O. Box 10180, Dublin, OH 43017-3180, 888-345-0866, [www.celesticasecuritieslitigation.com](http://www.celesticasecuritieslitigation.com); or Class Counsel: Labaton Sucharow LLP, (888) 219-6877, [www.labaton.com](http://www.labaton.com), [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com).

**DO NOT CALL THE COURT WITH QUESTIONS ABOUT THE SETTLEMENT**

**(e) Reasons for the Settlement**

For Class Representatives, the principal reason for the Settlement is the immediate benefit to the Class. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and likely appeals, possibly years into the future.

For Defendants, who deny and continue to deny all allegations of wrongdoing or liability whatsoever, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty, and distraction of further litigation.

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**A. BASIC INFORMATION**

**1. Why did I get this Notice?**

You or someone in your family may have purchased or acquired the common stock of Celestica on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive.

The Court in charge of the case is the United States District Court for the Southern District of New York. The lawsuit is known as *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312-GBD and is assigned to the Honorable George B. Daniels. The people who have sued are called plaintiffs, and the companies and persons they have sued are called defendants. Class Representatives in the Action, DALI and New Orleans, represent the Class. Defendants are Celestica, Stephen W. Delaney, and Anthony P. Puppi.

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. The Court will review the Settlement at a Settlement Hearing on **July 28, 2015**, at the United States District Court for the Southern District of New York in the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 11A, New York, NY 10007 at 10:00 a.m. If the Court approves the Settlement, and after any objections and appeals are resolved, a claims administrator appointed by the Court will make the payments that the Settlement allows.

This Notice and Proof of Claim and Release explain the Action, the Settlement, Class Members' legal rights, what benefits are available, who is eligible for them, and how to get them.

**2. What is this lawsuit about and what has happened so far?**

This Action was commenced in January of 2007 by the filing of several securities class action complaints alleging that Defendants violated the federal securities laws. The actions were consolidated into this Action by Order dated October 11, 2007. By the same Order, the Court appointed DALI and New Orleans along with Carpenters Local 27 Benefit Trust Funds ("Carpenters Local 27") and Millwright Regional Council of Ontario Pension Trust Fund ("Millwright") as lead plaintiffs (collectively, "Lead Plaintiffs") and approved Lead Plaintiffs' selection of Labaton Sucharow & Rudoff LLP (n/k/a Labaton Sucharow LLP) as lead counsel to represent the proposed class.<sup>3</sup>

<sup>3</sup> Three parallel class actions were also filed in the Ontario Superior Court of Justice on behalf of persons or entities that acquired Celestica common stock either by a primary distribution in Canada or on the Toronto Stock Exchange or other secondary market in Canada between January 27, 2005 through January 30, 2007, inclusive, and held some or all of those shares at the close of trading on the Toronto Stock Exchange on January 30, 2007. These cases are entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc.*, Court File No. 11-CV-4240069-00CP, *Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, and *Nabil Berzi v. Celestica Inc., et al.*, Court File No. CV 08 361468-00CP. These cases are not part of the proposed Settlement.

On November 21, 2007, the Consolidated Amended Class Action Complaint (the "Complaint") was filed. The Complaint was brought against Defendants Celestica, Delaney and Puppi, as well as Onex Corporation and Gerald W. Schwartz ("Former Defendants"). The Complaint alleges, among other things, that Defendants and Former Defendants violated Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by making false and misleading statements during the Class Period regarding Celestica's financial condition; the adequacy of Celestica's internal financial and reporting controls; and the success and status of Celestica's operating restructuring in its Mexico facilities. The Complaint further alleges that Class Members purchased or acquired Celestica common stock during the Class Period at artificially inflated prices and were damaged thereby.

On March 14, 2008, Defendants filed motions to dismiss the Complaint, which Lead Plaintiffs opposed on May 9, 2008. On October 14, 2010, the Court granted Defendants' motions to dismiss in their entirety. On November 15, 2010, Lead Plaintiffs filed a notice of appeal of the Court's dismissal order as to Defendants Celestica, Delaney, and Puppi, with the United States Court of Appeals for the Second Circuit. By order entered December 29, 2011, the Court of Appeals reversed the Court's order granting the motions to dismiss and remanded the Action for further proceedings consistent with the order.

On June 28, 2013, Lead Plaintiffs moved for class certification of a class that included all persons and entities that purchased or acquired Celestica common stock registered and listed on the New York Stock Exchange during the period between January 27, 2005 and January 30, 2007, inclusive. Defendants opposed the motion on the basis, among others, that the proposed class would include purchasers on the Toronto Stock Exchange ("TSX") in contravention of *Morrison v. National Australia Bank Ltd.*, 561 U.S. 247 (2010).

On November 13, 2013, Defendants moved for summary judgment, seeking dismissal of the Complaint. Also on November 13, 2013, Lead Plaintiffs moved for partial summary judgment with respect to three elements of Lead Plaintiffs' securities fraud claim for which Lead Plaintiffs alleged there was no genuine issue of dispute.

On February 21, 2014, the Court denied class certification as to foreign persons or entities that purchased Celestica common stock on the TSX and did not reach a ruling regarding shareholders who purchased on a domestic exchange. On March 7, 2014, Lead Plaintiffs filed a petition in the Court of Appeals pursuant to Rule 23(f) of the Federal Rules of Civil Procedure seeking leave to appeal the Court's ruling on class certification with regard to whether the class should include persons and entities who purchased Celestica common stock on the TSX, where the common stock at issue is registered with the U.S. Securities Exchange Commission and also listed and traded on the New York Stock Exchange. On March 20, 2014, Defendants opposed that petition. On May 9, 2014, the Court of Appeals denied Lead Plaintiffs' petition.

On April 23, 2014, Lead Plaintiffs DALI and New Orleans renewed their class certification motion to include as class members only those persons or entities that purchased or acquired Celestica common stock on a United States stock exchange. In this motion, Millwright and Carpenters, which purchased Celestica common stock only outside the United States, were removed from the class definition and from their position as proposed class representatives.

On August 20, 2014, the Court entered a Memorandum Decision and Order regarding the summary judgment and class certification motions. The Court denied Defendants' summary judgment motion in its entirety. The Court granted Lead Plaintiffs' partial summary judgment motion on the issue of class-wide reliance and denied the motion on the issues of materiality and loss causation. Regarding class certification, the Court granted the motion, appointed New Orleans and DALI as Class Representatives, and appointed Labaton Sucharow as Class Counsel.

Counsel for the Parties completed extensive class, fact, and expert discovery, which has included more than 28 fact depositions, five expert depositions, and the production and review of more than one million pages of documents. In addition, the Parties served five expert reports addressing the areas of damages, electronic manufacturing services, accounting practices, and internal controls. Trial of the Action was scheduled by the Court to begin on April 20, 2015.

Between November 2013 and February 2015, the Parties engaged in various efforts to settle the Action, including face-to-face meetings and numerous other communications among counsel. The Parties engaged former federal district court Judge Layn R. Phillips ("Judge Phillips"), a highly experienced mediator, to assist them in exploring a potential negotiated resolution of the claims against Defendants. On November 3-4, 2014, counsel for Class Representatives and representatives of Defendants met with Judge Phillips in an attempt to reach a settlement. The mediation involved an extended effort to settle the claims and was preceded by the exchange of mediation statements and reply mediation statements. The November 2014 mediation session did not result in a settlement of the Action. The Parties resumed settlement discussions thereafter and continued to participate in arm's-length mediated settlement discussions with the assistance of Judge Phillips. On February 24, 2015, the Parties' arm's-length negotiations, facilitated by Judge Phillips, resulted in an agreement-in-principle between Class Representatives and Defendants to settle the Action.

On May 6, 2015, the Court entered the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, which preliminarily approved the Settlement, authorized that this Notice be sent to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

### **3. Why is this a class action?**

In a class action, one or more people called plaintiffs sue on behalf of people who have similar claims. The Court must certify the action to proceed as a class action and appoint the “class representatives.” All of the individuals and entities on whose behalf the class representatives are suing are known as “class members.” Bringing a case as a class action allows the adjudication of many similar claims of persons and entities that might be economically too small to bring individually. One court resolves the issues in the case for all class members, except for those who choose to exclude themselves from the class if exclusion is permitted (see Question 11 below). In this Action, the Court has appointed DALI and New Orleans to serve as the Class Representatives and has appointed Labaton Sucharow LLP to serve as Class Counsel.

### **4. What are the reasons for the Settlement?**

The Court did not finally decide in favor of Class Representatives or Defendants. Instead, both sides agreed to a settlement.

Class Representatives and Class Counsel believe that the claims asserted in the Action have merit. Class Representatives and Class Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims in the Action through trial and appeals, as well as the difficulties in establishing liability. Class Representatives and Class Counsel have considered the uncertain outcome and the risk of any litigation, especially in complex lawsuits like this one, as well as the difficulties and delays inherent in such litigation. For example, Defendants have raised a number of arguments and defenses (which they would raise at trial) that the alleged misstatements and omissions were not material, and that Class Representatives would not be able to establish that Defendants acted with the requisite fraudulent intent. Even assuming Class Representatives could establish liability, Defendants maintained that any potential investment loss suffered by Class Representatives and Class Members was caused by external, independent factors, and not caused by Defendants’ alleged conduct. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is considerable risk that the Court or jury would resolve these issues unfavorably against Class Representatives and the Class.

In light of the amount of the Settlement and the immediate recovery to the Class, Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. The Settlement, which totals \$30 million in cash (less the various deductions described in this Notice), provides substantial benefits now as compared to the risk that a similar or smaller recovery would be achieved after trial and appeal, possibly years in the future, or that no recovery would be achieved at all.

Defendants have denied and continue to deny each and every one of the claims alleged by Class Representatives in the Action. Defendants expressly have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Defendants also have taken into account the burden, expense, uncertainty, distraction, and risks inherent in any litigation, and have concluded that it is desirable that the Action be fully and finally settled upon the terms and conditions set forth in the Stipulation.

### **B. WHO IS IN THE SETTLEMENT**

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

### **5. How do I know if I am part of the Class? Are there exceptions to being included in the Class?**

The Court has certified a Class, subject to certain exceptions identified below, of the following individuals and entities:

*All Persons who purchased or acquired Celestica common stock on a United States stock exchange during the period between January 27, 2005 and January 30, 2007, inclusive, and were damaged thereby.*

Excluded from the Class are: (i) the current or former Defendants; (ii) members of the immediate families of the current or former Individual Defendants; (iii) all subsidiaries and affiliates of the current or former Defendants; (iv) any person or entity who was a partner, executive officer, director, or controlling person of Celestica; (v) all entities in which any current or former Defendant has or had a controlling interest; (vi) the current or former Defendants' directors' and officers' liability insurance carriers, and all affiliates or subsidiaries thereof; and (vii) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Class will be any person who timely and validly seeks exclusion from the Class in accordance with the requirements explained in Question 11 below.

If one of your mutual funds purchased Celestica common stock on a United States stock exchange during the Class Period, that does not make *you* a Class Member, although your mutual fund may be. You are eligible to be a Class Member if you individually purchased or acquired Celestica common stock during the Class Period on a United States stock exchange. Check your investment records or contact your broker to see if you have any eligible purchases or acquisitions.

If you only sold Celestica common stock during the Class Period, your sale alone does not make you a Class Member. You are eligible to be a Class Member only if you **purchased or acquired** Celestica common stock on a United States stock exchange during the Class Period.

If you are still not sure whether you are included, you can ask for free help. You can call **888-345-0866** or visit **www.celesticasecuritieslitigation.com** for more information. Or you can fill out and return the Proof of Claim and Release form ("Proof of Claim"), described in Question 8, to see if you qualify.

### C. THE SETTLEMENT BENEFITS—WHAT YOU GET

#### 6. What does the Settlement provide?

In exchange for the Settlement and the release of the Released Claims against the Released Defendant Parties, Defendants have agreed to create a \$30 million cash fund, which will earn interest, to be divided, after deduction of Court-awarded attorneys' fees and expenses, settlement administration costs, and any applicable taxes (the "Net Settlement Fund"), among all Class Members who send in valid and timely Proofs of Claim.

#### 7. How much will my payment be?

Your share of the Net Settlement Fund will depend on several things, including: (i) the total amount of Recognized Losses of other Class Members; (ii) the number of shares of Celestica common stock you purchased or acquired; (iii) how much you paid for your shares; (iv) when you bought your shares; and (v) whether or when you sold your shares, and, if so, for how much.

Your Recognized Loss will be calculated according to the formula shown below in the Plan of Allocation. It is unlikely that you will get a payment for your entire Recognized Loss, given the number of potential Class Members. After all Class Members have sent in their Proofs of Claim, the payment you get will be a portion of the Net Settlement Fund based on your Recognized Loss divided by the total of everyone's Recognized Losses. See the Plan of Allocation in Question 23 for more information on your Recognized Loss.

### D. HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM

#### 8. How can I get a payment?

To qualify for a payment, you must submit a completed Proof of Claim. A Proof of Claim is being circulated with this Notice. You may also get a Proof of Claim on the Internet at the websites for the Claims Administrator or Class Counsel: **www.celesticasecuritieslitigation.com** or **www.labaton.com**. The Claims Administrator can also help you if you have questions about the form. Please read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and submit it so that it is **postmarked or received no later than September 17, 2015**.

#### 9. When will I get my payment?

The Court will hold a Settlement Hearing on **July 28, 2015**, to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may still be appeals, which can take time to resolve, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. All Proofs of Claim need to be submitted by **September 17, 2015**.

Once all the Proofs of Claim are processed and claims are calculated, Class Counsel, without further notice to the Class, will apply to the Court for an order distributing the Net Settlement Fund to the members of the Class. Class Counsel will also ask the Court to approve payment of the Claims Administrator's fees and expenses incurred in connection with giving notice and administering the Settlement. Please be patient.

#### **10. What am I giving up to get a payment and by staying in the Class?**

Unless you exclude yourself, you will stay in the Class, which means that upon the "Effective Date" you will release all "Released Claims" (as defined below) against the "Released Defendant Parties" (as defined below). (Please note that the Settlement does not resolve the lawsuits pending in the Ontario Superior Court of Justice entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc.*, Court File No. 11-CV-4240069-00CP, *Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, and *Nabil Berzi v. Celestica Inc., et al.*, Court File No. CV 08 361468-00CP, which involve class members and putative class members who acquired Celestica common stock either by a primary distribution in Canada or on the TSX or other secondary market in Canada.)

**"Released Claims"** means any and all claims and causes of action of every nature and description, including both known claims and Unknown Claims (defined below), whether arising under federal, state, common or foreign law, whether class or individual in nature, that Lead Plaintiffs or any other Class Member: (i) asserted in the Action; or (ii) could have asserted in the Action or any other action or in any forum that arise from both (a) the purchase or acquisition of Celestica common stock by a Class Member during the Class Period and (b) the facts, matters, allegations, transactions, events, disclosures, representations, statements, acts, or omissions or failures to act that were alleged or that could have been alleged in the Action against the Released Defendant Parties. For the avoidance of doubt, Released Claims do not include (i) claims relating to the enforcement of the Settlement and (ii) claims by class members or putative class members, including any of the Lead Plaintiffs (as defined herein), in the actions entitled *Trustees of the Millwright Regional Council of Ontario Pension Fund v. Celestica Inc., et al.*, Court File No. 11-CV-424069-00CP, *Ontario Superior Court of Justice, Haucheng Xing v. Celestica Inc., et al.*, Court File No. 54938CP, Ontario Superior Court of Justice, and *Nabil Berzi v. Celestica Inc., et al.*, Court File No. CV-08-361468-00CP, Ontario Superior Court of Justice, who acquired Celestica common stock either by a primary distribution in Canada or on the Toronto Stock Exchange or other secondary market in Canada between January 27, 2005 through January 30, 2007, inclusive, and held some or all of those shares at the close of trading on the Toronto Stock Exchange on January 30, 2007.

**"Released Defendant Parties"** means Defendants, Defendants' Counsel, Former Defendants, and each of their respective past or present subsidiaries, parents, affiliates, principals, successors and predecessors, assigns, officers, directors, shareholders, trustees, partners, agents, fiduciaries, contractors, employees, attorneys, auditors, insurers; the spouses, members of the immediate families, representatives, and heirs of the Individual Defendants or Schwartz, as well as any trust of which any Individual Defendant or Schwartz is the settlor or which is for the benefit of any of their immediate family members; any firm, trust, corporation, or entity in which any Defendant or Former Defendant has a controlling interest; and any of the legal representatives, heirs, successors in interest or assigns of Defendants or Former Defendants.

**"Unknown Claims"** means any and all Released Claims that any Class Representative or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including the decision to object to the terms of the Settlement or to exclude himself, herself, or itself from the Class. With respect to any and all Released Claims and Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each other Class Member shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ. 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.**

Class Representatives, other Class Members, or Defendants may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims and the Released Defendants' Claims, but Class Representatives and Defendants shall expressly, fully, finally, and forever settle and release, and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have settled and released, fully,

finally, and forever, any and all Released Claims and Released Defendants' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and other Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Released Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

The "Effective Date" will occur when an Order by the Court approving the Settlement becomes Final and is not subject to appeal, as set out more fully in the Stipulation on file with the Court and available at [www.celesticasecuritieslitigation.com](http://www.celesticasecuritieslitigation.com) or [www.labatton.com](http://www.labatton.com).

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

#### **E. EXCLUDING YOURSELF FROM THE CLASS**

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue Defendants and other Released Defendant Parties, on your own, about the Released Claims, then you must take steps to exclude yourself from the Class. This is called "opting out" of the Class. **Please note:** if you decide to exclude yourself, there is a risk that any lawsuit you may thereafter file to pursue claims alleged in the Action may be dismissed, including if such suit is not filed within the applicable time periods required for filing suit. Also, Defendants may withdraw from and terminate the Settlement if Class Members who have in excess of a certain number of shares exclude themselves from the Class.

#### **11. How do I "opt out" (exclude myself) from the Class?**

To exclude yourself from the Class, you must send a signed letter by mail stating that you request to be "excluded from the Class in *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312 (S.D.N.Y)." Your letter must state the date(s), price(s), and number(s) of shares of all your purchases, acquisitions, and sales of Celestica common stock you made on a United States stock exchange during the Class Period. In addition, you must include your name, address, telephone number and your signature. You must mail your exclusion request so that it is **received no later than July 7, 2015**, to:

*In re Celestica Inc. Securities Litigation*  
Exclusions  
c/o GCG  
P.O. Box 10180  
Dublin, OH 43017-3180

You cannot exclude yourself by telephone or by email. Your exclusion request must comply with these requirements in order to be valid. If you request to be excluded in accordance with these requirements, you will not get any payment from the Net Settlement Fund, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this Action, and you may be able to sue Defendants and the other Released Defendant Parties in the future.

#### **12. If I do not exclude myself, can I sue Defendants or the other Released Defendant Parties for the same thing later?**

No. Unless you exclude yourself from the Class, you give up any rights to sue Defendants and the other Released Defendant Parties for any and all Released Claims. If you have a pending lawsuit speak to your lawyer in that case **immediately**. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **July 7, 2015**.

#### **13. If I exclude myself, can I get money from the proposed Settlement?**

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

**F. THE LAWYERS REPRESENTING YOU**

**14. Do I have a lawyer in this case?**

The Court appointed the law firm of Labaton Sucharow LLP to represent all Class Members. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. The Court will determine the amount of Class Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

Class Counsel has not received any payment for its services in pursuing the claims in the Action on behalf of the Class, nor has it been paid for its litigation expenses. At the Settlement Hearing, or at such other time as the Court may order, Class Counsel will ask the Court to award it, from the Settlement Fund, attorneys' fees of no more than 30% of the Settlement Fund, which will include any accrued interest. Class Counsel will also apply for payment of litigation expenses (such as the cost of experts) that have been incurred in pursuing the Action. The request for litigation expenses will not exceed \$2 million, plus interest on the expenses at the same rate as may be earned by the Settlement Fund. Class Counsel's request for payment of litigation expenses may include a request for an award to Class Representatives for reimbursement of their reasonable costs and expenses directly related to their representation of the Class pursuant to the PSLRA.

**G. OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR THE FEE AND EXPENSE APPLICATION**

**16. How do I tell the Court that I do not like something about the Settlement?**

If you are a Class Member you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or the Fee and Expense Application. You may write to the Court setting out your objection and you may give reasons why you think the Court should not approve any part or all of the Settlement terms or arrangements. The Court will consider your views only if you file a proper written objection within the deadline and according to the following procedures. To object, you must send a signed letter stating that you object to the proposed Settlement, the proposed Plan of Allocation, and/or the Fee and Expense Application in "*In re Celestica Inc. Securities Litigation*, No. 07-CV-00312 (S.D.N.Y.)." You must include your name, address, telephone number, and your signature, identify the date(s), price(s) and number(s) of shares of all purchases, acquisitions, and sales of Celestica common stock you made on a United States stock exchange during the Class Period, and state the specific reasons why you are objecting. **Unless otherwise ordered by the Court, any Class Member who does not object in the manner described herein will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the Plan of Allocation, and the Fee and Expense Application.**

Your written objection must be filed with Court and mailed or delivered to all of the following so that it is **received by the Court and counsel on or before July 7, 2015:**

COURT	CLASS COUNSEL	DEFENDANTS' COUNSEL
Clerk of the Court United States District Court of the Southern District of New York Daniel Patrick Moynihan United States Courthouse 500 Pearl Street New York, NY 10007	Thomas A. Dubbs, Esq. James W. Johnson, Esq. LABATON SUCHAROW LLP 140 Broadway New York, NY 10005	Phillip A. Geraci, Esq. Jeffrey A. Fuisz, Esq. KAYE SCHOLER LLP 250 West 55th Street New York, NY 10019

**17. What is the difference between objecting and seeking exclusion?**

Objecting is simply telling the Court that you do not like something about the Settlement, Plan of Allocation, or the Fee and Expense Application. You can object only if you are a Class Member. 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 Settlement no longer affects you.

## H. THE COURT'S SETTLEMENT HEARING

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

The Court will hold a Settlement Hearing at **10:00 a.m.** on **July 28, 2015**, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, Courtroom 11A, New York, NY 10007.

At this hearing, the Honorable George B. Daniels will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the proposed Plan of Allocation for the Net Settlement Fund and the Fee and Expense Application. The Court will take into consideration any written objections filed in accordance with the instructions set out in Question 16 above. The Court also may listen to people who have properly indicated, within the deadline identified above, an intention to speak at the Settlement Hearing, but decisions regarding the conduct of the Settlement Hearing will be made by the Court. See Question 20 for more information about speaking at the Settlement Hearing. At or after the Settlement Hearing, the Court will decide whether to approve the Settlement, and, if the Settlement is approved, how much attorneys' fees and expenses should be awarded. We do not know how long these decisions will take.

You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent. If you want to come to the hearing, you should check with Class Counsel before coming to be sure that the date and/or time has not changed.

### 19. Do I have to come to the Settlement Hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval. If you submit an objection, you do not have to come to Court to talk about it. As long as you filed and sent your written objection on time, and in the manner set forth in Question 16 above, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### 20. May I speak at the Settlement Hearing?

If you object, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 16 above) a statement stating that it is your "Notice of Intention to Appear in *In re Celestica Inc. Securities Litigation*, No. 07-CV-00312 (S.D.N.Y.)." Persons who intend to object to the Settlement, the Plan of Allocation, and/or Class Counsel's Fee and Expense Application and desire to present evidence at the Settlement Hearing must also include in their written objections the identity of any witness they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing. You cannot speak at the Settlement Hearing if you excluded yourself from the Class or if you have not provided written notice of your objection and intention to speak at the Settlement Hearing in accordance with the procedures described in Questions 16 and 20.

## I. IF YOU DO NOTHING

### 21. What happens if I do nothing at all?

If you do nothing and the Settlement is approved and you are a member of the Class, you will not be eligible to receive money from this Settlement but you will be bound by the Settlement which means that you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties about the Released Claims, ever again. To share in the Net Settlement Fund you must submit a Proof of Claim (see Question 8). To start or be a part of any **other** lawsuit against Defendants and the other Released Defendant Parties about the Released Claims in this case you **must** exclude yourself from the Class (see Question 11).

## J. GETTING MORE INFORMATION

### 22. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation, dated as of April 17, 2015. You may review the Stipulation filed with the Court or documents filed in the case during business hours at the Office of the Clerk of the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007.

You also can call the Claims Administrator toll free at **888-345-0866**; write to ***In re Celestica Inc. Securities Litigation, c/o GCG, P.O. Box 10180, Dublin, OH, 43017-3180***; or visit the websites of the Claims Administrator or Class Counsel at **[www.celesticasecuritieslitigation.com](http://www.celesticasecuritieslitigation.com)** or **[www.labaton.com](http://www.labaton.com)**, where you can find answers to common questions about the Settlement, download copies of the Stipulation or Proof of Claim, and locate other information to help you determine whether you are a Class Member and whether you are eligible for a payment. **Please Do Not Call The Court With Questions About The Settlement.**

## **K. PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS**

### **23. How will my claim be calculated?**

The objective of the Plan of Allocation explained below is to equitably distribute the Net Settlement Fund to those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws, as opposed to losses caused by market or industry factors or company-specific factors unrelated to the alleged violations of law. The Plan of Allocation reflects Class Representatives' damages expert's analysis undertaken to that end, including a review of publicly available information regarding Celestica and statistical analysis of the price movements of Celestica common stock on United States stock exchanges and the price performance of relevant market and peer indices during the Class Period. The Plan of Allocation, however, is not a formal damages analysis and it does not estimate how much Class Members might have been awarded had the case proceeded to trial.

The \$30 million Settlement Amount and any interest it earns are called the "Settlement Fund." The Settlement Fund, minus all Taxes, costs, fees and expenses (called the Net Settlement Fund), will be distributed according to the Plan of Allocation described below to members of the Class who timely submit valid Proofs of Claim that show a Recognized Loss that are approved for payment by the Court ("Authorized Claimants"). Class Members who do not timely submit valid Proofs of Claim will not share in the Net Settlement Fund, but will otherwise be bound by the terms of the Settlement and what happens in the Action. The Court may approve the Plan of Allocation or modify it without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the settlement website at: **[www.celesticasecuritieslitigation.com](http://www.celesticasecuritieslitigation.com)** and at **[www.labaton.com](http://www.labaton.com)**.

The calculations made pursuant to the Plan of Allocation are not intended to estimate the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The calculations pursuant to the Plan of Allocation will be made by the Claims Administrator in order to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund. The Court will be asked to approve the Claims Administrator's determinations before the Net Settlement Fund is distributed to Authorized Claimants. No distribution to Authorized Claimants who would receive less than \$10.00 will be made, given the administrative expenses of processing and mailing such checks.

The Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. In this case, it is alleged that corrective information released to the market on the following trading dates (or after the market closed on the respective prior trading dates) impacted the market price of Celestica common stock in a statistically significant manner and removed the alleged artificial inflation from the stock price: January 27, 2006, October 27, 2006, November 28, 2006, December 12, 2006, and January 31, 2007. Accordingly, in order to have a compensable loss under the Plan of Allocation, shares must have been purchased during the Class Period and held through at least one of the corrective disclosure dates listed above.

Defendants, their respective counsel, and all other Released Defendant Parties had no involvement in the Plan of Allocation and will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation or the payment of any claim. Class Representatives and Class Counsel likewise will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

### **CALCULATION OF RECOGNIZED LOSS OR GAIN AMOUNTS**

For each share of Celestica common stock purchased or acquired during the Class Period on a United States stock exchange and sold before the close of trading on April 30, 2007, an "Out of Pocket Loss" will be calculated. Out of Pocket Loss is defined as the purchase price (excluding all fees, taxes, and commissions) minus the sale price (excluding all fees, taxes, and commissions). To the extent that the calculation of the Out of Pocket Loss results in a negative number, that number shall be set to zero.

A "Recognized Loss Amount" will be calculated as set forth below for each Celestica common stock share purchased or acquired on a United States stock exchange during the Class Period from January 27, 2005, through January 30, 2007, that is listed in the Proof of Claim form and for which adequate documentation is provided. To the extent that the calculation of a claimant's Recognized Loss Amount results in a negative number, that number shall be set to zero.

1. For each share of Celestica common stock purchased or acquired on a United States stock exchange from January 27, 2005 through and including January 30, 2007, and:
  - a. Sold before the opening of trading on January 27, 2006, the Recognized Loss Amount for each such share shall be zero.
  - b. Sold after the opening of trading on January 27, 2006 and before the close of trading on January 30, 2007, the Recognized Loss Amount for each such share shall be **the lesser of**:
    - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below minus the dollar artificial inflation applicable to each such share on the date of sale as set forth in Table 1 below; or
    - ii. the Out of Pocket Loss.
  - c. Sold after the close of trading on January 30, 2007 and before the close of trading on April 30, 2007, the Recognized Loss Amount for each such share shall be **the lesser of**:
    - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below;
    - ii. the actual purchase/acquisition price of each such share minus the average closing price from January 31, 2007, up to the date of sale as set forth in Table 2 below; or
    - iii. the Out of Pocket Loss.
  - d. Held as of the close of trading on April 30, 2007, the Recognized Loss Amount for each such share shall be **the lesser of**:
    - i. the dollar artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in Table 1 below; or
    - ii. the actual purchase/acquisition price of each such share minus \$6.33.<sup>4</sup>

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<sup>4</sup> Pursuant to Section 21(D)(e)(1) of the PSLRA, "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 look-back period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent with the requirements of the PSLRA, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Celestica common stock during the 90-day look-back period, January 31, 2007 through April 30, 2007. The mean (average) closing price for Celestica common stock during this 90-day look-back period was \$6.33.

**TABLE 1**

**Celestica Common Stock Artificial Inflation  
for Purposes of Calculating Purchase and Sale Inflation**

Purchase or Sale Date	Artificial Inflation
January 27, 2005 to January 26, 2006	\$3.62
January 27, 2006 to July 27, 2006	\$3.19
July 28, 2006 to October 26, 2006	\$4.79
October 27, 2006 to November 27, 2006	\$3.35
November 28, 2006 to December 11, 2006	\$2.95
December 12, 2006 to January 30, 2007	\$1.83

**TABLE 2**

**Celestica Common Stock Average Closing Price  
January 31, 2007 – April 30, 2007**

Date	Average Closing Price Between January 31, 2007 and Date Shown	Date	Average Closing Price Between January 31, 2007 and Date Shown	Date	Average Closing Price Between January 31, 2007 and Date Shown
01/31/2007	\$5.96	03/06/2007	\$6.37	04/09/2007	\$6.27
02/01/2007	\$6.01	03/07/2007	\$6.36	04/10/2007	\$6.27
02/02/2007	\$6.09	03/08/2007	\$6.36	04/11/2007	\$6.27
02/05/2007	\$6.20	03/09/2007	\$6.35	04/12/2007	\$6.28
02/06/2007	\$6.26	03/12/2007	\$6.35	04/13/2007	\$6.28
02/07/2007	\$6.29	03/13/2007	\$6.34	04/16/2007	\$6.28
02/08/2007	\$6.30	03/14/2007	\$6.34	04/17/2007	\$6.29
02/09/2007	\$6.30	03/15/2007	\$6.33	04/18/2007	\$6.29
02/12/2007	\$6.28	03/16/2007	\$6.32	04/19/2007	\$6.30
02/13/2007	\$6.29	03/19/2007	\$6.32	04/20/2007	\$6.30
02/14/2007	\$6.30	03/20/2007	\$6.31	04/23/2007	\$6.30
02/15/2007	\$6.31	03/21/2007	\$6.31	04/24/2007	\$6.31
02/16/2007	\$6.32	03/22/2007	\$6.30	04/25/2007	\$6.31
02/20/2007	\$6.33	03/23/2007	\$6.30	04/26/2007	\$6.31
02/21/2007	\$6.35	03/26/2007	\$6.29	04/27/2007	\$6.32
02/22/2007	\$6.37	03/27/2007	\$6.28	04/30/2007	\$6.33
02/23/2007	\$6.39	03/28/2007	\$6.27		
02/26/2007	\$6.40	03/29/2007	\$6.27		
02/27/2007	\$6.41	03/30/2007	\$6.26		
02/28/2007	\$6.41	04/02/2007	\$6.27		
03/01/2007	\$6.40	04/03/2007	\$6.27		
03/02/2007	\$6.39	04/04/2007	\$6.27		
03/05/2007	\$6.38	04/05/2007	\$6.27		

## ADDITIONAL PROVISIONS

If a Class Member has more than one purchase/acquisition or sale of Celestica common stock on a United States stock exchange during the Class Period, all purchases/acquisitions and sales shall be matched on a First In, First Out ("FIFO") basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

Purchases or acquisitions and sales of Celestica common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. The receipt or grant by gift, inheritance, or operation of law of Celestica common stock during the Class Period shall not be deemed a purchase, acquisition, or sale of these shares of Celestica common stock for the calculation of an Authorized Claimant's Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of Celestica common stock unless (i) the donor or decedent purchased or acquired such shares of Celestica common stock during the Class Period; (ii) no Proof of Claim form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Celestica common stock; and (iii) the instrument of gift or assignment specifically provides that it is intended to transfer such rights.

The date of covering a "short sale" is deemed to be the date of purchase or acquisition of the Celestica shares. The date of a "short sale" is deemed to be the date of sale of Celestica common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on "short sales" is zero. In the event that a claimant has an opening short position in Celestica common stock, the earliest Class Period purchases or acquisitions shall be matched against such opening short position and not be entitled to a recovery until that short position is fully covered.

Celestica common stock is the only security eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell Celestica common stock are not securities eligible to participate in the Settlement. With respect to Celestica common stock purchased or sold through the exercise of an option, the purchase/sale date of the Celestica common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

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

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

Distributions to eligible Authorized Claimants will be made after all claims have been processed and after the Court has approved the Claims Administrator's determinations. After an initial distribution of the Net Settlement Fund, if there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Class Counsel shall, if feasible and economical, reallocate such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Any balance that still remains in the Net Settlement Fund that is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be contributed to non-sectarian, not-for-profit charitable organizations serving the public interest, designated by Class Representatives and approved by the Court.

Payment in this manner will be deemed conclusive against all Authorized Claimants. A Recognized Loss will be calculated as defined herein and cannot be less than zero. Each claimant is deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her, or its Proof of Claim.

### L. SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you purchased or acquired Celestica common stock on a United States stock exchange (CUSIP 15101Q108) during the period between January 27, 2005 and January 30, 2007, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, **WITHIN SEVEN (7) CALENDAR 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 Celestica common stock during such time period, or; (b) request additional

copies of this Notice and Proof of Claim form, which will be provided to you free of charge, and **WITHIN SEVEN (7) CALENDAR DAYS OF RECEIPT** of such copies from the Claims Administrator, mail the Notice and Proof of Claim form directly to the beneficial owners of those Celestica shares.

If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you **shall also promptly 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 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:

*In re Celestica Inc. Securities Litigation*  
c/o GCG  
P.O. Box 10180  
Dublin, OH 43017-3180

Dated: May 20, 2015

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK