

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you purchased Violin Memory, Inc. common stock between September 27, 2013 and November 21, 2013, you could receive a payment from a class action settlement.

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

- The proposed Settlement, if approved by the Court, will provide \$7,500,000 to pay claims from investors who bought Violin Memory, Inc. (“Violin”) common stock between September 27, 2013 and November 21, 2013, both dates inclusive. If purchasers of all the 18 million shares of Violin shares purchased pursuant to Violin’s initial public offering submit claims, this will result in a recovery of approximately \$0.42 per share, *before* the deduction of attorneys’ fees, costs, and expenses, as approved by the Court.
- The Settlement resolves a U.S. lawsuit over whether Violin disseminated materially false and misleading statements and omissions with regards to the Company’s sales to the federal government and the professional background of the Company’s former chief executive officer, Donald G. Basile. The two sides disagree on whether the investors could have won at trial, and if so, how much money they could have won.
- Court-appointed lawyers for investors have litigated this matter on a contingent basis and advanced all expenses incurred on behalf of the Class. These lawyers will ask the Court for \$1,875,000 in attorneys’ fees (25% of the Settlement) and reimbursement for expenses of up to \$125,000 for their work litigating the case and negotiating the Settlement. Lead Plaintiffs will ask for up to \$5,000 each in incentive awards for their respective contributions to this lawsuit. If approved by the Court, these amounts will be deducted from the \$7,500,000 settlement (totaling \$0.12 per share assuming claims are submitted on behalf of 18 million shares).
- After deducting for any attorneys’ fees and expenses, the award to Lead Plaintiffs, and administration costs, the estimated average recovery from the Settlement assuming claims are made on behalf of 18 million shares is \$0.30 per share (assuming claims are submitted on behalf of 18 million shares).
- The Court has not yet approved the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.
- **Your legal rights are affected whether you act or don’t act. Read this Notice carefully.**

<u>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</u>	
SUBMIT A CLAIM FORM NO LATER THAN AUGUST 5, 2016	The only way to get a payment if you have a Recognized Claim.
EXCLUDE YOURSELF NO LATER THAN JULY 5, 2016	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Violin and the other Released Persons about the Released Claims.
OBJECT NO LATER THAN JULY 5, 2016	Write to the Court about why you do not like the Settlement. You may, but are not required to, appear at the Final Approval Hearing.
GO TO A HEARING	You may ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up rights to bring claims.

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BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased or otherwise acquired shares of Violin common stock between September 27, 2013 and November 21, 2013, inclusive. The Court directed that this Notice be sent to potential Settlement Class Members because they have a right to know about a proposed settlement of a 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 any appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

2. What is this lawsuit about?

Lead Plaintiffs' Second Amended Consolidated Class Action Complaint (the "Second Amended Complaint"), filed on May 6, 2015, alleges that Defendants violated Sections 11, 12(a)(2) and 15 of the Securities Act of 1933. According to the Second Amended Complaint, Defendants violated these statutes by disseminating materially untrue statements and omissions about Violin's sales to the federal government and the professional background of the Company's former chief executive officer, Donald G. Basile. Specifically, the Second Amended Complaint alleges that Defendants failed to disclose that Violin's sales to the federal government had been declining and/or were likely to be negatively impacted due to federal budget constraints. Further, the Second Amended Complaint alleges that Defendants failed to disclose that Mr. Basile was terminated for-cause from his prior employer, Fusion-io, Inc. When this information became public, the Second Amended Complaint alleges that the share price fell and shareholders were damaged. The lawsuit seeks money damages against Defendants for alleged violations of the federal securities laws. Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Lead Plaintiffs in the Litigation. Defendants continue to assert that they did not violate Sections 11, 12(a)(2) and 15 of the Securities Act of 1933, that they did not engage in any conduct that could give rise to any liability to Lead Plaintiffs or the Settlement Class, that none of the claimed statements of omissions caused damages to Lead Plaintiffs or the Settlement Class, and that none of the claimed misstatements or omissions were material.

3. Why is this a class action?

In a class action, one or more people called Class Representatives (in this case, the Lead Plaintiffs Ali Shehk and Alan Richards), sue on behalf of people who have similar claims. All persons with similar claims are Settlement Class Members, who together constitute the class. Bringing a case, such as this one, as a class action allows the collective adjudication of many similar claims that might be economically too small to bring in individual actions. One court resolves the issues for all class members, except for those who exclude themselves from the class. Judge Yvonne Gonzalez Rogers of the Northern District of California is overseeing this class action.

4. Why is there a settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agree to the Settlement. That way, they avoid the costs and risks of further litigation and trial. As explained above, Lead Plaintiffs and their attorneys think the Settlement is best for all members of the Class.

WHO IS PART OF THE SETTLEMENT?

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

The Court directed that, for the purposes of the proposed Settlement, everyone who fits this description is a Settlement Class Member: all Persons who purchased or otherwise acquired shares of Violin common stock: (i) in Violin's initial public offering on September 27, 2013; and/or (ii) on the public market between September 27, 2013 and November 21, 2013, inclusive.

6. Are there exceptions to being included?

Excluded from the Settlement Class are Defendants, members of the Defendants' immediate families, officers, directors, and subsidiaries of Violin, any firm, entity, or corporation wholly owned by any Defendant and/or any member(s) of a Defendant's immediate family, any trust of which an Individual Defendant or Violin is the settlor or which is for the benefit of an Individual Defendant or Violin and/or any member of their immediate families, and the legal representatives, heirs, or successors-in-interest of Violin and the Individual Defendants. Also excluded from the Settlement Class are those Persons who timely and validly request exclusion from the Settlement Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action to be sent to Settlement Class Members.

If you **sold** but did not purchase Violin common stock during the Settlement Class Period, you are not a Settlement Class Member. You are a Settlement Class Member only if you **purchased or otherwise acquired** your shares during the Settlement Class Period.

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 by writing to RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 for more information.

WHAT ARE THE SETTLEMENT BENEFITS?

8. What does the Settlement provide?

Defendants have agreed to create a \$7.5 million fund to be distributed, after the payment of claims administration and notice costs and Lead Counsel's attorneys' fees and expenses as awarded by the Court, and any incentive awards to Lead Plaintiffs as awarded by the Court, to all Settlement Class Members who send in a valid and timely Proof of Claim form.

In return, the Parties will agree to dismiss the Action and Lead Plaintiffs and all Settlement Class Members who do not opt out agree to release, relinquish and discharge all Released Claims (including Unknown Claims) against the Defendants and their respective Related Persons, whether or not these Settlement Class Members execute and deliver the Proof of Claim and Release.

9. How will the Settlement be allocated among class members?

The proposed settlement provides for a Settlement Amount of \$7,500,000 in cash. After payment of any attorneys' fees and reimbursement of costs and expenses, any incentive awards to Lead Plaintiffs, and administrative fees ("Net Settlement Fund"), the Settlement Amount will be distributed to the Settlement Class according to the plan of allocation.

The objective of the plan of allocation is to equitably distribute the settlement proceeds to those Class Members who suffered economic losses as a proximate result of the alleged wrongdoing. 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. The plan of allocation is not a formal damage analysis. The calculations made pursuant to the plan of allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the plan of allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the plan of allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations 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 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.

The Claims Administrator will use the following plan of allocation to determine how much each claimant is entitled to claim in Recognized Loss:

For each share of Violin common stock *purchased or otherwise acquired during the Class Period*, the amount of the claim will be:

- i. If shares were sold prior to November 22, 2013, then the claim is \$0. The truth concerning Defendants' violations did not emerge until November 22, 2013 and, therefore, any losses are not related to Defendants' alleged conduct; **or**
- ii. If shares were sold on or after November 22, 2013, then the claim is equal to the amount of shares owned prior to market open on November 22, 2013 multiplied by the decline in Violin's stock price immediately following the disclosure of Violin's quarterly earnings, or \$2.89 per share. If, however, shares were sold on or after November 22, 2013 for an amount equal to or greater than \$3.11 per share, then the claim is equal to the amount of shares owned prior to market open on November 22, 2013 multiplied by the difference between \$6.00 and the amount per share at which the shares were sold; **or**
- iii. If shares are currently held and have not been sold at any point previously, then the claim is equal to the amount of shares currently owned multiplied by the decline in Violin's stock price immediately following the disclosure of Violin's quarterly earnings, or \$2.89 per share.

10. How much will my payment be?

If you are entitled to a payment, your share of the Settlement Fund will depend on the number of members of the Settlement Class who submit valid Proofs of Claim (the "Authorized Claimants"). Payments will be calculated on a *pro rata* basis, meaning that the Settlement Fund (less all administrative costs, including the costs of notice, attorneys' fees and expenses, and incentive awards to the Lead Plaintiffs, as awarded by the Court) will be divided among the Authorized Claimants and distributed accordingly after the deadline for submission of Proof of Claim forms has passed.

Claims which result in payment of less than \$10 will be deemed to be *de minimus* and will not be issued. No claims will be calculated for any purchase of Violin securities to cover a short sale.

To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants, whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund one (1) year after the initial distribution of such funds shall be redistributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid costs or fees incurred in administering the Settlement Fund for such redistribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional redistributions, after deduction of any additional fees and expenses that would be incurred with respect to such redistribution, would be cost-effective. At such time as it is determined that the redistribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance in the Settlement Fund shall be contributed to non-sectarian, not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and approved by the Court.

HOW CAN YOU RECEIVE A PAYMENT?

11. How can I get a payment?

To qualify for a payment, you must send in a Proof of Claim form. A Proof of Claim form accompanies this Notice. You may also download a Proof of Claim form from the Claims Administrator's website, www.rg2claims.com/violinmemory. Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it postmarked no later than August 5, 2016. Any Class member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class member's Proof of Claim is accepted), but otherwise shall be bound by all of the terms of the Stipulation and the Settlement, including the releases in the Stipulation, and will be permanently barred and enjoined from bringing any action against any and all Defendants and released persons concerning any and all of Lead Plaintiffs' Released Claims.

12. When would I get my payment?

The Court will hold a hearing on July 26, 2016, to decide whether to approve the Settlement. If the Settlement is approved, the Claims Administrator will complete the administration process and determine how much each Authorized Claimant is entitled to receive. Lead Counsel will then seek permission from the Court to distribute the Settlement Amount on a *pro rata* basis to Authorized Claimants. This may take several months.

13. What am I giving up to get a payment?

Unless you exclude yourself, you will remain a member of the Settlement Class, and that means that, upon the "Effective Date," you will release all "Released Claims" against the "Released Persons."

The "Effective Date" will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal and when all conditions of the Stipulation have been met.

"Released Claims" means any and all claims (including Unknown Claims as defined below), demands, rights, liabilities, and causes of action of every nature and description whatsoever (including, but not limited to, any claims for damages, restitution, rescission, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses, or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether known or unknown, contingent or absolute, mature or immature, discoverable or undiscoverable, whether concealed or hidden, suspected or unsuspected, which now exist, or heretofore have existed, asserted or that could have been asserted by the Lead Plaintiffs or any Settlement Class Member against the Defendants and/or Violin and their respective Related Persons based upon, arising out of, or relating in any way to: (a) the allegations, matters, facts, transactions, events, occurrences, disclosures, statements, acts, omissions or failures to act which were or could have been alleged in the Litigation, or (b) the purchase, acquisition, disposition, sale or retention of Violin securities by the Lead Plaintiffs or any Settlement Class Member during the Settlement Class Period. Expressly excluded from Released Claims are the matters set forth in paragraph 5.5 of the Stipulation.

"Released Persons" means each and all of the Defendants and Violin and their Related Persons (as defined below).

"Related Persons" means each of Violin's and Defendant's past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, principals, controlling shareholders, attorneys, accountants, auditors, underwriters, investment advisors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, executors, trustees, estates, administrators, related or affiliated entities, any entity in which a Defendant has a controlling interest, any member of a Defendant's immediate family, any trust of which a Defendant is the settlor or which is for the benefit of a Defendant and/or any member of a Defendant's immediate family, and any entity in which a Defendant and/or any member of a

Defendant's immediate family has or have a controlling interest.

"Unknown Claims" means any claims that the Lead Plaintiffs or any Settlement 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, would or might have affected his, her or its settlement with and release of the Released Persons, or would or might have affected his, her or its decisions with respect to this Settlement. Lead Plaintiffs and Settlement 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 Plaintiffs upon the Effective Date shall expressly, fully, finally and forever settle and release, and each Settlement 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. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights, and benefits of California Civil Code Section 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 in IN RE VIOLIN MEMORY, INC., SECURITIES LITIGATION, MASTER FILE NO. 4:14-CV-05486-YGR, which if known by him or her must have materially affected his or her settlement with the debtor.

Lead Plaintiffs shall expressly waive and relinquish, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, 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 California Civil Code Section 1542. Lead Plaintiffs acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Claims and the foregoing waiver were separately bargained for and a key element of the Settlement of which this release is a material and essential part.

If you remain a member of the Settlement 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 any right you may have to sue or continue to sue Defendants on your own about the Released Claims, then you must take steps to exclude yourself—or as it is sometimes referred to, you must "opt out" of the Settlement Class.

14. How do I exclude myself from the proposed Settlement?

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you "request exclusion from the Settlement Class in *In re Violin Memory, Inc., Securities Litigation*, Master File No. 4:13-cv-05486-YGR (N.D. Cal.)." Your letter must state the date(s), price(s) and number(s) of shares of all your purchases, acquisitions and sales of Violin shares during the Settlement Class Period. In addition, be sure to include your name, address, daytime telephone number and your signature. You must mail your exclusion request **postmarked no later than July 5, 2016** to the Claims Administrator at: RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479.

You cannot exclude yourself by telephone, by fax or by e-mail. If you ask to be excluded, you will not get NOTICE OF SETTLEMENT

any settlement 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 Violin and the other Released Persons about the Released Claims in the future.

15. If I do not exclude myself, can I sue Violin, Defendants or the other Released Persons later for the Released Claims?

No. Unless you exclude yourself, you give up any rights to sue Violin and the other Released Persons, or to enforce any existing judgments against any of the Released Persons, for any and all Released Claims. If you have a pending lawsuit against Violin or the other Released Persons, speak to your lawyer in that case immediately, to determine if you have to exclude yourself from *this* Settlement Class to continue your own lawsuit. Remember, the exclusion deadline is **July 5, 2016**.

16. 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 form 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 Persons.

THE LAWYERS REPRESENTING YOU

17. Do I have a lawyer in this case?

The Court appointed the law firms of Levi & Korsinsky LLP and Kaplan Fox & Kilsheimer LLP as Lead Counsel to represent all class members. These lawyers are called Lead Counsel. You will **not** be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

18. How will the lawyers be paid?

Lead Counsel are moving the Court to award attorneys' fees from the Settlement Fund in an amount not to exceed twenty-five percent (25%) of the Settlement Fund and for reimbursement of their expenses of approximately \$125,000, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. Lead Counsel, without further notice to the Settlement Class, may subsequently apply to the Court for fees and expenses incurred in connection with administering and distributing the Settlement proceeds to the members of the Settlement Class and any proceedings subsequent to the Final Approval Hearing.

The attorneys' fees and expenses requested will be the only payment to Lead Counsel for its efforts in achieving the Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel has not been paid for its services for conducting this litigation on behalf of Lead Plaintiffs and the Class nor for its substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund. The Court may, however, award less than this amount. In that case, the difference will remain with the Settlement Fund.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, the application by Lead Counsel for an award of fees and reimbursement of expenses, or Lead Plaintiffs' request for incentive awards. You may write to the Court setting out your objections. You may give reasons why you think the Court should not approve any or all of the settlement terms or arrangements and submit any documentation you believe is appropriate. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The Court will only

consider your views if you file a proper objection within the deadline identified and according to the following procedures.

To object, you must send a signed letter or other court submission stating that you object to the proposed Settlement in *In re Violin Memory, Inc., Securities Litigation*, 4:13-cv-05486-YGR (N.D. Cal.). 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 and sales of the Violin shares you made during the Settlement Class Period, and state the reasons why you object to the Settlement. Your objection must be filed with the Court and served on all the following counsel so that **postmarked on or before July 5, 2016**:

COURT:

Clerk of the Court
United States District Court Northern District of California
Oakland Courthouse
1301 Clay Street
Oakland, California 94612

LEAD PLAINTIFFS' LEAD COUNSEL:

Nicholas I. Porritt, Esq.
LEVI & KORSINSKY LLP
1101 30th Street NW
Washington, D.C. 20007

COUNSEL FOR THE DEFENDANTS:

James N. Kramer, Esq.
ORRICK, HERRINGTON & SUTCLIFFE LLP
405 Howard Street
San Francisco, California 94105

*Counsel for Defendants Violin Memory, Inc., Donald G. Basile,
Cory J. Sindelar, Dixon R. Doll Jr., Howard A. Bain III,
Larry J. Lang, Jeff J. Newman, Mark N. Rosenblatt, and David B. Walrod*

Jason C. Hegt, Esq.
LATHAM & WATKINS LLP
140 Scott Drive
Menlo Park, California 94025

*Counsel for Defendants J.P. Morgan Securities LLC, Deutsche Bank Securities Inc.,
Merrill Lynch, Pierce, Fenner & Smith, Inc., Barclays Capital Inc.,
Robert W. Baird & Co. Inc., Pacific Crest Securities LLC, and EM Securities LLC*

THE COURT'S SETTLEMENT HEARING

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

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

The Court will hold a Final Approval Hearing at 2:00 p.m. on July 26, 2016, at the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Courtroom 1 – 4th floor,

NOTICE OF SETTLEMENT

IN RE VIOLIN MEMORY, INC. SECURITIES LITIGATION

MASTER FILE NO. 4:13-CV-05486-YGR

Oakland, CA 94612. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. At the Final Approval Hearing, the Court also will consider the proposed Plan of Allocation for the proceeds of the Settlement and the application of Lead Counsel for attorneys' fees, reimbursement of expenses, and request for incentive awards for the Lead Plaintiffs. The Court will take into consideration any written objections. The Court may change the date and time of the Final Approval Hearing. Please check with Lead Counsel before coming to be sure that the date and/or time has not changed.

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

23. May I speak at the hearing?

If you object to the Settlement, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection (see Question 19 above) a statement stating that it is your "Notice of Intention to Appear in *In re Violin Memory, Inc., Securities Litigation*, Master File No. 4:13-cv-05486-YGR." Members of the Settlement Class who intend to object to the Settlement, the Plan of Allocation, Lead Counsel's application for an award of attorneys' fees and reimbursement of expenses, or Lead Plaintiffs' request for incentive awards, and desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they propose to call to testify and any exhibits they intend to offer into evidence at the Final Approval Hearing. You cannot speak at the hearing if you excluded yourself from the Settlement Class or if you have not provided written notice of your intention to speak at the Final Approval Hearing by the deadline identified.

IF YOU DO NOTHING

24. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit or be part of any other lawsuit against Defendants or the Released Persons about the claims being released in the Settlement. All members of the Class who do not submit valid and timely Proof of Claim forms shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of the Stipulation and any Order and Final Judgment entered.

GETTING MORE INFORMATION

25. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in a Stipulation of Settlement dated as of January 29, 2016 (the "Stipulation"). You may obtain a copy of the Stipulation by writing to Nicholas I. Porritt, Esq., Levi & Korsinsky LLP, 1101 30th Street, N.W., Suite 115, Washington, D.C. 20007 or on Lead Counsel's website at www.zlk.com. You also can contact the Claims Administrator by mail at RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479; by toll free phone at (866) 742-4955; or by visiting the website www.rg2claims.com/violinmemory to obtain information and forms. The pleadings and other court filings are available for inspection at the Office of the Clerk of the United States District Court for the Northern District of California, Oakland Courthouse, 1301 Clay Street, Oakland, California 94612, during regular business hours.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

SPECIAL NOTICE TO NOMINEES

If you hold Violin common stock pursuant to a transaction that took place within the United States within the Class Period, as nominee for a beneficial owner, then you must either: (1) send a copy of this Notice by first-class mail to all such persons or entities within forty (40) days of receipt of this Notice; or (2) provide a list of the names and addresses of such persons or entities to the Claims Administrator at RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 within ten (10) days of receipt of this Notice.

If you choose to mail this Notice and the Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding this Notice, and which would not have been incurred but for the obligation to forward this Notice, upon submission of appropriate documentation to the Claims Administrator.

Dated:

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