

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

SEAN DYER, individually and on behalf of all others  
similarly situated,

Complex Business Litigation Section (40)  
CASE NO. 13-25795 CA 40

Plaintiff,

v.

JAMES E. MINARIK, TROY TEMPLETON,  
ANDREW ROBERTSON, VICTOR ORLER, EARL  
POWELL, ADAM GRAY, DARRELL ISSA, DEI  
HOLDINGS and CHARLESBANK CAPITAL  
PARTNERS LLC.

Defendants.

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

***IF YOU OWNED SHARES OF STOCK IN DEI HOLDINGS, INC. BETWEEN MAY 12, 2011 AND JUNE 20, 2011, INCLUSIVE (THE "SETTLEMENT CLASS") YOU COULD GET A PAYMENT FROM A CLASS ACTION SETTLEMENT.***

A Circuit Court authorized this Notice. This is not a solicitation from a lawyer.

**Settlement Fund:** \$1,100,000 in cash. If you are in the Settlement Class, your recovery will depend on the number of common stock shares you owned during the Class period. Depending on the number of eligible shares that participate in the Settlement, the estimated average recovery per share of common stock for Members of the Class will be approximately \$0.098 before deduction of Court-approved fees and expenses.

**Reasons for Settlement:** The Settlement resolves a lawsuit (the "Action") by Plaintiff Sean Dyer alleging that former officers and directors of DEI Holdings, Inc. ("DEI") breached their fiduciary duties, and DEI, Charlesbank Capital Partners LLC ("Charlesbank"), and Oppenheimer & Co., Inc. ("Oppenheimer") aided and abetted those breaches, in connection with DEI's merger, in June 2011, with an entity affiliated with Charlesbank (the "Merger"). The Defendants deny the allegations in the Action. The Settlement provides a substantial recovery now and avoids the costs and risks associated with continued litigation, including the danger of no recovery for the Settlement Class.

**If the Action Had Not Settled:** Continuing with the Action could have resulted in dismissal or loss at trial. The Parties do not agree on the amount of money that could have been obtained if the Settlement Class prevailed at trial.

**Attorneys' Fees and Expenses:** Plaintiff's Counsel have not received any payment for their work investigating the facts, conducting this Action and negotiating the Settlement on behalf of the Settlement Class. Plaintiff's Counsel will ask the Court for attorneys' fees not to exceed 33 1/3% of the Settlement Fund and for reimbursement of \$36,500.00 in out-of-pocket expenses from the Settlement Fund, plus interest. If the above amounts are requested and approved by the Court, the average cost per eligible share of DEI stock will be \$0.036.

**Court Hearing on Fairness of Settlement:** February 24, 2015. The purpose of the hearing will be to determine (1) whether the Settlement is fair, reasonable and adequate to Members of the Class, (2) whether the proposed plan to distribute the settlement proceeds is fair, reasonable and adequate, and (3) whether the application by Plaintiff's Counsel for an award of attorneys' fees and expenses should be approved.

**Contact the Parties Below to Obtain More Information About the Settlement:**

Claims Administrator:

Plaintiff's Counsel:

*DEI Holdings Shareholder Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 8040  
San Rafael, CA 94912-8040

Louis N. Boyarsky  
Glancy Binkow & Goldberg LLP  
1925 Century Park East, Suite 2100  
Los Angeles CA 90067  
Telephone: (310) 201-9150

- Your legal rights are affected whether you act or don't act. Read this Notice carefully.

## **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:**

<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment. The deadline for submitting a claim is May 20, 2015.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to participate in another lawsuit against the Defendants relating to the legal claims in this lawsuit. The deadline for requesting exclusion is February 10, 2015.
<b>OBJECT</b>	You may write to the Court if you don't like this Settlement. The deadline for objection is February 10, 2015.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	Get no payment.

- These rights and options are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement.

Payments will be made if the Court approves the Settlement and, if there are any appeals, after appeals are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. Why Did I Get This Notice Package?**

You or someone in your family may have held DEI common stock between May 12, 2011 and June 20, 2011.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the Miami-Dade Circuit Court, Eleventh Judicial Circuit, and the Action is known as *Sean Dyer v. James E. Minarik, et al.*, Case No. 13-25795 CA 40.

### **2. What Is This Lawsuit About?**

On August 2, 2013, Plaintiff, purportedly on behalf of a class of shareholders, filed a Class Action Complaint ("Initial Complaint") in Florida state court against the Defendants. Plaintiff admits in the Initial Complaint that he filed his Florida action after learning that other DEI shareholders, who had asserted their appraisal rights in a Florida lawsuit, *DEI Holdings, Inc. v. Moore, et al.*, No. 11-31778-CA (Fla. Cir. Ct.) (the "Appraisal Action"), had settled that case.

In the Initial Complaint, Plaintiff claimed that the Directors breached their fiduciary duties, and DEI and Charlesbank aided and abetted those breaches, in connection with DEI's merger, in June 2011, with an entity affiliated with Charlesbank (the "Merger"). To avoid costly and repetitive discovery, the Parties agreed that rather than duplicating discovery that had already been conducted in the Appraisal Action, the Parties would use the discovery from the Appraisal Action in the Action and would only conduct discovery on additional topics that had not previously been covered.

On February 21, 2014, the Defendants filed motions to dismiss the Initial Complaint. In response to those motions, Plaintiff filed an Opposition Memorandum to which he attached a Proposed Amended Class Action Complaint ("Amended Complaint"). In his Opposition Memorandum, Plaintiff asked the Court to allow him to file his Amended Complaint in the event the Court granted any pending motion to dismiss.

In exchange for several concessions, including that Plaintiff would not pursue service of process on certain Defendants until after the Court ruled on the sufficiency of the Amended Complaint, the Defendants agreed not to object to the filing of an Amended Complaint, which Plaintiff filed shortly thereafter.

Like the Initial Complaint, the Amended Complaint purported to state two causes of action: breach of fiduciary duty against the Individual Defendants and newly added Defendant Kevin Duffy; and aiding and abetting breaches of fiduciary duties against DEI, Charlesbank and newly added Defendant Oppenheimer & Co., Inc. The Amended Complaint alleged, among other things, that the Defendants engaged in an unfair and flawed sales process that did not result in an adequate price for DEI shareholders.

On May 15, 2014, the Defendants filed motions to dismiss the Amended Complaint. Those motions were fully briefed by the Parties.

Before the hearing on the motions to dismiss, the Parties participated in a mediation conference before Jed Melnick. As a result of that mediation and subsequent negotiations, the Parties reached an agreement-in-principle to settle the Action for the sum of \$1,100,000.00 (the "Settlement"). Thereafter, the Parties executed a Memorandum of

Understanding ("MOU") reflecting the principal terms of the Settlement, dated as of July 14, 2014. Pursuant to the terms of the MOU, Plaintiff, on behalf of the Settlement Class, and Defendants have agreed to file this Stipulation and all other documents necessary to obtain preliminary and final approval of the Settlement.

The Settlement set forth herein reflects the results of the Parties' negotiations and was reached after arm's-length negotiations between the Parties, all of whom were represented by counsel with extensive experience and expertise in shareholder class action litigation. During the negotiations, all Parties had a clear view of the strengths and weaknesses of their respective claims and defenses.

### **3. Why Is This a Class Action?**

In a class action, one or more people called class representatives sue on behalf of people who have similar claims. In this instance, the Plaintiff, Sean Dyer represents the Settlement Class. One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement Class. The Honorable John W. Thornton is in charge of this Action.

### **4. Why Is There a Settlement?**

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost of a trial, and eligible Class Members who make a valid claim will get compensation. The Plaintiff and Plaintiff's Counsel believe the Settlement is a very good result for all Class Members. Defendants deny liability and deny the Plaintiff and Members of the Class suffered any damage. Further, assuming Plaintiff prevailed at trial, any favorable verdict would have likely been the subject of appeal and the Settlement Class recovery would have remained uncertain and further delayed.

## **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 Settlement?**

The Settlement Class includes all DEI stockholders and their successors in interest and transferees, immediate and remote, from May 12, 2011 through June 20, 2011, inclusive.

### **6. What Are the Exceptions to Being Included?**

You are not a Class Member if you are a Defendant, their immediate family member, or an officer, director, member of manager or any Defendant.

### **7. I'm 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 call the Claims Administrator toll-free at 1-888-285-7794 for more information. Or you can fill out and return the claim form described in question 10, to see if you qualify.

## **THE SETTLEMENT BENEFITS – WHAT YOU GET**

### **8. What Does the Settlement Provide?**

Defendants have agreed to pay \$1.1 million in cash (funded by DEI, Charlesbank and/or DEI's Insurer) to be divided among eligible Class Members who send in valid claim forms, after payment of Court-approved attorneys' fees and expenses, reimbursement of expenses of Plaintiff and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice (the "Net Settlement Fund").

### **9. How Much Will My Payment Be?**

Your share of the fund will depend on the number of valid claim forms that Class Members send in and how many DEI common stock shares you held during the relevant Class Period. Noted below is the estimated average payment you could receive for each share of DEI stock held during the relevant Class Period. However, your actual recovery per share will depend upon the total number of shares participating in the Settlement.

Following the Effective Date, the Net Settlement Amount will be disbursed by the Claims Administrator to the settlement payment recipients and will be allocated on a per-share basis amongst the settlement payment recipients based on the number of shares of DEI common stock held by the applicable Settlement Payment Recipient upon the closing of the DEI-Charlesbank transaction on June 20, 2011.

If there is any balance remaining in the Net Settlement Amount after six (6) months from the date of distribution of the Net Settlement Amount (whether by reason of tax refunds, uncashed checks, or otherwise), then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Amount cash their distributions, any balance remaining shall be re-distributed among settlement payment recipients in an equitable and economic manner and any remainder shall be donated to a 501(c)(3) non-profit organization designated by DEI.

The payment you get will reflect your pro rata share of the Net Settlement Fund. Depending on the number of shares that participate in the Settlement, the estimated average payment for Class Members will be approximately \$0.098

for each share of common stock before deduction of Court-approved fees and expenses. The number of claimants who send in claims varies widely from case to case. If fewer than anticipated Class Members send in a claim form, you could get more money.

## **HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM**

### **10. How Will I Get a Payment?**

To qualify for payment, you must be an eligible Class Member and you must send in a claim form. A claim form is available at [www.deiholdingsshareholderlitigation.com](http://www.deiholdingsshareholderlitigation.com). Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it so that it is postmarked no later than May 20, 2015.

### **11. When Will I Get My Payment?**

The Court will hold a hearing on February 24, 2015, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain how these appeals are resolved, and resolving them can take time, perhaps several years. Everyone who sends in a claim form will be informed of the determination with respect to his, her or its claim. Please be patient.

### **12. What Am I Giving Up to Get a Payment or Stay in the Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the same legal issues that were or could have been raised in this Action. It also means that all of the Court's orders will apply to you and legally bind you and you will release your claims in this Action against the Defendants and other relevant parties. The terms of the release are included in the claim form that is enclosed.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the same legal issues that were or could have been raised in this case, then you must take steps to exclude yourself or "opt out" of the Settlement Class.

### **13. How Do I Opt Out of the Settlement Class?**

To exclude yourself from the Settlement Class, you must send a letter by mail stating that you want to be excluded from *Sean Dyer v. James E. Minarik, et al*, Case No. 13-25795 CA 40. You must include your name, address, telephone number, and your signature, and the number of shares of DEI common stock you owned between May 12, 2011 and June 20, 2011. You must mail your exclusion request postmarked no later than February 24, 2015 to:

*DEI Holdings Shareholder Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 8040  
San Rafael, CA 94912-8040

You cannot exclude yourself by phone or by e-mail. If you ask to be excluded you are not eligible to get any Settlement payment, you cannot object to the Settlement, and you will not be legally bound by anything that happens in this Action.

### **14. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?**

No. Unless you exclude yourself, you give up any right to sue the Defendants for the legal issues that were or could have been raised in this Action. Remember, the exclusion deadline is February 24, 2015.

### **15. If I Exclude Myself, Can I Get Money from This Settlement?**

No. If you exclude yourself, do not send in a claim form. But, you may sue, continue to sue, or be part of a different lawsuit against the Defendants.

## **THE LAWYERS REPRESENTING YOU**

### **16. Do I Have a Lawyer in This Case?**

The Court appointed the law firms of Glancy Binkow & Goldberg LLP, Mark Andersen, P.A., Law Offices of Howard Smith, and Saxena White, P.A. to represent all Members of the Class. These lawyers are called Plaintiff's Counsel. You will not be charged for these lawyers with respect to this case that is being settled. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **17. How Will the Lawyers Be Paid?**

Plaintiff's Counsel will ask the Court for attorneys' fees of up to 33 1/3% of the Settlement Fund and for reimbursement of their out-of-pocket expenses of \$36,500.00, which were advanced in connection with the Action. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and expenses requested will be the only payment to Plaintiff's Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Plaintiff's Counsel have not been paid for their services for conducting this Action on behalf of the Plaintiff and the Settlement Class nor for their substantial out-of-pocket expenses. The fee requested will compensate Plaintiff's Counsel for their work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount.

### **OBJECTING TO THE SETTLEMENT**

You can tell the Court that you don't agree with the Settlement or some part of it, with Plaintiff's Counsel's request for attorneys' fees and reimbursement of expenses, and/or with the Plan of Allocation.

#### **18. How Do I Tell the Court that I Don't Like the Settlement, the Fee and Expense Request and/or the Plan of Allocation?**

If you are a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter saying that you object to the Settlement, the request for attorneys' fees and expenses, and/or the Plan of Allocation in *Sean Dyer v. James E. Minarik, et al.*, Case No. 13-25795 CA 40. Be sure to include your name, address, telephone number, your signature and the reasons you object to the Settlement, as well as the number of shares of DEI common stock you owned from May 12, 2011 to June 20, 2011. Any objection to the Settlement must be mailed or delivered such that it is received by each of the following no later than February 10, 2015:

*Court:*

CLERK OF THE COURT  
MIAMI-DADE CIRCUIT COURT  
ELEVENTH JUDICIAL CIRCUIT  
73 W. Flagler Street  
Miami, FL 33130

*Counsel for Plaintiffs:*

Adam D. Warden, Esq.  
Jonathan M. Stein, Esq.  
**SAXENA WHITE, P.A.**  
2424 N. Federal Highway, Suite 257  
Boca Raton, FL 33431

Lionel Z. Glancy, Esq.  
Michael Goldberg, Esq.  
Louis Boyarsky, Esq.  
**GLANCY BINKOW & GOLDBERG LLP**  
1925 Century Park East, Suite 2100  
Los Angeles, CA 90067

Howard G. Smith, Esq.  
**LAW OFFICES OF HOWARD SMITH**  
3070 Bristol Pike, Suite 112  
Bensalem, PA 19020

Eric M. Anderson, Esq.  
**MARK ANDERSEN, P.A.**  
1105 N. Market Street, 11th Floor  
Wilmington, DE 19801

*Counsel for the Defendants:*

Tracy A. Nichols, Esq.  
Louise McAlpin, Esq.  
Allison Kernisky, Esq.  
**HOLLAND & KNIGHT LLP**  
701 Brickell Avenue, Suite 3300  
Miami, FL 33130

Anthony S. Fiotto, Esq.  
Katherine G. McKenney, Esq.  
**GOODWIN PROCTER LLP**  
Exchange Place, 53 State Street  
Boston, MA 02109

John F. Mariani, Esq., Esq.  
**SHUTTS & BOWEN LLP**  
525 Okeechobee Blvd., Ste. 1100  
West Palm Beach, FL 33401

#### **19. What's the Difference Between Objecting and Excluding?**

Objecting is simply telling the Court that you don't like something about the Settlement. You can object **only if** you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### **THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

**20. When and Where Will the Court Decide Whether to Approve the Settlement?**

The Court will hold a fairness hearing at 11:00 a.m., on February 24, 2015, at the Miami-Dade Circuit Court, 73 W. Flagler Street, Courtroom DCC 1017, Miami, FL 33130. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also consider how much to pay to Plaintiff's Counsel. The Court may decide these issues at the hearing or take them under consideration. We do not know how long these decisions will take.

**21. Do I Have to Come to the Hearing?**

No. Plaintiff's Counsel will answer questions from the Court, but you are welcome to attend at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you delivered your written objection on time, as described in question 18 above, the Court will consider it. You may also pay your own lawyer to attend, but your lawyer's attendance is not necessary.

**22. May I Speak at the Hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter that it is your intention to appear in *Sean Dyer v. James E. Minarik, et al.*, Case No. 13-25795 CA 40. Be sure to include your name, address, telephone number and your signature. You must include the number of DEI common stock shares you owned from May 12, 2011 through June 20, 2011. Your notice of intention to appear must be received no later than February 10, 2015, by the Clerk of the Court, Plaintiff's Counsel, and Defendants' Counsel, at the addresses listed in question 18. You cannot speak at the hearing if you exclude yourself from the Class.

**IF YOU DO NOTHING**

**23. What Happens if I Do Nothing at All?**

If you do nothing, you'll get no money from this Settlement. But, unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against the Defendants about the same legal issues that were or could have been raised in this Action.

**GETTING MORE INFORMATION**

**24. Are There More Details About the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated as of December 17, 2014. You can get a copy of the Stipulation of Settlement by writing to DEI Holdings Shareholder Litigation, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 8040, San Rafael, CA 94912-8040 or from the Clerk of the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, FL, Dade County Courthouse, 73 W. Flagler Street, Miami, FL 33130 during regular business hours.

**25. How Do I Get More Information?**

You can call toll-free 1-888-285-7794 or write to DEI Holdings Shareholder Litigation, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 8040, San Rafael, CA 94912-8040.

**DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

**SPECIAL NOTICE TO NOMINEES**

If you held any DEI common stock as nominee for a beneficial owner from May 12, 2011 through June 20, 2011, then, within ten (10) days after you received the Court-ordered Legal Notice, you must either: (1) send a copy of this Notice by first class mail to all such owners; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

*DEI Holdings Shareholder Litigation*  
Claims Administrator  
c/o Gilardi & Co. LLC  
P.O. Box 8040  
San Rafael, CA 94912-8040

If you choose to mail the Notice and 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 the Notice and which would not have been incurred but for the obligation to forward the Notice upon submission of appropriate documentation to the Claims Administrator.

DATED: December 23, 2014

BY ORDER OF THE COURT  
ELEVENTH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY FLORIDA