

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

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MARVIN PEARLSTEIN, Individually and	)	)
On Behalf of All Others Similarly Situated,	)	)
	)	)
Plaintiff,	)	)
	)	)
vs.	)	<b>Case No. 1:13-CV-7060-CM</b>
	)	)
BLACKBERRY LIMITED (formerly known as	)	)
RESEARCH IN MOTION LIMITED),	)	)
THORSTEN HEINS, BRIAN BIDULKA,	)	)
and STEVE ZIPPERSTEIN,	)	)
	)	)
Defendants.	)	)
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**AMENDMENT TO STIPULATION OF SETTLEMENT**

Lead Plaintiffs Todd Cox and Mary Dinzik (“Lead Plaintiffs”), on behalf of themselves and each of the Class Members and BlackBerry Limited (“BlackBerry”) enter into this Amendment to Stipulation of Settlement.

WHEREAS Lead Plaintiffs and BlackBerry have entered into a Stipulation of Settlement, effective June 7, 2022 (ECF No. 817) (the “Stipulation of Settlement”),<sup>1</sup> and

WHEREAS Paragraph 8.7 of the Stipulation of Settlement provides that the Stipulation may be amended or modified by a written instrument signed by or on behalf of all Settling Parties,

Paragraph 1.25 of the Stipulation of Settlement is hereby amended to read as follows:

“Covered Transaction” means: (i) a purchase of BlackBerry common stock in the United States; or (ii) a purchase of BlackBerry common stock on the NASDAQ stock exchange. Purchases of BlackBerry common stock on any Canadian stock exchange, including the Toronto Securities Exchange, or on any Canadian alternative trading system registered with Canadian securities regulators are not “Covered Transactions;”

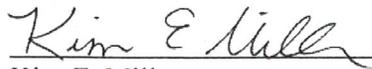
<sup>1</sup> Terms not defined in this Amendment have the meaning given in the Stipulation of Settlement.

Paragraph 1.41 of the Stipulation of Settlement is hereby amended to read as follows:

“Released Claims” means all claims (including but not limited to Unknown Claims), demands, losses, rights, liabilities, suits, debts, obligations, damages, judgments, matters, issues, and causes of action of any nature and description whatsoever, in law, equity, or otherwise, whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, direct or indirect, known or unknown, whether arising under federal, state, local, statutory, common law, foreign law, or any other law, rule, or regulation, whether class and/or individual in nature that have been or could have been asserted in the Action or could in the future be asserted in any forum, whether foreign or domestic, by Plaintiffs, any member of the Class, or their successors, assigns, executors, administrators, representatives, attorneys and agents, whether brought directly, indirectly, or derivatively against any of the Released Defendant Parties, which arise out of, are based on, or relate in any way to, directly or indirectly, any of the allegations, acts, transactions, facts, events, matters, occurrences, disclosures, statements, filings, events, representations, or omissions involved, set forth, alleged or referred to in the Action, or which could have been alleged in the Action, including but not limited to the allegations, transactions, facts, matters, occurrences, disclosures, statements, filings, representations, events, or omissions that Plaintiffs or any other Class Member asserted in the Complaint, and which arise out of, are based upon, or relate in any way, directly or indirectly, to the purchase, acquisition, transfer, holding, ownership, disposition or sale of BlackBerry securities, by any members of the Class during the Class Period, and/or any disclosures, public filings, registration statements, or other Class Period statements by BlackBerry or any Defendant based upon or arising out of any facts, matters, allegations, transactions, events, disclosures, statements, acts, or omissions that were asserted or could have been asserted in this Action or in any other action or forum, whether arising under federal, state, common or foreign law. For the avoidance of doubt, “Released Claims” excludes claims arising from transactions during the Class Period that are not Covered Transactions. “Released Claims” also excludes claims to enforce the Settlement;

Except as so amended, all provisions of the Stipulation of Settlement remain in full force and effect.

**KAHN SWICK & FOTI, LLC**

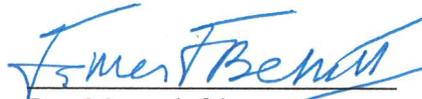


Kim E. Miller  
J. Ryan Lopatka  
250 Park Ave., 7<sup>th</sup> Floor  
New York, NY 10177  
Tel: (212) 696-3730  
Facsimile: (504) 455-1498

Lewis S. Kahn  
Craig J. Geraci, Jr.  
1100 Poydras Street – Suite 3200  
New Orleans, Louisiana 70163  
Telephone: (504) 455-1400  
Facsimile: (504) 455-1498

*Lead Counsel for Class Representatives and  
Lead Plaintiffs and Co-Class Counsel*

**MORRISON & FOERSTER LLP**



Dan Marmalefsky  
707 Wilshire Boulevard  
Los Angeles, California 90017  
Tel: (213) 892-5200

James J. Beha II  
250 West 55th Street  
New York, NY 10019  
Tel: (212) 468-8000

*Counsel for BlackBerry Limited*