

**IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS**

IN RE ELECSYS CORPORATION ) Consolidated Case No. 14CV07182  
SHAREHOLDERS LITIGATION )  
) Division 11  
)

**SCHEDULING ORDER**

WHEREAS, Plaintiffs Shiva Y. Stein, Steven Latoski, and Fred Raleigh (collectively, the “Plaintiffs”) and Defendants Elecsys Corporation (“Elecsys” or “Company”), Stan Gegen, Karl B. Gemperli, Laura L. Ozenberger, George C Semb, and Robert D. Taylor (together, the “Individual Defendants” and collectively with Elecsys, the “Defendants”), have made application, pursuant to K.S.A. 60-223, for an Order approving the proposed settlement of the Action in accordance with a Stipulation and Agreement of Compromise, Settlement and Release entered into by the Parties on June 11, 2015 (the “Stipulation”), and for a release of all Settled Claims (as defined in the Stipulation) and the dismissal of the Action on the merits with prejudice upon the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, the Stipulation contemplates certification by this Court of a Class (as defined below), solely for purposes of settlement;

WHEREAS, the Court has read and considered the Stipulation and the accompanying documents; and

WHEREAS, all parties have consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED this \_\_\_\_ day of June, 2015 that:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. For purposes of the Settlement only, and pending the Settlement Hearing (defined below), the Action is provisionally certified as a mandatory, non-opt-out class action pursuant to K.S.A. 60-223, on behalf of a class consisting of any and all record and beneficial holders of Elecsys common stock (excluding the Individual Defendants and their immediate family

members, any entity in which any Defendant has a controlling interest, and any successors in interest thereto) who owned or held shares of Elecsys common stock at any time between and including November 4, 2014 through and including January 22, 2015, the date of consummation of the Merger, together with their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns (the “Class”).

3. With respect to the Class, this Court finds and concludes that: (a) the members of the Class are so numerous that joinder of all members of the Class in the Action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of the Plaintiffs are typical of the Class; (d) the Plaintiffs and Plaintiffs’ counsel have fairly and adequately represented and protected the interests of all of the Class members; and (e) prosecuting separate actions by or against individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual Class members and that Defendants have acted on grounds that apply generally to the Class.

4. The Court hereby preliminarily approves the Stipulation and the settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

5. A hearing (the “Settlement Hearing”) shall be held on October 30, 2015, at 1:30 p.m., before the Court at Division 11 of the District Court of Johnson County, Kansas located at 100 N. Kansas Avenue, Olathe, Kansas 66061, to determine whether the Court should: (i) approve the Settlement as fair, reasonable, adequate and in the best interests of Plaintiffs and the Class; (ii) finally certify the Action as a class action, without opt-out rights, for settlement purposes only, pursuant to K.S.A. 60-223; (iii) certify the Plaintiffs as the representatives of the Class and appoint the Plaintiffs’ counsel as liaison counsel and lead counsel for the Class, and determine whether the Plaintiffs have adequately represented the interests of the Class in the Action; (iv) consider a request for an award of attorneys’ fees and expenses to the Plaintiffs’

counsel (the “Fee Application”); (v) enter an Order and Final Judgment (the “Final Judgment”) approving the Settlement and releases, as set forth in the Stipulation, and dismissing the Action with prejudice; (vi) hear and rule on any objections to the certification of the Class, the Settlement, the Fee Application and/or the Final Judgment to be entered in the Action; and (vii) determine such other matters as may properly come before the Court.

6. The Court approves, in form and content, the Notice of Pendency of Class Action, Proposed Settlement of Class Action, Settlement hearing and Right to Appear (the “Notice”) attached as Exhibit 3 to the Stipulation and finds that mailing and distribution of the Notice substantially in the manner and form set forth in this Order meets the requirements of Kansas Rule of Civil Procedure 60-223, due process and applicable law, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

(a) No fewer than sixty (60) days before the Settlement Hearing, the Company (or its successor), exclusively at its own expense, shall cause a copy of the Notice to be mailed by first class mail to all record holders of Elecsys common stock any time during the period from and including November 4, 2014 through and including January 22, 2015 at their last known address appearing in the stock transfer records maintained by or on behalf of the Company. All record holders in the Class who were not also the beneficial owners of the shares of the Company’s common stock held by them shall be requested to, within ten (10) days of receiving the Notice, either: (a) send a copy of the Notice to all such beneficial owners; (b) request enough copies of the Notice from the Notice Administrator to send one to each of its beneficial owners, which it will be requested to do within five (5) days of receipt of such additional Notices; or (c) provide a list of the names and addresses of such beneficial owners to the Notice Administrator, so that the Notice Administrator can mail the Notices directly to beneficial stockholders.

(b) At least ten (10) business days before the Settlement Hearing, Elecsys or its successor in interest shall file with the Court an affidavit evidencing dissemination of the

Notice to the Class.

7. The Court reserves the right to adjourn or reschedule the Settlement Hearing, and any matters to be considered therein, without further notice of any kind. The Court reserves the right to approve the Stipulation and the Settlement, at or after the Settlement Hearing, with such modification(s) as may be consented to and requested by the Parties and without further notice to the Class, and retains exclusive jurisdiction over the Action to consider all further matters arising out of or concerning the proposed Settlement

8. All members of the Class shall be bound by the Court's determinations and judgments in the Action concerning the Settlement.

9. Any member of the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Plaintiffs' counsel.

10. Any member of the Class who objects to the class action determination, the Settlement, the Fee Application and/or the Final Judgment to be entered in the Action, or otherwise wishes to be heard, may appear personally or by counsel at the Settlement Hearing and present evidence or argument that may be proper and relevant; *provided, however*, that to do so, such member of the Class must, no later than ten (10) business days prior to the Settlement Hearing (unless the Court otherwise directs or for good cause shown), file with the Clerk of the District Court of Johnson County, Kansas located at 100 N. Kansas Avenue, Olathe, Kansas 66061, the following documents; (i) a written notice of intention to appear, identifying the name, address, and telephone number of the objector and, if represented, their counsel, (ii) documentary evidence of such person's membership in the Class, (iii) the grounds for such objections and any reasons for such person's desiring to appear and be heard, and (iv) all documents and writings such person desires the Court to consider and/or intends to rely on at the Settlement Hearing. Such member of the Class must also serve a copy of the documents filed with the Court to the attorneys listed below by first-class U.S. mail, overnight, or hand delivery such that they are *received* no later than ten (10) business days prior to the Settlement Hearing:

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KENDALL, LLC**

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*Attorneys for Defendants Elecsys  
Corporation and Individual Defendants*

11. Unless the Court otherwise directs, no member of the Class shall be entitled to object to the Settlement, the Fee Application and/or to the Final Judgment, or otherwise be heard, except by serving and filing written objections as prescribed in Paragraph 10 of this Order. Any person who fails to object in the manner provided above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this Action or in any other action or proceeding.

12. The Plaintiffs shall file and serve their opening brief in support of the Settlement and the Fee Application no later than twenty (20) business days prior to the Settlement Hearing. Defendants may file a response to the Plaintiffs' opening brief and Fee Application no later than ten (10) business days prior to the Settlement Hearing. If any objections to the Settlement or the Fee Application are received or filed by any member of the Class, the Plaintiffs and/or Defendants may file and serve a response to those objections no later than five (5) business days prior to the Settlement Hearing.

13. If the Court approves the Settlement provided for in the Stipulation following the Settlement Hearing, Final Judgment shall be entered substantially in the form attached as Exhibit 4 to the Stipulation.

14. In the event that (a) the Court declines, in any material respect, to enter the Final Judgment provided for in the Stipulation and any one of the Settling Parties fails to consent to the entry of another form of order in lieu thereof, (b) the Court disapproves the Settlement

proposed in the Stipulation, including any amendments thereto agreed upon by all of the Settling Parties, or (c) the Court approves the Settlement proposed in the Stipulation or any amendment thereto approved by all of the Settling Parties, but such approval is reversed or substantially modified on appeal and such reversal or modification becomes final by a lapse of time or otherwise provided in the Stipulation, (1) the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of the time immediately prior to the date of the execution of the MOU, as though it were never executed or agreed to, and (2) the MOU, the Stipulation, this Order and any other orders that may have been entered by the Court in connection with the Stipulation and proposed Settlement: (i) shall be null and void and of no force and effect; (ii) shall not be admissible in evidence or referred to for any purpose in the Action or in any other litigation or proceeding; and (iii) shall not be deemed to prejudice in any way the position of any Party with respect to the Action or any other litigation or proceeding, including the right of Defendants to oppose certification of a plaintiff class in any future proceeding, or the right of Plaintiffs to prosecute the Action as if the Settlement and all related discussions had not taken place. For purposes of this provision, any ruling upon the Fee Application, or modification or reversal of any such fees and/or expenses, shall not be deemed a disapproval, modification or reversal of the Settlement or the Final Judgment.

15. The Stipulation, the MOU, the Settlement and all negotiations, discussions, communications, actions and proceedings in connection with any of the foregoing shall not be deemed or constitute a presumption, concession or an admission by any Party, any signatory hereto or any Released Person of any fault, liability or wrongdoing or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Action or any other actions or proceedings, and shall not be interpreted, construed, deemed, involved, invoked, offered or received in evidence or otherwise used by any person in the Action or any other action or proceeding, whether civil, criminal or administrative; *provided, however*, that the Stipulation, Settlement and/or Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to argue that the Stipulation, Settlement and/or Final Judgment

has *res judicata*, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Stipulation, Settlement and/or Final Judgment.

16. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, Plaintiffs and all members of the Class, or any of them, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating the commencement, prosecution or instigation of any action asserting any Settled Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Person.

17. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the members of the Class.

DATED this \_\_\_\_ day of June, 2015.

/s/ PAUL GURNEY  
Dated: 06/19/15

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DISTRICT COURT JUDGE

Approved:

**KENNER NYGAARD DeMAREA  
KENDALL, LLC**

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