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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

ALI ZAIDI, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

vs.

Case No. 4:19-cv-08051-JSW

ADAMAS PHARMACEUTICALS, INC., *et*
al.,

Defendants.

**ORDER PRELIMINARILY APPROVING
SETTLEMENT, PROVIDING FOR NOTICE,
AND SETTING FINAL FAIRNESS HEARING**

This matter comes before the Court upon consideration of the motion for preliminary approval of a class action settlement filed by Lead Plaintiff Ralph Martinez (“Lead Plaintiff”). Lead Plaintiff on behalf of himself and the Settlement Class (defined below) and defendant Richard A. King (“Mr. King” or “Defendant”), as former Chief Operating Officer of Adamas Pharmaceuticals, Inc. (“Adamas”)¹, have determined to settle all claims asserted against Defendant in this Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated February 29, 2024 (the “Stipulation”) subject to approval of this Court (the “Settlement”).

The Court has read and considered: (a) Lead Plaintiff’s motion for preliminary approval of the Settlement, and the papers filed and arguments made in connection therewith; (b) the Stipulation and the exhibits attached thereto; (c) the parties joint supplemental statement filed on March 29, 2024, and has reviewed, *in camera*, (d) the supplemental agreement referenced in paragraph 36 of the Stipulation and Settlement Agreement and concludes the motion can be resolved without oral argument. The Court VACATES the hearing scheduled for April 5, 2024.²

¹ Defendant together with Lead Plaintiff are referred to as the “Parties.”

² Unless otherwise defined herein, all capitalized words contained herein shall have the same

1 **IT IS HEREBY ORDERED:**

2 1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(3)
3 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the
4 proposed Settlement, a Settlement Class consisting of all persons and entities that purchased or
5 otherwise acquired the publicly traded common stock of Adamas, between August 8, 2017 and
6 March 4, 2019, both dates inclusive (the “Settlement Class Period”), and were damaged thereby.
7 Excluded from the Settlement Class are: (a) persons and entities that suffered no compensable
8 losses; (b) all shares of Adamas common stock purchased or acquired directly in Adamas’ January
9 24, 2018 secondary public offering (which stock was issued pursuant to Adamas’ November 21,
10 2016 Registration Statement and January 24, 2018 Prospectus Supplement and all materials
11 incorporated therein) (“Covered Purchases”); and (c)(i) Defendant and Adamas; (ii) any person
12 who served as a partner, control person, officer, and/or director of Adamas during the Settlement
13 Class Period, and members of their Immediate Families (as defined in the Settlement); (iii) present
14 and former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Adamas; (iv)
15 any entity in which the Defendant or Adamas has or had a controlling interest; (v) any trust of
16 which Defendant is the settler or which is for the benefit of the Defendant and/or member(s) of his
17 Immediate Family; (vi) Defendant’s liability insurance carriers; and (vii) the legal representatives,
18 heirs, successors, and assigns of any person or entity excluded under provisions (i) through (vi)
19 hereof. For the avoidance of doubt: (i) “affiliates” are persons or entities that directly, or
20 indirectly through one or more intermediaries, control, are controlled by or are under common
21 control with Adamas or the Defendant; and (ii) Covered Purchases are excluded from this
22 Settlement. Also excluded from the Settlement Class are any persons or entities who or which
23 exclude themselves by submitting a request for exclusion that is accepted by the Court.

24 2. **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the
25 Court finds that each element required for certification of the Settlement Class pursuant to Rule 23
26 _____
27 meanings as they have in the Stipulation;

1 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are
2 so numerous that their joinder in the Action would be impracticable; (b) there are questions of law
3 and fact common to the Settlement Class which predominate over any individual questions; (c) the
4 claims of Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead
5 Plaintiff and Lead Counsel have and will fairly and adequately represent and protect the interests
6 of the Settlement Class; and (e) a class action is superior to other available methods for the fair
7 and efficient adjudication of the Action.

8 3. **Class Representative/Class Counsel** – The Court hereby finds and concludes that
9 pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement
10 only, Lead Plaintiff Ralph Martinez is an adequate class representative and certifies him as the
11 Class Representative for the Settlement Class. The Court also appoints Lead Counsel as Class
12 Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

13 4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily
14 approves the Settlement, as embodied in the Stipulation, as being fair, reasonable and adequate to
15 the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as
16 described below.

17 5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement
18 Hearing”) on August 30, 2024 at 9:00 a.m. in Courtroom 5 – 2nd Floor of the United States
19 Courthouse, 1301 Clay Street, Oakland, CA 94612, for the following purposes: (a) to determine
20 whether the proposed Settlement on the terms and conditions provided for in the Stipulation is
21 fair, reasonable and adequate to the Settlement Class, and should be approved by the Court; (b) to
22 determine whether a Judgment substantially in the form attached as Exhibit B to the Stipulation
23 should be entered dismissing the Action with prejudice against Defendant; (c) to determine
24 whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable
25 and should be approved; (d) to determine whether the motion by Lead Counsel for an award of
26 attorneys’ fees and reimbursement of Litigation Expenses should be approved; and (e) to consider
27 any other matters that may properly be brought before the Court in connection with the
28 Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Settlement

1 Class Members as set forth in paragraph 7 of this Order.

2 6. **Settlement Hearing** – The Court may adjourn the Settlement Hearing without
3 further notice to the Settlement Class, and may approve the proposed Settlement with such
4 modifications as the Parties may agree to, if appropriate, without further notice to the Settlement
5 Class. The Court retains jurisdiction to consider all further applications arising out of or
6 connected with the proposed Settlement. The Court may decide to hold the Settlement Hearing by
7 video conference without further notice to the Class. Any Class Member (or his, her, or its
8 counsel) who wishes to appear at the Settlement Hearing should consult the Court’s docket and/or
9 the Settlement Website for any change in date, time, or format of the hearing.

10 7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead
11 Counsel is hereby authorized to retain Strategic Claims Services (the “Claims Administrator”) to
12 supervise and administer the notice procedure in connection with the proposed Settlement as well
13 as the processing of Claims as more fully set forth below. Notice of the Settlement and the
14 Settlement Hearing shall be given by Lead Counsel as follows:

15 (a) within five (5) business days of the date of entry of this Order, Adamas, or
16 its successor entity, will conduct a reasonable search for Adamas’ securities lists (consisting of
17 names and last known addresses) of the purchasers of the Adamas common stock during the
18 Settlement Class Period. If, after a reasonable search, such information can be obtained, Adamas,
19 or its successor entity, will provide or cause to be provided to the Claims Administrator in an
20 electronic format such as Excel (at no cost to the Settlement Fund, Lead Plaintiff, the Settlement
21 Class, Lead Plaintiff’s Counsel, or the claims administrator), its securities lists (consisting of
22 names and last known addresses) of the purchasers of the Adamas common stock during the
23 Settlement Class Period;

24 (b) not later than twenty (20) business days after the date of entry of this Order
25 (the “Notice Date”), the Claims Administrator shall cause a copy of the Postcard Notice,
26 substantially in the form attached as Exhibit A-4 to Docket No. 124-1, to be mailed by first-class
27 mail to potential Settlement Class Members at the addresses set forth in the records, to the extent
28 available as described in 7(a), provided or caused to be provided by Adamas, or its successor

1 entity, or who otherwise may be identified through further reasonable effort, and to the brokers
2 and other nominees (“Nominees”) contained in the Claims Administrator’s broker database;

3 (c) contemporaneously with the mailing of the Postcard Notice, the Claims
4 Administrator shall cause copies of the Notice and the Claim Form to be posted on a website to be
5 developed for the Settlement, from which copies of the Notice and Claim Form can be
6 downloaded;

7 (d) not later than ten (10) business days after the Notice Date, the Claims
8 Administrator shall cause the Summary Notice, substantially in the form attached as Exhibit A-3
9 to Docket No. 124-1 to be published once in *Investor’s Business Daily* and to be transmitted once
10 over the *PR Newswire*; and

11 (e) not later than seven (7) calendar days prior to the Settlement Hearing, Lead
12 Counsel shall serve on Defendant’s Counsel and file with the Court proof, by affidavit or
13 declaration, of such mailing and publication.

14 8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form
15 and content, the Notice, the Claim Form, the Summary Notice, and the Postcard Notice attached as
16 Exhibits A-1, A-2, A-3, and A-4 to Docket No. 124-1, **as modified by the parties per their Joint**
17 **Supplemental Statement**, respectively, and (b) finds that the mailing and distribution of the
18 Postcard Notice, the posting of the Notice and Claim Form online, and the publication of the
19 Summary Notice in the manner and form set forth in paragraph 7 of this Order (i) is the best notice
20 practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the
21 circumstances, to apprise Settlement Class Members of the pendency of the Action, of the effect
22 of the proposed Settlement (including the Releases to be provided thereunder), of Lead Counsel’s
23 motion for an award of attorneys’ fees and reimbursement of Litigation Expenses, of their right to
24 object to the Settlement, the Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees
25 and reimbursement of Litigation Expenses, of their right to exclude themselves from the
26 Settlement Class, and of their right to appear at the Settlement Hearing; (iii) constitutes due,
27 adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed
28 Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure,

1 the United States Constitution (including the Due Process Clause), the Private Securities Litigation
2 Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules. The
3 date and time of the Settlement Hearing shall be included in the Postcard Notice, Notice, and
4 Summary Notice before they are mailed, posted online, and published, respectively.

5 9. **Nominee Procedures** – Brokers and other nominees who purchased or otherwise
6 acquired publicly traded Adamas common stock during the Settlement Class Period for the benefit
7 of another person or entity shall, within seven (7) calendar days of receipt of the Claims
8 Administrator’s notice of the Settlement, either: (a) request from the Claims Administrator
9 sufficient copies of the Postcard Notice to forward to all such beneficial purchasers/owners and,
10 within seven (7) calendar days of receipt of those Postcard Notices, forward them to all such
11 beneficial purchasers/owners; (b) request from the Claims Administrator a link to the Notice and
12 Claim Form and, within seven (7) calendar days of receipt of the link, email the link to all such
13 beneficial purchasers/owners for whom valid email addresses are available; or (c) send a list of the
14 names, addresses and email addresses (if available) of all such beneficial purchasers/owners to the
15 Claims Administrator, in which event the Claims Administrator shall promptly mail the Postcard
16 Notice, and/or email a link to the Notice and Claim Form, to such beneficial purchasers/owners.
17 Nominees that choose to follow procedures (a) or (b) shall also send a statement to the Claims
18 Administrator confirming that the mailing or emailing was made as directed. Upon full
19 compliance with these directions, such nominees may seek reimbursement of their reasonable
20 expenses actually incurred up to a maximum of \$0.03 per name, address and email address (if
21 available) provided to the Claims Administrator; up to \$0.03 per Postcard Notice actually mailed,
22 plus postage at the rate used by Claims Administrator; or up to \$0.03 per link to the Notice and
23 Claim Form transmitted by email, by providing the Claims Administrator with proper
24 documentation supporting the expenses for which reimbursement is sought. Such properly
25 documented expenses incurred by nominees in compliance with the terms of this Order shall be
26 paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of
27 expenses incurred subject to review by the Court. Nominees are not authorized to print the
28 Postcard Notice. Postcard Notices may only be printed by the Claims Administrator.

1 10. **CAFA Notice** – As provided in the Stipulation, Defendant shall serve the
2 notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 et seq. (“CAFA”) no later
3 than ten (10) calendar days following the filing of the Stipulation with the Court. No later than
4 seven (7) calendar days before the Settlement Hearing, Defendant shall cause to be served on Lead
5 Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with 28
6 U.S.C. § 1715(b). Any delay by Defendant in serving the CAFA notice will not provide grounds
7 for delay of the Settlement Hearing or entry of the Judgment.

8 11. **Participation in the Settlement** – Settlement Class Members who wish to
9 participate in the Settlement and to be eligible to receive a distribution from the Net Settlement
10 Fund must complete and submit a Claim Form in accordance with the instructions contained
11 therein. Unless the Court orders otherwise, all Claim Forms must be submitted online or
12 postmarked no later than one hundred twenty (120) calendar days after the Notice Date.
13 Notwithstanding the foregoing, Lead Counsel may, at its discretion, accept for processing late
14 Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the
15 Settlement Class. By submitting a Claim, a person or entity shall be deemed to have submitted to
16 the jurisdiction of the Court with respect to his, her or its Claim and the subject matter of the
17 Settlement.

18 12. **Claim Forms** – Each Claim Form submitted must satisfy the following conditions:
19 (a) it must be properly completed, signed and submitted in a timely manner in accordance with the
20 provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting
21 documentation for the transactions and holdings reported therein, in the form of broker
22 confirmation slips, broker account statements, an authorized statement from the broker containing
23 the transactional and holding information found in a broker confirmation slip or account
24 statement, or such other documentation as is deemed adequate by Lead Counsel or the Claims
25 Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a
26 certification of his, her or its current authority to act on behalf of the Settlement Class Member
27 must be included in the Claim Form to the satisfaction of Lead Counsel or the Claims
28 Administrator; and (d) the Claim Form must be complete and contain no material deletions or

1 modifications of any of the printed matter contained therein and must be signed under penalty of
2 perjury.

3 13. **Waiver of Claims** – Any Settlement Class Member that does not timely and
4 validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be
5 deemed to have waived his, her or its right to share in the Net Settlement Fund; (b) shall be
6 forever barred from participating in any distributions therefrom; (c) shall be bound by the
7 provisions of the Stipulation and the Settlement and all proceedings, determinations, orders and
8 judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate
9 Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable
10 to the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any
11 of the Released Plaintiff’s Claims against each and all of the Defendant’s Releasees, as more fully
12 described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be
13 accepted for processing as set forth in paragraph 11 above.

14 14. **Exclusion From the Settlement Class** – Any member of the Settlement Class who
15 wishes to exclude himself, herself or itself from the Settlement Class must request exclusion in
16 writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any
17 such request for exclusion from the Settlement Class must be mailed or delivered such that it is
18 received no later than twenty-one (21) calendar days prior to the Settlement Hearing, to: *Adamas*
19 *Securities Litigation*, EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N.
20 Jackson Street, Suite 205, Media, PA 19063, and (b) each request for exclusion must (i) state the
21 name, address, and telephone number of the person or entity requesting exclusion, and in the case
22 of entities, the name and telephone number of the appropriate contact person; (ii) state that such
23 person or entity “requests exclusion from the Settlement Class in *Zaidi v. Adamas*
24 *Pharmaceuticals Inc.*, 4:19-cv-08051-JSW”; (iii) state the number of shares of publicly traded
25 Adamas common stock that the person or entity requesting exclusion purchased/acquired and/or
26 sold during the Settlement Class Period, as well as the dates and prices of each such
27 purchase/acquisition and sale; and (iv) be signed by the person or entity requesting exclusion or an
28 authorized representative. A request for exclusion shall not be effective unless it provides all the

1 required information and is received within the time stated above, or is otherwise accepted by the
2 Court.

3 15. **Exclusion from Settlement Class** – Any person or entity who or which timely and
4 validly requests exclusion in compliance with the terms stated in this Order and is excluded from
5 the Settlement Class shall not be a Settlement Class Member, shall not be bound by the terms of
6 the Settlement or any orders or judgments in the Action and shall not receive any payment out of
7 the Net Settlement Fund.

8 16. **Failure to Request Exclusion** – Any Settlement Class Member who or which does
9 not timely and validly request exclusion from the Settlement Class in the manner stated in this
10 Order: (a) shall be deemed to have waived his, her or its right to be excluded from the Settlement
11 Class; (b) shall be forever barred from requesting exclusion from the Settlement Class in this or
12 any other proceeding; (c) shall be bound by the provisions of the Stipulation and Settlement and
13 all proceedings, determinations, orders and judgments in the Action, including, but not limited to,
14 the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether
15 favorable or unfavorable to the Settlement Class; and (d) will be barred from commencing,
16 maintaining or prosecuting any of the Released Plaintiff's Claims against any of the Defendant's
17 Releasees, as more fully described in the Stipulation and Notice.

18 17. **Appearance and Objections at Settlement Hearing** – Any Settlement Class
19 Member who does not request exclusion from the Settlement Class may enter an appearance in the
20 Action, at his, her or its own expense, individually or through counsel of his, her or its own choice,
21 by filing with the Clerk of Court a notice of appearance no later than twenty-one (21) calendar
22 days prior to the Settlement Hearing, or as the Court may otherwise direct. Any Settlement Class
23 Member who does not enter an appearance will be represented by Lead Counsel.

24 18. **Settlement Class Member Objection to Settlement** – Any Settlement Class
25 Member who does not request exclusion from the Settlement Class may file a written objection to
26 the proposed Settlement, the proposed Plan of Allocation, and/or Lead Counsel's motion for an
27 award of attorneys' fees and reimbursement of Litigation Expenses and appear and show cause, if
28 he, she or it has any cause, why the proposed Settlement, the proposed Plan of Allocation and/or

1 Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses should not
2 be approved; *provided, however*, that no Settlement Class Member shall be heard or entitled to
3 contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of
4 Allocation and/or the motion for attorneys' fees and reimbursement of Litigation Expenses unless
5 that person or entity has filed a written objection with the Court no later than twenty-one (21)
6 calendar days prior to the Settlement Hearing.

7 19. **Objections** – Any objections, filings and other submissions by the objecting
8 Settlement Class Member: (a) must state the name, address, and telephone number of the person or
9 entity objecting and must be signed by the objector; (b) must contain a statement of the Settlement
10 Class Member's objection or objections, and the specific reasons for each objection, including any
11 legal and evidentiary support the Settlement Class Member wishes to bring to the Court's
12 attention; and (c) must include documents sufficient to prove membership in the Settlement Class,
13 including the number of shares of publicly traded Adamas common stock that the objecting
14 Settlement Class Member purchased/acquired and/or sold during the Settlement Class Period, as
15 well as the dates and prices of each such purchase/acquisition and sale. Objectors who enter an
16 appearance and desire to present evidence at the Settlement Hearing in support of their objection
17 must include in their written objection or notice of appearance the identity of any witnesses they
18 may call to testify and any exhibits they intend to introduce into evidence at the hearing.

19 20. **Waiver of Objection Rights** – Any Settlement Class Member who or which does
20 not make his, her, or its objection in the manner provided herein shall be deemed to have waived
21 his, her, or its right to object to any aspect of the proposed Settlement, the proposed Plan of
22 Allocation, and Lead Counsel's motion for an award of attorneys' fees and reimbursement of
23 Litigation Expenses and shall be forever barred and foreclosed from objecting to the fairness,
24 reasonableness or adequacy of the Settlement, the Plan of Allocation or the requested attorneys'
25 fees and Litigation Expenses, or from otherwise being heard concerning the Settlement, the Plan
26 of Allocation or the requested attorneys' fees and Litigation Expenses in this or any other
27 proceeding.

28 21. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the

1 Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce
2 the terms and conditions of the Stipulation. Pending final determination of whether the Settlement
3 should be approved, the Court bars and enjoins Lead Plaintiff, and all other members of the
4 Settlement Class, from commencing or prosecuting any and all of the Released Plaintiff's Claims
5 against each and all of the Defendant's Releasees.

6 22. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in
7 identifying Settlement Class Members and notifying them of the Settlement as well as in
8 administering the Settlement shall be paid as set forth in the Stipulation without further order of
9 the Court.

10 23. **Settlement Fund** – The contents of the Settlement Fund held by The Huntington
11 National Bank (which the Court approves as the Escrow Agent), shall be deemed and considered
12 to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until
13 such time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the
14 Court.

15 24. **Taxes** – Lead Counsel is authorized and directed to prepare any tax returns and any
16 other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund
17 any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with
18 respect to Taxes and any reporting or filings in respect thereof without further order of the Court
19 in a manner consistent with the provisions of the Stipulation.

20 25. **Termination of Settlement** – If the Settlement is terminated as provided in the
21 Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails
22 to occur, this Order shall be vacated, rendered null and void and be of no further force and effect,
23 except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the
24 rights of Lead Plaintiff, the other Settlement Class Members and Defendant, and the Parties shall
25 revert to their respective positions in the Action as of July 28, 2023, as provided in the Stipulation.

26 26. **Use of this Order** – Neither this Order, the Stipulation (whether or not
27 consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any
28 other plan of allocation that may be approved by the Court), the negotiations leading to the

1 execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the
2 Stipulation and/or approval of the Settlement (including any arguments proffered in connection
3 therewith): (a) shall be offered against any of the Defendant's Releasees as evidence of, or
4 construed as, or deemed to be evidence of any presumption, concession, or admission by any of
5 the Defendant's Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the
6 validity of any claim that was or could have been asserted or the deficiency of any defense that has
7 been or could have been asserted in this Action or in any other litigation, or of any liability,
8 negligence, fault, or other wrongdoing of any kind of any of the Defendant's Releasees or in any
9 way referred to for any other reason as against any of the Defendant's Releasees, in any civil,
10 criminal or administrative action or proceeding, other than such proceedings as may be necessary
11 to effectuate the provisions of the Stipulation; (b) shall be offered against any of the Plaintiff's
12 Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption,
13 concession or admission by any of the Plaintiff's Releasees that any of their claims are without
14 merit, that any of the Defendant's Releasees had meritorious defenses, or that damages
15 recoverable under the Complaint would not have exceeded the Settlement Amount or with respect
16 to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any
17 other reason as against any of the Plaintiff's Releasees, in any civil, criminal or administrative
18 action or proceeding, other than such proceedings as may be necessary to effectuate the provisions
19 of the Stipulation; or (c) shall be construed against any of the Releasees as an admission,
20 concession, or presumption that the consideration to be given under the Settlement represents the
21 amount which could be or would have been recovered after trial; *provided, however*, that if the
22 Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel
23 may refer to it to effectuate the protections from liability granted thereunder or otherwise to
24 enforce the terms of the Settlement.

25 27. **Supporting Papers** – Lead Counsel shall file and serve the opening papers in
26 support of the proposed Settlement, the Plan of Allocation, and Lead Counsel's motion for an
27 award of attorneys' fees and reimbursement of Litigation Expenses no later than fifty-six (56)
28 calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no

1 later than seven (7) calendar days prior to the Settlement Hearing.

2 28. The Court retains jurisdiction to consider all further applications arising out of or
3 connected with the proposed Settlement.

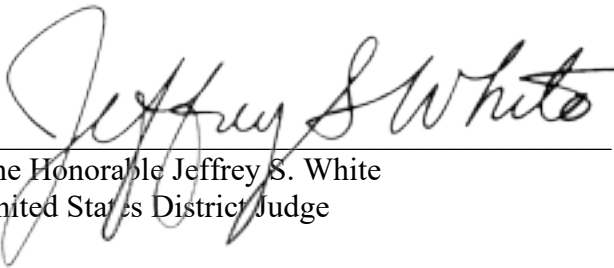
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5 **IT IS SO ORDERED.**

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7 April 2, 2024

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The Honorable Jeffrey S. White
United States District Judge

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