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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.

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a class action is pending in this Court entitled *Ali Zaidi v. Adamas Pharmaceuticals Inc., et al.*, 4:19-cv-08051-JSW (the “Action”);

WHEREAS, (a) lead plaintiff Ralph Martinez (“Lead Plaintiff”), on behalf of himself and the Settlement Class (defined below), and (b) defendant Richard A. King, former Chief Operating Officer of Adamas Pharmaceuticals, Inc. (“Adamas”) (Mr. King, the “Defendant”; and together with Lead Plaintiff, the “Parties”), 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”), that provides for a complete dismissal with prejudice of the claims asserted against Defendant in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated April 2, 2024 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

1 WHEREAS, due and adequate notice has been given to the Settlement Class;

2 WHEREAS, the Court conducted a hearing on September 27, 2024 (the “Settlement
3 Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement
4 are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and (b)
5 whether a judgment should be entered dismissing the Action with prejudice as against the
6 Defendant; and

7 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and
8 proceedings held herein in connection with the Settlement, all oral and written comments received
9 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

11 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and
12 all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each
13 of the Settlement Class Members.

14 2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes
15 a part hereof: (a) the Stipulation filed with the Court on March 1, 2024; and (b) the Notice, the
16 Summary Notice, and the Postcard Notice, all of which were filed with the Court on July 30, 2024.

17 3. **Class Certification for Settlement Purposes** – The Court hereby affirms its
18 determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement
19 only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil
20 Procedure on behalf of the Settlement Class consisting of all persons and entities that purchased or
21 otherwise acquired the publicly traded common stock of Adamas, between August 8, 2017 and
22 March 4, 2019, both dates inclusive (the “Settlement Class Period”), and were damaged thereby.
23 Excluded from the Settlement Class are: (a) persons and entities that suffered no compensable
24 losses; (b) all shares of Adamas common stock purchased or acquired directly in Adamas’ January
25 24, 2018 secondary public offering (which stock was issued pursuant to Adamas’ November 21,
26 2016 Registration Statement and January 24, 2018 Prospectus Supplement and all materials
27 incorporated therein) (“Covered Purchases”); and (c)(i) Defendant and Adamas; (ii) any person who
28 served as a partner, control person, officer, and/or director of Adamas during the Settlement Class

1 Period, and members of their Immediate Families (as is defined in the Settlement); (iii) present and
2 former parents, subsidiaries, assigns, successors, affiliates, and predecessors of Adamas; (iv) any
3 entity in which the Defendant or Adamas has or had a controlling interest; (v) any trust of which
4 Defendant is the settler or which is for the benefit of the Defendant and/or member(s) of his
5 Immediate Family; (vi) Defendant’s liability insurance carriers; and (vii) the legal representatives,
6 heirs, successors, and assigns of any person or entity excluded under provisions (i) through (vi)
7 hereof. For the avoidance of doubt: (i) “affiliates” are persons or entities that directly, or indirectly
8 through one or more intermediaries, control, are controlled by or are under common control with
9 Adamas or the Defendant; and (ii) Covered Purchases are excluded from this Settlement.

10 4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil
11 Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations
12 in the Preliminary Approval Order certifying Lead Plaintiff as the Class Representative for the
13 Settlement Class and appointing Lead Counsel as Class Counsel for the Settlement Class. Lead
14 Plaintiff and Lead Counsel have fairly and adequately represented the Settlement Class both in terms
15 of litigating the Action and for purposes of entering into and implementing the Settlement and have
16 satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

17 5. **Notice** – The Court finds that the dissemination of the Postcard Notice, the online
18 posting of the Notice, and the publication of the Summary Notice: (a) were implemented in
19 accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under
20 the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances,
21 to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed
22 Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel’s motion for an
23 award of attorneys’ fees and reimbursement of Litigation Expenses; (iv) their right to object to any
24 aspect of the Settlement, the Plan of Allocation and/or Lead Counsel’s motion for attorneys’ fees
25 and reimbursement of Litigation Expenses; (v) their right to exclude themselves from the Settlement
26 Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and
27 sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and
28 (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States

1 Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of
2 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

3 6. **CAFA Notice** - The Court finds that the notice requirements set forth in the Class
4 Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action, have been
5 satisfied.

6 7. **Objections** – No objections to the Settlement were submitted pursuant to Rule
7 23(e)(5) of the Federal Rules of Civil Procedure.

8 8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in
9 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally
10 approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the
11 amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the
12 claims asserted against Defendant in the Action), and finds that the Settlement is, in all respects,
13 fair, reasonable and adequate to the Settlement Class. The Parties are directed to implement,
14 perform and consummate the Settlement in accordance with the terms and provisions contained in
15 the Stipulation.

16 9. **Dismissal of Action, With Prejudice** – The Action and all of the claims asserted
17 against Defendant in the Action by Lead Plaintiff and the other Settlement Class Members are
18 hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as
19 otherwise expressly provided in the Stipulation.

20 10. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever
21 binding on Defendant, Lead Plaintiff and all other Settlement Class Members (regardless of whether
22 or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a
23 distribution from the Net Settlement Fund), as well as their respective successors and assigns.

24 11. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together
25 with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly
26 incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly,
27 this Court orders that:

28 (a) Without further action by anyone, and subject to paragraph 12 below, upon

1 the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members,
2 on behalf of themselves, and on behalf of any other person or entity legally entitled to bring Released
3 Plaintiff's Claims on behalf of the respective Settlement Class Member in such capacity only, shall
4 be deemed to have, and by operation of law and of this Judgment shall have, fully, finally and forever
5 compromised, settled, released, resolved, relinquished, waived and discharged each and every
6 Released Plaintiff's Claim against the Defendant and the other Defendant's Releasees, and shall
7 forever be barred and enjoined from prosecuting any or all of the Released Plaintiff's Claims against
8 any of the Defendant's Releasees.

9 (b) Without further action by anyone, and subject to paragraph 12 below, upon
10 the Effective Date of the Settlement, Defendant, on behalf of himself, and on behalf of any other
11 person or entity legally entitled to bring Released Defendant's Claims on behalf of the Defendant
12 in such capacity only, shall be deemed to have, and by operation of law and of the judgment shall
13 have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and
14 discharged each and every Released Defendant's Claim against Lead Plaintiff and the other
15 Plaintiff's Releasees, and shall forever be barred and enjoined from prosecuting any or all of the
16 Released Defendant's Claims against any of the Plaintiff's Releasees.

17 12. **Enforcement of Terms** – Notwithstanding paragraphs 11(a) – (b) above, nothing in
18 this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the
19 Stipulation or this Judgment.

20 13. **Rule 11 Findings** – The Court finds and concludes that the Parties and their
21 respective counsel have complied in all respects with the requirements of Rule 11 of the Federal
22 Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of
23 the Action.

24 14. **No Admissions** – Neither this Judgment, the Stipulation (whether or not
25 consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any
26 other plan of allocation that may be approved by the Court), the negotiations leading to the execution
27 of the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or
28 approval of the Settlement (including any arguments proffered in connection therewith):

1 (a) shall be offered against any of the Defendant's Releasees as evidence of, or
2 construed as, or deemed to be evidence of any presumption, concession, or admission by any of the
3 Defendant's Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the validity
4 of any claim that was or could have been asserted or the deficiency of any defense that has been or
5 could have been asserted in this Action or in any other litigation, or of any liability, negligence,
6 fault, or other wrongdoing of any kind of any of the Defendant's Releasees or in any way referred
7 to for any other reason as against any of the Defendant's Releasees, in any civil, criminal or
8 administrative action or proceeding, other than such proceedings as may be necessary to effectuate
9 the provisions of the Stipulation;

10 (b) shall be offered against any of the Plaintiff's Releasees, as evidence of, or
11 construed as, or deemed to be evidence of any presumption, concession or admission by any of the
12 Plaintiff's Releasees that any of their claims are without merit, that any of the Defendant's Releasees
13 had meritorious defenses, or that damages recoverable under the Complaint would not have
14 exceeded the Settlement Amount or with respect to any liability, negligence, fault or wrongdoing of
15 any kind, or in any way referred to for any other reason as against any of the Plaintiff's Releasees,
16 in any civil, criminal or administrative action or proceeding, other than such proceedings as may be
17 necessary to effectuate the provisions of the Stipulation; or

18 (c) shall be construed against any of the Releasees as an admission, concession,
19 or presumption that the consideration to be given under the Settlement represents the amount which
20 could be or would have been recovered after trial; provided, however, that the Parties and the
21 Releasees and their respective counsel may refer to this Judgment and the Stipulation to effectuate
22 the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of
23 the Settlement.

24 15. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any
25 way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of
26 the administration, interpretation, implementation and enforcement of the Settlement; (b) the
27 disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation
28 Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion

1 to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f)
2 the Settlement Class Members for all matters relating to the Action.

3 16. **Orders re Lead Counsel’s Fees and Plan of Allocation** – Separate orders shall be
4 entered regarding approval of a plan of allocation and the motion of Lead Counsel for an award of
5 attorneys’ fees and reimbursement of Litigation Expenses. Such orders shall in no way affect or
6 delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

7 17. **Modification of the Agreement of Settlement** – Without further approval from the
8 Court, Lead Plaintiff and Defendant are hereby authorized to agree to and adopt such amendments
9 or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that:
10 (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of
11 Settlement Class Members in connection with the Settlement. Without further order of the Court,
12 Lead Plaintiff and Defendant may agree to reasonable extensions of time to carry out any provisions
13 of the Settlement.

14 18. **Termination of Settlement** – If the Settlement is terminated as provided in the
15 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be
16 vacated, rendered null and void and be of no further force and effect, except as otherwise provided
17 by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiff’s, the
18 other Settlement Class Members and Defendant, and the Parties shall revert to their respective
19 positions in the Action as of July 28, 2023, as provided in the Stipulation.

20 19. **Entry of Final Judgment** – There is no just reason to delay the entry of this
21 Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly
22 directed to immediately enter this final judgment in this Action.

23 SO ORDERED this _____ day of _____, 2024.

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The Honorable Jeffrey S. White
United States District Judge