

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JOHN UTESCH, Individually and on Behalf of All
Others Similarly Situated,

Civil Action No. 2:16-cv-05932-WB

Plaintiff(s),

v.

Judge Wendy Beetlestone

LANNETT COMPANY, INC., ARTHUR P.
BEDROSIAN, and MARTIN P. GALVAN,

Defendants.

**ORDER GRANTING PLAINTIFFS' AMENDED UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT,
FOR ISSUANCE OF NOTICE TO THE SETTLEMENT CLASS,
AND FOR SCHEDULING OF SETTLEMENT HEARING**

WHEREAS, (a) Lead Plaintiff University of Puerto Rico Retirement System (“UPRRS”) and plaintiff Ironworkers Locals 40, 361 & 417 Union Security Funds (“Ironworkers”), on behalf of themselves and the Settlement Class (defined below) (collectively, the “Plaintiffs”); and (b) defendants Arthur P. Bedrosian and Martin P. Galvan (the “Defendants,” and at times herein, the “Individual Defendants,” and, together with Plaintiffs, the “Parties”), have entered into the Amended Stipulation of Settlement, dated December 4, 2025 (the “Stipulation”)¹, which is subject to review under Rule 23 of the Federal Rules of Civil Procedure (“FRCP”) and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the claims alleged in the above-captioned class action (the “Action”); and

WHEREAS, the Court having read and considered the Stipulation, the exhibits thereto, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order; and the Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED, this 9th day of December, 2025, that:

1. Upon consideration of Plaintiffs’ Amended Unopposed Motion for Preliminary Approval of Class Action Settlement (ECF No. 296) (the “Motion”), the Motion is GRANTED as set forth herein.

2. The Settlement Class has the same definition as the class previously certified by the Court, consisting of all persons and entities who purchased or acquired the publicly traded common stock of Lannett Company, Inc. (“Lannett” or the “Company”) during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. Excluded from the Settlement Class are the Individual Defendants, each of the Individual Defendants’ Immediate

¹ Capitalized terms used but not defined herein have the meanings set forth in the Stipulation.

Family Members, Lannett, the officers and directors of the Company, at all relevant times, their Immediate Family Members and their legal representatives, heirs, successors, or assigns and any entity in which the Individual Defendants or Lannett have or had a controlling interest.² Also excluded from the Settlement Class are those Persons who would otherwise be Settlement Class Members but who timely and validly exclude themselves therefrom in accordance with the requirements set by the Court.

3. The Court finds that: (a) the Settlement resulted from good faith, arm's-length negotiations conducted with the assistance of an independent mediator, David M. Murphy, Esq., who has extensive experience in mediating class action litigations of this type; and (b) the terms of the proposed Settlement are sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a Settlement Hearing to be held following the issuance of such notice.

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

5. The Court hereby schedules the Settlement Hearing to be held before the Court for April 16, 2026, at 12:30 p.m. at the United Stated District Court for the Eastern District of Pennsylvania, James A. Byrne United States Courthouse, 601 Market Street, Courtroom 10-A, Philadelphia, PA 19106 for the following purposes:

² On August 12, 2021, the Court certified this Action as a class action on behalf of a class consisting of all persons and entities who purchased or acquired the publicly traded common stock of Lannett during the period from July 15, 2014 and October 31, 2017, inclusive, and who were damaged thereby. *See ECF Nos. 197 & 198.* The Court also appointed UPRRS and Ironworkers as Class Representative and Abraham, Fruchter & Twersky, LLP ("AF&T") as Class Counsel. ECF No. 198 at 2. On April 18, 2023, the Court's class certification decision was upheld on appeal by the United States Court of Appeals for the Third Circuit. *University of Puerto Rico Retirement System v. Lannett Co., Inc., et al.*, 2023 WL 2985120 (3d Cir. Apr. 18, 2023).

- (a) to determine finally whether the Settlement is fair, reasonable, and adequate to the Settlement Class, and should be approved by the Court;
- (b) to determine whether the proposed Order and Final Judgment, which is Exhibit B to the Stipulation that is attached as Exhibit 1 to the Declaration of Lawrence D. Levit in Support of Plaintiffs' Amended Unopposed Motion for Preliminary Approval of Class Action Settlement, for Issuance of Notice to the Settlement Class, and for Scheduling of Settlement Hearing, should be entered, thereby dismissing the Action on the merits and with prejudice, and effectuating the Released Plaintiffs' Parties release of the Released Claims and the Released Defendants' Parties release of the Released Defendants' Claims, as set forth in the Stipulation;
- (c) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund should be approved by the Court as fair and reasonable;
- (d) to consider Plaintiffs' Counsel's Fee and Expense Application for an award of attorneys' fees and expenses (and any requested awards to Plaintiffs);
- (e) to consider any properly submitted objections or requests to "opt out" received by the Court; and
- (f) to rule upon such other matters as the Court may deem appropriate.

6. The Court reserves the right to modify this Order to provide that the Settlement Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Class Counsel are hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, to be heard at the Settlement Hearing) on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about this Action (the "Settlement Website").

7. The Court also reserves the right to adjourn the Settlement Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket (provided that the time or the date of the final Settlement Hearing shall not be set

at a time or date earlier than the time and date set forth in ¶ 5 above). In such event, however, Class Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

8. Following the Settlement Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Parties may agree, without further notice, and to enter its Order and Final Judgment approving the Settlement and dismissing the Action on the merits and with prejudice, regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses and Plaintiffs' request for payment for their representation of the Settlement Class.

9. The Court approves the form, substance, and requirements of: (a) the Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses (the "Long Notice"); (b) the Summary Notice of (I) Pendency of Class Action and Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses; (c) the Postcard Notice; and (d) the Proof of Claim and Release (the "Proof of Claim"), all of which are exhibits to the Stipulation.

10. The Court finds that Class Counsel have the authority to enter into the Settlement on behalf of the Settlement Class and to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

11. For settlement purposes only, A.B. Data is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

12. In full and final settlement of the claims asserted in the Action and in consideration of the releases specified in the Stipulation, Defendants shall deposit or cause to be deposited the Settlement Amount in accordance with instructions to be provided by the Escrow Agent or Class

Counsel on or before fifteen (15) calendar days after the later to occur of: entry of this Order; and the Escrow Agent or Class Counsel providing to Defendants' Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including without limitation, wire transfer instructions (including bank name and ABA routing number, address, account name and number), payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. Within ten (10) days from the filing of the Stipulation with the Court, Class Counsel shall send Defendants' Counsel an encrypted e-mail containing complete particulars for payment by wire transfer or, if payment is to be made by check, instructions regarding payee, delivery, and addressee information, and a W-9. If the entire Settlement Amount is not timely paid into the Escrow Account in accordance with the above, Class Counsel may terminate the Settlement, but only if: (i) Class Counsel has notified Defendants' Counsel in writing of Class Counsel's intention to terminate the Settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Account within five (5) calendar days after Class Counsel has provided such written notice.

13. In accordance with ¶ 4.3 of the Stipulation, to the extent they have not already done so, Defendants shall use reasonable efforts to assist with the process of providing to the Claims Administrator the last known names and addresses of all Persons or entities who, based on the records of Lannett and/or its successor entity, the transfer agent, the depositary bank, or others, are likely to be Settlement Class Members or nominees of Settlement Class Members, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. Defendants shall, to the extent possible, use reasonable efforts to cooperate in obtaining and providing the applicable records containing the Settlement Class information in electronic searchable form, such as Excel or other form acceptable to the Claims Administrator.

14. Class Counsel, through the Claims Administrator, shall make all reasonable efforts to give notice to nominees or custodians who purchased or acquired Lannett common stock during the Class Period as record owners but not as beneficial owners. Such nominees or custodians shall, within ten (10) calendar days of receipt of the Postcard Notice or the Long Notice and Proof of Claim, either (i) request copies of the Postcard Notice sufficient to mail the Postcard Notice to all beneficial owners for whom they are a nominee or custodian, and within ten (10) calendar days after receipt thereof send copies to each such beneficial owner; (ii) provide the Claims Administrator with lists of the names, last known addresses, and email addresses (to the extent known) of such beneficial owners, in which event the Claims Administrator shall promptly deliver the Postcard Notice or the Long Notice and Proof of Claim to such beneficial owners; or (iii) request an electronic copy of the Summary Notice or a link to the Long Notice and Proof of Claim and email the Summary Notice or the link to the Long Notice and Proof of Claim in electronic format to each such beneficial owner. Nominees or custodians who elect to email the Summary Notice or the Long Notice and Proof of Claim or send the Postcard Notice to their beneficial owners shall send a written certification to the Claims Administrator confirming that the emailing and/or mailing has been made as directed. Additional copies of the Postcard Notice shall be made available to any nominee or custodian requesting same for the purpose of distribution to beneficial owners. Upon full and timely compliance with these directions, the Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred in providing Notice to beneficial owners, which expenses would not have been incurred except for the sending of such Notice, and subject to further order of this Court with respect to any dispute concerning such reimbursement, up to a maximum of \$0.03 plus postage at the pre-sort postage rate used by the Claims Administrator per Postcard Notice actually mailed; \$0.03 per Summary Notice or Long Notice and Proof of Claim link emailed; or \$0.03 per

name, address, and email address provided to the Claims Administrator. Such properly documented expenses actually incurred by nominees in compliance with the terms of these instructions will be paid from the Settlement Fund.

15. The Claims Administrator shall cause the Postcard Notice or the Long Notice and Proof of Claim (the “Claims Package”), substantially in the forms annexed hereto: (i) to be mailed, where disseminating the Postcard Notice, by first class mail, postage prepaid, within twenty-five (25) calendar days after entry of this Order, to all Settlement Class Members who can be identified with reasonable effort, including nominees or custodians who purchased or acquired Lannett common stock as record owners but not as beneficial owners; or (ii) to be emailed, where disseminating the Claims Package, along with a link to the Claims Administrator’s website, within twenty-five (25) calendar day after entry of this Order, to all Settlement Class Members for whom email addresses may be obtained with reasonable effort. For all Postcard Notices or Claims Packages returned as undeliverable, the Claims Administrator shall use its best efforts to locate updated addresses.

16. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Long Notice and Proof of Claim to be posted on the Settlement Website to be established by the Claims Administrator within twenty-five (25) calendar days after entry of this Order.

17. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on the *PRNewswire* and in print once in *Investor’s Business Daily* within twenty (20) business days of entry of this Order.

18. Class Counsel shall, at least seven (7) calendar days before the Settlement Hearing, serve upon counsel for the Defendants, and file with the Court, proof of the mailing of the Postcard

Notice, emailing of the Claims Package, publication of the Summary Notice, and posting of the required documents on the Settlement Website, as required by this Order.

19. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Rule 23 of the FRCP, and Section 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995; constitute the best notice practicable under the circumstances, and constitute due and sufficient notice to all Persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

20. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. If the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs, Plaintiffs' Counsel, nor the Claims Administrator shall have any obligation to repay any amounts actually and properly disbursed or properly incurred from the Settlement Fund, except as provided in the Stipulation. Class Counsel, the Escrow Agent or their representatives are authorized and directed to prepare any Tax returns and any other Tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

21. If the Settlement becomes effective, then to be eligible to participate in any recovery from the Net Settlement Fund, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Within ninety (90) calendar days after the deadline set by the Court for the Claims Administrator to email the Claims Package, along with a link to the Claims Administrator's website, to the Settlement Class (*see ¶ 14*), each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a properly completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and accompanied by adequate supporting documentation for the transactions reported therein as specified in the Proof of Claim, or by such other supporting documentation as is deemed adequate by the Claims Administrator; if the person executing the Proof of Claim is acting in a representative capacity, a certification of his or her current authority to act on behalf of the Settlement Class Member must be provided with the Proof of Claim;

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement as set forth therein, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Defendants' Parties. Notwithstanding the foregoing, Class Counsel may, in its discretion (a) accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed; and (b) waive what Class Counsel deems

to be *de minimis* or technical defects in any Proof of Claim submitted. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or Settlement. No Person shall have any claim against any Plaintiff, Plaintiffs' Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims;

(c) Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice;

(d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days from the date of the deficiency letter or rejection letter to cure such deficiency if it shall appear that such deficiency may be cured. If any claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the claimant must, within twenty (20) calendar days from the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court; and

(e) Pursuant to and as part of the completion and submission of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Proof of Claim.

22. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund but will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and if the Settlement becomes effective, and will be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or any other forum, asserting any or all of the Released Claims against the Released Defendants' Parties.

23. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is postmarked no later than March 13, 2026 (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the Long Notice. To be valid, an exclusion request must clearly (a) state the name, address, phone number, and any e-mail contact information of the Person seeking exclusion, (b) state that the sender "requests to be excluded from the Settlement Class in *Utesch v. Lannett Company, Inc., et al.*, No. 16-5932-WB (E.D. Pa.)," and (c) state (i) the date, price, and number of shares of Lannett common stock that he, she, or it purchased or acquired during the Class Period; (ii) the number of shares of Lannett common stock that he, she, or it held at the opening of trading on July 15, 2014 and at the close of

trading on January 30, 2018; and (iii) if he, she, or it sold or disposed of any shares of Lannett common stock, the dates of those sales or dispositions, the number of shares of Lannett common stock sold or disposed of and the price received for each sale and disposition. To be valid, exclusion requests must be submitted with documentary proof of (i) each purchase or acquisition and each sale or disposition of shares of Lannett common stock, providing the date of each transaction and the price paid or received; and (ii) the Person's status as a beneficial owner of the shares of Lannett common stock at issue. Any such request for exclusion must be signed and submitted by the beneficial owner. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. The supporting documentation shall be in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator or Class Counsel. Group opt-outs, including "mass" or "class" opt-outs, are not permitted. The Claims Administrator and/or Class Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion and may seek information as to the transactions at issue from the Person requesting exclusion.

24. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Defendants' Counsel and to Class Counsel via electronic mail within three business days of receipt, and in any event not fewer than twenty-one (21) calendar days prior to the Settlement Hearing or on receipt if received within twenty-one (21) calendar days of the Settlement Hearing. The Settlement Class will not include any Person who delivers a valid and timely request for exclusion, unless such timely request for exclusion is thereafter validly and timely revoked or retracted pursuant to paragraph 23 hereof.

25. Any Person who submits a request for exclusion may thereafter submit to the Claims Administrator, Class Counsel, Defendants' Counsel, or the Court a written revocation of that request for exclusion, provided that it is received no later than five (5) business days before the Settlement Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely, and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

26. The Court will consider objections to the Settlement, the Plan of Allocation, awards to representative Plaintiffs, and the Fee and Expense Application, provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or Plan of Allocation or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed his, her, or its objection(s) (and any supporting papers and briefs) with the Clerk of the Court, United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106, *and* served copies of such materials no later than March 13, 2026, to each of the following:

Lawrence D. Levit ABRAHAM, FRUCHTER & TWERSKY, LLP 450 Seventh Avenue, 38 th Floor New York, NY 10123 Email: llevit@aftlaw.com	Nathan Huddell FOX ROTHSCHILD LLP 2001 Market Street, Suite 1700 Philadelphia, PA 19103 Email: nhuddell@foxrothschild.com
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To be valid, an objection must set forth: (1) the Settlement Class Member's name, address, email address, and telephone number, (2) documents sufficient to prove the Settlement Class Member's membership in the Settlement Class, including a list of all purchases, acquisitions, sales, and dispositions of shares of Lannett common stock, showing the dates and prices thereof, (3) all grounds for the Settlement Class Member's objection, including any legal and evidentiary support known to the Settlement Class Member and/or his, her, or its counsel, (4) the name, address, email

address, and telephone number of the Settlement Class Member's counsel, if any, and (5) the number of times the Settlement Class Member and/or his, her, or its counsel has filed an objection to a class action settlement in the last five years, the nature of each such objection in each case, the caption, case number, and jurisdiction of each such case, and the name of the issuer of the security or seller of the product or service at issue in each case. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Settlement Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, Plan of Allocation, awards to representative Plaintiffs, and/or the Fee and Expense Application must state in their written objection that they intend to appear at the Settlement Hearing, and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Settlement Hearing. If an objector hires an attorney to represent him, her, or it for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than March 13, 2026. Settlement Class Members need not appear at the Settlement Hearing or take any other action to show their approval.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner prescribed above shall: be deemed to have waived all such objections; be forever foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of Allocation, awards to representative Plaintiffs, or the Fee and Expense Application; be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and be foreclosed from appealing from any judgment or order entered in this Action.

28. All papers in support of the Settlement, Plan of Allocation, awards to representative Plaintiffs, and/or the Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Settlement Hearing.

29. Any submissions filed in response to any objections or in further support of the Settlement, Plan of Allocation, awards to representative Plaintiffs, and/or Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

30. Defendants, their counsel, their Insurers, and other Released Defendants' Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation, or the Fee and Expense Application (including any payments to the representative Plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

31. Pending final determination of whether the Settlement should be approved, Plaintiffs, Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Defendants' Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

32. All funds held by the Escrow Agent shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

33. Neither this Order, nor the Stipulation (including the Settlement as defined therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) Shall be offered, received, or construed against any Defendant as evidence of, or as evidence supporting a presumption, concession, or admission with respect to, any liability, negligence, fault, or wrongdoing, the deficiency of any defense that has been or could have been asserted, or the validity or infirmity of any claim that was or could have been asserted in the Action, or in any way referred to for any other reason as against any Defendant, in any arbitration proceeding or any civil, criminal, or administrative action or proceeding, other than for the purposes of effectuating the provisions of the Stipulation; provided, however, that if the Stipulation is approved by the Court and becomes effective pursuant to its terms, a Defendant may refer to it to effectuate the liability protection granted to him or it thereunder, and nothing in this Settlement shall restrict the ability of any Party hereto to advocate in favor or against the applicability of any offset to any claims asserted in any other action based on any amount paid herein;

(b) Shall be construed as evidence of, or evidence supporting any presumption, concession, or admission by any Defendant of the truth of, any allegations by Plaintiffs or any Settlement Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation or proceeding;

(c) Shall be construed as evidence of, or evidence supporting, a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by any Defendant, or against Plaintiffs or any Settlement Class Member as evidence of any infirmity in the claims of Plaintiffs and the Settlement Class; or

(d) Shall be construed as evidence of, or evidence supporting, a presumption, concession, or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial or in any proceedings other than this Settlement.

34. If the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any party to the Action, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties, or the Released Plaintiffs' Parties, and each Plaintiff and Defendant shall be restored to his, her, or its respective litigation positions as they existed immediately prior to the execution of the Stipulation.

35. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

S/ WENDY BEETLESTONE

HON. WENDY BEETLESTONE
UNITED STATES DISTRICT JUDGE