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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

In re:	)	Master File No.
	)	CV 01-11115-RSWL (CWx)
HOMESTORE.COM, INC.	)	
SECURITIES LITIGATION	)	
	)	<b>FINAL JUDGMENT AND ORDER</b>
Plaintiff,	)	<b>OF DISMISSAL WITH</b>
	)	<b>PREJUDICE REGARDING</b>
	)	<b>TIME WARNER INC.</b>
	)	
This Document Relates	)	
To:	)	
	)	
All Actions	)	
	)	

This matter has come before the Court to determine whether there is any cause why this Court should not approve the Settlement ("Settlement") set forth in the Stipulation of Settlement and Settlement Agreement with Time Warner Inc ("Time Warner") dated as of May 14, 2007 ("Stipulation") relating to the above captioned litigation. The Court, after carefully considering all papers filed and proceedings held herein and otherwise being fully informed in the premises, has determined (1) that the Settlement should be approved and (2) that there is no just reason for delay of the entry of this Final Judgment approving this settlement. Accordingly,

1 the Court directs entry of Judgment, which shall  
2 constitute final adjudication of this Litigation on the  
3 merits as to the parties to the Settlement. Good cause  
4 appearing therefore, it is hereby:

5 **ORDERED, ADJUDGED AND DECREED THAT:**

6 1. This Court has jurisdiction over the subject  
7 matter of this litigation, all parties to this  
8 litigation, and over the parties to the Stipulation,  
9 including all members of the Class, Time Warner, and  
10 the Released Time Warner Parties.

11 2. The definitions and terms set forth in the  
12 Stipulation are incorporated hereby as though fully set  
13 forth in this Judgment.

14 3. The Court hereby finally approves and confirms  
15 the Settlement set forth in the Stipulation and finds  
16 that said Settlement is, in all respects, fair,  
17 reasonable and adequate to the Class pursuant to Rule  
18 23 of the Federal Rules of Civil Procedure. The Court  
19 finds that the Settlement was negotiated at arm's  
20 length and in good faith and that the parties complied  
21 with the requirements of Rule 11.

22 4. This Court hereby dismisses on the merits and  
23 with prejudice the Action in favor of Time Warner, with  
24 Time Warner to bear its own costs and attorneys' fees.

25 5. The Released Time Warner Parties (as defined in  
26 the Stipulation) are hereby and forever released and  
27 discharged with respect to any and all claims or causes  
28 of action that the Lead Plaintiff and Members of the

1 Class had or have arising out of or related to any of  
2 the Settled Claims as defined in the Stipulation.

3 6. The Court has considered and approves the Bar  
4 Order language proposed in the Stipulation as follows:

5 a. All claims for contribution and  
6 indemnification, however denominated,  
7 against Released Time Warner Parties  
8 arising under the federal securities laws,  
9 state law, or common law with respect to  
10 the events that are the subject of the  
11 Action, in favor of the persons, including  
12 but not limited to the Individual  
13 Defendants, Dismissed Defendants and Other  
14 Settling Defendants in this Action who are  
15 alleged to be responsible for or jointly  
16 responsible with Released Time Warner  
17 Parties in any manner in the Settled  
18 Claims and based upon liability for, or  
19 arising out of or relating in any way to,  
20 the Settled Claims are extinguished,  
21 discharged, barred, satisfied and/or  
22 otherwise unenforceable.

23 b. All persons, including but not limited  
24 to the Individual Defendants,  
25 Dismissed Defendants and Other  
26 Settling Defendants, are hereby barred  
27 and permanently enjoined, to the  
28 fullest extent allowed by law, from

1 asserting, instituting or prosecuting  
2 in any capacity, before any court or  
3 governmental agency, any action or  
4 proceeding against Released Time  
5 Warner Parties for equitable, partial,  
6 comparative, or complete contribution,  
7 subrogation, or indemnity, however  
8 denominated, based upon liability for,  
9 or arising out of or relating in any  
10 way to the Settled Claims, and the  
11 Court finds that all such claims are  
12 extinguished, discharged, satisfied  
13 and made unenforceable.

14 c. All claims by Released Time Warner  
15 Parties for contribution and  
16 indemnification, however denominated,  
17 arising under the federal securities  
18 laws, state law or common law with  
19 respect to the events that are the  
20 subject of the Actions, against any  
21 person (including but not limited to  
22 the Individual Defendants, Dismissed  
23 Defendants and Other Settling  
24 Defendants in this Action) other than  
25 a person whose liability has been  
26 extinguished by the settlement of  
27 Released Time Warner Parties, and  
28 based upon liability for, or arising

1 out of or relating in any way to, the  
2 Settled Claims are extinguished,  
3 discharged, barred, satisfied and/or  
4 otherwise unenforceable.

5 d. Pursuant to 15 U.S.C. §78u-4(f)(7)(B),  
6 if there is a final verdict or  
7 judgment against any non-settling  
8 defendant in this Action, the verdict  
9 of judgment shall be reduced by the  
10 greater of: (a) an amount that  
11 corresponds to the percentage of  
12 responsibility of Released Time Warner  
13 Parties; or (b) the amount paid to for  
14 the benefit of the Plaintiff Class by  
15 Time Warner.

16 e. The remaining portions of 15 U.S.C.  
17 §78u-4(f) on proportionate liability  
18 shall apply hereto where applicable.  
19

20 7. The notice given to the Class of the Settlement  
21 set forth in the Stipulation and the other matters set  
22 forth herein was the best notice practicable under the  
23 circumstances, including individual notice to all  
24 Members of the Class who could be identified through  
25 reasonable efforts. Said notice provided due and  
26 adequate notice of these proceedings and of the matters  
27 set forth therein, including the proposed Settlement  
28 set forth in the Stipulation, to all persons entitled

1 to such notice, and said notice fully satisfied the  
2 requirements of Rules 23(c)(2) and 23(e) of the Federal  
3 Rules of Civil Procedure and the requirements of due  
4 process.

5 8. Without affecting the finality of this Judgment  
6 in any way, this Court hereby retains continuing  
7 jurisdiction over: (a) implementation of this  
8 Settlement and any distribution to Class Members  
9 pursuant to further orders of this Court; (b)  
10 disposition of the Settlement Fund; (c) hearing and  
11 determining applications by the Representative  
12 Plaintiff for reimbursement of expenses related to  
13 Claims Administration, including expert fees and costs,  
14 and interest; (d) the Class Actions until the final  
15 judgment contemplated hereby has become effective and  
16 each and every act agreed to be performed by the  
17 parties has been performed pursuant to the Stipulation;  
18 (e) hearing and ruling on any issues concerning the  
19 proposed Plan of Allocation of settlement proceeds; (f)  
20 any application by Lead Counsel for attorneys' fees  
21 and/or reimbursement of expenses; and (g) all parties  
22 to the Class Actions and the Stipulation for the  
23 purpose of enforcing and administering the Stipulation  
24 and Exhibits thereto and the mutual releases and other  
25 documents contemplated by, or executed in connection  
26 with, the Stipulation.

27 9. In the event that the Settlement does not  
28 become effective in accordance with the terms of the

1 Stipulation, then this Judgment will be rendered null  
2 and void and will be vacated and in such event, all  
3 orders entered and releases delivered in connection  
4 herewith will be null and void, and the parties will be  
5 returned to their respective positions ex ante.

6 10. The Court finds, pursuant to Rule 54(a) and (b)  
7 of the Federal Rules of Civil Procedure, that this  
8 Judgment should be entered and further finds that there  
9 is no just reason for delay in the entry of this  
10 Judgment, as a final judgment as to the parties to the  
11 Stipulation. Accordingly, the Clerk is hereby directed  
12 to enter this Judgment forthwith.

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15 **IT IS SO ORDERED.**

16 DATED: August 30, 2011.

17  
18 RONALD S.W. LEW

19 HONORABLE RONALD S.W. LEW  
20 Senior, U.S. District Court Judge