



1 This matter came before the Court for hearing pursuant to the Order of this  
2 Court, dated August 7, 2017, on the motion of the Lead Plaintiff for final approval of  
3 the Settlement set forth in the Stipulation and Agreement of Settlement dated April  
4 21, 2017 (the “Stipulation”). Due and adequate notice having been given to the  
5 Settlement Class as required in said Order, and the Court having considered all papers  
6 filed and proceedings had herein and otherwise being fully informed in the premises  
7 and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND  
8 DECREED that:

9 1. This Judgment hereby incorporates by reference the definitions in the  
10 Stipulation, and all capitalized terms used herein, unless otherwise defined, shall have  
11 the same meanings as set forth in the Stipulation.

12 2. This Court has jurisdiction over the subject matter of the Litigation and  
13 over all parties to the Litigation, including all members of the Settlement Class.

14 3. Pursuant to Federal Rule of Civil Procedure 23, this Court hereby  
15 approves the Settlement set forth in the Stipulation and finds that said Settlement is,  
16 in all respects, fair, just, reasonable and adequate to the Settlement Class. The Court  
17 also hereby reaffirms its findings and conclusion, set forth in the Preliminary  
18 Approval Order, that, for purposes of the Settlement only, the Settlement Class meets  
19 the prerequisites for bringing a class action set forth in Federal Rule of Civil  
20 Procedure Rule 23(a) and the requirements for maintenance of a class action under  
21 Rule 23(b)(3). The Court hereby makes final its previously conditional certification  
22 of the Settlement Class.

23 4. Except as to any individual claim of those Persons (identified in Exhibit  
24 1 attached hereto, if any) who have validly and timely requested exclusion from the  
25 Settlement Class, the Litigation and all claims contained therein, as well as all of the  
26 Settled Claims are dismissed with prejudice by the Lead Plaintiff and the other

1 members of the Settlement Class, and as against the Released Parties. The Settling  
2 Parties are to bear their own costs, except as otherwise provided in the Stipulation.

3 5. The Court finds that the Stipulation and Settlement contained therein,  
4 and the Plan of Allocation are fair, reasonable and adequate as to each of the Settling  
5 Parties, and that the Stipulation and Settlement contained therein and the Plan of  
6 Allocation are hereby finally approved in all respects, and the Settling Parties are  
7 hereby directed to perform its terms.

8 6. The Settling Parties expect the Settlement Fund to be fully consumed,  
9 but if that does not happen, no portion of the Settlement Fund will revert to  
10 Defendants. If any amounts remain in the Settlement Fund (after payment of all  
11 notice and claim administration expenses, necessary taxes and tax expenses,  
12 attorneys' fees and expenses and eligible claims, including after the upward  
13 adjustments of eligible claims), the amount remaining in the Settlement Fund will be  
14 distributed pursuant to the *cy pres* doctrine to the Investor Protection Trust with  
15 specific directions that such funds be used for investor education, or such other  
16 organization as the Court directs.

17 7. Upon the Effective Date hereof, the Lead Plaintiff and each member of  
18 the Settlement Class shall be deemed to have, and by operation of this Judgment shall  
19 have, fully, finally, and forever released, relinquished and discharged all Settled  
20 Claims (including Unknown Claims) against each and all of the Defendant Releasees,  
21 whether or not such member of the Settlement Class executes and delivers the Proof  
22 of Claim and Release. The Settling Parties acknowledge and the members of the  
23 Settlement Class shall be deemed by operation of law to acknowledge, that the waiver  
24 of Unknown Claims, and of the provisions, rights, and benefits of Section 1542 of  
25 the California Civil Code, was bargained for and is a key element of the Settlement  
26 of which the release in this paragraph is a part.

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1 evidence of, the validity of any Settled Claim, or of any wrongdoing or liability of  
2 the Defendants, or (ii) is or may be deemed to be or may be used as an admission of,  
3 or evidence of, any fault or omission of any of the Defendants in any civil, criminal  
4 or administrative proceeding in any court, administrative agency or other tribunal.  
5 The Defendant Releasees may file the Stipulation and/or the Judgment from this  
6 action in any other action that may be brought against them in order to support a  
7 defense or counterclaim based on principles of *res judicata*, collateral estoppel,  
8 release, good faith settlement, judgment bar or reduction or any theory of claim  
9 preclusion or issue preclusion or similar defense or counterclaim.

10 13. Without affecting the finality of this Judgment in any way, this Court  
11 hereby retains continuing jurisdiction over (a) implementation of this Settlement and  
12 any award or distribution of the Settlement Fund, including interest earned thereon;  
13 (b) disposition of the Settlement Fund; (c) hearing and determining applications for  
14 attorneys' fees, interest and reimbursement of expenses in the Litigation; and (d) all  
15 parties hereto for the purpose of construing, enforcing and administering the  
16 Stipulation.

17 14. The Court finds that during the course of the Litigation, the Settling  
18 Parties and their respective counsel at all times prosecuted and defended the  
19 Litigation in good faith and at all times complied with the requirements of Federal  
20 Rule of Civil Procedure 11.

21 15. In the event that the Settlement does not become effective in accordance  
22 with the terms of the Stipulation or in the event that the Settlement Fund, or any  
23 portion thereof, is returned to the Defendants except as provided for in the  
24 Stipulation, then this Judgment shall be rendered null and void to the extent provided  
25 by and in accordance with the Stipulation and shall be vacated and, in such event, all  
26 orders entered and releases delivered in connection herewith shall be null and void to  
27 the extent provided by and in accordance with the Stipulation.

