





1 *seq.*).

2 10. The Court shall have exclusive and continuing jurisdiction over this  
3 matter for the purposes of supervising the implementation, enforcement,  
4 construction, administration, and interpretation of the Settlement Agreement and  
5 this Judgment.

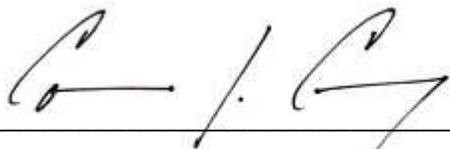
6 11. This document shall constitute a judgment for purposes of Rule 59 of  
7 the Federal Rules of Civil Procedure.

8 12. Upon entry of this Judgment and the release of the Gross Settlement  
9 Amount to the claims administrator in this case, the Released Parties, as defined in  
10 the Settlement Agreement, shall be released and discharged from any and all  
11 liability as set forth Section 14 of the Settlement Agreement between the Parties.

12 13. Plaintiffs and Class Members shall be precluded from instituting  
13 commencing, or continuing to prosecute, directly or indirectly, as an individual or  
14 collectively, representatively, derivatively, or on behalf of himself, herself, itself, or  
15 in any other capacity of any kind whatsoever, any action in this Court, any other  
16 state court, or any arbitration or mediation proceeding or any other similar  
17 proceeding, against any Released Party, as defined in the Settlement Agreement,  
18 that asserts any claims that are Released Claims or other claims released herein  
19 under the terms of the Settlement. Any Class Member who violates the terms of the  
20 release by further asserting any of the Released Claims or other claims released  
21 herein against any of the Released Parties shall pay the costs and attorneys' fees  
22 incurred by any Released Party as a result of the violation.

23 **IT IS SO ORDERED.**

24  
25 Dated: September 15, 2016

  
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United States District Judge Cormac J. Carney

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