

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

PAREXEL INTERNATIONAL CORP. and
PAREXEL INTERNATIONAL CO., LTD.,

Plaintiffs/Defendants-in-Counterclaim,

v.

SUN FARM CORPORATION,

Defendant/Plaintiff-in-Counterclaim.

Civil Action No. 1:15-cv-14215-NMG

NOTICE OF PROVISIONAL SETTLEMENT

Per the Court's request, Plaintiffs/Defendants-in-Counterclaim PAREXEL International Corp. and PAREXEL International Co., Ltd. (together, "PAREXEL") and Defendant/Plaintiff-in-Counterclaim Sun Farm Corporation ("Sun Farm") (together with PAREXEL, the "Parties") hereby notify the Court that they have reached a provisional settlement, in connection with which the Parties have executed a Settlement Agreement (the "Agreement").

The Agreement provides, *inter alia*, that PAREXEL will file a Stipulation of Dismissal on behalf of the Parties upon receipt of (1) an initial settlement payment by wire; and (2) an executed promissory note to secure a secondary settlement payment. PAREXEL has received a copy of the specified executed promissory note from Sun Farm but has not yet received Sun Farm's initial settlement payment. Therefore, PAREXEL cannot stipulate to the dismissal of this action, despite execution of the Agreement by both Parties. Delivery of Sun Farm's initial settlement payment is the only obstacle to the Parties' dismissal of the above-referenced action. Sun Farm has represented that it has obtained financing to make the initial settlement payment and expects the funds to be available within ten days.

the party (or parties) responsible.

9/8/17, USDJ 9/8/17

Because the Court has arranged its schedule to accommodate a jury trial in this case to commence on Mon, Sept. 11, 2017 at 9:00 A.M., if the provisional settlement noted for any reason, not consummated and the case is restored to the active trial list, an appropriate monetary sanction will be imposed against