

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

SEB INVESTMENT MANAGEMENT AB,
Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

ENDO INTERNATIONAL PLC, *et al.*,

Defendants.

Civ. A. No. 2:17-CV-3711-TJS

ELECTRONICALLY FILED

**NOTICE REGARDING SETTLEMENT CLASS'S RESPONSE TO
CLASS ACTION SETTLEMENT**

On November 1, 2019, Lead Plaintiff SEB Investment Management AB and Lead Counsel filed their papers in support of the proposed Settlement of the Action, the proposed Plan of Allocation, and Lead Counsel's Fee and Expense Application ("Opening Papers"). ECF Nos. 91-93.¹ In their Opening Papers, Lead Plaintiff and Lead Counsel informed the Court that they would report on any objections or requests for exclusion from the Settlement Class received prior to the Settlement Fairness Hearing.

Now that the time for objecting to the Settlement or requesting exclusion from the Settlement Class has passed, Lead Plaintiff and Lead Counsel are pleased to report that following the extensive Court-approved notice program for the Settlement, including dissemination of more than 212,000 Postcard Notices and over 4,700 Notice Packets to potential Settlement Class Members and Nominees, publication of the Summary Notice, and establishment of the

¹ All capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated, August 22, 2019 (ECF No. 83-2), or in the Opening Papers.

informational Settlement Website,² *not a single member of the Settlement Class has objected to any aspect of the Settlement, the Plan of Allocation, or Lead Counsel’s Fee and Expense Application*. In addition, *only five* requests for exclusion from the Settlement Class have been received, representing less than 0.0025% of the total notices mailed. Supplemental Mailing Declaration, ¶ 8.

Accordingly, in addition to the supporting factors set forth in the Opening Papers, the reaction of the Settlement Class further demonstrates that the Settlement, the Plan of Allocation, and Lead Counsel’s Fee and Expense Application are fair and reasonable, and should be approved.³ Attached hereto is a slightly revised [Proposed] Judgment Approving Class Action Settlement (previously filed with the Court on November 1, 2019 (ECF No. 91-2)) that reflects the absence of objections to the Settlement as well as the exclusion requests received.

Dated: December 4, 2019

Respectfully submitted,

**KESSLER TOPAZ MELTZER
& CHECK, LLP**

s/ Sharan Nirmul

Sharan Nirmul (PA # 90751)
Johnston de F. Whitman, Jr. (PA # 207914)

² See Supplemental Declaration of Luiggy Segura Regarding (A) Dissemination of Postcard Notice and Notice Packet; (B) Update on Call Center Services and Settlement Website; and (C) Report on Requests for Exclusion Received (the “Supplemental Mailing Declaration”), attached hereto as Exhibit 1, ¶¶ 2-5. The Supplemental Mailing Declaration is being submitted pursuant to paragraph 29 of the Court’s September 10, 2019 Preliminary Approval Order. ECF No. 89.

³ See, e.g., *In re Nat’l Football League Players Concussion Injury Litig.*, 821 F.3d 410, 438 (3d Cir. 2016), as amended (May 2, 2016) (finding reaction of class “weigh[ed] in favor of settlement approval” where “approximately 1% of class members objected and approximately 1% of class members opted out”); *In re Lucent Techs. Inc., Sec. Litig.*, 307 F. Supp. 2d 633, 649 (D.N.J. 2004) (“The favorable reaction of the Class supports approval of the proposed Plan of Allocation. . . . [N]o Class Member has objected to the Plan of Allocation.”); *In re Diet Drugs (Phentermine/Fenfluramine/Dexfenfluramine) Prods. Liab. Litig.*, 2017 WL 2838257, at *3 (E.D. Pa. June 30, 2017) (“the absence of any objection is indicative of the fairness of the [fee] petition”).

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*Counsel for Lead Plaintiff SEB Investment
Management AB and the Settlement Class*

CERTIFICATE OF SERVICE

I, Sharan Nirmul, hereby certify that on December 4, 2019, a true and correct copy of the foregoing notice and supporting documents has been electronically filed with the Clerk of Court, is available for viewing and downloading from the ECF system, and will be served by operation of the Court's ECF system to all counsel of record.

s/ Sharan Nirmul

Sharan Nirmul

EXHIBIT 1

UNITED STATES DISTRICT COURT
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Individually and on Behalf of All Others
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**SUPPLEMENTAL DECLARATION OF LUIGGY SEGURA REGARDING
(A) DISSEMINATION OF POSTCARD NOTICE AND NOTICE PACKET;
(B) UPDATE ON CALL CENTER SERVICES AND SETTLEMENT WEBSITE;
AND (C) REPORT ON REQUESTS FOR EXCLUSION RECEIVED**

I, LUIGGY SEGURA, declare as follows pursuant to 28 U.S.C. § 1746:

1. I am an Assistant Director of Securities Class Actions at JND Legal Administration (“JND”). Pursuant to the Court’s Order dated September 10, 2019, ECF No. 89 (the “Preliminary Approval Order”), JND was appointed as the Claims Administrator in connection with the proposed settlement of the above-captioned action (the “Action”).¹ I submit this Declaration as a supplement to my previously filed declaration, the Declaration of Luiggy Segura Regarding (A) Dissemination of Postcard Notice, Notice and Claim Form; (B) Establishment of Call Center Services and Settlement Website; (C) Posting of Notice and Claim Form on Settlement Website;

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed in the Stipulation and Agreement of Settlement, dated August 22, 2019, ECF No. 83-2 (the “Stipulation”), the Preliminary Approval Order, or the Initial Mailing Declaration (defined herein).

(D) Publication/Transmission of Summary Notice; and (E) Report on Requests for Exclusions Received to Date dated October 31, 2019, ECF No. 93-2 (the “Initial Mailing Declaration”). The following statements are based on my personal knowledge and information provided to me by other experienced JND employees, and, if called as a witness, I could and would testify competently thereto.

CONTINUED DISSEMINATION OF THE POSTCARD NOTICE

2. Since the execution of the Initial Mailing Declaration, JND has continued to disseminate copies of the Postcard Notice in response to requests from potential Settlement Class Members and nominees. Since the execution of the Initial Mailing Declaration, JND has disseminated 55,454 additional Postcard Notices to potential Settlement Class Members and nominees and, through December 2, 2019, JND has disseminated an aggregate of 212,129 Postcard Notices to potential Settlement Class Members and nominees.

CONTINUED DISSEMINATION OF THE NOTICE PACKET

3. Since executing the Initial Mailing Declaration through December 2, 2019, JND has mailed 494 additional copies of the Notice Packet in response to requests from potential Settlement Class Members. In the aggregate, JND has disseminated a total of 4,705 Notice Packets to potential Settlement Class Members and nominees.

UPDATE ON CALL CENTER SERVICES AND SETTLEMENT WEBSITE

4. JND continues to maintain the toll-free telephone number (1-844-961-0316) and Interactive Voice Recording (“IVR”) to accommodate inquiries from potential Settlement Class Members. Through December 2, 2019, there have been a total of 1,078 calls to the toll-free telephone number, 859 of which have been handled by a live operator.

5. JND also continues to maintain the website dedicated to the Settlement, www.EndoSecuritiesLitigationSettlement.com (the “Settlement Website”) to assist potential Settlement Class Members. On November 2, 2019, JND posted to the Settlement Website copies of the papers filed in support of Lead Plaintiff’s motion for final approval of the Settlement and Plan of Allocation and Lead Counsel’s motion for an award of attorneys’ fees and Litigation Expenses. Through December 2, 2019, the Settlement Website has received 21,958 hits.

6. JND will continue operating, maintaining and, as appropriate, updating the Settlement Website and toll-free telephone number/IVR with relevant case information until the conclusion of the administration.

REPORT ON EXCLUSION REQUESTS RECEIVED

7. The Postcard Notice, Notice, Summary Notice, and Settlement Website informed Settlement Class Members that written requests for exclusion from the Settlement Class were to be addressed to SEB Investment Management AB v. Endo International plc, et al. Settlement, EXCLUSIONS, c/o JND Legal Administration, P.O. Box 91311, Seattle, WA 98111-9411, and postmarked no later than November 22, 2019. JND has monitored all mail delivered to this P.O. Box.


8. As of the date of this Declaration, JND has received five (5) requests for exclusion from the Settlement Class. A list of the exclusion requests are attached hereto as Exhibit A.²

9. Although Settlement Class Members who wished to object to the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and Litigation Expenses, were to file objections with the Court and serve the same on Lead Counsel and Defendants’

² Exclusion 5 on the attached Exclusion List does not have a clear postmark date. It was received by JND on December 2, 2019. However, since the letter was dated November 15, 2019, we have listed this Exclusion as timely on Exhibit A.

Counsel by November 22, 2019, JND has checked its mail as well, and as of the date of this Declaration, JND has not received any objections.

I declare under penalty of perjury, under the laws of the United States of America that the foregoing is true and correct. Executed this 3rd day of December 2019 in Jericho, New York.



Luiggy Segura

EXHIBIT A

EXCLUSION LIST

Exclusion	Name	City	State	Country	Timely / UnTimely
1	ZVONIMIR PUSNIK	LINCOLN	NE	USA	Timely
2	LORETTA REED	DELRAY BEACH	FL	USA	Timely
3	JANET L. JANKOWIAK	SHREWSBURY	PA	USA	Timely
4	DIANE ELAINE DAVIS	GRAND JUNCTION	CO	USA	Timely
5	CONTRARIUS INVESTMENT MANAGEMENT LIMITED			JERSEY, CHANNEL ISLANDS	Timely

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[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a putative securities class action is pending in this Court entitled *SEB Investment Management AB v. Endo International plc, et al.*, Civ. A. No. 2:17-CV-3711-TJS (the “Action”);

WHEREAS, Lead Plaintiff SEB Investment Management AB, on behalf of itself and the Settlement Class (as defined below), and defendants Endo International plc, Endo Health Solutions Inc., Blaine T. Davis, Rajiv Kanishka Liyanaarchchie De Silva, Ivan Gergel, M.D., Alan G. Levin, and Julie H. McHugh (collectively, “Defendants” and, together with Lead Plaintiff, the “Parties”) have entered into the Stipulation and Agreement of Settlement dated August 22, 2019 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted or that could have been asserted against Defendants and the other Defendant Releasees in the Action (i.e., the “Released Plaintiff Claims” as specifically defined in ¶ 1(rr) of the Stipulation) on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms used herein shall have the same meanings as they have in the Stipulation;

WHEREAS, by Order dated September 10, 2019 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the proposed Settlement, finding that the Parties demonstrated that the Court would likely be able to approve the Settlement as being fair, reasonable, and adequate to the Settlement Class under Rule 23(e)(2) of the Federal Rules of Civil Procedure, subject to further consideration at the Settlement Fairness Hearing; (b) certified the Settlement Class solely for the purpose of effectuating the Settlement, finding the prerequisites for class action certification under Rule 23 of the Federal Rules of Civil Procedure with respect to the Settlement Class were satisfied; (c) directed that notice of the proposed Settlement be provided to Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on December 11, 2019 (the “Settlement Fairness Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore be finally approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against the Defendants; and

WHEREAS, the Court, having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on August 22, 2019; and (b) the Postcard Notice, the Notice and the Summary Notice, all of which were filed with the Court on November 1, 2019.

3. **Certification of the Settlement Class for Purposes of Settlement** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of a Settlement Class defined as all persons and entities who purchased or otherwise acquired Endo common stock or ordinary shares¹ between November 30, 2012 and June 8, 2017, inclusive (the “Class Period”), and were damaged thereby. Excluded from the Settlement Class are: (i) present or former executive officers and directors of Endo during the Class Period, including the Individual Defendants, the Dismissed Defendants (as defined in the Stipulation), and members of their immediate families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and (1)(b)(ii)); (ii) any of the foregoing entities’ and individuals’ legal representatives, heirs, successors or assigns; (iii) any entity in which the foregoing entities or individuals have or had a controlling interest, or any affiliate of Endo; and (iv) any person or entity who or which purchased, sold, or otherwise acquired Endo ordinary shares

¹ Effective February 28, 2014, all of Endo Health Solutions, Inc.’s outstanding common stock was cancelled and converted into the right to receive Endo International plc ordinary shares on a one-for-one-basis. Accordingly, persons and entities who purchased or otherwise acquired common stock or ordinary shares (collectively, “common stock”) between November 30, 2012 and June 8, 2017, inclusive, and were damaged thereby are Settlement Class members.

on the Toronto Stock Exchange. Also excluded from the Settlement Class are any persons or entities who or which submitted a request for exclusion from the Settlement Class that was accepted by the Court; such persons and entities are listed on the attached Exhibit 1.

4. Lead Plaintiff is hereby appointed, for purposes of effectuating the Settlement only, as representative for the Settlement Class for purposes of Federal Rule of Civil Procedure 23. Kessler Topaz Meltzer & Check, LLP who was appointed by the Court to serve as Lead Counsel, is hereby appointed, for settlement purposes only, as counsel for the Settlement Class pursuant to Rules 23(c)(1)(B) and (g) of the Federal Rules of Civil Procedure.

5. **Notice** – The Court finds that the dissemination of the Postcard Notice, the posting of the Notice on the Settlement Website, and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of Litigation Expenses; (iv) Settlement Class Members’ right to object to any aspect of the Settlement, the Plan of Allocation, and/or Lead Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses; (v) Settlement Class Members’ right to exclude themselves from the Settlement Class; and (vi) Settlement Class Members’ right to appear at the Settlement Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

6. **CAFA** – The Court finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action, have been satisfied.

7. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class. Specifically, the Court finds that, pursuant to Rule 23(e)(2), (A) Lead Plaintiff and Lead Counsel have adequately represented the Settlement Class; (B) the Settlement was negotiated at arm's length; (C) the relief provided for the Settlement Class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member claims; (iii) the terms of the proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (D) the Settlement treats Settlement Class Members equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

8. The Action and all of the claims asserted against Defendants in the Action by Lead Plaintiff and the other Settlement Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

9. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Lead Plaintiff, and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains

a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The persons and entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Judgment.

10. **Releases and Bars** – The Releases set forth in paragraphs 5 through 7 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 11 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiff Claim against the Defendant Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiff Claims against any of the Defendant Releasees. It is an important element to Defendants' participation in this Settlement that the Defendant Releasees obtain the fullest possible release from liability to Lead Plaintiff or any Settlement Class Member relating to the Released Claims, and it is the intention of the Parties that any liability of the Defendant Releasees relating to the Released Claims be eliminated.

(b) Without further action by anyone, and subject to paragraph 11 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and

forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendant Claim against the Plaintiff Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendant Claims against any of the Plaintiff Releasees.

(c) With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff and Defendants shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment or the Alternative Judgment, if applicable, shall have, expressly waived, the provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge that they may hereafter discover facts in addition to or different from those which he, she or it or their counsel now knows or believes to be true with respect to the subject matter of the Released Claims, but, upon the Effective Date, Lead Plaintiff and Defendants shall expressly settle and release, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment or the Alternative Judgment, if applicable, shall have, settled and released, any and all Released Claims without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members shall be deemed by operation of the Judgment or the Alternative Judgment, if applicable, to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement of which this release is a part.

11. Notwithstanding paragraphs 10(a) – (c) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

12. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

13. **No Admissions** – Neither this Judgment, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Supplemental Agreement, the negotiations leading to the execution of the Stipulation and the Supplemental Agreement, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Defendant Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendant Releasees with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendant Releasees or in any way referred to for any other reason as against any of the Defendant Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall be offered against any of the Plaintiff Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Plaintiff Releasees that any

of their claims are without merit, that any of the Defendant Releasees had meritorious defenses, or that damages recoverable under the Amended Complaint would not have exceeded the Settlement Amount, or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiff Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, that the Parties and the Releasees and their respective counsel may refer to the Stipulation to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

14. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys’ fees and/or reimbursement of Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Settlement Class Members for all matters relating to the Action.

15. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

16. **Modification of the Agreement of Settlement** – Without further approval from the Court, Lead Plaintiff and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Lead Plaintiff and Defendants may agree to reasonable extensions of time to carry out any of the provisions of the Settlement.

17. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, including as a result of any appeals, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Lead Plaintiff, Settlement Class Members, and Defendants, and the Parties shall be deemed to have reverted *nunc pro tunc* to their respective positions in the Action as of the date immediately prior to the execution of the Stipulation. Except as otherwise provided in the Stipulation, in the event the Settlement is terminated in its entirety or if the Effective Date fails to occur for any reason, the balance of the Settlement Fund including interest accrued therein, less any Notice and Administration Costs actually incurred, paid or payable, and less any Taxes and Tax Expenses paid, due or owing, shall be returned by the Escrow Agent to the parties who contributed to the payment of the Settlement Amount as instructed by Defendants' Counsel, in accordance with the Stipulation.

18. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

SO ORDERED this _____ day of _____, 2019.

TIMOTHY J. SAVAGE
United States District Judge

Exhibit 1
List of Persons and Entities Excluded from
the Settlement Class Pursuant to Request

1. Zvonimir Pusnik
Lincoln, NE
2. Loretta Reed
Delray Beach, FL
3. Janet L. Jankowiak
Shrewsbury, PA
4. Diane Elaine Davis
Grand Junction, CO
5. Contrarius Investment Management Limited
Jersey, Channel Islands