

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

In re Retrophin, Inc. Securities Litigation

)
)
) **Case No.: 1:14-cv-08376 (PKC)**
)

) **CLASS ACTION**
)

STIPULATION OF SETTLEMENT

This Stipulation of Settlement, dated January 29, 2016 (the “Stipulation”), is made and entered into between the following Settling Parties: (1) Lead Plaintiff Grachya Kazanchyan (“Lead Plaintiff”) on behalf of all Class Members and (2) Defendants Retrophin, Martin Shkreli, Marc L. Panoff, Steve Richardson, Stephen Aselage, Cornelius E. Golding, and Jeff Paley (collectively the “Settling Defendants”).¹ The Stipulation is intended to fully, finally, and forever resolve, discharge, and settle all claims asserted in this Action against all Defendants, subject to the approval of the Court.

I. THE LITIGATION

A. Procedural History

On October 20, 2014, Plaintiff Grachya Kazanchyan commenced a securities class action in the United States District Court for the Southern District of New York against Retrophin, Martin Shkreli, Marc L. Panoff, Steve Richardson, Stephen Aselage, Cornelius E. Golding, and Jeff Paley, alleging violations of §§10(b) and 20(a) of the Exchange Act, 15 U.S.C. §§ 78j(b) & 78t(a), and SEC Rule 10b-5, 17 C.F.R. § 240.10b-5. The Complaint alleged that between June 13, 2013 and September 30, 2014, Retrophin issued false and misleading statements about its business and operations. In particular, the Complaint alleged that the Defendants concealed

¹ Lead Plaintiff and the Settling Defendants are referred to herein collectively as the “Settling Parties.”

from investors numerous stock trading irregularities and improper practices, including without limitation: (i) granting millions of shares of Retrophin stock to various Company employees and “consultants” without shareholder approval and in violation of NASDAQ Stock Market (“NASDAQ”) regulations, (ii) entering into millions of dollars’ worth of sham settlements and consulting agreements that were, in fact, related party transactions designed to personally benefit Shkreli, and (iii) facilitating Shkreli’s breach of his fiduciary duties to stockholders by raising money for a new venture while still at Retrophin and allowing his new company to purchase one of Retrophin’s pipeline drugs.

By Order dated February 10, 2014, Grachya Kazanchyan was appointed Lead Plaintiff and Pomerantz LLP was appointed Lead Counsel. On March 3, 2015, Lead Plaintiff filed the First Amended Complaint.

On June 26, 2015, the Defendants filed their motions to dismiss the Amended Complaint, and on July 27, 2015, Plaintiffs filed their Omnibus Opposition to Defendants’ Motion to Dismiss.

Subsequently, Plaintiffs and Settling Defendants participated in a mediation before Jed Melnick, Esq. of JAMS mediation services. Thereafter, the parties reached an agreement to settle this Action, which they memorialized in a Memorandum of Understanding dated November 23, 2015.

B. Plaintiffs’ Assessment of the Claims and Benefits of Settlement

Plaintiffs believe that the claims asserted in the Action are meritorious and are supported by the evidence developed to date. Additionally, Lead Counsel is familiar with the applicable law underlying the alleged claims and believes that any defenses Defendants raise can be refuted.

Nonetheless, Plaintiffs and Lead Counsel recognize the expense and length of any further prosecution of the Action against Defendants through completion of discovery, trial, and appeal.

Plaintiffs and Lead Counsel are also mindful of inherent problems of proof, possible defenses to the violations asserted in the litigation, and practical impediments to judgment enforcement.

Plaintiffs and Lead Counsel, based upon their thorough evaluation, believe that the settlement set forth in the Stipulation is fair, reasonable, and adequate and in the best interests of the Class Members and that it confers substantial benefits upon Class Members. Plaintiffs and Lead Counsel shall use their best efforts to obtain final Court approval of the Settlement and to encourage all Class Members to participate in the Settlement.

C. Defendants' Denials of Wrongdoing

The Settling Defendants have denied and continue to deny that they engaged in any wrongdoing of any kind, or that they violated or breached any law, regulation, or duty owed to Plaintiffs, or that they have liability as a result of any and all allegations made in the Action.

Nonetheless, taking into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this one, the Settling Defendants have concluded that further litigation of the Action would be protracted, burdensome, and expensive, and that it is desirable and beneficial that the Settled Claims be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Stipulation.

II. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

A. Introduction

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the Settling Parties, through their respective undersigned counsel of record, that, subject to approval of the Court under Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Settling Parties from the Settlement set forth herein, the Settled Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, as to all Parties, subject to the terms and conditions of this Stipulation.

B. Definitions

As used in this Stipulation, the following terms have the meanings specified below:

1.0 “Action” means *In re Retrophin, Inc. Securities Litigation*, Case No. 1:14-cv-08376-PKC, pending in the United States District Court for the Southern District of New York.

1.1 “Authorized Claimant” means any member of the Class who is a Claimant and whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

1.2 “Bar Date” means ten (10) calendar days after the Final Approval Hearing.

1.3 “Claimant” means any Class Member who files a Proof of Claim in such form and manner, and within such time, as the Court shall prescribe.

1.4 “Claims Administrator” means the firm of Strategic Claims Services, which shall administer the Settlement.

1.5 “Class” means all persons who purchased or otherwise acquired Retrophin securities during the Class Period. Excluded from the Class are Defendants, all current and former directors and officers of the Company during the Class Period, and any family member, trust, company, entity or affiliate currently or previously controlled or owned by any of the excluded persons and entities referenced above. Also excluded from the Class are those Persons who request exclusion from the Class in such form and manner, and within such time, as the Court shall prescribe.

1.6 “Class Member” means any Person that falls within the definition of the Class. “Class Members” means all such Persons.

1.7 “Class Period” means the period between June 13, 2013 to September 30, 2014, both dates inclusive.

1.8 “Common Stock” means the common stock of Retrophin.

1.9 “Court” means the United States District Court for the Southern District of New York.

1.10 “Effective Date” means the first date by which all of the events and conditions specified in ¶ 8.0 of the Stipulation have occurred and/or been met.

1.11 “Escrow Accounts” mean, collectively, the Notice & Administration Fund and the Settlement Fund.

1.12 “Escrow Agent” means Huntington National Bank.

1.13 “Exchange Act” means the Securities Exchange Act of 1934, as amended.

1.14 “Final,” with respect to this Settlement, means that (i) the Court has entered an order finally approving the Settlement in all material respects, including but not limited to certifying a Class for settlement purposes only, approving the scope of the Releases, and entering the Judgment; and (ii) the time to appeal has expired or the Judgment has been affirmed in all respects in any appeal or review and is no longer subject to further appeal or review. However, the Settlement and the Finality thereof are expressly not conditioned upon the Court’s approval of a Fee and Expense Award or Incentive Award or any appeals solely related thereto.

1.15 “Final Approval Hearing” means the the hearing where the Court will consider whether to approve the Settlement, approve the Plan of Allocation, award a Fee and Expense Award to Lead Counsel, and award an Incentive Award to Lead Plaintiff, as detailed in ¶¶ 4.3–4.9.

1.16 “Judgment” means the proposed judgment to be entered by the Court approving the Settlement, substantially in the form attached hereto as Exhibit E or in such other form as may be approved in writing by all of the Parties acting by and through their respective counsel of record in the Action.

1.17 “Net Settlement Fund” means the Settlement Fund less (i) any Taxes and Tax Expenses, (ii) any Fee and Expense Award to Lead Counsel and any Incentive Award to Lead Plaintiff approved by the Court pursuant to ¶¶ 7.1–7.6, and (iii) the amount allocated to the Notice & Administration Fund pursuant to ¶ 2.7.

1.18 “Notice” means the Notice Of Proposed Settlement Of Class Action, Motion For Attorneys’ Fees And Expenses, And Settlement Fairness Hearing, which is to be sent to Class Members substantially in the form attached hereto as Exhibit B.

1.19 “Notice & Administration Costs” means the costs and expenses reasonably and actually incurred by, and the reasonable fees charged by, the Claims Administrator in connection with notice dissemination and claims administration upon presentation of customary invoices therefor, which invoices have been approved by Lead Counsel, including, without limitation: the cost of identifying and locating members of the Class; mailing Notice and Proof of Claim and publishing the Publication Notice (such amounts shall include, without limitation, the actual costs of publication in national newswires, printing and mailing the Notice, and reimbursement to nominee owners for forwarding notice to their beneficial owners), soliciting Class claims, assisting with the filing of claims, processing Proof of Claim and Release forms, administering and distributing the Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs, if any.

1.20 “Notice & Administration Fund” means an interest-bearing escrow account that may be used only to pay Notice & Administration Costs.

1.21 “Order of Preliminary Approval” means an order by the Court certifying the Class for settlement purposes only, preliminarily approving the Settlement, and authorizing notice thereof and related matters as set forth as Exhibit A hereto.

1.22 “Person” means an individual, corporation, partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their heirs, successors-in-interest, or assigns.

1.23 “Plan of Allocation” means a plan or formula for allocating the Net Settlement Fund to Authorized Claimants. Any Plan of Allocation is not part of this Stipulation and Defendants shall have no responsibility or liability with respect thereto.

1.24 “Proof of Claim” means the Proof of Claim and Release to be submitted by Claimants, substantially in the form attached as Exhibit D.

1.25 “Publication Notice” means the Notice of Pendency and Settlement of Class Action to be published on a national business newswire, substantially in the form attached as Exhibit C.

1.26 “Released Parties” means Defendants Retrophin, Martin Shkreli, Marc L. Panoff, Steve Richardson, Stephen Aselage, Cornelius E. Golding, and Jeff Paley, and each of any Defendant’s past or present directors, officers, employees, partners, principals, members, insurers, co-insurers, re-insurers, controlling shareholders, attorneys, advisors, accountants, auditors, personal or legal representatives, successors-in-interest, parents, subsidiaries, divisions, joint ventures, assigns, spouses, estates, executors, administrators, heirs, related or affiliated entities, any entity in which any Defendant has or had a controlling interest, any member of any Defendant’s immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any member of an Defendant’s immediate family. All Released Parties (other than the Settling Defendants) are intended third-party beneficiaries of this Stipulation of Settlement.

1.27 “Releases” means the release of Settled Claims against Released Parties pursuant to ¶¶ 5.0–5.1.

1.28 “Settled Claims” means and includes (i) any and all claims, debts, demands, controversies, obligations, losses, rights or causes of action or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, whether class or individual in nature, including both known claims and Unknown Claims and including claims asserted or which could have been asserted in this Action, by the Plaintiff or Class Members, and based upon the purchase or other acquisition of Retrophin securities from June 13, 2013 to September 30, 2014, and (ii) any claims, debts, demands, controversies, obligations, losses, rights or causes of action that Plaintiffs, Class Members or any of them may have against the Released Parties which involve or relate in any way to the defense of the Action or the Settlement of the Action or Plaintiffs’ or Class Members’ investment in Retrophin. However, claims to enforce the Settlement are not released.

1.29 “Settlement” means the settlement contemplated by this Stipulation.

1.30 “Settlement Amount” means the principal amount of \$3,000,000.

1.31 “Settlement Fund” means an interest-bearing escrow account established by the Escrow Agent to receive the Settlement Amount.

1.32 “Settling Defendants’ Counsel” means Cooley LLP, Sullivan & Worcester LLP, and Arnold & Porter LLP.

1.33 “Unknown Claims” means and includes any and all claims that Plaintiffs or any Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision to object or not to object to this Settlement. Plaintiffs, Class Members, and each of them may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Settled Claims. The Settling Parties expressly acknowledge, and the Class Members shall be deemed to have, and by operation of the Judgment shall have acknowledged, that the waiver and release of Unknown Claims constituting Settled Claims, including a waiver of any rights under California Civil Code 1542 and other similar applicable state statutes, was separately bargained for and a material element of the Settlement.

1.34 “Taxes” means federal, state, local and non-U.S. income and other taxes, together with any interest, penalties, or additions to tax imposed with respect to them.

1.35 “Tax Expenses” means expenses incurred in connection with the implementation of ¶ 2.9 of the Stipulation, including reasonable expenses of tax attorneys and accountants retained by the Escrow Agent.

1.36 “The Company” means Retrophin and any and all of its successors, subsidiaries, and affiliates, as well as any of its predecessors and their successors, subsidiaries and affiliates.

C. The Settlement

a. Settlement Amount

2.0 In consideration of the full and final settlement of the Settled Claims, the Company (on behalf of itself and all Settling Defendants and Released Parties) shall pay or cause to be paid the Settlement Amount to the Escrow Agent for deposit into the Settlement Fund within fifteen (15) business days after the latter of (i) the Order of Preliminary Approval has been entered, and (ii) the receipt by XL's counsel of payment instructions and a Form W-9 providing the tax identification number for the Escrow Account.

2.1 The Settling Defendants' sole financial obligation to Plaintiffs and Lead Counsel under this Stipulation shall be as set forth in § 2.0, and under no circumstances shall the Company have any obligation to make any other or greater payment to Plaintiffs or Lead Counsel for any purpose pursuant to the Settlement. Released Parties, other than the Company, shall have no financial obligation to Plaintiffs or Lead Counsel under this Stipulation and under no circumstances shall Released Parties have any obligation to make any payment to Plaintiffs or Lead Counsel for any purposes pursuant or related to the Settlement.

b. The Escrow Agent

2.2 At the written direction of Lead Counsel, the Settlement Funds shall be invested exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. Defendants shall not bear

any responsibility for or liability related to the investment of the Settlement Fund by the Escrow Agent.

c. **Handling and Disbursement of Funds by the Escrow Agent**

2.3 Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of Settling Defendants' Counsel and Lead Counsel.

2.4 No monies will be disbursed from the Settlement Fund until after the Effective Date except as provided in ¶¶ 2.6–2.8 regarding the Notice & Administration Fund, ¶ 2.9 regarding Taxes, and ¶ 7.1 regarding attorneys' fees and expenses.

2.5 All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned to the parties who deposited such funds pursuant to this Stipulation and/or further order of the Court.

d. **Notice & Administration Fund**

2.6 Within seven (7) calendar days after payment of the Settlement Amount into the Settlement Fund, the Escrow Agent shall establish a Notice & Administration Fund and may deposit up to \$250,000 from the Settlement Fund in it. The Notice & Administration Fund may be invested and earn interest as provided for in this Stipulation, and references in this Stipulation to the Notice & Administration Fund shall include such interest.

2.7 The Notice & Administration Fund shall be used by the Escrow Agent to pay Notice & Administration Costs. If Notice & Administration Costs exceed \$250,000, any such

additional costs and expenses shall, subject to approval of the Court, be transferred from the Settlement Fund to the Notice & Administration Fund. Any residual monies held in the Notice & Administration Fund upon the completion of notice and claims administration for the Settlement shall be transferred to the Settlement Fund.

2.8 The Notice & Administration Fund shall not be used to pay any fees for services provided by Lead Counsel or any of its affiliates. The Escrow Agent shall maintain a record of all funds disbursed. The Released Parties shall have no obligation to pay any expenses associated with the Notice & Administration Fund. In no event shall the Released Parties be responsible to pay any amount for costs of notice and administration.

e. **Taxes**

2.9

(a) The Parties and the Escrow Agent agree to treat the Notice & Administration Fund and Settlement Fund as “qualified settlement funds” within the meaning of Treasury Regulation §1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 2.9, including the “relation-back election” (as defined in Treasury Regulation §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) The Claims Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Notice & Administration Fund and Settlement Fund (including without limitation the returns described in Treasury Regulation

§1.468B-2(k)). Such returns (as well as the election described in ¶ 2.9(a)) shall be consistent with this ¶ 2.9 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties on the income earned) shall be paid out of the Settlement Fund.

(c) All Taxes and Tax Expenses relating to the income earned by the Notice & Administration Fund and Settlement Fund shall be paid out of the Settlement Fund.

(d) Taxes and Tax Expenses shall be treated as and considered to be a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court.

(e) Defendants, Settling Defendants' Counsel, Lead Plaintiff, and Lead Counsel shall have no liability or responsibility for Taxes or Tax Expenses. The Escrow Agent shall indemnify and hold each of the Defendants, Settling Defendants' Counsel, Plaintiffs, and Lead Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification).

(f) The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay expenses relating to the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treasury Regulation §1.468B-2(l)(2)). Neither Defendants, Settling Defendants' Counsel, Plaintiffs, nor Lead Counsel are responsible therefor, nor shall they have any liability with respect thereto.

(g) The Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 2.9. The Company's counsel agrees to promptly provide the Escrow Agent with the statement described in Treasury Regulation §1.468B-3(e).

f. **Termination of Settlement**

2.10 The Settling Defendants shall, acting collectively, have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of: (a) the Court's denial of Lead Plaintiff's motion for preliminary approval of the Settlement in any material respect without leave to amend and resubmit; (b) the Court's refusal to approve this Stipulation or any material part of it without leave to amend and resubmit; (c) the Court's declining to enter the Judgment in any material respect without leave to amend and resubmit; or (d) the date upon which the Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. Any decision with respect to any Plan of Allocation, Fee and Expense Award, or Incentive Award shall not be considered material to this Stipulation and shall not be grounds for termination.

2.11 Lead Plaintiff shall have the right to terminate the Settlement and this Stipulation by providing written notice of his election to do so to all other Parties within ten (10) business days of: (a) the Court's denial of Lead Plaintiff's motion for preliminary approval of the Settlement in any material respect without leave to amend and resubmit; (b) the Court's refusal to approve this Stipulation or any material part of it without leave to amend and resubmit; (c) the Court's declining to enter the Judgment in any material respect as to Defendants without leave to amend and resubmit; (d) the Defendants' failure to timely make full payment of the Settlement Amount into the Escrow Account (except that such failure to make full payment shall not give Lead Plaintiff the right to terminate unless Lead Plaintiff provides both XL Specialty Insurance and Defendants with written notice of their failure to timely make full payment and accords both with the opportunity to cure within 30 days); or (e) the date upon which the Judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court. Any

decision with respect to any Plan of Allocation, Fee and Expense Award, or Incentive Award shall not be considered material to this Stipulation and shall not be grounds for termination.

2.12 If, before the Final Approval Hearing, any persons who otherwise would be members of the Class have timely filed for exclusion from the Class in accordance with the provisions of the Order for Preliminary Approval and the notice given pursuant thereto (see ¶ 4.10 below), and such persons in the aggregate have purchased a number of securities during the Class Period in an amount greater than the sum specified in a separate Supplemental Agreement between the Settling Parties, the Settling Defendants, acting collectively and in their sole discretion, shall have the option to terminate this Stipulation in accordance with the procedures set forth in the Supplemental Agreement. The Supplemental Agreement shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless and until a dispute arises among the Settling Parties concerning its interpretation or application. If submission of the Supplemental Agreement is required for resolution of a dispute or is otherwise ordered by the Court, the Settling Parties will undertake to have the Supplemental Agreement submitted to the Court *in camera*. Copies of all requests for exclusion received and copies of all written revocations of requests for exclusion received shall be sent to counsel for the Parties within a reasonable time of receipt by the Claims Administrator, and in any event not less than seven (7) business days before the Final Approval Hearing.

2.13 If (i) the Settling Defendants exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Lead Plaintiffs exercise their right to terminate this Settlement as provided in this Stipulation, then:

The Settlement and the relevant portions of this Stipulation shall be canceled and terminated without prejudice, and this Stipulation shall be null and void and shall have no further force or effect;

The Settlement Amount including any interest accrued thereon, less expenses actually incurred or due and owing for the Notice & Administration Costs pursuant to ¶ 2.7 above, shall be refunded by check or wire transfer in accordance with the instructions to be provided by counsel for the Settling Defendants; and

The Parties shall revert to their respective positions in the Action as of October 28, 2015.

D. Class Certification

3.0 The Parties hereby stipulate to certification of the Class, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, solely for purposes of this Settlement. The certification of the Class shall be binding only with respect to the Settlement and only if the Judgment becomes Final.

E. Court Approval

a. Preliminary Approval Order

4.0 Promptly after execution of this Stipulation, Lead Counsel and Settling Defendants' Counsel shall jointly submit this Stipulation together with its Exhibits to the Court and shall request entry of an Order of Preliminary Approval (substantially in the form of Exhibit A) that will, *inter alia*, (1) grant preliminary approval to the Settlement; (2) certify the Class for settlement purposes only; (3) authorize dissemination of notice to the Settlement Class substantially in the form of Exhibits B and C hereto, along with provision of a Proof of Claim substantially in the form of Exhibit D; and (4) schedule the Final Approval Hearing no later than 100 days after the entry of the Order of Preliminary Approval.

4.1 The Notice shall describe the Settlement; the proposed Plan of Allocation; the requests for a Fee and Expense Award for Lead Counsel and an Incentive Award for Lead Plaintiff (consistent with ¶¶ 7.0–7.5); the date of the Final Approval Hearing; Class Members’ rights to opt out, object, or otherwise be heard with regard to these matters; and Class Members’ opportunity to file claims upon the Settlement Fund. The Stipulation of Settlement, Notice, Proof of Claim Form, and all papers submitted in support thereof shall be posted on a website to be maintained by the Claims Administrator.

4.2 Within fourteen (14) business days after the Court enters an Order of Preliminary Approval, Retrophin shall assist the Claims Administrator in obtaining, from Retrophin’s transfer agent, records of ownership sufficient to identify Class Members. The cost, if any, associated with compiling and/or delivering these records from the transfer agent to the Claims Administrator shall be payable to the transfer agent from the Settlement Fund. The Lead Plaintiff and the Claims Administrator agree to maintain this information in confidence and only for the purpose of administering this settlement, and will destroy it when allocation of funds to Class Members is complete.

b. Final Approval Hearing

4.3 Following dissemination of Notice to the Class Members, the Court shall hold the Final Approval Hearing to consider whether to approve the Settlement, approve the Plan of Allocation, award a Fee and Expense Award to Lead Counsel, and award an Incentive Award to Lead Plaintiff. Lead Counsel and Settling Defendants shall submit papers in support of the foregoing matters no later than twenty one (21) calendar days before the Final Approval Hearing.

4.4 Any Class Member who wishes to object to the fairness, reasonableness or adequacy of the matters set forth in ¶¶ 2.0–7.5 must both effect service on Lead Counsel no later

than fourteen (14) calendar days before the Final Approval Hearing its objection in the manner set forth in ¶ 4.5 below; *provided however*, that a Class Member who submits a Request for Exclusion shall not be able to submit an objection.

4.5 The statement of objection of the Class Member shall state (i) whether the Class Member is a Class Member, (ii) which part of this Stipulation the Class Member objects to and (iii) the specific reason(s), if any, for each such objection made by the Class Member, including any legal support the Class Member wishes to bring to the Court's attention. Such Class Member shall also provide documentation sufficient to establish all purchases, acquisitions and sales of Common Stock and other Retrophin securities during the Class Period (including the number of shares and prices). Failure to provide such information and documentation shall be grounds to void the objection.

4.6 Any Class Member who fails to comply with any of the provisions of ¶¶ 4.4–4.7 shall waive and forfeit any and all rights he, she or it may otherwise have to appear separately at the Final Approval Hearing and/or to object to this Stipulation, and shall be bound by all the terms of this Stipulation, and by all proceedings, orders and judgments in the Action.

4.7 Any objector shall be subject to the jurisdiction of the Court and may be deposed by Lead Counsel and/or any of the Settling Defendants' Counsel.

4.8 Lead Counsel shall file all objections with the Court no later than seven (7) calendar days before the Final Approval Hearing. All papers in opposition to any objections, and in further support of the foregoing matters shall be filed by the Parties by that time as well.

4.9 At the Final Approval Hearing, the Parties shall request that the Court enter a Judgment.

c. **Requests for Exclusion**

4.10 Any Person falling within the definition of the Class may be excluded from the Class by submitting to the Claims Administrator a request for exclusion (“Request for Exclusion”), which complies with the requirements set forth in the Order of Preliminary Approval and is postmarked no later than the Court-ordered date. All Persons who submit valid and timely Requests for Exclusion shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment. However, a Class Member may submit a written revocation of a Request for Exclusion up until five (5) calendar days before the date of the Final Approval Hearing and receive payments pursuant to this Stipulation and Settlement, provided the Class Member also submits a valid Proof of Claim (as set forth in ¶ 6.3(i) below) before the Bar Date.

F. **Releases and Proofs of Claim**

5.0 The obligations incurred pursuant to this Stipulation shall be in full and final settlement of the Action as to Defendants and any and all Settled Claims. Upon the Effective Date, Plaintiff and all Class Members on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, successors and assigns, shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and discharged each and every one of the Settled Claims against the Released Parties, whether or not any such Plaintiff or Class Member executes and delivers a Proof of Claim. Further, and as the Judgment will provide, upon the Effective Date, Plaintiff and all Class Members on behalf of themselves, their personal representatives, heirs, executors, administrators, trustees, successors and assigns, shall be deemed to have covenanted not to sue on, and shall forever be barred from suing on, instituting, prosecuting, continuing, maintaining or asserting in any forum, either directly or indirectly, on their own behalf or on behalf of any class or other person, any Settled

Claim against any of the Released Parties. This Release includes a waiver of any rights under California Civil Code 1542 and other similar applicable state statutes.

5.1 Only those Class Members filing valid and timely Proof of Claim and Release forms shall be entitled to participate in the Settlement and receive a distribution from the Settlement Fund. The Proof of Claim and Release to be executed by Class Members shall release all Settled Claims against the Released Parties, and shall be substantially in the form contained in Exhibit D attached hereto. Such Proof of Claims shall be filed ten (10) calendar days from the date of the Final Approval Hearing, unless otherwise ordered by the Court. All Class Members not submitting valid and timely requests for exclusion shall be bound by the releases specified in ¶ 5.0, whether or not they submit a valid and timely Proof of Claim and Release.

G. Administration and Calculation of Claims, Final Awards, And Supervision and Distribution of the Settlement Fund

6.0 The Claims Administrator shall administer and calculate the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. The distribution checks will be drawn upon the Settlement Fund.

6.1 Defendants and their insurance carriers shall have no involvement in reviewing or challenging claims and shall have no responsibility or liability for the allocation of the Settlement Fund among the Class Members or the allocation of any Fee and Expense Award or Incentive Award. Any such awards shall be paid solely by the Settlement Fund.

6.2 The Settlement Fund shall be applied as follows:

To pay Taxes and Tax Expenses;

To pay Notice & Administration Costs;

To pay a Fee and Expense Award to Lead Counsel as provided in ¶ 7.1, to the extent allowed by the Court;

To pay an Incentive Award to Lead Plaintiff as provided in ¶ 7.5, to the extent allowed by the Court;

Upon court approval, to distribute the Net Settlement Fund to the Authorized Claimants as allowed by this Stipulation, the Plan of Allocation, or the Court.

6.3 Upon the entry of the Judgment and thereafter, subject to ¶¶ 2.3–2.5 and in accordance with the terms of the Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants subject to and in accordance with the following:

(i) Each Class Member claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit D hereto, signed under penalty of perjury and supported by such documents as specified in the Proof of Claim or such other documents or proof, as are reasonably available to the Authorized Claimant, as Lead Counsel, in their discretion, may deem acceptable, no later than five (5) calendar days before the Final Approval Hearing, unless otherwise ordered by the Court;

(ii) Except as otherwise ordered by the Court, all Class Members who fail to timely submit a Proof of Claim and Release by the Bar Date, or such other period as may be ordered by the Court, or otherwise allowed, or who file a Proof of Claim that is rejected, shall be forever barred from receiving any payments pursuant to this Stipulation and Settlement, but will in all other respects be subject to and bound by the provisions of this Stipulation, the Releases, and the Judgment and will be barred and enjoined from bringing any action against the Released Parties concerning the Settled Claims.

6.4 No Person shall have any claim against Plaintiffs, Lead Counsel, Defendants, Settling Defendants' Counsel, the Claims Administrator, the Escrow Agent or any other agent designated by Lead Counsel based on distribution determinations or claim rejections made substantially in accordance with this Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court.

6.5 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with a Plan of Allocation to be described in the Notice and approved by the Court. However, if there is any balance remaining in the Net Settlement Fund after six (6) months from the date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), the Claims Administrator under the supervision of Lead Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to such not-for-profit as the Court may direct and approve.

6.6 This is not a claims-made settlement. If all conditions of the Stipulation are satisfied and the Settlement becomes Final, no portion of the Settlement Fund will be returned to the Defendants or their insurance carriers.

6.7 The Released Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission or determination of Lead Counsel, the Escrow Agent or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the administration, management, investment, allocation or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund;

(vi) the payment or withholding of any Taxes or Tax Expenses or (vii) any failure of Notice or failure to identify Class Members pursuant to ¶ 4.2 above.

6.8 It is understood and agreed by the Parties that any proposed Plan of Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in this Stipulation, and any order or proceedings relating to the Plan of Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the Court's Judgment approving this Stipulation and the Settlement set forth therein, or any other orders entered pursuant to this Stipulation.

H. Attorneys' Fees and Expenses

7.0 Lead Counsel may submit an application or applications (a "Fee and Expense Application") for payments to Lead Counsel from the Settlement Fund for: (a) an award of attorneys' fees; plus (b) reimbursement of actual costs and expenses, including the fees and expenses of experts or consultants, incurred in connection with prosecuting the Action. Lead Counsel reserves the right to make additional applications for fees and expenses incurred, if necessary.

7.1 Any award of attorneys' fees, costs, and expenses approved by the Court ("Fee and Expense Award") shall be payable to Lead Counsel from the Settlement Fund immediately following the entry of the Court's order awarding such fees and expenses, notwithstanding any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to the joint and several obligation of all counsel who receive any award of attorneys' fees and costs to make full refunds or repayments to the Settlement Fund plus interest earned thereon if, as a result of any appeal and/or further

proceedings on remand or successful collateral attack, the award is lowered or the Settlement is disapproved by a final order.

7.2 If the Fee and Expense Award is reduced or reversed on appeal, Lead Counsel shall make all necessary refunds and repayments into the Settlement Fund within ten (10) calendar days of a final order by the Court of Appeals or the Supreme Court directing such reduction or reversal, which shall be distributed by the Escrow Agent to the Class pursuant to the manner directed in the final order.

Lead Counsel further agrees to refund any Fee and Expense Award paid to Lead Counsel in the event that this Settlement does not become final; in such situation, payment of all of the Fee and Expense Award shall be made by Lead Counsel into the Settlement Fund within ten (10) calendar days thereof, and shall thereafter be distributed by the Escrow Agent pursuant to the terms of ¶ 8.3.

7.3 The procedure for and allowance or disallowance by the Court of any application by Lead Counsel for attorneys' fees and expenses, including the fees and expenses of experts and consultants, to be paid out of the Settlement Fund, are not part of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement set forth in this Stipulation. Any order or proceedings relating to a Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to modify, terminate or cancel this Stipulation, or affect or delay the finality of the Judgment approving this Stipulation and the Settlement of the Action.

7.4 Settling Defendants agree that they will not oppose Lead Counsel's Fee and Expense Application or Lead Plaintiff's application for an Incentive Award.

7.5 The Released Parties shall have no responsibility for, and no liability whatsoever with respect to:

the allocation of any attorneys' fees or costs among any counsel or to any other Person;
any payment to Lead Counsel or any other Plaintiffs' Counsel and/or any other Person who receives payment from the Settlement Fund;

the allocation among Lead Counsel, and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Action; or

any obligation of Lead Counsel to make appropriate refunds or repayments to the Settlement Fund or interest earned thereon.

I. Lead Plaintiff's Incentive Award

7.6 Lead Counsel may submit an application to the Court to authorize the payment of an award from the Settlement Fund to Lead Plaintiff for his service to the Class in this Action ("Incentive Award"). Subject to the payment terms in ¶ 2.0, payment for any Incentive Award payable in cash shall be payable to Lead Plaintiff five (5) calendar days after the Effective Date.

J. Effect of Disapproval, Cancellation or Termination

8.0 The Effective Date of the Stipulation shall be conditioned upon the occurrence of all of the following events:

(a) Defendants have caused the contributions to be made to the Settlement Fund pursuant to ¶ 2.0;

(b) the Court has entered the Judgment; and

(c) the Judgment has become Final.

Any appeal or delay in (a) the approval of the Plan of Allocation, (b) the consideration of any Fee and Expense Application, or (c) the granting of an Incentive Award to Lead Plaintiff, shall not affect, alter, or delay the occurrence of the Effective Date.

8.1 Upon the occurrence of the Effective Date, any and all interest or right of Settling Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, except as set forth in this Stipulation. The Settlement Fund shall be distributed in accordance with ¶ 6.2 hereof.

8.2 Unless otherwise ordered by the Court, in the event the Stipulation is terminated, or is canceled, or fails to become effective for any reason, within ten (10) calendar days after written notification of such event is sent by Settling Defendants' Counsel or Lead Counsel to the Escrow Agent, subject to the terms of ¶ 2.9 hereof, the Settlement Amount (including accrued interest), less any expenses and any costs which have either been properly disbursed pursuant to ¶¶ 2.3–2.6 hereof, or are determined to be chargeable to the Settlement Fund or the notice and administration of the Settlement pursuant to ¶ 2.7 hereof, shall be refunded by the Escrow Agent to the appropriate sources of the funds in proportion to their contribution to the Settlement Fund, plus accrued interest attributable to that amount by check or wire transfer pursuant to written instructions from Settling Defendants' Counsel. At the request of Settling Defendants' counsel, the Escrow Agent or its designee shall apply for any tax refund owed to the Settlement Fund and pay the proceeds, after deduction of any fees or expenses reasonably incurred in connection with such application(s) for refund, to the Insurers.

8.3 In the event this Settlement is terminated as provided in Section 2.13, then the terms and provisions of the Stipulation, with the exception of ¶¶ 1.0–1.36; 8.3–8.4; 9.1 hereof, shall have no further force and effect and shall not be used in this Action or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or

the amount of any attorneys' fees, costs, expenses and interest awarded by the Court to Lead Counsel shall constitute grounds for cancellation or termination of the Stipulation.

8.4 In the event this Settlement is terminated as provided in Section 2.13, neither Lead Plaintiffs nor Lead Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Notice & Administration Fund. In addition, any expenses already incurred and properly chargeable to the Notice & Administration Fund pursuant to this Stipulation at the time of such termination or cancellation, but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation before the balance being refunded in accordance with ¶ 8.3.

K. Miscellaneous Provisions

9.0 The Settling Defendants deny any wrongdoing whatsoever, and this Stipulation shall in no event be construed or deemed to be evidence of, or an admission or concession on the part of Settling Defendants with respect to any claim of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in any defenses that Settling Defendants have asserted or could assert in the Action or any other action.

9.1 This Stipulation, whether or not consummated, and any proceedings taken pursuant to it:

- (i) shall not be offered or received against any Released Party as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any Released Party with respect to the truth of any fact alleged by Plaintiffs or any Class Member or the validity of any claim that has been or could have been asserted in the Action or in any other action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other action, or of any liability, negligence, fault, or wrongdoing of any Released Party;

provided, however, that if this Stipulation is approved by the Court, the Released Parties may offer or refer to it only to effectuate its terms, including the releases granted them hereunder;

- (ii) shall not be offered or received against any Released Party as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Released Party; and
- (iii) shall not be construed against any Released Party as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial.

9.2 The Parties, and each of them, shall not assert or pursue any action, claim or rights that any party hereto violated any provision of Rule 11 of the Federal Rules of Civil Procedure or otherwise seek reimbursement or shifting of attorneys fees or other costs associated with this litigation. Further, the Parties, and each of them, will not deny in any statement made to any media representative that the Action is being settled voluntarily after consultation with competent counsel. The Parties, and each of them, and their respective counsel agree that the Action was resolved in good faith, following arm's length bargaining.

9.3 The Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Stipulation. Subject to their fiduciary and legal obligations to their clients, Lead Counsel and Settling Defendants' Counsel agree to cooperate with one another in seeking Court approval of

the Order for Notice and Hearing, the Stipulation and the Settlement, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

9.4 The Parties intend this Stipulation to be a final and complete resolution of all disputes between them with respect to the Action as well as any disputes which could have been raised in the Action by Plaintiffs or the Class against the Released Parties, and each or any of them, on the one hand, and by the Released Parties, and each or any of them, against Plaintiffs or the Class, on the other hand. Accordingly, the Parties agree not to assert in any forum or, in any statement made to any media representative (whether or not for attribution) that the Action was brought by Plaintiffs or defended by any the Defendants, or each or any of them, in bad faith or without a reasonable basis. The Judgment will contain a statement that during the course of the Action, the parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Parties further agree that the amount paid to the Settlement Fund and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

9.5 Plaintiffs, Lead Counsel, and the attorneys, staff, experts, and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any Person or entity in the pursuit of legal action related to the subject matter of this Action against the Settling Defendants, (b) they will not intentionally assist or cooperate with any Person or entity seeking to publicly disparage or economically harm the Settling Defendants with respect to any matter relating to the subject matter of this Action, and (c) they will not discuss any confidential matters related to this Action or the Settlement with anyone.

9.6 Except as otherwise provided herein, all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

9.7 The Settlement contemplated herein is not subject to or contingent upon confirmatory discovery or other discovery.

9.8 If this Stipulation is approved by the Court, any party or any of the Released Parties may file this Stipulation and/or Judgment in any action that may be brought against such party or parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

9.9 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

9.10 The waiver by one party of any breach of this Stipulation by any other party shall not be deemed as a waiver of any other prior or subsequent breaches of this Stipulation.

9.11 All of the Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

9.12 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

9.13 This Stipulation and the Exhibits attached hereto constitute the entire agreement among the parties hereto and no representations, warranties, or inducements have been made to any party concerning this Stipulation or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each side shall bear its own costs.

9.14 Each counsel or other Person executing this Stipulation, any of its Exhibits, or any related settlement documents on behalf of any party hereto hereby warrants and represents that such Person has the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

9.15 This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Stipulation all exchange original signed counterparts.

9.16 This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto and the Released Parties.

9.17 The Court shall retain jurisdiction with respect to enforcement of the terms of this Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of enforcing the Settlement embodied in this Stipulation.

9.18 Any disputes arising out of finalizing and implementing this Stipulation or the Settlement itself shall be resolved by the mediator Jed Melnick, Esq. in his sole discretion, first by way of mediation and if unsuccessful by way of final binding non-appealable arbitration.

9.19 This Stipulation and the Exhibits thereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of New York and the rights and obligations of the parties to this Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to that State's choice of law principles.

9.20 This Stipulation is deemed to have been prepared by counsel for all parties, as a result of arm's length negotiations among the parties. Whereas all parties have contributed

substantially and materially to the preparation of this Stipulation, it shall not be construed more strictly against one party than another.

9.21 Whenever this Stipulation requires or contemplates that a Party shall or may give notice to the other, notice shall be provided by electronic mail, or next-day (excluding Saturday and Sunday) express delivery service as follows and shall be deemed effective upon such transmission or delivery to the address set forth below:

If to Plaintiffs, then to:

Jeremy A. Lieberman
Murielle J. Steven Walsh
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600 Third Avenue 20th Floor
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jalieberman@pomlaw.com
mjsteven@pomlaw.com

Ian Ross Shapiro
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1114 Avenue of the Americas
New York, NY 10036
ishapiro@cooley.com

Counsel for Defendants Retrophin, Inc., Steve Richardson, Stephen Aselage, and Cornelius Golding

If to Defendants, then to:

Andrew Todd Solomon
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Counsel for Defendant Marc L. Panoff

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Counsel for Defendant Martin Shkreli

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Wayne Boulton
Claims Counsel
XL PROFESSIONAL
100 Constitution Plaza, 13th Floor
Hartford, CT 06103
wayne.boulton@xlgroup.com

9.22 All time periods set forth herein shall be computed in calendar days unless otherwise expressly provided. In computing any period of time prescribed or allowed by this Stipulation or by order of the Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included.

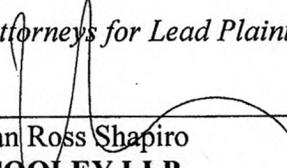
9.23 The Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary to carry out any of the provisions of this Stipulation.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, dated January 29, 2016.



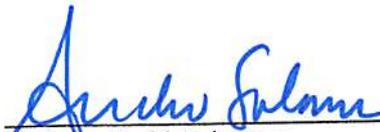
Jeremy A. Lieberman
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Murielle J. Steven Walsh
600 Third Ave., 20th Floor
New York, NY 10016

Attorneys for Lead Plaintiff



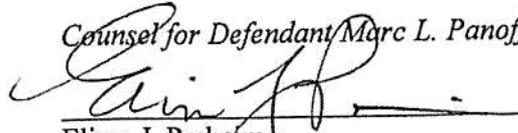
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