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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

In re GTT Communications, Inc.  
Securities Litigation

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This Document Relates To: All  
Actions

Master File No. 2:21-cv-00270-DOC-AS

CLASS ACTION

**ORDER GRANTING LEAD PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

1           WHEREAS, Lead Plaintiff Arthur Capital Inc. (“Lead Plaintiff”),  
2 individually and on behalf of the Settlement Class, and Defendants GTT  
3 Communications, Inc. (“GTT”), Richard D. Calder, Jr., Ernie Ortega, Michael T.  
4 Sicoli, Daniel M. Fraser and Steven Berns (“Defendants,” and together with Lead  
5 Plaintiff, “Parties”), have entered into the Stipulation of Settlement, dated October  
6 29, 2021 (the “Stipulation”), which is subject to review under Rule 23 of the Federal  
7 Rules of Civil Procedure and which, together with the exhibits annexed thereto, sets  
8 forth the terms and conditions for the proposed settlement of the class action  
9 pending before the Court entitled *In re GTT Communications, Inc. Securities*  
10 *Litigation*, Case No. 2:21-cv-00270 (C.D. Cal.) (“Action”); and the Court having  
11 read and considered the Stipulation and the exhibits thereto and submissions made  
12 relating thereto, and finding that substantial and sufficient grounds exist for entering  
13 this Order; and the Parties having consented to the entry of this Order;

14           NOW, THEREFORE, IT IS HEREBY ORDERED, this 6th day of  
15 December, 2021, that:

16           1. Capitalized terms used herein have the meanings set forth in the  
17 Stipulation.

18           2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil  
19 Procedure and for the purposes of the Settlement only, the Action is hereby  
20 preliminarily certified as a class action on behalf of all Persons (including, without  
21 limitation, their beneficiaries) who acquired GTT publicly traded securities from  
22 May 5, 2016 through July 30, 2021, both dates inclusive, and who were damaged  
23 thereby. Excluded from the Settlement Class are: (a) persons who suffered no  
24 compensable losses; and (b) Defendants; the present and former officers and  
25 directors of the Company at all relevant times; members of their immediate families  
26 and their legal representatives, heirs, successors, or assigns, and any entity in which  
27 any of the Defendants, or any person excluded under this subsection (b), has or had  
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1 a majority ownership interest at any time. Also excluded from the Settlement Class  
2 are Persons who file valid and timely requests for exclusion from the Settlement  
3 Class in accordance with this Order.

4 3. This Court finds, preliminarily and for purposes of this Settlement  
5 only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the  
6 Federal Rules of Civil Procedure have been satisfied in that: (a) the number of  
7 Settlement Class Members is so numerous that joinder of all members of the  
8 Settlement Class is impracticable; (b) there are questions of law and fact common  
9 to the Settlement Class; (c) the claims of Lead Plaintiff are typical of the claims of  
10 the Settlement Class it seeks to represent; (d) Lead Plaintiff fairly and adequately  
11 represents the interests of the Settlement Class; (e) questions of law and fact  
12 common to the Settlement Class predominate over any questions affecting only  
13 individual members of the Settlement Class; and (f) a class action is superior to  
14 other available methods for the fair and efficient adjudication of the Action.

15 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure,  
16 preliminarily and for the purposes of this Settlement only, Lead Plaintiff is certified  
17 as the class representative on behalf of the Settlement Class (“Class  
18 Representative”) and Lead Counsel, previously selected by Lead Plaintiff and  
19 approved by this Court, is hereby appointed as Class Counsel for the Settlement  
20 Class (“Class Counsel”).

21 5. The Court finds that (a) the Stipulation resulted from good faith, arm’s-  
22 length negotiations, and (b) the Stipulation is sufficiently fair, reasonable, and  
23 adequate to the Settlement Class Members to warrant providing notice of the  
24 Settlement to Settlement Class Members and holding a Settlement Hearing.

25 6. The Court hereby preliminarily approves the Settlement, subject to  
26 further consideration at a hearing (“Settlement Hearing”) pursuant to Federal Rule  
27 of Civil Procedure 23(e), which is hereby scheduled to be held before the Court on  
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1 March 21 2022 at 8:30 a.m., and may be conducted via telephonic or  
2 videoconference means at the Court's direction, for the following purposes:

3 (a) to determine finally whether the applicable prerequisites for  
4 class action treatment under Federal Rules of Civil Procedure 23(a) and (b) are  
5 satisfied;

6 (b) to determine finally whether the Settlement is fair, reasonable,  
7 and adequate, and should be approved by the Court;

8 (c) to determine finally whether the Final Judgment, substantially  
9 in the form of Exhibit B to the Stipulation, should be entered, dismissing the Action  
10 on the merits and with prejudice, and to determine whether the release by the  
11 Releasing Parties of the Released Claims against the Released Parties, as set forth  
12 in the Stipulation, should be ordered, along with a permanent injunction barring  
13 efforts to prosecute or attempt to prosecute any Released Claims extinguished by  
14 the release against any of the Released Parties, as also set forth in the Stipulation;

15 (d) to determine finally whether the proposed Plan of Allocation for  
16 the distribution of the Net Settlement Fund is fair and reasonable and should be  
17 approved by the Court;

18 (e) to consider the application of Class Counsel for an award of  
19 attorneys' fees and expenses and award to Class Representative;

20 (f) to consider Settlement Class Members' objections to the  
21 Settlement, if any, whether submitted previously in writing or presented orally at  
22 the Settlement Hearing by Settlement Class Members (or by counsel on their  
23 behalf); and

24 (g) to rule upon such other matters as the Court may deem  
25 appropriate.

26 7. The Court reserves the right to adjourn the Settlement Hearing to a  
27 later date and to approve the Settlement with or without modification and with or  
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1 without further notice other than entry of an Order on the Court’s docket. The Court  
2 may decide to hold the Settlement Hearing telephonically or by other virtual means  
3 without further notice. The Court further reserves the right to enter its Final  
4 Judgment approving the Settlement and dismissing the Action, on the merits and  
5 with prejudice, regardless of whether it has approved the Plan of Allocation or  
6 awarded attorneys’ fees and expenses.

7 8. The Court reserves the right to approve the Settlement with such  
8 modifications as may be agreed upon or consented to by the Parties and without  
9 further notice to the Settlement Class where to do so would not impair Settlement  
10 Class Members’ rights in a manner inconsistent with Rule 23, other applicable rules  
11 or regulations, or due process of law.

12 9. The Court approves the form, substance and requirements of (a) the  
13 Long Notice, (b) the Proof of Claim, (c) the Summary Notice, and (d) the Postcard  
14 Notice, all of which are exhibits to the Stipulation.

15 10. Class Counsel, on behalf of Lead Plaintiff, has the authority to enter  
16 into the Settlement on behalf of the Settlement Class and has the authority to act on  
17 behalf of the Settlement Class with respect to all acts or consents required by or that  
18 may be given pursuant to the Stipulation or such other acts that are reasonably  
19 necessary to consummate the Settlement.

20 11. Strategic Claims Services is appointed and approved as the Claims  
21 Administrator to supervise and administer the notice procedure as well as the  
22 processing of claims.

23 12. The Escrow Agent may, at any time after entry of this Order and  
24 without further approval from Defendants or the Court, disburse at the direction of  
25 Class Counsel up to \$250,000 from the Settlement Fund prior to the Effective Date  
26 to pay reasonable Administrative Costs. After the Effective Date, an additional  
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1 \$125,000 may be transferred from the Settlement Fund to pay for any reasonable  
2 and necessary Administrative Costs without further order of the Court.

3 13. No later than fifteen Business Days after the date of this Order,  
4 Defendants shall provide and/or cause its transfer agent to provide to Class Counsel  
5 GTT's transfer records information reasonably available to GTT concerning the  
6 identity of Settlement Class Members, including any names and addresses of  
7 Settlement Class Members and nominees or custodians that exist in such transfer  
8 records ("Settlement Class Information") in a usable electronic format, such as an  
9 Excel spreadsheet, or other form as is reasonably available to GTT. This  
10 information will be kept confidential and not used for any purpose other than to  
11 provide the notice contemplated by this Order.

12 14. Within twenty Business Days of the entry of this Order, Class Counsel,  
13 through the Claims Administrator, shall either: (a) email links to the location of the  
14 Long Notice and Proof of Claim to Settlement Class Members for whom the Claims  
15 Administrator is able to obtain email addresses, substantially in the form annexed  
16 to the Stipulation as Exhibit A-1 and Exhibit A-2; or (b) cause the Postcard Notice,  
17 substantially in the form annexed to the Stipulation as Exhibit A-4, if no electronic  
18 mail address can be obtained, mailed, by first class mail, postage prepaid, to  
19 Settlement Class Members who can be identified with reasonable effort by Class  
20 Counsel, through the Claims Administrator.

21 15. Class Counsel, through the Claims Administrator, shall make all  
22 reasonable efforts to give notice to nominees or custodians who held GTT securities  
23 during the Settlement Class Period as record owners but not as beneficial owners.  
24 Such nominees or custodians shall, within ten days of receipt of the notice, either:  
25 (i) request copies of the Postcard Notice sufficient to send the Postcard Notice to all  
26 beneficial owners for whom they are nominee or custodian, and within ten days  
27 after receipt thereof send copies to such beneficial owners; (ii) request links to the  
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1 location of the Long Notice and Proof of Claim and email the links to each  
2 beneficial owner for whom they are nominee or custodian within ten days after  
3 receipt thereof; or (iii) provide the Claims Administrator with lists of the names,  
4 last known addresses and email addresses (to the extent known) of such beneficial  
5 owners, in which event the Claims Administrator shall promptly deliver the  
6 Postcard Notice to such beneficial owners. If the Claims Administrator receives an  
7 email address, it will send a link to the location of the Long Notice and Proof of  
8 Claim electronically. Nominees or custodians who elect to email links to the Long  
9 Notice and Proof of Claim or send the Postcard Notice to their beneficial owners  
10 shall send a written certification to the Claims Administrator confirming that the  
11 mailing or emailing has been made as directed. Copies of the Postcard Notice shall  
12 be made available to any nominee or custodian requesting same for the purpose of  
13 distribution to beneficial owners. The Claims Administrator shall, if requested,  
14 reimburse nominees or custodians out of the Settlement Fund solely for their  
15 reasonable out-of-pocket expenses incurred in providing notice to beneficial  
16 owners, which expenses would not have been incurred except for the providing  
17 names and addresses, of up to \$0.03 per name, address, and email address provided  
18 to the Claims Administrator; up to \$0.03 per unit for each Postcard Notice actually  
19 mailed, plus postage at the pre-sort rate used by the Claims Administrator; or up to  
20 \$0.03 per email notice sent, and subject to further order of this Court with respect  
21 to any dispute concerning such reimbursement.

22         16. Class Counsel shall, at least seven days before the Final Approval  
23 Hearing, serve upon counsel for Defendants and file with the Court proof of the  
24 mailing of the Postcard Notice as required by this Order.

25         17. Within sixteen days of the entry of this Order, Class Counsel, through  
26 the Claims Administrator, shall cause the Stipulation and its exhibits, this Order,  
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1 and a copy of the Long Notice and Proof of Claim to be posted on the Claims  
2 Administrator's website contemporaneously.

3 18. Class Counsel, through the Claims Administrator, shall cause the  
4 Summary Notice to be published electronically once on the *GlobeNewswire* and in  
5 print once in the *Investor's Business Daily* within ten days after the Postcard Notice  
6 mailing or emailing links to the location of the Long Notice and Proof of Claim.  
7 Class Counsel shall, at least seven days before the Settlement Hearing, serve upon  
8 counsel for Defendants and file with the Court proof of publication of the Summary  
9 Notice.

10 19. The forms and methods set forth herein of notifying the Settlement  
11 Class Members of the Settlement and its terms and conditions meet the  
12 requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and  
13 Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. 78u-4(a)(7),  
14 as amended by the Private Securities Litigation Reform Act of 1995; constitute the  
15 best notice practicable under the circumstances; and constitute due and sufficient  
16 notice to all persons and entities entitled thereto. No Settlement Class Member will  
17 be relieved from the terms and conditions of the Settlement, including the releases  
18 provided for therein, based upon the contention or proof that such Settlement Class  
19 Member failed to receive actual or adequate notice.

20 20. In order to be entitled to participate in recovery from the Net  
21 Settlement Fund after the Effective Date, each Settlement Class Member shall take  
22 the following action and be subject to the following conditions:

23 (a) A properly completed and executed Proof of Claim must be  
24 submitted to the Claims Administrator: (a) electronically through the Claims  
25 Administrator's website, [www.strategicclaims.net/GTT](http://www.strategicclaims.net/GTT), by 11:59 p.m. EST  
26 on February 19, 2022; or (b) at the Post Office Box indicated in the Notice,  
27 postmarked no later than February 19, 2022 (thirty days prior to the  
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1 Final Approval Hearing). Such deadline may be further extended by Order  
2 of the Court. Each Proof of Claim shall be deemed to have been submitted  
3 when: (a) the claim receives a confirmation notice from Strategic Claims  
4 Services for electronic submissions; or (b) legibly postmarked (if properly  
5 addressed and mailed by first class mail) provided such Proof of Claim is  
6 actually received before the filing of a motion for an Order of the Court  
7 approving distribution of the Net Settlement Fund. Any Proof of Claim  
8 submitted in any other manner shall be deemed to have been submitted when  
9 it was actually received by the Claims Administrator at the address  
10 designated in the Notice.

11 (b) The Proof of Claim submitted by each Settlement Class Member  
12 must satisfy the following conditions: (i) it must be properly completed,  
13 signed and submitted in a timely manner in accordance with the provisions  
14 of the preceding subparagraph; (ii) it must be accompanied by adequate  
15 supporting documentation for the transactions reported therein, in the form  
16 of broker confirmation slips, broker account statements, an authorized  
17 statement from the broker containing the transactional information found in  
18 a broker confirmation slip, or such other documentation as is deemed  
19 adequate by the Claims Administrator or Class Counsel; (iii) if the person  
20 executing the Proof of Claim is acting in a representative capacity, a  
21 certification of their current authority to act on behalf of the Settlement Class  
22 Member must be provided with the Proof of Claim; and (iv) the Proof of  
23 Claim must be complete and contain no material deletions or modifications  
24 of any of the printed matter contained therein and must be signed under  
25 penalty of perjury.

26 (c) Once the Claims Administrator has considered a timely  
27 submitted Proof of Claim, it shall determine whether such claim is valid,  
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1       deficient, or rejected. For each claim determined to be either deficient or  
2       rejected, the Claims Administrator shall send a deficiency letter or rejection  
3       letter as appropriate, describing the basis on which the claim was so  
4       determined. Persons who timely submit a Proof of Claim that is deficient or  
5       otherwise rejected shall be afforded a reasonable time (at least ten days) to  
6       cure such deficiency, if it shall appear that such deficiency may be cured. If  
7       any Claimant whose claim has been rejected in whole or in part wishes to  
8       contest such rejection, the Claimant must, within ten days after the date of  
9       mailing of the notice, serve upon the Claims Administrator a notice and  
10      statement of reasons indicating the Claimant's ground for contesting the  
11      rejection along with any supporting documentation, and requesting a review  
12      thereof by the Court. If an issue concerning a claim cannot be otherwise  
13      resolved, Class Counsel shall thereafter present the request for review to the  
14      Court.

15           (d) As part of the Proof of Claim, each Settlement Class Member  
16      shall submit to the jurisdiction of the Court with respect to the claim  
17      submitted, and shall, upon the Effective Date, release all claims as provided  
18      in the Stipulation. No discovery shall be allowed on the merits of the Action  
19      or the Settlement in connection with processing of the Proof of Claim, nor  
20      shall any discovery from or of Defendants be allowed on any topic.

21      21. All Settlement Class Members who do not submit valid and timely  
22      Proofs of Claim will be forever barred from receiving any payments from the Net  
23      Settlement Fund but will in all other respects be subject to and bound by the  
24      provisions of the Stipulation and the Judgment, if entered.

25      22. Settlement Class Members shall be bound by all determinations and  
26      judgments in the Action whether favorable or unfavorable, unless such Persons  
27      request exclusion from the Settlement Class in a timely and proper manner, as  
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1 hereinafter provided. A Settlement Class Member wishing to make such request for  
2 exclusion from the Settlement shall mail it, in written form, by first class mail,  
3 postage prepaid, or otherwise deliver it, so that it is received no later than  
4 January 24, 2022 (twenty-one days prior to the Final Approval Hearing)  
5 (“Exclusion Deadline”), to the address listed in the Long Notice. In order to be  
6 valid, such request for exclusion must (A) indicate the name, address, phone number  
7 and e-mail contact information (if any) of the Person seeking exclusion, and state  
8 that the sender specifically “requests to be excluded from the Settlement of *In re*  
9 *GTT Communications, Inc. Securities Litigation*, Case No. 2:21-cv-00270 (C.D.  
10 Cal.)” and (B) state the date, number of shares, and dollar amount of each purchase  
11 or acquisition of GTT securities and, if applicable, each sale during the Settlement  
12 Class Period, as well as the number of GTT securities held by the Person as of the  
13 opening and closing of the Settlement Class Period. In order to be valid, such  
14 request for exclusion must be submitted with documentary proof: (i) of each  
15 purchase or acquisition and, if applicable, sale transaction of GTT securities during  
16 the Settlement Class Period; and (ii) demonstrating the Person’s status as a  
17 beneficial owner of the GTT securities. Any such request for exclusion must be  
18 signed and submitted by the beneficial owner under penalty of perjury. The request  
19 for exclusion shall not be effective unless it provides the required information, is  
20 legible, and is made within the time stated above, or the exclusion is otherwise  
21 accepted by the Court. Class Counsel may contact any Person filing a request for  
22 exclusion, or their attorney if one is designated, to discuss the request for exclusion.

23 23. The Claims Administrator shall provide all requests for exclusion and  
24 supporting documentation submitted therewith (including untimely requests and  
25 revocations of requests) to counsel for the Parties as soon as possible and no later  
26 than the Exclusion Deadline or upon the receipt thereof (if later than the Exclusion  
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1 Deadline). The Settlement Class will not include any Person who delivers a valid  
2 and timely request for exclusion that has not been thereafter revoked.

3 24. Any Person that submits a request for exclusion may thereafter submit  
4 to the Claims Administrator a written revocation of that request for exclusion,  
5 provided that it is received no later than two Business Days before the Final  
6 Approval Hearing, in which event that Person will be included in the Settlement  
7 Class.

8 25. All Persons who submit a valid, timely and unrevoked request for  
9 exclusion will be forever barred from receiving any payments from the Net  
10 Settlement Fund.

11 26. The Court will consider comments and/or objections to the Settlement,  
12 the Plan of Allocation, or the Fee and Expense Application, provided, however, that  
13 no Settlement Class Member or other Person shall be heard or entitled to contest  
14 the approval of the terms and conditions of the proposed Settlement, the Plan of  
15 Allocation, or the Fee and Expense Application, or any other order relating thereto,  
16 unless, at least twenty-one days prior to the Settlement Hearing Date, that Person  
17 has: (a) filed said objections, papers, and briefs, and proof of service upon counsel  
18 identified below with the Clerk of the Court, U.S. District Court, Central District of  
19 California, Ronald Reagan Federal Building and United States Courthouse, 411  
20 West 4th Street, Room 1053, Santa Ana, California 92701; and (b) served copies of  
21 any objections, papers and briefs on each of the following counsel:

22 CLASS COUNSEL:  
23 THE ROSEN LAW FIRM, P.A.  
24 Phillip Kim  
25 275 Madison Avenue, 40<sup>th</sup> Floor  
26 New York, NY 10016

COUNSEL FOR DEFENDANTS:  
CRAVATH, SWAINE, &  
MOORE LLP  
David H. Korn  
825 Eighth Avenue  
New York, NY 10019

1           27. To be valid, any such objection must contain the Settlement Class  
2 Member's: (1) name, address, and telephone number; (2) a list of all purchases and  
3 sales of GTT securities during the Settlement Class Period in order to show  
4 membership in the Settlement Class; (3) all grounds for the objection, including any  
5 legal support known to the Settlement Class Member and/or his, her, or its counsel;  
6 (4) the name, address and telephone number of all counsel who represent the  
7 Settlement Class Member, including former or current counsel who may be entitled  
8 to compensation in connection with the objection; and (5) the number of times the  
9 Settlement Class Member and/or his, her, or its counsel has filed an objection to a  
10 class action settlement in the last five years, the nature of each such objection in  
11 each case, the jurisdiction in each case, and the name of the issuer of the security or  
12 seller of the product or service at issue in each case. Attendance at the Final  
13 Approval Hearing is not necessary, but Persons wishing to be heard orally in  
14 opposition to the approval of the Stipulation, the Plan of Allocation, and/or the Fee  
15 and Expense Application are required to indicate in their written objection (or in a  
16 separate writing that is submitted in accordance with the deadline and instructions  
17 pertinent to the submission of a written objection) that they intend to appear at the  
18 Final Approval Hearing and identify any witnesses they may call to testify or  
19 exhibits they intend to introduce into evidence at the Final Approval Hearing.  
20 Settlement Class Members do not need to appear at the Final Approval Hearing or  
21 take any other action to indicate their approval.

22           28. Any Settlement Class Member who does not object in the manner  
23 prescribed above shall be deemed to have waived all such objections and shall  
24 forever be foreclosed from making any objection to the fairness, adequacy, or  
25 reasonableness of the Settlement, the Judgment to be entered approving the  
26 Settlement, the Plan of Allocation, and/or the Fee and Expense Application, unless  
27 otherwise ordered by the Court; shall be bound by all the terms and provisions of  
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1 the Stipulation and by all proceedings, orders and judgments in the Action; and shall  
2 also be foreclosed from appealing from any judgment or order entered in this  
3 Action.

4 29. The Court reserves the right to adjourn the Final Approval Hearing  
5 without any further notice other than entry of an Order on the Court's docket and to  
6 approve the Settlement without further notice to the Settlement Class Members.

7 30. All papers in support of the Settlement, the Plan of Allocation, and/or  
8 the Fee and Expense Application shall be filed and served no later than twenty-eight  
9 days before the Final Approval Hearing.

10 31. Any submissions filed in response to any objections or in further  
11 support of the Settlement, the Plan of Allocation, and/or the Fee and Expense  
12 Application shall be filed no later than fourteen days prior to the Final Approval  
13 Hearing.

14 32. Defendants, their counsel, and other Released Parties shall have no  
15 responsibility for, or liability with respect to, the Plan of Allocation or any  
16 application for attorneys' fees and interest, or expenses or payments to the Class  
17 Representative submitted by Class Counsel, and such matters will be considered  
18 separately from the fairness, reasonableness, and adequacy of the Settlement.

19 33. Pending final determination of whether the Settlement should be  
20 approved, all Releasing Parties shall be enjoined from commencing, prosecuting,  
21 or attempting to prosecute any Released Claims against any Released Party in any  
22 court or tribunal or proceeding. Unless and until the Stipulation is cancelled and  
23 terminated pursuant to the Stipulation, all proceedings in the Action, other than such  
24 proceedings as may be necessary to carry out the terms and conditions of the  
25 Stipulation, are hereby stayed and suspended until further order of the Court.

26 34. All funds held by the Escrow Agent shall be deemed and considered  
27 to be in the custody of the Court, and shall remain subject to the jurisdiction of the  
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1 Court, until such time as such funds shall be distributed or returned pursuant to the  
2 Stipulation and Plan of Allocation and/or further order(s) of the Court.

3 35. Neither the Stipulation, nor any of its terms or provisions, nor any of  
4 the negotiations or proceedings connected with it, shall be construed as an  
5 admission or concession by Defendants, their counsel, or any of the other Released  
6 Parties of the truth of any of the allegations in the Action, or of any liability, fault,  
7 or wrongdoing of any kind and shall not be construed as, or deemed to be evidence  
8 of, or an admission or concession that Class Representative or any Settlement Class  
9 Members directly have suffered any damages, harm, or loss. Further, neither the  
10 Stipulation, nor any of its terms or provisions, nor any of the negotiations or  
11 proceedings connected with it, nor this Order shall be construed as an admission or  
12 concession by Class Representative of the validity of any factual or legal defense  
13 or of the infirmity of any of the claims or facts alleged in the Action.

14 36. In the event the Settlement is not consummated in accordance with the  
15 terms of the Stipulation, then the Stipulation and this Order (including any  
16 amendment(s) thereof, and except as expressly provided in the Stipulation or by  
17 order of the Court) shall be null and void, of no further force or effect, and without  
18 prejudice to any Party, and may not be introduced as evidence or used in any action  
19 or proceeding by any Person against the Parties or the Released Parties, and each  
20 Party shall be restored to his, her, or its respective litigation positions as they existed  
21 prior to August 9, 2021, pursuant to the terms of the Stipulation.

22 37. The Court reserves the right to alter the time or the date of the Final  
23 Approval Hearing without further notice to the Settlement Class Members,  
24 provided that the time or the date of the Final Approval Hearing shall not be set at  
25 a time or date earlier than the time and date set forth in ¶ 6 above. The Court retains  
26 exclusive jurisdiction over the Action to consider all further matters arising out of,  
27 or relating to, the Stipulation, including by way of illustration and not limitation,  
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1 any dispute concerning any Proof of Claim submitted and any future requests by  
2 one or more of the Parties that the Judgment, the releases and/or the permanent  
3 injunction set forth in the Stipulation be enforced.

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Dated: December 6, 2021



HON. DAVID O. CARTER  
UNITED STATES DISTRICT JUDGE