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

CHRIS HASHEM, individually and
on behalf of all others similarly
situated,

Plaintiff,

vs.

NMC HEALTH PLC, PRASANTH
MANGHAT, KHALIFA BIN BUTTI,
PRASHANTH SHENOY, H.J. MARK
TOMPKINS, and B.R. SHETTY,

Defendant.

Case No.:

CV 20-2303 CBM (MAAx)

**ORDER RE: PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF PARTIAL
CLASS ACTION SETTLEMENT
[100]**

WHEREAS, Lead Plaintiffs Chris Hashem, Shengming Huang and Abdul Razeq Abdul Ahad (“Lead Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendant Prasanth Manghat (“Manghat” or the “Settling Defendant” and with Lead Plaintiffs, the “Settling Parties”) entered into the Stipulation and Agreement of Settlement, dated November 2, 2021 (“Settlement Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the class action pending

1 before the Court titled, *Hashem v. NMC Health PLC, et al.*, Case No. 2:20-cv-
2 02303-CBM-MAA (C.D. Cal.), which is consolidated with *Shengming Huang v.*
3 *NMC Health PLC, et al.*, No. 2:20-cv-02895-CBM-MAA (collectively, the
4 “Action”); and the Court having read and considered the Settlement Stipulation
5 and the exhibits thereto and submissions made relating thereto, and finding that
6 substantial and sufficient grounds exist for entering this Order;

7 NOW, THEREFORE, IT IS HEREBY ORDERED, this 8th day of
8 December 2021, that:

9 1. Capitalized terms used herein have the meanings defined in the
10 Settlement Stipulation.

11 2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil
12 Procedure and for the purposes of the Settlement only, the Action is hereby
13 preliminarily certified as a class action on behalf of all Persons that purchased or
14 acquired NMC Health PLC (“NMC”) American Depositary Shares (“ADSs”)
15 between March 13, 2016 and March 10, 2020, both dates inclusive (“Class
16 Period”) excluding: (i) Defendants; (ii) current and former officers and directors
17 of NMC and any Manghat Released Parties; (iii) the Persons expressly excluded
18 from the definition of Settlement Class in paragraph 1.31 of the Settlement
19 Stipulation; (iv) the respective spouses, children, or parents of any Person
20 excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any Person
21 more than 5% owned or directly or indirectly controlled by any Person excluded
22 under subparagraphs (i) through (iv) of this paragraph or any trust of which such a
23 Person is a beneficiary or of which any Person is related or affiliated to a
24 beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns
25 of any Person excluded under paragraphs (i) through (v); and (vii) those Persons
26 who file valid and timely requests for exclusion in accordance with this
27 Preliminary Approval Order.

28 3. This Court finds, preliminarily and for purposes of this Settlement

1 only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the
2 Federal Rules of Civil Procedure have been satisfied in that: (a) the number of
3 Settlement Class Members is so numerous that joinder of all members of the
4 Settlement Class is impracticable; (b) there are questions of law and fact common
5 to the Settlement Class; (c) the Lead Plaintiffs' claims are typical of the claims of
6 the Settlement Class they seek to represent; (d) Lead Plaintiffs fairly and
7 adequately represent the interests of the Settlement Class; (e) questions of law and
8 fact common to the Settlement Class predominate over any questions affecting
9 only individual members of the Settlement Class; and (f) a class action is superior
10 to other available methods for the fair and efficient adjudication of the Action.

11 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure,
12 preliminarily and for the purposes of this Settlement only, Lead Plaintiffs are
13 certified as the class representatives on behalf of the Settlement Class and Lead
14 Counsel, previously selected by Lead Plaintiffs and appointed by the Court, is
15 hereby appointed as Co-Lead Counsel for the Settlement Class.

16 5. The Court finds that (a) the Settlement Stipulation resulted from good
17 faith, arm's length negotiations, and (b) the Settlement Stipulation is sufficiently
18 fair, reasonable and adequate to the Settlement Class Members to warrant
19 providing notice of the Settlement to Settlement Class Members and holding a
20 Settlement Hearing.

21 6. The Court hereby preliminarily approves the Settlement, subject to
22 further consideration at a hearing ("Settlement Hearing") pursuant to Federal
23 Rule of Civil Procedure 23(e), which is hereby scheduled to be held before the
24 Court on April 5, 2022 at 8:00 a.m. for the following purposes:

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

28 (b) to determine finally whether the Settlement is fair, reasonable,

1 and adequate, and should be approved by the Court;

2 (c) to determine finally whether the Order and Partial Final
3 Judgment as provided under the Settlement Stipulation should be entered,
4 dismissing the Action on the merits and with prejudice as to Manghat, and
5 to determine, among other things, whether the release by the Plaintiffs
6 Releasing Parties of the Released Claims against the Manghat Released
7 Parties, as set forth in the Settlement Stipulation, should be ordered, along
8 with a permanent injunction barring efforts to prosecute or attempt to
9 prosecute any Plaintiffs' Released Claims extinguished by the release
10 against any of the Manghat Released Parties, as also set forth in the
11 Settlement Stipulation;

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

15 (e) to consider any application of Co-Lead Counsel for an award
16 of expenses to Lead Counsel;

17 (f) to consider Settlement Class Members' or any other Person's
18 objections to the Settlement, if any, whether submitted previously in writing
19 or presented orally at the Settlement Hearing by Settlement Class Members
20 (or by counsel on their behalf) provided that they gave proper notice that
21 they intend to appear at the Settlement Hearing; and

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

24 7. The Court reserves the right to adjourn the Settlement Hearing to a
25 later date and to approve the Settlement without modification, or with such
26 modifications as may be agreed to by the Settling Parties, and with or without
27 further notice of any kind. The Court further reserves the right to enter its Order
28 and Partial Final Judgment approving the Settlement and dismissing the Action as

1 to Manghat, on the merits and with prejudice, regardless of whether it has
2 approved the Plan of Allocation or awarded expenses. Nothing in this Order shall
3 affect the ability of Lead Plaintiffs or the Settlement Class to continue to prosecute
4 claims in this Action against Defendants other than Manghat.

5 8. The Court approves the form, substance and requirements of (a) the
6 Notice, (b) the Summary Notice, (c) the Postcard Notice, and (d) the Proof of
7 Claim and Release Form, all of which are exhibits to the Settlement Stipulation.

8 9. Co-Lead Counsel has the authority to enter into the Settlement on
9 behalf of the Settlement Class and has the authority to act on behalf of the
10 Settlement Class with respect to all acts or consents required by or that may be
11 given pursuant to the Settlement Stipulation or such other acts that are reasonably
12 necessary to consummate the Settlement.

13 10. For settlement purposes only, Strategic Claims Services is appointed
14 and approved as the Claims Administrator to supervise and administer the notice
15 procedure as well as the processing of claims. Up to \$25,000 in notice and
16 administration costs may be paid to the Claims Administrator without further
17 order of this Court.

18 11. Within sixteen (16) calendar days of the entry of this Order, Co-Lead
19 Counsel, through the Claims Administrator, shall either (a) email the Summary
20 Notice to Settlement Class Members for whom the Claims Administrator is able
21 to obtain email addresses, substantially in the form annexed to the Settlement
22 Stipulation as Exhibit A-3 or (b) cause the Postcard Notice, substantially in the
23 form annexed to the Settlement Stipulation as Exhibit A-4, if no electronic mail
24 address can be obtained, mailed, by first class mail, postage prepaid, to Settlement
25 Class Members who can be identified with reasonable effort by Co-Lead Counsel,
26 through the Claims Administrator.

27 12. Co-Lead Counsel, through the Claims Administrator, shall make all
28 reasonable efforts to give notice to nominees or custodians who held NMC ADSs

1 during the Class Period as record owners but not as beneficial owners. Such
2 nominees or custodians shall, within ten (10) calendar days of receipt of the
3 notice, either: (i) request copies of the Postcard Notice sufficient to send the
4 Postcard Notice to all beneficial owners for whom they are nominee or custodian,
5 and within ten (10) calendar days after receipt thereof send copies to such
6 beneficial owners; or (ii) request an electronic link to the Notice and Proof of
7 Claim and Release Form (“Notice and Claim Link”), and within ten (10) calendar
8 days after receipt thereof, email the Notice and Claim Links to such beneficial
9 owners for whom valid email addresses are available; or (iii) provide the Claims
10 Administrator with lists of the names, last known addresses and email addresses
11 (to the extent known) of such beneficial owners, in which event the Claims
12 Administrator shall promptly deliver the Postcard Notice to such beneficial
13 owners. If the Claims Administrator receives an email address, it will send a
14 Notice and Claim Link electronically. Nominees or custodians who elect to send
15 the Postcard Notice or Notice and Claim Link to their beneficial owners shall send
16 a written certification to the Claims Administrator confirming that the mailing or
17 emailing has been made as directed. Copies of the Postcard Notice or Notice and
18 Claim Links shall be made available to any nominee or custodian requesting same
19 for the purpose of distribution to beneficial owners. The Claims Administrator
20 shall, if requested, reimburse nominees or custodians out of the Settlement Fund
21 solely for their reasonable out-of-pocket expenses, incurred in providing notice to
22 beneficial owners, which expenses would not have been incurred except for the
23 providing names and addresses up to \$0.05 per name (with address and email
24 address) provided to the Claims Administrator; up to \$0.05 per Postcard Notice
25 plus postage at the rate used by the Claims Administrator; or up to \$0.05 per
26 Notice and Claim Link sent by email, and subject to further order of this Court
27 with respect to any dispute concerning such reimbursement.

28 13. Co-Lead Counsel shall, at least seven (7) calendar days before the

1 Settlement Hearing, serve upon counsel for Settling Defendant and file with the
2 Court proof of the mailing of the Postcard Notice as required by this Order.

3 14. Co-Lead Counsel, through the Claims Administrator, shall cause the
4 Settlement Stipulation and its exhibits, this Order, and a copy of the Notice and
5 Proof of Claim and Release Form to be posted on the Claims Administrator's
6 website within sixteen (16) calendar days after entry of this Order.

7 15. Co-Lead Counsel, through the Claims Administrator, shall cause the
8 Summary Notice to be published electronically once on the *GlobeNewswire*
9 within ten (10) calendar days after the Postcard Notice mailing or Notice and
10 Claim Link emailing. Co-Lead Counsel shall, at least seven (7) calendar days
11 before the Settlement Hearing, serve upon counsel for Settling Defendant and file
12 with the Court proof of publication of the Summary Notice.

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

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

26 (a) A properly completed and executed Proof of Claim and
27 Release Form must be submitted to the Claims Administrator: (a)
28 electronically through the Claims Administrator's website,

1 www.strategicclaims.net/NMCHHealth by 11:59 p.m. EST on March 5, 2022;
2 or (b) at the Post Office Box indicated in the Notice, postmarked no later
3 than March 5, 2022 (thirty (30) calendar days prior to the Settlement
4 Hearing). Such deadline may be further extended by Order of the Court.
5 Each Proof of Claim and Release Form shall be deemed to have been
6 submitted when: (a) the claim receives a confirmation notice from Strategic
7 Claims Services for electronic submissions; or (b) legibly postmarked (if
8 properly addressed and mailed by first class mail) provided such Proof of
9 Claim and Release Form is actually received before the filing of a motion
10 for an Order of the Court approving distribution of the Net Settlement
11 Fund. Any Proof of Claim and Release Form submitted in any other manner
12 shall be deemed to have been submitted when it was actually received by
13 the Claims Administrator at the address designated in the Notice.

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

1 signed under penalty of perjury.

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

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

25 18. All Settlement Class Members who do not submit valid and timely
26 Proof of Claim and Release Forms will be forever barred from receiving any
27 payments from the Net Settlement Fund, but will in all other respects be subject to
28 and bound by the provisions of the Settlement Stipulation and the Order and

1 Partial Final Judgment, if entered

2 19. Settlement Class Members shall be bound by all determinations and
3 judgments in this Action whether favorable or unfavorable, unless such Persons
4 request exclusion from the Settlement Class in a timely and proper manner, as
5 hereinafter provided. A Settlement Class Member wishing to make such request
6 for exclusion shall mail it by first class mail, postage prepaid, or otherwise deliver
7 it, so that it is received no later than March 15, 2022 (twenty-one (21) calendar
8 days prior to the Settlement Hearing) (“Exclusion Deadline”), to the address listed
9 in the Notice. In order to be valid, such request for exclusion (A) must clearly
10 indicate the name and address and phone number and e-mail contact information
11 (if any) of the Person seeking exclusion, and state that the sender specifically
12 “requests to be excluded from the Settlement Class in *Hashem v. NMC Health*
13 *PLC, et al.*, 2:20-cv-02303-CBM-MAA (C.D. Cal.) and *Shengming Huang v.*
14 *NMC Health PLC., et al.*, No. 2:20-cv-02895-CBM-MAA (C.D. Cal.)” and (B)
15 state the date, number of shares and dollar amount of each NMC ADS purchase or
16 acquisition during the Settlement Class Period, and any sale transactions as well
17 as the number of NMC ADSs held by the Person as of March 13, 2016 and March
18 10, 2020. In order to be valid, such request for exclusion must be submitted with
19 documentary proof: (i) of each purchase or acquisition and, if applicable, sale
20 transaction of NMC ADSs during the Settlement Class Period; and (ii)
21 demonstrating the Person’s status as a beneficial owner of the NMC ADSs. Any
22 such request for exclusion must be signed and submitted by the beneficial owner
23 under penalty of perjury. The request for exclusion shall not be effective unless it
24 provides the required information, is legible, and is made within the time stated
25 above, or the exclusion is otherwise accepted by the Court. Co-Lead Counsel may
26 contact any Person filing a request for exclusion, or their attorney if one is
27 designated, to discuss the request for exclusion.

28 20. The Claims Administrator shall provide all requests for exclusion and

1 supporting documentation submitted therewith (including untimely requests and
2 revocations of requests) to counsel for the Settling Parties (by email) as soon as
3 possible and no later than the Exclusion Deadline or upon the receipt thereof (if
4 later than the Exclusion Deadline). The Settlement Class will not include any
5 Person who delivers a valid and timely request for exclusion.

6 21. Any Person that submits a request for exclusion may thereafter
7 submit to the Claims Administrator a written revocation of that request for
8 exclusion, provided that it is received no later than two (2) Business Days before
9 the Settlement Hearing, in which event that Person will be included in the
10 Settlement Class.

11 22. All Persons who submit a valid, timely and unrevoked request for
12 exclusion will be forever barred from receiving any payments from the Net
13 Settlement Fund.

14 23. The Court will consider comments and/or objections to the
15 Settlement, the Plan of Allocation, or the Expense Application, provided,
16 however, that no Settlement Class Member or other Person shall be heard or
17 entitled to contest the approval of the terms and conditions of the proposed
18 Settlement or, if approved, the Order and Partial Final Judgment, or any other
19 order relating thereto, unless that Person has served copies of any objections,
20 papers and briefs to the following counsel at least twenty-one (21) calendar days
21 prior to the Settlement Hearing Date:

22 POMERANTZ LLP
23 Joshua Silverman, Esq.
24 10 South La Salle Street, Suite 3505
25 Chicago, Illinois 60603

26 THE ROSEN LAW FIRM, P.A.
27 Phillip Kim, Esq.
28 275 Madison Avenue, 40th Floor
New York, New York 10016

1 EARLY SULLIVAN WRIGHT GIZER & MCRAE LLP
2 William A. Wright, Esq.
3 6420 Wilshire Blvd., 17th Floor
4 Los Angeles, CA 90048
5

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

27 24. Any Settlement Class Member or other Person who does not object
28 in the manner prescribed above shall be deemed to have waived all such

1 objections and shall forever be foreclosed from making any objection to the
2 fairness, adequacy or reasonableness of the Settlement, the Order and Partial Final
3 Judgment to be entered approving the Settlement, the Plan of Allocation, and/or
4 Expense Application, unless otherwise ordered by the Court; shall be bound by all
5 the terms and provisions of the Settlement Stipulation and by all proceedings,
6 orders and judgments in the Action; and shall also be foreclosed from appealing
7 from any judgment or order entered in this Action.

8 25. The Court reserves the right to adjourn the Settlement Hearing
9 without any further notice other than entry of an Order on the Court's docket, and
10 to approve the Settlement without further notice to the Settlement Class.

11 26. All papers in support of the Settlement, the Plan of Allocation and/or
12 the Fee and Expense Application shall be filed and served no later than twenty-
13 eight (28) calendar days before the Settlement Hearing.

14 27. Any submissions filed in response to any objections or in further
15 support of the Settlement, the Plan of Allocation and/or the Expense Application
16 shall be filed no later than seven (7) calendar days prior to the Settlement Hearing.

17 28. Settling Defendant, his counsel, his insurers and other Manghat
18 Released Parties shall have no responsibility for, or liability with respect to, the
19 Plan of Allocation or any application for attorneys' fees and interest, or expenses
20 or payments to the Lead Plaintiffs submitted by Co-Lead Counsel, and such
21 matters will be considered separately from the fairness, reasonableness, and
22 adequacy of the Settlement.

23 29. Pending final determination of whether the Settlement should be
24 approved, all Plaintiffs Releasing Parties shall be enjoined from commencing,
25 prosecuting, or attempting to prosecute any Released Claims against any Manghat
26 Released Party in any court or tribunal or proceeding (including in the Action),
27 unless and until the Settlement Stipulation is cancelled and terminated pursuant to
28 the Settlement Stipulation.

1 30. Manghat shall not be required to answer or otherwise respond to the
2 complaints in this Action unless the Settlement is terminated, canceled or
3 otherwise fails to become effective. In the event the Settlement is terminated,
4 canceled or otherwise fails to become effective, Manghat shall have 21 days from
5 such event to answer or otherwise respond to the complaints.

6 31. All funds held in the Escrow Account shall be deemed and
7 considered to be in the custody of the Court, and shall remain subject to the
8 jurisdiction of the Court, until such time as such funds shall be distributed or
9 returned pursuant to the Settlement Stipulation and Plan of Allocation and/or
10 further order(s) of the Court.

11 32. Neither the Settlement Stipulation, nor any of its terms or provisions,
12 nor any of the negotiations or proceedings connected with it, nor this Order shall
13 be construed as an admission or concession by the Settling Defendant, his
14 counsel, his insurers or any of the other Manghat Released Parties of the truth of
15 any of the allegations in the Action, or of any liability, fault, or wrongdoing or any
16 kind and shall not be construed as, or deemed to be evidence of or an admission or
17 concession that Lead Plaintiffs or any Settlement Class Members have suffered
18 any damages, harm, or loss. Further, neither the Settlement Stipulation, nor any of
19 its terms or provisions, nor any of the negotiations or proceedings connected with
20 it, nor this Order shall be construed as, or argued to be, a waiver of any of
21 Manghat's defenses in the Action, including but not limited to the defenses listed
22 in Fed. R. Civ. P. 12(b) with regard to the complaints in the Action (and including
23 Manghat's rights, objections and defenses based on lack of personal jurisdiction
24 and venue/forum). Further, neither the Settlement Stipulation, nor any of its terms
25 or provisions, nor any of the negotiations or proceedings connected with it, nor
26 this Order shall be construed as an admission or concession by the Lead Plaintiffs
27 of the validity of any factual or legal defense or of the infirmity of any of the
28 claims or facts alleged in this Action.

