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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,

Defendants.

Case No.: 2:20-cv-02303-CBM-MAA
(Consolidated with Case No. 2:20-cv-
02895-CBM-MAA)

**ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF PARTIAL CLASS
ACTION SETTLEMENT [117]**

[Honorable Consuelo B. Marshall]

**ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF PARTIAL CLASS ACTION SETTLEMENT**

1 WHEREAS, Lead Plaintiffs Chris Hashem, Shengming Huang and Abdul
2 Razeq Abdul Ahad (“Lead Plaintiffs”), on behalf of themselves and the Settlement
3 Class, and Defendant B.R. Shetty (“Dr. Shetty” or the “Settling Defendant” and with
4 Lead Plaintiffs, the “Settling Parties”) entered into the Stipulation and Agreement of
5 Settlement, dated February 17, 2022 (“Settlement Stipulation”), which is subject to
6 review under Rule 23 of the Federal Rules of Civil Procedure, and which, together
7 with the exhibits annexed thereto, sets forth the terms and conditions for the
8 proposed settlement and dismissal of the class action pending before the Court titled,
9 *Hashem v. NMC Health PLC, et al.*, Case No. 2:20-cv-02303-CBM-MAA (C.D.
10 Cal.), which is consolidated with *Shengming Huang v. NMC Health PLC., et al.*, No.
11 2:20-cv-02895-CBM-MAA (collectively, the “Action”); and the Court having read
12 and considered the Settlement Stipulation and the exhibits thereto and submissions
13 made relating thereto, and finding that substantial and sufficient grounds exist for
14 entering this Order;

15 NOW, THEREFORE, IT IS HEREBY ORDERED, this 8th day of April,
16 2022, that:

17 1. Capitalized terms used herein have the meanings defined in the
18 Settlement Stipulation.

19 2. Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil
20 Procedure and for the purposes of the Settlement only, the Action is hereby
21 preliminarily certified as a class action on behalf of all Persons that purchased or
22 acquired NMC Health PLC (“NMC”) American Depositary Shares (“ADSs”)
23 between March 13, 2016 and March 10, 2020, both dates inclusive (“Class Period”)
24 excluding: (i) Defendants; (ii) current and former officers and directors of NMC and
25 any Released Parties as defined in paragraph 1.26 of the Settlement Stipulation; (iii)
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1 the Persons deemed Related Parties to the Released Parties as defined in paragraph
2 1.24 of the Settlement Stipulation; (iv) the respective spouses, children, or parents of
3 any Person excluded under subparagraphs, (i) through (iii) of this paragraph; (v) any
4 Person more than 5% owned or directly or indirectly controlled by any Person
5 excluded under subparagraphs (i) through (iv) of this paragraph or any trust of which
6 such a Person is a beneficiary or of which any Person is related or affiliated to a
7 beneficiary or a trustee; (vi) the respective heirs, successors, trustees and assigns of
8 any Person excluded under paragraphs (i) through (v); and (vii) those Persons who
9 file valid and timely requests for exclusion in accordance with this Preliminary
10 Approval Order.

11 3. This Court finds, preliminarily and for purposes of this Settlement only,
12 that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal
13 Rules of Civil Procedure have been satisfied in that: (a) the number of Settlement
14 Class Members is so numerous that joinder of all members of the Settlement Class is
15 impracticable; (b) there are questions of law and fact common to the Settlement
16 Class; (c) the Lead Plaintiffs' claims are typical of the claims of the Settlement Class
17 they seek to represent; (d) Lead Plaintiffs fairly and adequately represent the
18 interests of the Settlement Class; (e) questions of law and fact common to the
19 Settlement Class predominate over any questions affecting only individual members
20 of the Settlement Class; and (f) a class action is superior to other available methods
21 for the fair and efficient adjudication of the Action.

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

27 5. The Court finds that (a) the Settlement Stipulation resulted from good
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1 faith, arm's length negotiations, and (b) the Settlement Stipulation is sufficiently
2 fair, reasonable and adequate to the Settlement Class Members to warrant providing
3 notice of the Settlement to Settlement Class Members and holding a Settlement
4 Hearing.

5 6. The Court hereby preliminarily approves the Settlement, subject to
6 further consideration at a hearing ("Settlement Hearing") pursuant to Federal Rule of
7 Civil Procedure 23(e), which is hereby scheduled to be held before the Court on
8 August 16th, 2022 at 8:00 a.m. for the following purposes:

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

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

14 (c) to determine finally whether the Order and Partial Final
15 Judgment as provided under the Settlement Stipulation should be entered,
16 dismissing the Action on the merits and with prejudice as to Dr. Shetty, and to
17 determine, among other things, whether the release by the Plaintiffs Releasing
18 Parties of the Released Claims against the Released Parties, as set forth in the
19 Settlement Stipulation, should be ordered, along with a permanent injunction
20 barring efforts to prosecute or attempt to prosecute any of Plaintiffs' Released
21 Claims extinguished by the release against any of the Released Parties, as also
22 set forth in the Settlement Stipulation;

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

26 (e) to consider any application of Co-Lead Counsel for an award of
27 fees and expenses to Lead Counsel, or a compensatory award to Lead
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1 Plaintiffs;

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

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

9 7. The Court reserves the right to adjourn the Settlement Hearing to a later
10 date and to approve the Settlement without modification, or with such modifications
11 as may be agreed to by the Settling Parties, and with or without further notice of any
12 kind. The Court further reserves the right to enter its Order and Partial Final
13 Judgment approving the Settlement and dismissing the Action as to Dr. Shetty, on
14 the merits and with prejudice, regardless of whether it has approved the Plan of
15 Allocation or awarded expenses. Nothing in this Order shall affect the ability of
16 Lead Plaintiffs or the Settlement Class to continue to prosecute claims in this Action
17 against the remaining Defendants other than Dr. Shetty.

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

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

26 10. For settlement purposes only, Strategic Claims Services is appointed
27 and approved as the Claims Administrator to supervise and administer the notice

1 procedure as well as the processing of claims. Up to \$25,000 in notice and
2 administration costs may be paid to the Claims Administrator without further order
3 of this Court.

4 11. Within sixteen (16) calendar days of the entry of this Order, Co-Lead
5 Counsel, through the Claims Administrator, shall either (a) email the Notice to
6 Settlement Class Members for whom the Claims Administrator is able to obtain
7 email addresses, substantially in the form annexed to the Settlement Stipulation as
8 Exhibit A-1 or (b) cause the Postcard Notice, substantially in the form annexed to
9 the Settlement Stipulation as Exhibit A-4 to be mailed, by first class mail, postage
10 prepaid, to Settlement Class Members who can be identified with reasonable effort
11 by Co-Lead Counsel, through the Claims Administrator.

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

11 13. Co-Lead Counsel shall, at least seven (7) calendar days before the
12 Settlement Hearing, serve upon counsel for Settling Defendant and file with the
13 Court proof of the mailing of the Postcard Notice as required by this Order.

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

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

24 16. The forms and methods set forth herein of notifying the Settlement
25 Class Members of the Settlement and its terms and conditions meet the requirements
26 of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section
27 21D(a)(7) of the Exchange Act, 15 U.S.C. 78u-4(a)(7), as amended by the Private
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1 Securities Litigation Reform Act of 1995; constitute the best notice practicable
2 under the circumstances; and constitute due and sufficient notice to all Persons
3 entitled thereto. No Settlement Class Member will be relieved from the terms and
4 conditions of the Settlement, including the releases provided for therein, based upon
5 the contention or proof that such Settlement Class Member failed to receive actual or
6 adequate notice.

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

10 (a) If not already submitted in connection with the Tompkins
11 Settlement, a properly completed and executed Proof of Claim and Release
12 Form must be submitted to the Claims Administrator: (a) electronically
13 through the Claims Administrator's website,
14 www.strategicclaims.net/NMCHHealth, by 11:59 p.m. EST on July 15, 2022; or
15 (b) at the Post Office Box indicated in the Notice, postmarked no later than
16 July 15, 2022 (thirty (32) calendar days prior to the Settlement Hearing). Such
17 deadline may be further extended by Order of the Court. Each Proof of Claim
18 and Release Form shall be deemed to have been submitted when: (a) the claim
19 receives a confirmation notice from Strategic Claims Services for electronic
20 submissions; or (b) legibly postmarked (if properly addressed and mailed by
21 first class mail) provided such Proof of Claim and Release Form is actually
22 received before the filing of a motion for an Order of the Court approving
23 distribution of the Net Settlement Fund. Any Proof of Claim and Release
24 Form submitted in any other manner shall be deemed to have been submitted
25 when it was actually received by the Claims Administrator at the address
26 designated in the Notice. Any valid Proof of Claim and Release Form
27 submitted in connection with the Tompkins Settlement is also deemed

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1 submitted for purposes of this Settlement, and subject to the release set forth
2 in the Notice.

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

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

8 (d) As part of the Proof of Claim and Release Form, each Settlement
9 Class Member shall submit to the jurisdiction of the Court with respect to the
10 claim submitted, and shall, upon the Effective Date, release all claims as
11 provided in the Settlement Stipulation. No discovery shall be allowed on the
12 merits of the Action or the Settlement in connection with processing of the
13 Proof of Claim and Release Forms, nor shall any discovery from or of
14 Defendants be allowed on any topic.

15 18. All Settlement Class Members who do not submit valid and timely
16 Proof of Claim and Release Forms will be forever barred from receiving any
17 payments from the Net Settlement Fund, but will in all other respects be subject to
18 and bound by the provisions of the Settlement Stipulation and the Order and Partial
19 Final Judgment, if entered.

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

18 20. The Claims Administrator shall provide all requests for exclusion and
19 supporting documentation submitted therewith (including untimely requests and
20 revocations of requests) to counsel for the Settling Parties (by email) as soon as
21 possible and no later than the Exclusion Deadline or upon the receipt thereof (if later
22 than the Exclusion Deadline). The Settlement Class will not include any Person who
23 delivers a valid and timely request for exclusion.

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

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

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

11 POMERANTZ LLP
12 Joshua Silverman, Esq.
13 10 South La Salle Street, Suite 3505
14 Chicago, Illinois 60603

15 THE ROSEN LAW FIRM, P.A.
16 Phillip Kim, Esq.
17 275 Madison Avenue, 40th Floor
18 New York, New York 10016

19 MEISTER SEELIG & FEIN LLP
20 Austin D. Kim
21 125 Park Avenue, 7th Floor
22 New York, NY 10017

23 To be valid, any such objection must contain the Person's: (1) name, address,
24 and telephone number; (2) a list of all purchases and sales of the NMC ADSs during
25 the Class Period in order to show membership in the Settlement Class; (3) all
26 grounds for the objection, including any legal support known to the Settlement Class
27 Member and/or his, her, or its counsel; (4) the name, address and telephone number
28 of all counsel who represent the Settlement Class Member, including former or

1 current counsel who may be entitled to compensation in connection with the
2 objection; and (5) the number of times the Settlement Class Member and/or his, her,
3 or its counsel has filed an objection to a class action settlement in the last five years,
4 the nature of each such objection in each case, the jurisdiction in each case, and the
5 name of the issuer of the security or seller of the product or service at issue in each
6 case. Attendance at the Settlement Hearing is not necessary but Persons wishing to
7 be heard orally in opposition to the approval of the Settlement Stipulation, the Plan
8 of Allocation, and/or the Expense Application are required to indicate in their
9 written objection (or in a separate writing that is submitted in accordance with the
10 deadline and after instruction pertinent to the submission of a written objection) that
11 they intend to appear at the Settlement Hearing and identify any witnesses they may
12 call to testify or exhibits they intend to introduce into evidence at the Settlement
13 Hearing. Settlement Class Members do not need to appear at the Settlement Hearing
14 or take any other action to indicate their approval.

15 24. Any Settlement Class Member or other Person who does not object in
16 the manner prescribed above shall be deemed to have waived all such objections and
17 shall forever be foreclosed from making any objection to the fairness, adequacy or
18 reasonableness of the Settlement, the Order and Partial Final Judgment to be entered
19 approving the Settlement, the Plan of Allocation, and/or Fee and Expense
20 Application, unless otherwise ordered by the Court; shall be bound by all the terms
21 and provisions of the Settlement Stipulation and by all proceedings, orders and
22 judgments in the Action; and shall also be foreclosed from appealing from any
23 judgment or order entered in this Action.

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

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

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

7 28. Settling Defendant, his counsel, his insurers (if any) and other Released
8 Parties shall have no responsibility for, or liability with respect to, the Plan of
9 Allocation or any application for attorneys' fees and interest, or expenses or
10 payments to the Lead Plaintiffs submitted by Co-Lead Counsel, and such matters
11 will be considered separately from the fairness, reasonableness, and adequacy of the
12 Settlement.

13 29. Pending final determination of whether the Settlement should be
14 approved, all Plaintiffs Releasing Parties shall be enjoined from commencing,
15 prosecuting, or attempting to prosecute any Released Claims against any Released
16 Party in any court or tribunal or proceeding (including in the Action), unless and
17 until the Settlement Stipulation is cancelled and terminated pursuant to the
18 Settlement Stipulation.

19 30. Dr. Shetty shall not be required to answer or otherwise respond to the
20 complaints in this Action unless the Settlement is terminated, canceled or otherwise
21 fails to become effective. In the event the Settlement is terminated, canceled or
22 otherwise fails to become effective, Dr. Shetty shall have 21 days from such event to
23 answer, move, or otherwise respond to the pending complaints in this Action.

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

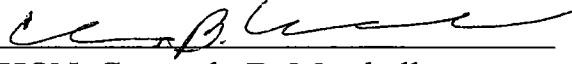
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1 32. Neither the Settlement Stipulation, nor any of its terms or provisions,
2 nor any of the negotiations or proceedings connected with it, nor this Order shall be
3 construed as an admission or concession by the Settling Defendant, his counsel,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

19 33. In the event the Settlement is not consummated in accordance with the
20 terms of the Settlement Stipulation, then the Settlement Stipulation and this Order
21 (including any amendment(s) thereof, and except as expressly provided in the
22 Settlement Stipulation or by order of the Court) shall be null and void, of no further
23 force or effect, and without prejudice to any Settling Party, and may not be
24 introduced as evidence or used in any action or proceeding by any Person against the
25 Settling Parties or the Released Parties, and each Settling Party shall be restored to
26 his, her or its respective litigation positions as they existed prior to December 27,
27 2021, pursuant to the terms of the Settlement Stipulation.

1 34. The Court reserves the right to alter the time or the date of the
2 Settlement Hearing without further notice to the Settlement Class Members,
3 provided that the time or the date of the Settlement Hearing shall not be set at a time
4 or date earlier than the time and date set forth in ¶ 6 above. The Court retains
5 exclusive jurisdiction to consider all further matters arising out of, or relating to, the
6 Settlement Stipulation, including by way of illustration and not limitation, any
7 dispute concerning any Proof of Claim and Release Form submitted and any future
8 requests by one or more of the Settling Parties that the Order and Partial Final
9 Judgment, the releases and/or the permanent injunction set forth in the Settlement
10 Stipulation be enforced.

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12 Dated: 4/8, 2022
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15 HON. Consuelo B. Marshall
16 UNITED STATES DISTRICT JUDGE
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