

1 UNITED STATES DISTRICT COURT
2 CENTRAL DISTRICT OF CALIFORNIA

3 JEFFREY N. SCHNEIDER,
4 Individually and On Behalf of All Others
5 Similarly Situated,

Case No. 2:21-cv-03120-JVS-KES

Honorable James V. Selna

6 Plaintiff,

7 v.

8 CHAMPIGNON BRANDS INC.,
9 GARETH BIRDSALL, and
10 MATTHEW FISH,

11 Defendants.

12 **ORDER PRELIMINARILY APPROVING**
13 **SETTLEMENT AND PROVIDING FOR NOTICE**

14 WHEREAS, a consolidated class action is pending in this Court entitled
15 *Schneider v. Champignon Brands, Inc., et al.*, Case No. 2:21-cv-03120 (the “Action”);

16 WHEREAS, (a) Lead Plaintiff Michael G. Quinn, on behalf of himself and the
17 Settlement Class (defined below), and (b) defendant Champignon Brands Inc. n/k/a
18 Braxia Scientific Corp., (“Braxia”), and defendants Gareth Birdsall, Roger McIntyre,
19 Stephen Brohman, and Matthew Fish (collectively, the “Individual Defendants”; and,
20 together with Braxia, the “Defendants”; and together with Lead Plaintiff, the
21 “Parties”) have determined to settle all claims asserted against Defendants in this
22 Action with prejudice on the terms and conditions set forth in the Stipulation and
23 Agreement of Settlement dated April 6, 2022 (the “Stipulation”) subject to approval
24 of this Court (the “Settlement”);

25 WHEREAS, Lead Plaintiff has made an application, pursuant to Rule 23 of the
26 Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement
27 in accordance with the Stipulation, certifying the Settlement Class for purposes of the
28 Settlement only, and allowing notice to Settlement Class Members as more fully
described herein;

1 WHEREAS, the Court has read and considered: (a) Lead Plaintiff’s motion for
2 preliminary approval of the Settlement, and the papers filed and arguments made in
3 connection therewith; and (b) the Stipulation and the exhibits attached thereto; and

4 WHEREAS, unless otherwise defined herein, all capitalized words contained
5 herein shall have the same meanings as they have in the Stipulation;

6 NOW THEREFORE, IT IS HEREBY ORDERED:

7 1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a)
8 and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for
9 purposes of effectuating the proposed Settlement, a Settlement Class consisting of all
10 persons and entities that purchased or acquired Braxia shares on the OTC Market
11 between March 27, 2020 and February 17, 2021, inclusive (the “Settlement Class
12 Period”) and were injured thereby. Excluded from the Settlement Class are (a)
13 persons who suffered no compensable losses; and (b) (i) Defendants; (ii) the legal
14 representatives, heirs, successors, assigns, and members of the immediate families of
15 the Individual Defendants; (iii) the parents, subsidiaries, assigns, successors,
16 predecessors and affiliates of Braxia; (iv) any person who served as an Officer and/or
17 director of Braxia during the Settlement Class Period; (v) any entity in which any of
18 the foregoing (i)-(iv) excluded persons have or had a majority ownership interest
19 during the Settlement Class Period; (c) any trust of which any Individual Defendant
20 is the grantor or settlor or which is for the benefit of any Individual Defendant and/or
21 member(s) of his or her immediate family; and (d) Defendants’ liability insurance
22 carriers. Also excluded from the Settlement Class are any persons or entities who or
23 which exclude themselves by submitting a request for exclusion that is accepted by
24 the Court.

25 2. **Class Findings** – Solely for purposes of the proposed Settlement of this
26 Action, the Court finds that each element required for certification of the Settlement
27 Class pursuant to Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the
28 members of the Settlement Class are so numerous that their joinder in the Action

1 would be impracticable; (b) there are questions of law and fact common to the
2 Settlement Class which predominate over any individual questions; (c) the claims of
3 Lead Plaintiff in the Action are typical of the claims of the Settlement Class; (d) Lead
4 Plaintiff and Lead Counsel have and will fairly and adequately represent and protect
5 the interests of the Settlement Class; and (e) a class action is superior to other available
6 methods for the fair and efficient adjudication of the Action.

7 3. The Court hereby finds and concludes that pursuant to Rule 23 of the
8 Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead
9 Plaintiff Michael G. Quinn is an adequate class representative and certifies him as
10 Class Representative for the Settlement Class. The Court also appoints Lead Counsel
11 as Class Counsel for the Settlement Class, pursuant to Rule 23(g) of the Federal Rules
12 of Civil Procedure.

13 4. **Preliminary Approval of the Settlement** – The Court hereby
14 preliminarily approves the Settlement, as embodied in the Stipulation, as being fair,
15 reasonable and adequate to the Settlement Class, subject to further consideration at
16 the Settlement Hearing to be conducted as described below.

17 5. **Settlement Hearing** – The Court will hold a settlement hearing (the
18 “Settlement Hearing”) on **February 27, 2023 at 1:30 p.m.** in Courtroom 10C of the
19 United States Courthouse, 411 West 4th Street, Room 1053, Santa Ana, CA 92701,
20 for the following purposes: (a) to determine whether the proposed Settlement on the
21 terms and conditions provided for in the Stipulation is fair, reasonable and adequate
22 to the Settlement Class, and should be approved by the Court; (b) to determine
23 whether a Judgment substantially in the form attached as Exhibit B to the Stipulation
24 should be entered dismissing the Action with prejudice against Defendants; (c) to
25 determine whether the proposed Plan of Allocation for the proceeds of the Settlement
26 is fair and reasonable and should be approved; (d) to determine whether the motion
27 by Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation
28 Expenses should be approved; and (e) to consider any other matters that may properly

1 be brought before the Court in connection with the Settlement. Notice of the
2 Settlement and the Settlement Hearing shall be given to Settlement Class Members
3 as set forth in paragraph 7 of this Order.

4 6. The Court may adjourn the Settlement Hearing without further notice to
5 the Settlement Class, and may approve the proposed Settlement with such
6 modifications as the Parties may agree to, if appropriate, without further notice to the
7 Settlement Class.

8 7. **Retention of Claims Administrator and Manner of Giving Notice** –
9 Lead Counsel is hereby authorized to retain Strategic Claims Services (the “Claims
10 Administrator”) to supervise and administer the notice procedure in connection with
11 the proposed Settlement as well as the processing of Claims as more fully set forth
12 below. Notice of the Settlement and the Settlement Hearing shall be given by Lead
13 Counsel as follows:

14 (a) within ten (10) business days of the date of entry of this Order,
15 Braxia shall provide or cause to be provided to the Claims Administrator in electronic
16 format (at no cost to the Settlement Fund, Lead Counsel or the Claims Administrator)
17 a list consisting of the names and addresses for the Braxia shares on the OTC stock
18 market during the Settlement Class Period;

19 (b) not later than twenty (20) business days after the date of entry of
20 this Order (the “Notice Date”), the Claims Administrator shall either (a) email links
21 to the webpage hosting the Notice and Claim Form to Settlement Class Members for
22 whom the Claims Administrator is able to obtain email addresses, substantially in the
23 forms attached hereto as Exhibits 1 & 2; or (b) cause a copy of the Postcard Notice,
24 substantially in the form attached hereto as Exhibit 4, if no electronic mail address
25 can be obtained, to be mailed by first-class mail to potential Settlement Class
26 Members at the addresses set forth in the records provided by Braxia or in the records
27 which Braxia caused to be provided, or who otherwise may be identified through
28 further reasonable effort;

1 (c) contemporaneously with the emailing of the Notice and Claim
2 Form or mailing of the Postcard Notice, the Claims Administrator shall cause copies
3 of the Notice and the Claim Form to be posted on a webpage to be developed for the
4 Settlement, from which copies of the Notice and Claim Form can be downloaded at
5 www/strategicclaims.net/Braxia/;

6 (d) not later than ten (10) business days after the Notice Date, the
7 Claims Administrator shall cause the Summary Notice, substantially in the form
8 attached hereto as Exhibit 3, to be published once in *GlobeNewswire*; and

9 (e) not later than seven (7) calendar days prior to the Settlement
10 Hearing, Lead Counsel shall serve on Defendants' Counsel and file with the Court
11 proof, by affidavit or declaration, of such mailing and publication.

12 8. **Approval of Form and Content of Notice** – The Court (a) approves, as
13 to form and content, the Notice, the Claim Form, the Summary Notice, and the
14 Postcard Notice attached hereto as Exhibits 1, 2, 3, and 4, respectively, and (b) finds
15 that the emailing of the Notice and Claim Form or mailing and distribution of the
16 Postcard Notice, the posting of the Notice and Claim Form online, and the publication
17 of the Summary Notice in the manner and form set forth in paragraph 7 of this Order
18 (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is
19 reasonably calculated, under the circumstances, to apprise Settlement Class Members
20 of the pendency of the Action, of the effect of the proposed Settlement (including the
21 Releases to be provided thereunder), of Lead Counsel's motion for an award of
22 attorneys' fees and reimbursement of Litigation Expenses, of their right to object to
23 the Settlement, the Plan of Allocation and/or Lead Counsel's motion for attorneys'
24 fees and reimbursement of Litigation Expenses, of their right to exclude themselves
25 from the Settlement Class, and of their right to appear at the Settlement Hearing;
26 (iii) constitutes due, adequate and sufficient notice to all persons and entities entitled
27 to receive notice of the proposed Settlement; and (iv) satisfies the requirements of
28 Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution

1 (including the Due Process Clause), the Private Securities Litigation Reform Act of
2 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules. The
3 date and time of the Settlement Hearing shall be included in the Postcard Notice,
4 Notice, and Summary Notice before they are email or mailed, posted online, and
5 published, respectively.

6 9. **Nominee Procedures** – Brokers and other nominees who purchased or
7 acquired Braxia shares on the OTC stock market during the Settlement Class Period
8 for the benefit of another person or entity shall within seven (7) calendar days of
9 receipt of the notice, either: (a) request from the Claims Administrator sufficient
10 copies of the Postcard Notice to forward to all such beneficial owners and within
11 seven (7) calendar days of receipt of those Postcard Notices forward them to all such
12 beneficial owners; (b) request links to the webpage hosting the Notice and Claim
13 Form and email that link to each beneficial owner for whom they are nominee or
14 custodian within seven (7) calendar days of receipt thereof; or (c) send a list of the
15 names and addresses of all such beneficial owners to the Claims Administrator in
16 which event the Claims Administrator shall promptly mail the Postcard Notice to such
17 beneficial owners. Upon full compliance with these directions, such nominees may
18 seek reimbursement of their reasonable expenses actually incurred by providing the
19 Claims Administrator with proper documentation supporting the expenses for which
20 reimbursement is sought, up to a maximum of \$0.03 per name and address provided
21 to the Claims Administrator; mailing of Postcard Notice up to \$0.03 per unit, plus
22 postage at the rate used by the Claims Administrator; or emailing of notice up to \$0.03
23 per email. Such properly documented expenses incurred by nominees in compliance
24 with the terms of this Order shall be paid from the Settlement Fund, with any disputes
25 as to the reasonableness or documentation of expenses incurred subject to review by
26 the Court.

27 10. **Participation in the Settlement** – Settlement Class Members who wish
28 to participate in the Settlement and to be eligible to receive a distribution from the Net

1 Settlement Fund must complete and submit a Claim Form in accordance with the
2 instructions contained therein. Unless the Court orders otherwise, all Claim Forms
3 must be submitting online or postmarked no later than one hundred twenty (120)
4 calendar days after the Notice Date. Notwithstanding the foregoing, Lead Counsel
5 may, at its discretion, accept for processing late Claims provided such acceptance
6 does not delay the distribution of the Net Settlement Fund to the Settlement Class. By
7 submitting a Claim, a person or entity shall be deemed to have submitted to the
8 jurisdiction of the Court with respect to his, her or its Claim and the subject matter of
9 the Settlement.

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

24 12. Any Settlement Class Member that does not timely and validly submit a
25 Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be
26 deemed to have waived his, her or its right to share in the Net Settlement Fund;
27 (b) shall be forever barred from participating in any distributions therefrom; (c) shall
28 be bound by the provisions of the Stipulation and the Settlement and all proceedings,

1 determinations, orders and judgments in the Action relating thereto, including,
2 without limitation, the Judgment or Alternate Judgment, if applicable, and the
3 Releases provided for therein, whether favorable or unfavorable to the Settlement
4 Class; and (d) will be barred from commencing, maintaining or prosecuting any of
5 the Released Plaintiff's Claims against each and all of the Defendants' Releasees, as
6 more fully described in the Stipulation and Notice. Notwithstanding the foregoing,
7 late Claim Forms may be accepted for processing as set forth in paragraph 10 above.

8 13. **Exclusion From the Settlement Class** – Any member of the Settlement
9 Class who wishes to exclude himself, herself or itself from the Settlement Class must
10 request exclusion in writing within the time and in the manner set forth in the Notice,
11 which shall provide that: (a) any such request for exclusion from the Settlement Class
12 must be mailed or delivered such that it is received no later than twenty-one (21)
13 calendar days prior to the Settlement Hearing, to: *Schneider v. Champignon Brands*
14 *Inc.*, EXCLUSIONS, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson
15 St., Suite 205, Media, PA 19063, and (b) each request for exclusion must (i) state the
16 name, address, and telephone number of the person or entity requesting exclusion,
17 and in the case of entities, the name and telephone number of the appropriate contact
18 person; (ii) state that such person or entity “requests exclusion from the Settlement
19 Class in *Schneider v. Champignon Brands Inc.*, Case No. 2:21-cv-03120”; (iii) state
20 the number of Braxia shares that the person or entity requesting exclusion
21 purchased/acquired and/or sold on the OTC stock market during the Settlement Class
22 Period, as well as the dates and prices of each such purchase/acquisition and sale; and
23 (iv) be signed by the person or entity requesting exclusion or an authorized
24 representative. A request for exclusion shall not be effective unless it provides all the
25 required information and is received within the time stated above, or is otherwise
26 accepted by the Court.

27 14. Any person or entity who or which timely and validly requests exclusion
28 in compliance with the terms stated in this Order and is excluded from the Settlement

1 Class shall not be a Settlement Class Member, shall not be bound by the terms of the
2 Settlement or any orders or judgments in the Action and shall not receive any payment
3 out of the Net Settlement Fund.

4 15. Any Settlement Class Member who or which does not timely and validly
5 request exclusion from the Settlement Class in the manner stated in this Order:
6 (a) shall be deemed to have waived his, her or its right to be excluded from the
7 Settlement Class; (b) shall be forever barred from requesting exclusion from the
8 Settlement Class in this or any other proceeding; (c) shall be bound by the provisions
9 of the Stipulation and Settlement and all proceedings, determinations, orders and
10 judgments in the Action, including, but not limited to, the Judgment or Alternate
11 Judgment, if applicable, and the Releases provided for therein, whether favorable or
12 unfavorable to the Settlement Class; and (d) will be barred from commencing,
13 maintaining or prosecuting any of the Released Plaintiff's Claims against any of the
14 Defendants' Releasees, as more fully described in the Stipulation and Notice.

15 16. **Appearance and Objections at Settlement Hearing** – Any Settlement
16 Class Member who does not request exclusion from the Settlement Class may enter
17 an appearance in the Action, at his, her or its own expense, individually or through
18 counsel of his, her or its own choice, by filing with the Clerk of Court and delivering
19 a notice of appearance to both Lead Counsel and Defendants' Counsel, at the
20 addresses set forth in paragraph 17 below, such that it is received no later than twenty-
21 one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise
22 direct. Any Settlement Class Member who does not enter an appearance will be
23 represented by Lead Counsel.

24 17. Any Settlement Class Member who does not request exclusion from the
25 Settlement Class may file a written objection to the proposed Settlement, the proposed
26 Plan of Allocation, and/or Lead Counsel's motion for an award of attorneys' fees and
27 reimbursement of Litigation Expenses and appear and show cause, if he, she or it has
28 any cause, why the proposed Settlement, the proposed Plan of Allocation and/or Lead

1 Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses
2 should not be approved; *provided, however*, that no Settlement Class Member shall
3 be heard or entitled to contest the approval of the terms and conditions of the proposed
4 Settlement, the proposed Plan of Allocation and/or the motion for attorneys’ fees and
5 reimbursement of Litigation Expenses unless that person or entity has filed a written
6 objection with the Court and served copies of such objection on Lead Counsel and
7 Defendants’ Counsel at the addresses set forth below such that they are received no
8 later than twenty-one (21) calendar days prior to the Settlement Hearing.

9 **Lead Counsel**

Defendants’ Counsel

10 Glancy Prongay & Murray LLP
11 Casey Sadler, Esq.
12 1925 Century Park East, Suite 2100
13 Los Angeles, CA 90067

Katten Muchin & Rosenman LLP
Jonathan Rotenberg, Esq.
50 Rockefeller Plaza
New York, NY 10020

14 18. Any objections, filings and other submissions by the objecting
15 Settlement Class Member: (a) must state the name, address, and telephone number of
16 the person or entity objecting and must be signed by the objector; (b) must contain a
17 statement of the Settlement Class Member’s objection or objections, and the specific
18 reasons for each objection, including any legal and evidentiary support the Settlement
19 Class Member wishes to bring to the Court’s attention; and (c) must include
20 documents sufficient to prove membership in the Settlement Class, including the
21 number of Braxia shares that the objecting Settlement Class Member
22 purchased/acquired and/or sold on the OTC stock market during the Settlement Class
23 Period, as well as the dates and prices of each such purchase/acquisition and sale.
24 Objectors who enter an appearance and desire to present evidence at the Settlement
25 Hearing in support of their objection must include in their written objection or notice
26 of appearance the identity of any witnesses they may call to testify and any exhibits
27 they intend to introduce into evidence at the hearing.
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1 19. Any Settlement Class Member who or which does not make his, her or
2 its objection in the manner provided herein shall be deemed to have waived his, her
3 or its right to object to any aspect of the proposed Settlement, the proposed Plan of
4 Allocation, and Lead Counsel’s motion for an award of attorneys’ fees and
5 reimbursement of Litigation Expenses and shall be forever barred and foreclosed from
6 objecting to the fairness, reasonableness or adequacy of the Settlement, the Plan of
7 Allocation or the requested attorneys’ fees and Litigation Expenses, or from otherwise
8 being heard concerning the Settlement, the Plan of Allocation or the requested
9 attorneys’ fees and Litigation Expenses in this or any other proceeding.

10 20. **Stay and Temporary Injunction** – Until otherwise ordered by the
11 Court, the Court stays all proceedings in the Action other than proceedings necessary
12 to carry out or enforce the terms and conditions of the Stipulation. Pending final
13 determination of whether the Settlement should be approved, the Court bars and
14 enjoins Lead Plaintiff, and all other members of the Settlement Class, from
15 commencing or prosecuting any and all of the Released Plaintiff’s Claims against
16 each and all of the Defendants’ Releasees.

17 21. **Settlement Administration Fees and Expenses** – All reasonable costs
18 incurred in identifying Settlement Class Members and notifying them of the
19 Settlement as well as in administering the Settlement shall be paid as set forth in the
20 Stipulation without further order of the Court.

21 22. **Settlement Fund** – The contents of the Settlement Fund held by The
22 Huntington National Bank (which the Court approves as the Escrow Agent), shall be
23 deemed and considered to be *in custodia legis* of the Court, and shall remain subject
24 to the jurisdiction of the Court, until such time as they shall be distributed pursuant to
25 the Stipulation and/or further order(s) of the Court.

26 23. **Taxes** – Lead Counsel is authorized and directed to prepare any tax
27 returns and any other tax reporting form for or in respect to the Settlement Fund, to
28 pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund,

1 and to otherwise perform all obligations with respect to Taxes and any reporting or
2 filings in respect thereof without further order of the Court in a manner consistent
3 with the provisions of the Stipulation.

4 24. **Termination of Settlement** – If the Settlement is terminated as provided
5 in the Stipulation, the Settlement is not approved, or the Effective Date of the
6 Settlement otherwise fails to occur, this Order shall be vacated, rendered null and void
7 and be of no further force and effect, except as otherwise provided by the Stipulation,
8 and this Order shall be without prejudice to the rights of Lead Plaintiff, the other
9 Settlement Class Members and Defendants, and the Parties shall revert to their
10 respective positions in the Action as of February 25, 2022, as provided in the
11 Stipulation.

12 25. **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation
13 (whether or not consummated), including the exhibits thereto and the Plan of
14 Allocation contained therein (or any other plan of allocation that may be approved by
15 the Court), the negotiations leading to the execution of the Term Sheet and the
16 Stipulation, nor any proceedings taken pursuant to or in connection with the Term
17 Sheet, the Stipulation and/or approval of the Settlement (including any arguments
18 proffered in connection therewith): (a) shall be offered against any of the Defendants’
19 Releasees as evidence of, or construed as, or deemed to be evidence of any
20 presumption, concession, or admission by any of the Defendants’ Releasees with
21 respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim
22 that was or could have been asserted or the deficiency of any defense that has been or
23 could have been asserted in this Action or in any other litigation, or of any liability,
24 negligence, fault, or other wrongdoing of any kind of any of the Defendants’
25 Releasees or in any way referred to for any other reason as against any of the
26 Defendants’ Releasees, in any civil, criminal or administrative action or proceeding,
27 other than such proceedings as may be necessary to effectuate the provisions of the
28 Stipulation; (b) shall be offered against any of the Plaintiff’s Releasees, as evidence

1 of, or construed as, or deemed to be evidence of any presumption, concession or
2 admission by any of the Plaintiff's Releasees that any of their claims are without
3 merit, that any of the Defendants' Releasees had meritorious defenses, or that
4 damages recoverable under the Complaint would not have exceeded the Settlement
5 Amount or with respect to any liability, negligence, fault or wrongdoing of any kind,
6 or in any way referred to for any other reason as against any of the Plaintiff's
7 Releasees, in any civil, criminal or administrative action or proceeding, other than
8 such proceedings as may be necessary to effectuate the provisions of the Stipulation;
9 or (c) shall be construed against any of the Releasees as an admission, concession, or
10 presumption that the consideration to be given under the Settlement represents the
11 amount which could be or would have been recovered after trial; *provided, however,*
12 that if the Stipulation is approved by the Court, the Parties and the Releasees and their
13 respective counsel may refer to it to effectuate the protections from liability granted
14 thereunder or otherwise to enforce the terms of the Settlement.

15 26. **Supporting Papers** – Lead Counsel shall file and serve the opening
16 papers in support of the proposed Settlement, the Plan of Allocation, and Lead
17 Counsel's motion for an award of attorneys' fees and reimbursement of Litigation
18 Expenses no later than thirty-five (35) calendar days prior to the Settlement Hearing;
19 and reply papers, if any, shall be filed and served no later than seven (7) calendar days
20 prior to the Settlement Hearing.

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1 27. The Court retains jurisdiction to consider all further applications arising
2 out of or connected with the proposed Settlement.

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4 SO ORDERED this 4th day of November, 2022.


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The Honorable James V. Selna
United States District Judge

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