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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

YAN WANG, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DADA NEXUS LIMITED, JEFF
HUIJIAN HE, BECK ZHAOMING
CHEN, LAURA MARIE BUTLER,
BAOHONG SUN, JIAN HAN, AND
JD.COM, INC.

Defendants.

Case No. 2:24-cv-00239-SVW-BFM

Hon. Stephen V. Wilson

CLASS ACTION

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

1 WHEREAS, Lead Plaintiff Senthil Subramanian and named plaintiff Yan
2 Wang (“Plaintiffs”), individually and on behalf of the Settlement Class, and
3 Defendants Dada Nexus Limited (“Dada”) and JD.com, Inc. (“JD”) (together, the
4 “Companies,” and with Plaintiffs, the “Settling Parties”), have entered into the
5 Stipulation of Settlement, dated October 14, 2024 (“Stipulation”), which is subject
6 to 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 of the class action pending before the Court entitled *Wang v.*
9 *Dada Nexus Limited, et al.*, Case No. 2:24-cv-00239-SVW-BFM (C.D. Cal.)
10 (“Action”); and the Court having read and considered the Stipulation and the
11 exhibits thereto and submissions made relating thereto, and finding that substantial
12 and sufficient grounds exist for entering this Order; and the Settling Parties having
13 consented to the entry of this Order;

14 NOW, THEREFORE, IT IS HEREBY ORDERED, this 27th day of
15 November, 2024, 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 and entities who
21 purchased publicly traded Dada American Depositary Shares (“ADSs”) between
22 March 9, 2023 and April 22, 2024, both dates inclusive, and who were damaged
23 thereby. Excluded from the Settlement Class are: (a) Persons who suffered no
24 compensable losses; (b) Defendants; the present and former officers, directors, and
25 affiliates of Dada and JD at all relevant times; immediate family members, legal
26 representatives, heirs, successors or assigns of any excluded person or entity; and
27 any entity affiliated with any excluded person or in which any excluded person or
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1 entity has a controlling interest; and (c) Persons who file valid and timely requests
2 for exclusion from the Settlement Class in accordance with this Order.

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

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

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

24 6. The Court hereby preliminarily approves the Settlement, subject to
25 further consideration at a hearing (“Settlement Hearing”) pursuant to Federal Rule
26 of Civil Procedure 23(e), which is hereby scheduled to be held before the Court on
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1 March 17 2025 at 1:30 p.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 Representatives;

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

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 Claim Form, (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 Plaintiffs, has the authority to enter into
16 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 the Companies or the Court, disburse at the direction
25 of Class Counsel up to \$150,000 from the Settlement Fund prior to the Effective
26 Date to pay reasonable Administrative Costs. After the Effective Date, up to an
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1 additional \$100,000 may be transferred from the Settlement Fund to pay for any
2 reasonable and necessary Administrative Costs without further order of the Court.

3 13. Within ten business (10) days after the date of this Order, Dada shall
4 provide and/or cause its transfer agent to provide to Class Counsel or the Claims
5 Administrator Dada's transfer records information reasonably available to Dada
6 concerning the identity of Settlement Class Members, including any names,
7 addresses, and email addresses (to the extent email addresses are available) of
8 Settlement Class Members and nominees or custodians that exist in such transfer
9 records ("Settlement Class Information") in a usable electronic format, such as an
10 Excel spreadsheet, or other form as is reasonably available to Dada. This
11 information will be kept confidential and not used for any purpose other than to
12 provide the notice contemplated by this Order.

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

22 15. Class Counsel, through the Claims Administrator, shall make all
23 reasonable efforts to give notice to nominees or custodians who held publicly traded
24 Dada ADS during the Settlement Class Period as record owners but not as beneficial
25 owners. Such nominees or custodians shall, within ten (10) days of receipt of the
26 notice, either: (i) request from the Claims Administrator copies of the Postcard
27 Notice sufficient to send the Postcard Notice to all beneficial owners for whom they
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1 are nominee or custodian, and within ten (10) days after receipt thereof send copies
2 to such beneficial owners; (ii) request from the Claims Administrator links to the
3 location of the Long Notice and Claim Form and email the links to each beneficial
4 owner for whom they are nominee or custodian within ten (10) days after receipt
5 thereof; or (iii) provide the Claims Administrator with lists of the names, last known
6 addresses and email addresses (to the extent known) of such beneficial owners, in
7 which event the Claims Administrator shall promptly deliver the link to the location
8 of the Long Notice and Claim Form, where it receives a valid email address, or
9 otherwise deliver the Postcard Notice to such beneficial owners. = Nominees or
10 custodians who elect to send the Postcard Notice or email the link to the Long
11 Notice and Claim Form to their beneficial owners shall send a written certification
12 to the Claims Administrator confirming that the mailing or emailing has been made
13 as directed. Copies of the Postcard Notice shall be made available to any nominee
14 or custodian requesting same for the purpose of distribution to beneficial owners.
15 The Claims Administrator shall, if requested, reimburse nominees or custodians out
16 of the Settlement Fund solely for their reasonable out-of-pocket expenses incurred
17 in providing notice to beneficial owners, which expenses would not have been
18 incurred except for the providing names and addresses, of up to \$0.02 per name,
19 address, and email address provided to the Claims Administrator; up to \$0.02 per
20 Postcard Notice actually mailed, plus postage at the pre-sort rate used by the Claims
21 Administrator; or up to \$0.02 per email notice sent, and subject to further order of
22 this Court with respect to any dispute concerning such reimbursement.

23 16. Class Counsel shall, at least seven (7) days before the Settlement
24 Hearing, serve upon counsel for the Companies and file with the Court proof of the
25 mailing of the Postcard Notice and emailing of links to the Long Notice and Claim
26 Form as required by this Order.

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1 17. Within sixteen (16) days of the entry of this Order, Class Counsel,
2 through the Claims Administrator, shall cause the Stipulation and its exhibits, this
3 Order, and a copy of the Long Notice and Claim Form to be posted on the Claims
4 Administrator's website.

5 18. Class Counsel, through the Claims Administrator, shall cause the
6 Summary Notice to be published electronically once on the *GlobeNewswire* and in
7 print once in the *Investor's Business Daily* within ten (10) days after the Postcard
8 Notice mailing or emailing of links to the location of the Long Notice and Claim
9 Form. Class Counsel shall, at least seven (7) days before the Settlement Hearing,
10 serve upon counsel for the Companies and file with the Court proof of publication
11 of the Summary Notice.

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

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

25 (a) A properly completed and executed Claim Form must be
26 submitted to the Claims Administrator: (a) electronically through the Claims
27 Administrator's website, www.strategicclaims.net/Dada, by 11:59 p.m. EST
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1 on February 15, 2025; or (b) at the Post Office Box indicated in the
2 Notice, postmarked no later than February 15, 2025 (30 days prior to
3 the Settlement Hearing). Such deadline may be further extended by Order of
4 the Court. Each Claim Form shall be deemed to have been submitted when:
5 (a) the claim receives a confirmation notice from the Claims Administrator
6 for electronic submissions; or (b) legibly postmarked (if properly addressed
7 and mailed by first class mail) provided such Claim Form is actually received
8 before the filing of a motion for an Order of the Court approving distribution
9 of the Net Settlement Fund. Any Claim Form submitted in any other manner
10 shall be deemed to have been submitted when it was actually received by the
11 Claims Administrator at the address designated in the Notice.

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

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

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

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

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1 22. Settlement Class Members shall be bound by all determinations and
2 judgments in the Action whether favorable or unfavorable, unless such Persons
3 request exclusion from the Settlement Class in a timely and proper manner, as
4 hereinafter provided. A Settlement Class Member wishing to make such request for
5 exclusion from the Settlement shall mail it, in written form, by first class mail,
6 postage prepaid, or otherwise deliver it, so that it is received no later than
7 _____, 202__ (21 days prior to the Settlement Hearing) (“Exclusion
8 Deadline”), to the address listed in the Long Notice. In order to be valid, such
9 request for exclusion must (A) indicate the name, address, phone number and e-
10 mail contact information (if any) of the Person seeking exclusion, and state that the
11 sender specifically “requests to be excluded from the Settlement of Wang v. *Dada*
12 *Nexus Limited, et. al.*, Case No. 2:24-cv-00239 (C.D. Cal.)” and (B) state the date,
13 number of ADSs, and dollar amount of each purchase of Dada ADSs and, if
14 applicable, each sale during the Settlement Class Period, as well as the number of
15 Dada ADS held by the Person as of the opening and closing of the Settlement Class
16 Period. In order to be valid, such request for exclusion must be submitted with
17 documentary proof: (i) of each purchase and, if applicable, sale transaction of Dada
18 ADSs during the Settlement Class Period; and (ii) demonstrating the Person’s status
19 as a beneficial owner of the Dada ADSs. Any such request for exclusion must be
20 signed and submitted by the beneficial owner under penalty of perjury. The request
21 for exclusion shall not be effective unless it provides the required information, is
22 legible, and is made within the time stated above, or the exclusion is otherwise
23 accepted by the Court. Class Counsel may contact any Person filing a request for
24 exclusion, or their attorney if one is designated, to discuss the request for exclusion.

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

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

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

12 26. The Court will consider comments and/or objections to the Settlement,
13 the Plan of Allocation, or the Fee and Expense Application, provided, however, that
14 no Settlement Class Member or other Person shall be heard or entitled to contest
15 the approval of the terms and conditions of the proposed Settlement, the Plan of
16 Allocation, or the Fee and Expense Application, or any other order relating thereto,
17 unless, at least twenty-one (21) days prior to the Settlement Hearing, that Person
18 has: (a) filed said objections, papers, and briefs, and proof of service upon counsel
19 identified below with the Clerk of the Court, U.S. District Court, Central District of
20 California, First Street Federal Courthouse, 350 W. First Street, Suite 4311, Los
21 Angeles, California 90012; and (b) served copies of any objections, papers and
22 briefs on each of the following counsel:

23 CLASS COUNSEL:
24 THE ROSEN LAW FIRM, P.A.
25 Laurence M. Rosen
26 355 South Grand Avenue
27 Suite 2450
28 Los Angeles, CA 90071

COUNSEL FOR DADA AND JD:
SKADDEN, ARPS, MEAGHER &
FLOM LLP
Peter B. Morrison
300 South Grand Avenue, Suite 3400
Los Angeles, CA 90071

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 Dada ADSs 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 their counsel; (4) the
6 name, address and telephone number of all counsel who represent the Settlement
7 Class Member, including former or current counsel who may be entitled to
8 compensation in connection with the objection; and (5) the number of times the
9 Settlement Class Member and/or their counsel has filed an objection to a class
10 action settlement in the last five years, the nature of each such objection in each
11 case, the jurisdiction in each case, and the name of the issuer of the security or seller
12 of the product or service at issue in each case. Attendance at the Settlement Hearing
13 is not necessary, but Persons wishing to be heard orally in opposition to the approval
14 of the Stipulation, the Plan of Allocation, and/or the Fee and Expense Application
15 are required to indicate in their written objection (or in a separate writing that is
16 submitted in accordance with the deadline and instructions pertinent to the
17 submission of a written objection) that they intend to appear at the Settlement
18 Hearing and identify any witnesses they may call to testify or exhibits they intend
19 to introduce into evidence at the Settlement Hearing. Settlement Class Members do
20 not need to appear at the Settlement Hearing or take any other action to indicate
21 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. All papers in support of the Settlement, the Plan of Allocation, and/or
5 the Fee and Expense Application shall be filed and served no later than 28 days
6 before the Settlement Hearing.

7 30. Any submissions filed in response to any objections or in further
8 support of the Settlement, the Plan of Allocation, and/or the Fee and Expense
9 Application shall be filed no later than 14 days prior to the Settlement Hearing.

10 31. Dada and JD, their counsel, and other Released Parties shall have no
11 responsibility for, or liability with respect to, the Plan of Allocation or any
12 application for attorneys' fees and interest, or expenses, or award to the Class
13 Representatives submitted by Class Counsel, and such matters will be considered
14 separately from the fairness, reasonableness, and adequacy of the Settlement.

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

22 33. The Settlement Fund held by the Escrow Agent shall be deemed and
23 considered to be in the custody of the Court, and shall remain subject to the
24 jurisdiction of the Court, until such time as such fund shall be distributed or returned
25 pursuant to the Stipulation and Plan of Allocation and/or further order(s) of the
26 Court.

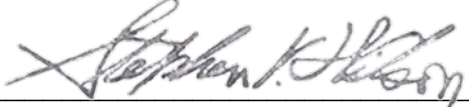
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1 March 34. Neither the Stipulation, nor any of its terms or provisions, nor any of
2 the negotiations or proceedings connected with it, shall be construed as an
3 admission or concession by Dada or JD, their counsel, or any of the other Released
4 Parties of the truth of any of the allegations in the Action, or of any liability, fault,
5 or wrongdoing of any kind and shall not be construed as, or deemed to be evidence
6 of, or an admission or concession that Class Representatives or any Settlement Class
7 Members directly have suffered any damages, harm, or loss. Further, neither the
8 Stipulation, nor any of its terms or provisions, nor any of the negotiations or
9 proceedings connected with it, nor this Order shall be construed as an admission or
10 concession by Class Representatives of the validity of any factual or legal defense
11 or of the infirmity of any of the claims or facts alleged in the Action.

12 35. In the event the Settlement is not consummated in accordance with the
13 terms of the Stipulation, then the Stipulation and this Order (including any
14 amendment(s) thereof, and except as expressly provided in the Stipulation or by
15 order of the Court) shall be null and void, of no further force or effect, and without
16 prejudice to any Party, and may not be introduced as evidence or used in any action
17 or proceeding by any Person against the Settling Parties or the Released Parties, and
18 each Settling Party shall be restored to his, her, or its respective litigation positions
19 as they existed prior to August 30, 2024, pursuant to the terms of the Stipulation.

20 36. The Court retains exclusive jurisdiction over the Action to consider all
21 further matters arising out of, or relating to, the Stipulation, including by way of
22 illustration and not limitation, any dispute concerning any Claim Form submitted
23 and any future requests by one or more of the Parties that the Judgment, the releases
24 and/or the permanent injunction set forth in the Stipulation be enforced.

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26 Dated: November 27, 2024


HON. STEPHEN V. WILSON
UNITED STATES DISTRICT JUDGE

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