

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

UDANI FAMILY LIVING TRUST, DATED
9/18/2015,

Plaintiff,

v.

GOLDEN HEAVEN GROUP HOLDINGS
LTD., QIONG JIN, JINGUANG GONG,
BIN CHEN, DAOFU LIN, REVERE
SECURITIES LLC, R.F. LAFFERTY &
CO., COGENCY GLOBAL INC.,
COLLEEN A. DE VRIES, QINGYU
INVESTMENT LTD., XUEZHENG CHEN,
and JINZHENG INVESTMENT CO PTE.
LTD,

Defendants.

Index No. 161978/2023

CLASS ACTION

The Honorable Andrew Borrok

PART 53

EXHIBIT 2

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE**

WHEREAS, (a) plaintiff and proposed class representative Udani Family Living Trust, Dated 9/18/2015 (the “State Plaintiff”) in the action captioned *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.) (the “State Action”), pending before the Supreme Court of the State of New York, County of New York, Commercial Division (the “State Court” or “Court”), on behalf of themselves and the Settlement Class (as defined below); (b) lead plaintiff and proposed class representative Rahul Patange (the “Federal Plaintiff” and, together with the State Plaintiff, the “Plaintiffs”) in a related action captioned *In re Golden Heaven Group Holdings Ltd. Securities Litigation*, No. 2:23-cv-10619 (C.D. Cal.), pending in the United States District Court for the Central District of California (the “Federal Action” and, together with the State Action, the “Actions”); (c) Defendant Golden Heaven Group Holdings Ltd. (“Golden Heaven”); (d) Defendants Revere Securities LLC and R.F. Lafferty & Co., Inc. (the “Underwriter Defendants”); (e) Defendants Colleen A. De Vries and Cogency Global Inc. (the “Cogency Defendants”); and (f) BF Borgers CPA PC, a defendant in the Federal Action (“Borgers,” and, together with Golden Heaven, Underwriter Defendants and Cogency Defendants, the “Settling Defendants”) have entered into the Stipulation of Settlement, dated April 28, 2026 (the “Stipulation”)¹, which is subject to review under Article 9 of the New York Civil Practice Law and Rules (“CPLR”) and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed Settlement and dismissal of the above-captioned State Action and the Federal Action against the Defendants;² and the Court having read and considered the Stipulation, the exhibits thereto, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order; and the Settling Parties having consented to the entry of this Order;

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

² Defendants are Settling Defendants and Defendants Qiong Jin, Jinguang Gong, Bin Chen, Daofu Lin, Xuezheng Chen, Qingyu Investment Ltd., and Jinzheng Investment Co Pte. Ltd.

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Pursuant to §§901 and 902 of the CPLR and for the purposes of the Settlement only, the State Action is hereby preliminarily certified as a class action on behalf of a Settlement Class consisting of all Persons that: (i) purchased Golden Heaven Stock pursuant and/or traceable to the Registration Statement issued in connection with Golden Heaven’s IPO conducted on or about April 12, 2023; or (ii) purchased or otherwise acquired Golden Heaven Stock between April 13, 2023 through December 8, 2023, inclusive. Excluded from the Settlement Class are: (i) Defendants; (ii) the officers, directors, control person, predecessors, and affiliates of Defendants at all relevant times; (iii) any entity in which Defendants have or had a controlling interest; (iv) immediate family members of any excluded Person; (v) the legal representatives, heirs, successors, assigns or assignees of any excluded Person or entity; (vi) Defendants’ employee retirement and/or benefit plan(s) and their participants and/or beneficiaries to the extent they purchased or acquired Golden Heaven Stock through any such plan(s); (vii) any Person who purchased Golden Heaven Stock in private transactions and/or on private exchanges; (viii) any Person who submits a request for exclusion from the Settlement that is accepted by the Court; and (ix) any Person who suffered no compensable losses as determined by the Plan of Allocation. Settling Defendants stipulate, agree, and consent to the definitions of “Settlement Class” and “Settlement Class Member” for the sole purpose of the Settlement, and without prejudice to their right to contest class certification if the Settlement is not approved by the Court, is terminated or cancelled, or fails to become effective for any reason.

2. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for class certification under CPLR §901 have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual members; (c) the claims of the

Plaintiffs are typical of the claims of the Settlement Class they seek to represent; (d) the Plaintiffs and their chosen counsel will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Actions.

3. In so finding, the Court has considered each of the following additional factors under CPLR §902 and finds that they also support class certification, namely:

(a) the (lack of) interest of members of the Settlement Class in individually controlling the prosecution of separate actions;

(b) the impracticability and inefficiency of prosecuting or defending separate actions;

(c) the extent and nature of any litigation concerning the controversy already commenced by or against members of the Settlement Class, including the benefits to the Settlement Class and the broader interests of judicial efficiency in resolving both the State Action and the Federal Action through a global settlement in accordance with the terms of the Stipulation;

(d) the desirability or undesirability of concentrating the litigation of the claims in the particular forum, including the benefits to the Settlement Class and the broader interests of judicial efficiency in resolving both the State Action and the Federal Action through a global settlement in accordance with the terms of the Stipulation; and

(e) the (lack of) difficulties likely to be encountered in the management of a class action, given, *inter alia*, that the proposed Settlement Class is being settled in the context of a settlement (such that, if the Settlement is approved, there will be no class action litigation for the Court to manage).

4. Pursuant to Article 9 of the CPLR, preliminarily and for purposes of the Settlement only, the Plaintiffs are certified as the class representatives (“Class Representatives”) of the Settlement Class and The Rosen Law Firm, P.A. (“State Lead Counsel”) and Pomerantz LLP

(“Federal Lead Counsel”) are appointed as Class Counsel (“Class Counsel”) for the Settlement Class.

5. The Court preliminarily finds that: (a) the Stipulation resulted from good faith, arm’s-length negotiations, which included first an in-person mediation session conducted under the auspices of an independent mediator, Jed Melnick of JAMS ADR (who has extensive experience in mediating class action litigations of this type), followed by continued negotiations between the Settling Parties after the mediation; and (b) the terms of the proposed Settlement are sufficiently fair, reasonable and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a final Fairness Hearing to be held following the issuance of such notice pursuant to CPLR §909.

6. The Court therefore preliminarily approves the Settlement, subject to further consideration at the Fairness Hearing.

7. The Court hereby schedules the Fairness Hearing, to be held before the Court, on September 24, 2026, at 10:00 a.m. for the following purposes:

(a) to determine finally whether the requirements for class action treatment under Article 9 of the CPLR are satisfied;

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

(c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the State Action against the Settling Defendants on the merits and with prejudice, and whether the Released Plaintiffs’ Parties shall release the Released Claims and whether the Released Defendants’ Parties shall release the Released Defendants’ Claims, as set forth in the Stipulation, should be ordered;

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

(e) to consider Class Counsel's Fee and Expense Application for an award of attorneys' fees and expenses (including any compensatory awards to the representative Plaintiffs);

(f) to consider any valid objections or requests for exclusion submitted to the Court, as further provided for herein and in the accompanying proposed forms of Notice; and

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

8. The Court reserves the right to modify this Order to provide that the Fairness Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Plaintiffs' Counsel are hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, to be heard at the Fairness Hearing) on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about the Actions (the "Settlement Website").

9. The Court also reserves the right to adjourn the Fairness Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket (provided that the time or the date of the final Fairness Hearing shall not be set at a time or date earlier than the time and date set forth in ¶7 above). In such event, however, Class Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

10. Following the Fairness Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Settling Parties may agree, without further notice, and to enter its Judgment approving the Settlement and dismissing the Actions against Defendants on the merits and with prejudice, and regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

11. The Court approves the form and substance of: (a) the Long Notice; (b) the Summary Notice; (c) the Proof of Claim; and (d) the Postcard Notice, all of which are exhibits to the Stipulation and are also attached to this Order as Exhibits A1-A4.

12. The Court finds that Class Counsel have the authority to enter into the Settlement on behalf of the Settlement Class and to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

13. Strategic Claims Services is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

14. Settling Defendants shall pay the amounts (collectively, the "Settlement Amount") set forth below to settle Plaintiffs' claims against the Defendants in the Actions in accordance with the following payment schedule:

- (a) The Underwriter Defendants, Cogency Defendants, and Borgers shall pay a total of U.S. \$600,000 to settle the claims against them in the Actions, allocated as follows:
 - (i) Borgers: \$50,000
 - (ii) Underwriter Defendants: \$500,000
 - (iii) Cogency Defendants: \$50,000

These payments shall be made by wire into the Escrow Account within fifteen (15) calendar days from execution of their respective Settlement Term Sheets entered into with Plaintiffs. The Underwriter Defendants, Cogency Defendants, and Borgers have paid the full amount of their respective portions of the Settlement Amount.

- (b) Defendant Golden Heaven shall pay U.S. \$1,100,000 in cash into the Escrow Account in three installments to settle the claims against the Golden Heaven Defendants according to the following schedule:

- (i) \$366,667 due and payable on the later of (a) May 30, 2026, or (b) fourteen (14) calendar days of the entry of this Order;
- (ii) \$366,667 due and payable on the later of (a) July 31, 2026, or (b) sixty (60) calendar days after the first installment; and
- (iii) \$366,666 due and payable on the later of (a) September 30, 2026, or (b) sixty (60) calendar days after the second installment.

15. Within twenty-eight (28) calendar days of entry of this Order, the Claims Administrator shall (a) email links to the location of the Long Notice and Proof of Claim, substantially in the form annexed to the Stipulation as Exhibit A-1 and Exhibit A-2, to Settlement Class Members for whom the Claims Administrator is able to obtain email addresses; or (b) if no email address can be obtained, cause the Postcard Notice, substantially in the form annexed to the Stipulation as Exhibit A-4, to be mailed by first class mail, postage prepaid, to Settlement Class Members who can be identified with reasonable effort by Class Counsel, including nominees or custodians who purchased or otherwise acquired Golden Heaven Stock during the Settlement Class Period as record owners but not as beneficial owners. In accordance with ¶4.3 of the Stipulation, to the extent it has not already done so, Settling Defendants shall provide to the Claims Administrator the last known names and addresses of all persons who, based on the records of Settling Defendants or of the depository bank for Settling Defendants, are likely members of the Settlement Class, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. Nominees or custodians receiving the Notice are hereby directed, within ten (10) calendar days of receipt of the Notice, to either (a) request additional copies of the Postcard Notice and, within ten (10) calendar days of receipt thereof, forward such copies of the Postcard Notice to their beneficial owners; (b) request the link to the electronic Long Notice and Proof of Claim on the Settlement Website and, within ten (10) calendar days of receipt, forward the link to their beneficial owners; or (c) provide the Claims Administrator with lists of the names,

last known addresses and email addresses (to the extent known) of such beneficial owners, in which case the Claims Administrator is directed to send the link to the electronic Long Notice and Proof of Claim, where it is provided with an email address, or to otherwise mail the Postcard Notice promptly to such identified beneficial owners. Nominee purchasers who elect to send the Postcard Notice or the link to the Long Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing or emailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, which expenses would not have been incurred except for the sending of such notice or the requirement to identify their beneficial holders. Reasonable out-of-pocket expenses actually incurred, *i.e.*, a direct pass through of costs, in connection with the foregoing includes up to \$0.02 per record for providing names, addresses, and email addresses to the Claims Administrator; up to a maximum of \$0.02 per Postcard Notice mailed by nominees or custodians, plus postage at the pre-sort rate used by the Claims Administrator; or \$0.02 per Notice sent by email.

16. Class Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Settling Defendants, and file with the Court, proof of the mailing of the Postcard Notice as required by this Order.

17. Within sixteen (16) calendar days after the entry of the Order, the Claims Administrator shall cause copies of the Stipulation, this Order, Long Notice, and the Proof of Claim, substantially in the forms attached hereto as Exhibits A-1 and A-2, respectively, to be posted on the Settlement Website, from which copies of the Long Notice and Proof of Claim can be downloaded. The Claims Administrator shall also mail copies of the Long Notice and Proof of Claim upon request.

18. Class Counsel, through the Claims Administrator, shall cause the Summary Notice, substantially in the form annexed hereto as Exhibit A-3, to be published electronically once on *GlobeNewswire* and in print once in *Investor's Business Daily* within twenty (20) calendar days of entry of this Order. Class Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Settling Defendants, and file with the Court, proof of publication of the Summary Notice.

19. The forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Article 9 of the CPLR, and all other applicable laws and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

20. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Class Representatives nor Class Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided in the Stipulation.

21. To be eligible to participate in any recovery from the Net Settlement Fund, if the Settlement becomes effective, each Settlement Class Member must take the following actions and be subject to the following conditions:

(a) Each Person claiming to be an Authorized Claimant shall submit to the Claims Administrator a properly completed Proof of Claim, signed under penalty of perjury and accompanied by adequate supporting documentation for the transactions reported therein as specified in the Proof of Claim, or by such other supporting documentation as is deemed adequate by the Claims Administrator, at the Claims Administrator's Post Office Box indicated in the Notice, postmarked no later than September 3, 2026 (twenty-one (21) calendar days prior to the Settlement Fairness Hearing). If electronically through the Settlement Website, the Proof of Claim must be submitted by 11:59 p.m. EST of the deadline to submit claims.

(b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel may, in their discretion (a) accept for processing late-submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby; and (b) waive what Class Counsel deem to be *de minimis* or technical defects in any Proof of Claim submitted. No Person shall have any claim against any Class Representative, Class Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims.

(c) Each Proof of Claim shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail) if submitted by mail provided such Proof of Claim is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim submitted in any other manner, including submitted electronically through the Settlement Website, shall be deemed to

have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

(d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days to cure such deficiency if it shall appear that such deficiency may be cured. If any claimant whose claim has been rejected in whole or in part wishes to contest such rejection, the claimant must, within fourteen (14) calendar days after the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

(e) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the Settlement in connection with processing of the Proof of Claim, nor shall any discovery from or of Settling Defendants be allowed on any topic except as otherwise provided for in the Stipulation or herein at ¶14 above.

22. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and the Settlement becomes effective, and will be permanently barred and enjoined from bringing

any action, claim, or other proceeding of any kind against the Released Defendants' Parties with respect to the Released Claims.

23. Settlement Class Members shall be bound by all determinations and judgments in the Actions whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is postmarked no later than twenty-one (21) calendar days prior to the final Fairness Hearing (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the Notice. To be valid, an exclusion request must clearly: (a) state the name, address, phone number and any e-mail address (if any) of the Person seeking exclusion; (b) state that the sender "requests to be excluded from the Settlement Class in *Udani Family Living Trust vs. Golden Heaven Group Holdings Ltd. et al*, Index No. 161978/2023 (N.Y. Sup. Ct. N.Y. Cty.)"; and (c) state (i) the date, number of Golden Heaven Stock, and dollar amount of each of their purchases, acquisitions or sales of such securities during the Settlement Class Period, and (ii) the number of Golden Heaven Stock they held as of the close of trading on March 8, 2024. Any such request for exclusion must be signed and submitted by the beneficial owner. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. The Claims Administrator and/or Class Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion.

24. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Settling Defendants' counsel and to Class Counsel as soon as possible and no later than the Exclusion Deadline or on receipt (if later than the Exclusion Deadline). The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

25. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator, Class Counsel, Settling Defendants' counsel or the Court a written revocation of that request for exclusion, provided that it is received no later than two (2) calendar days before the Fairness Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

26. The Court will consider objections to the Settlement, the Plan of Allocation, and the Fee and Expense Application; provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, Plan of Allocation or the Fee and Expense Application or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed their objection(s) (and any supporting papers and briefs) with the Clerk of the Court, New York Supreme Court, New York County, 60 Centre Street, New York, NY 10007 *and* served copies of such materials on all of the following counsel no later than September 3, 2026 (twenty-one (21) calendar days before the final Fairness Hearing):

Plaintiffs' Lead Counsel	Settling Defendants' Counsel
<p>State Lead Counsel</p> <p>THE ROSEN LAW FIRM P.A. Phillip Kim (philkim@rosenlegal.com) 275 Madison Avenue, 40th Floor New York, New York 10016</p>	<p>Golden Heaven</p> <p>HUNTER TAUBMAN FISCHER & LI LLC Mark Hunter (mhunter@htflawyers.com) 848 Brickell Avenue, Suite 200 Miami, Florida 33131</p>
<p>Federal Lead Counsel</p> <p>POMERANTZ LLP Jeremy Lieberman (jlieberman@pomlaw.com) 600 Third Avenue, Floor 20 New York, NY 10016</p>	<p>Borgers</p> <p>JOHNSON TRIAL LAW James M. Johnson (james@johnsontrial.com) 100 Wilshire Blvd., Suite 700 Santa Monica, CA 90401</p>
	<p>Underwriter Defendants</p> <p>MICHAEL BEST & FRIEDRICH, LLP Evan S. Strassberg (esstrassberg@michaelbest.com) 650 S. Main St., Suite 500 Salt Lake City, Utah 84101</p>
	<p>Cogency Defendants</p> <p>K&L GATES LLP Joanna A. Diakos (Joanna.DiakosKordalis@klgates.com) 599 Lexington Ave. New York, NY 10022</p>

To be valid, an objection must set forth: (1) the Settlement Class Member's name, address, telephone number, and any e-mail address (if any); (2) a list of all of the objector's purchases, acquisitions, sales, and dispositions of Golden Heaven Stock during the Settlement Class Period (in order to show their membership in the Settlement Class); (3) all grounds for the objection; (4) the name, address, and telephone number of the Settlement Class Member's counsel, if any; and (5) a list of any other class action settlement(s) in which the objector or his, her or its counsel has

objected. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Fairness Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, Plan of Allocation, and/or Fee and Expense Application must state in their written objection that they intend to appear at the Fairness Hearing, and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Fairness Hearing. Settlement Class Members need not appear at the Fairness Hearing or take any other action to show their approval.

27. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner prescribed above shall be: deemed to have waived all such objections; forever foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of Allocation or the Fee and Expense Application; bound by all the terms and provisions of the Stipulation and by all proceedings, orders and judgments in the Actions; and foreclosed from appealing from any judgment or order entered in the Actions.

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

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

30. Settling Defendants, their counsel, and other Released Defendants' Parties shall have no responsibility for, or liability with respect to, the Plan of Allocation or the Fee and Expense Application (including any payments to the representative plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

31. Pending final determination of whether the Settlement should be approved, Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Claims against any of the Released Defendants' Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the Actions against Defendants, other than such proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

32. All funds held in the Escrow Account shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation, Plan of Allocation and/or further order of the Court.

33. Neither this Order, nor the Stipulation (including the Settlement contained therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) is or may be deemed to be, or may be used as an admission, concession, or evidence of, the validity or invalidity of any Released Claims, the truth or falsity of any fact alleged by any Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in either Action, or of any deception, wrongdoing, liability, negligence or fault of Settling Defendants, the Released Defendants' Parties, or each or any of them, or that any Plaintiff or Settlement Class Member was harmed or damaged by any conduct by Settling Defendants;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Settling Defendants or the Released Defendants' Parties in any arbitration proceeding or any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

(c) is or may be deemed to be or shall be used, offered or received against the Settling Parties, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, as an admission, concession or evidence of the validity or invalidity of the Released Claims, the infirmity or strength of any claim raised in either Action, the truth or falsity of any fact alleged by the Plaintiffs or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in either Action; and

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Settling Defendants, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, that any of Plaintiffs' or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in either Action would have been greater or less than the Settlement Fund, or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

34. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties or the Released Plaintiffs' Parties, and each Plaintiff and Settling Defendant shall be restored to his, her or its respective litigation positions as they existed immediately prior to the execution of the Stipulation.

35. The Court retains exclusive jurisdiction to consider all further matters arising out of, or relating to, the Settlement and the Stipulation including, by way of illustration and not limitation, the enforcement thereof.

DATED: May 7, 2026



THE HONORABLE ANDREW BORROK
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

HON. ANDREW BORROK
J.S.C.