

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

MARILYN EZZES, Individually and on
Behalf of All Others Similarly Situated,

Plaintiff,

v.

VINTAGE WINE ESTATES, INC.,
PATRICK RONEY, KATHERINE
DEVILLERS, and KRISTINA
JOHNSTON,

Defendants.

Case No. 2:22-cv-01915-GMN-DJA

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

1 WHEREAS, a consolidated class action is pending in this Court entitled *Ezzes v. Vintage*
2 *Wine Estates, Inc. et al.*, Case No. 2:22-cv-01915-GMN-DJA (the “Action”);

3 WHEREAS, (a) Court-appointed lead plaintiffs Marilyn Ezzes and Jeffrey A. Davies
4 (collectively, “Lead Plaintiffs”), and additional plaintiff Michael F. Salbenblatt (together with Lead
5 Plaintiffs, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below); and (b)
6 defendants Patrick Roney, Katherine DeVillers, and Kristina Johnston (collectively, “Defendants”;
7 and together with Plaintiffs, the “Parties”), have determined to settle all claims asserted against
8 Defendants in this Action with prejudice on the terms and conditions set forth in the Stipulation and
9 Agreement of Settlement dated April 24, 2026 (the “Stipulation”) subject to approval of this Court
10 (the “Settlement”);

11
12 WHEREAS, Plaintiffs have made an application, pursuant to Rule 23 of the Federal Rules
13 of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the
14 Stipulation, certifying the Settlement Class for purposes of the Settlement only, and directing notice
15 to Settlement Class Members as more fully described herein;
16

17 WHEREAS, the Court has read and considered: (a) Plaintiffs’ motion for preliminary
18 approval of the Settlement, and the papers filed and arguments made in connection therewith; and
19 (b) the Stipulation and the exhibits attached thereto; and

20 WHEREAS, unless otherwise defined herein, all capitalized words contained herein shall
21 have the same meanings as they have in the Stipulation;
22

23 NOW THEREFORE, IT IS HEREBY ORDERED:

24 1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(3) of
25 the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the
26 proposed Settlement, a Settlement Class consisting of all persons and entities that purchased the
27 publicly traded common stock of Vintage Wine Estates, Inc. (“Vintage Wine”) between October 13,
28 2021 and February 8, 2023, both dates inclusive, and were damaged thereby. Excluded from the

1 Settlement Class are: (a) persons and entities that suffered no compensable losses; and (b)(i)
2 Defendants and Vintage Wine; (ii) any person who served as a partner, control person, officer and/or
3 director of Vintage Wine during the Settlement Class Period, and members of their Immediate
4 Families; (iii) present and former parents, subsidiaries, assigns, successors, affiliates, and
5 predecessors of Vintage Wine; (iv) any entity in which the Defendants have or had a controlling
6 interest; (v) any trust of which a Defendant is the settlor or which is for the benefit of a Defendant
7 and/or member(s) of their Immediate Family; (vi) Defendants' liability insurance carriers; and (vii)
8 the legal representatives, heirs, successors, predecessors, and assigns of any person or entity
9 excluded under provisions (i) through (vi) hereof. Also excluded from the Settlement Class are any
10 persons and entities who or which submit a request for exclusion from the Settlement Class that is
11 accepted by the Court. For the avoidance of doubt, "affiliates" are persons or entities that directly,
12 or indirectly through one or more intermediaries, control, are controlled by or are under common
13 control with one of the Defendants or Vintage Wine.
14
15

16 2. **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the
17 Court finds that each element required for certification of the Settlement Class pursuant to Rule 23
18 of the Federal Rules of Civil Procedure has been met: (a) the members of the Settlement Class are
19 so numerous that their joinder in the Action would be impracticable; (b) there are questions of law
20 and fact common to the Settlement Class which predominate over any individual questions; (c) the
21 claims of Plaintiffs in the Action are typical of the claims of the Settlement Class; (d) Plaintiffs and
22 Lead Counsel have and will fairly and adequately represent and protect the interests of the
23 Settlement Class; and (e) a class action is superior to other available methods for the fair and
24 efficient adjudication of the Action.
25

26 3. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules
27 of Civil Procedure, and for the purposes of the Settlement only, Plaintiffs are adequate class
28

1 representatives and certifies them as Class Representatives for the Settlement Class. The Court also
2 appoints: (a) Lead Counsel, the law firm of Glancy Prongay Wolke & Rotter LLP (formerly known
3 as Glancy Prongay & Murray LLP), including Casey E. Sadler, Esq., as Class Counsel for the
4 Settlement Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure; and (b)
5 Muehlbauer Law Office, Ltd. to serve as liaison counsel for the Settlement Class.
6

7 4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily
8 approves the Settlement, as provided in the Stipulation, as being fair, reasonable, and adequate to
9 the Settlement Class, subject to further consideration at the Settlement Hearing to be conducted as
10 described below.

11 5. **Settlement Hearing and Motions Relating Thereto** – The Court will hold a final
12 fairness hearing (the “Settlement Hearing”) on **September 22, 2026, at 10:00 a.m.** in Courtroom
13 7D of the Lloyd D. George Courthouse, 333 Las Vegas Blvd. South, Las Vegas, NV 89101, for the
14 following purposes: (a) to determine whether the proposed Settlement on the terms and conditions
15 provided for in the Stipulation is fair, reasonable and adequate to the Settlement Class, and should
16 be approved by the Court; (b) to determine whether a Judgment substantially in the form attached
17 as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against
18 Defendants; (c) to determine whether the proposed Plan of Allocation for the proceeds of the
19 Settlement is fair and reasonable and should be approved; (d) to determine whether the motion by
20 Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses should be
21 approved; and (e) to consider any other matters that may properly be brought before the Court in
22 connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be
23 provided to Settlement Class Members as set forth in paragraph 7 of this Order.
24
25

26 6. The Court may continue or adjourn the Settlement Hearing without further notice to
27 the Settlement Class and may approve the proposed Settlement with such modifications as the
28

1 Parties may agree to, if appropriate, without further notice to the Settlement Class. The Court
2 reserves the right to hold the Settlement Hearing telephonically or by other virtual means, in which
3 event the Claims Administrator shall update its website regarding the Settlement Hearing’s
4 telephonic or virtual format.

5
6 7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead Counsel
7 is hereby authorized to retain Strategic Claims Services (the “Claims Administrator”) to supervise
8 and administer the notice procedure in connection with the proposed Settlement as well as the
9 processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement
10 Hearing shall be provided as follows:

11 (a) within ten (10) business days of the date of entry of this Order, Defendants
12 will provide to Lead Counsel the contact information in their possession, if any, for any former
13 transfer agent(s) for Vintage Wine publicly traded common stock during the Settlement Class
14 Period. Defendants shall have no obligation to create, compile, or certify securities lists they do not
15 possess;

16
17 (b) not later than twenty (20) business days after the date of entry of this Order
18 (the “Notice Date”), the Claims Administrator shall cause a copy of the Postcard Notice to be mailed
19 by first-class mail to potential Settlement Class Members at the addresses set forth in the records
20 provided by Vintage Wine or in the records which Vintage Wine caused to be provided, if any, or
21 who otherwise may be identified through further reasonable effort;

22
23 (c) contemporaneously with the mailing of the Postcard Notice, the Claims
24 Administrator shall cause copies of the Stipulation (and its attachments), the Notice, the Claim
25 Form, and this Order to be posted on a website to be developed for the Settlement, from which
26 copies of those documents can be downloaded. The Claims Administrator shall also post copies of
27 the motion for attorneys’ fees and Litigation Expenses and the motion for final approval on the
28

1 website once they become available;

2 (d) not later than ten (10) business days after the Notice Date, the Claims
3 Administrator shall cause the Summary Notice to be published once in *Investor's Business Daily*
4 and to be transmitted once over the *PR Newswire*; and

5 (e) proof of such mailing and publication shall accompany Plaintiffs' motion for
6 final approval.
7

8 8. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and
9 content, the Notice, the Claim Form, the Summary Notice, and the Postcard Notice attached as
10 Exhibits A-1, A-2, A-3, and A-4 to the Stipulation, and (b) finds that the mailing and distribution of
11 the Postcard Notice, the posting of the Stipulation, the Notice, the Claim Form, and this Order, and
12 other relevant documents online, and the publication of the Summary Notice in the manner and form
13 set forth in paragraph 7 of this Order: (i) is the best notice practicable under the circumstances; (ii)
14 constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class
15 Members of the pendency of the Action, of the effect of the proposed Settlement (including the
16 Releases to be provided thereunder), of Lead Counsel's motion for an award of attorneys' fees and
17 reimbursement of Litigation Expenses, of their right to object to the Settlement, the Plan of
18 Allocation and/or Lead Counsel's motion for attorneys' fees and reimbursement of Litigation
19 Expenses, of their right to exclude themselves from the Settlement Class, and of their right to appear
20 at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and
21 entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of
22 Rule 23 of the Federal Rules of Civil Procedure, the Due Process Clause of the United States
23 Constitution, and the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4 (as
24 amended). The date and time of the Settlement Hearing shall be included in the Postcard Notice,
25 Notice, and Summary Notice before they are mailed, posted online, and published, respectively.
26
27
28

1 9. **Nominee Procedures** – The Claims Administrator shall make all reasonable efforts
2 to give notice to nominees or custodians who purchased Vintage Wine common stock during the
3 Settlement Class Period as record owners but not as beneficial owners. Brokers and other nominees
4 who purchased publicly traded Vintage Wine common stock during the Settlement Class Period for
5 the benefit of another person or entity shall, within seven (7) calendar days of receipt of the Claims
6 Administrator’s notice of the Settlement either: (a) request from the Claims Administrator sufficient
7 copies of the Postcard Notice to forward to all such beneficial owners and within seven (7) calendar
8 days of receipt of those Postcard Notices forward them to all such beneficial owners; (b) request
9 from the Claims Administrator a link to the Notice and Claim Form and, within seven (7) calendar
10 days of receipt of the link, email the link to all such beneficial owners for whom valid email
11 addresses are available; or (c) provide a list of the names, mailing addresses and email addresses (to
12 the extent available) of all such beneficial owners to the Claims Administrator at *Vintage Wine*
13 *Securities Litigation*, c/o Strategic Claims Services, P.O. Box 230, 600 N. Jackson Street, Suite 205,
14 Media, PA 19063; info@strategicclaims.net, in which event the Claims Administrator shall
15 promptly mail the Postcard Notice, or email a link to the Notice and Claim Form, to such beneficial
16 owners. Nominees that choose to follow procedures (a) or (b) shall also send a statement to the
17 Claims Administrator confirming that the mailing or emailing was made as directed. Upon full and
18 timely compliance with this Order, such nominees may seek reimbursement of their reasonable
19 expenses actually incurred, not to exceed: (a) \$0.02 per name, mailing address, and email address
20 (to the extent available) provided to Claims Administrator; (b) \$0.02 per email for emailing notice;
21 or (c) \$0.02 per postcard, plus postage at the pre-sort rate used by the Claims Administrator, for
22 mailing the Postcard Notice, by providing the Claims Administrator with proper documentation
23 supporting the expenses for which reimbursement is sought. Such properly documented expenses
24 incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement
25
26
27
28

1 Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to
2 review by the Court. Nominees are not authorized to print the Postcard Notice themselves for
3 mailing. Postcard Notices may only be printed by the Claims Administrator.

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

13
14
15 11. Each Claim Form submitted must satisfy the following conditions: (a) it must be
16 properly completed, signed and submitted in a timely manner in accordance with the provisions of
17 the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the
18 transactions and holdings reported therein, in the form of broker confirmation slips, broker account
19 statements, an authorized statement from the broker containing the transactional and holding
20 information found in a broker confirmation slip or account statement, or such other documentation
21 as is deemed adequate by Lead Counsel or the Claims Administrator; (c) if the person executing the
22 Claim Form is acting in a representative capacity, a certification of his, her or its current authority
23 to act on behalf of the Settlement Class Member must be included in the Claim Form to the
24 satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form must be complete
25 and contain no material deletions or modifications of any of the printed matter contained therein and
26 must be signed under penalty of perjury.
27
28

1 12. Any Settlement Class Member who does not timely and validly submit a Claim Form
2 or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her
3 or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any
4 distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement
5 and all proceedings, determinations, orders and judgments in the Action relating thereto, including,
6 without limitation, the Judgment, or Alternate Judgment, if applicable, and the Releases provided
7 for therein, whether favorable or unfavorable to the Settlement Class; and (d) will be barred from
8 commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and
9 all of the Released Defendants' Parties, as more fully described in the Stipulation and Notice.
10 Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in
11 paragraph 10 above.
12

13 13. **Exclusion From the Settlement Class** – Any member of the Settlement Class who
14 wishes to exclude himself, herself or itself from the Settlement Class must request exclusion in
15 writing within the time and in the manner set forth in the Notice, which shall provide that: (a) any
16 such request for exclusion from the Settlement Class must be mailed or delivered such that it is
17 received by, or postmarked no later than, twenty-one (21) calendar days prior to the Settlement
18 Hearing, at the following address: *Vintage Wine Securities Litigation*, EXCLUSIONS, c/o Strategic
19 Claims Services, 600 N. Jackson Street, Suite 205, P.O. Box 230, Media, PA 19063; and (b) each
20 request for exclusion must (i) state the name, address, and telephone number of the person or entity
21 requesting exclusion, and in the case of entities, the name and telephone number of the appropriate
22 contact person; (ii) state that such person or entity “requests exclusion from the Settlement Class in
23 *Ezzes v. Vintage Wine Estates, Inc. et al.*, Case No. 2:22-cv-01915-GMN-DJA”; (iii) state the
24 number of shares of publicly traded Vintage Wine common stock that the person or entity requesting
25 exclusion purchased and sold during the Settlement Class Period, as well as the dates and prices of
26
27
28

1 each such purchase and sale; and (iv) be signed by the person or entity requesting exclusion or an
2 authorized representative. A request for exclusion shall not be effective unless it provides all the
3 required information and is received by, or postmarked within, the time stated above, or is otherwise
4 accepted by the Court.

5
6 14. Any person or entity who or which timely and validly requests exclusion in
7 compliance with the terms stated in this Order and is excluded from the Settlement Class shall not
8 be a Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or
9 judgments in the Action and shall not receive any payment out of the Net Settlement Fund.

10 15. Any Settlement Class Member who or which does not timely and validly request
11 exclusion from the Settlement Class in the manner stated in this Order: (a) shall be deemed to have
12 waived his, her, or its right to be excluded from the Settlement Class; (b) shall be forever barred
13 from requesting exclusion from the Settlement Class in this or any other proceeding; (c) shall be
14 bound by the provisions of the Stipulation and Settlement and all proceedings, determinations,
15 orders and judgments in the Action, including, but not limited to, the Judgment or Alternate
16 Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to
17 the Settlement Class; and (d) will be barred from commencing, maintaining or prosecuting any of
18 the Released Plaintiffs' Claims against any of the Released Defendants' Parties, as more fully
19 described in the Stipulation and Notice.
20

21
22 16. **Appearance and Objections at Settlement Hearing** – Any Settlement Class
23 Member who does not request exclusion from the Settlement Class may enter an appearance in the
24 Action, at his, her or its own expense, individually or through counsel of his, her or its own choice,
25 by filing with the Clerk of Court and delivering a notice of appearance to both Lead Counsel and
26 Defendants' Counsel, at the addresses set forth in paragraph 17 below, such that it is received no
27 later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may
28

1 otherwise direct. Attendance at the Settlement Hearing is not necessary. Any Settlement Class
2 Member who does not enter an appearance will be represented by Lead Counsel.

3 17. Any Settlement Class Member who does not request exclusion from the Settlement
4 Class may file a written objection to the proposed Settlement, the proposed Plan of Allocation,
5 and/or Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation
6 Expenses and appear and show cause, if he, she or it has any cause, why the proposed Settlement,
7 the proposed Plan of Allocation and/or Lead Counsel's motion for attorneys' fees and
8 reimbursement of Litigation Expenses should not be approved; *provided, however*, that no
9 Settlement Class Member shall be heard or entitled to contest the approval of the terms and
10 conditions of the proposed Settlement, the proposed Plan of Allocation and/or the motion for
11 attorneys' fees and reimbursement of Litigation Expenses unless that person or entity has filed a
12 written objection with the Court no later than twenty-one (21) calendar days prior to the Settlement
13 Hearing, and served copies of such objection on Lead Counsel and Defendants' Counsel at the
14 addresses set forth below such that they are postmarked, or received by, no later than twenty-one
15 (21) calendar days prior to the Settlement Hearing.
16
17

18
19 **Lead Counsel**

20 Glancy Prongay Wolke & Rotter LLP
21 Casey E. Sadler, Esq.
22 1925 Century Park East
Suite 2100
Los Angeles, CA 90067

Defendants' Counsel

Snell & Wilmer LLP
Joseph G. Adams, Esq.
One East Washington Street
Suite 2700
Phoenix, AZ 85004

23 18. Any objections, filings, and other submissions by the objecting Settlement Class
24 Member: (a) must state the name, address, and telephone number of the person or entity objecting
25 and must be signed by the objector; (b) must contain a statement of the Settlement Class Member's
26 objection or objections, and the specific reasons for each objection, including any legal and
27 evidentiary support the Settlement Class Member wishes to bring to the Court's attention; and
28

1 (c) must include documents sufficient to prove membership in the Settlement Class, including the
2 number of shares of Vintage Wine common stock that the person or entity objecting purchased and
3 sold during the Settlement Class Period, as well as the dates and prices of each such purchase and
4 sale. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing
5 in support of their objection must include in their written objection or notice of appearance the
6 identity of any witnesses they may call to testify and any exhibits they intend to introduce into
7 evidence at the hearing.
8

9 19. Any Settlement Class Member who or which does not make his, her, or its objection
10 in the manner provided herein shall be deemed to have waived his, her, or its right to object to any
11 aspect of the proposed Settlement, the proposed Plan of Allocation, and Lead Counsel's motion for
12 an award of attorneys' fees and reimbursement of Litigation Expenses, and shall be forever barred
13 and foreclosed from objecting to the fairness, reasonableness or adequacy of the Settlement, the
14 Plan of Allocation or the requested attorneys' fees and Litigation Expenses, or from otherwise being
15 heard concerning the Settlement, the Plan of Allocation or the requested attorneys' fees and
16 Litigation Expenses in this or any other proceeding.
17

18 20. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court
19 stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms
20 and conditions of the Stipulation. Pending final determination of whether the Settlement should be
21 approved, the Court bars and enjoins Plaintiffs, and all other members of the Settlement Class, from
22 commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of
23 the Released Defendants' Parties.
24

25 21. **Settlement Administration Fees and Expenses** – All reasonable costs incurred in
26 identifying Settlement Class Members and notifying them of the Settlement as well as in
27 administering the Settlement shall be paid as set forth in the Stipulation without further order of the
28

1 Court.

2 22. **Settlement Fund** – The contents of the Settlement Fund held by The Huntington
3 National Bank (which the Court approves as the Escrow Agent), shall be deemed and considered to
4 be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such
5 time as they shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.
6

7 23. **Taxes** – Lead Counsel is authorized and directed to prepare any tax returns and any
8 other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund
9 any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with
10 respect to Taxes and any reporting or filings in respect thereof without further order of the Court in
11 a manner consistent with the provisions of the Stipulation.
12

13 24. **Termination of Settlement** – If the Settlement is terminated as provided in the
14 Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails
15 to occur, this Order shall be vacated, rendered null and void and be of no further force and effect,
16 except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the
17 rights of Plaintiffs, the other Settlement Class Members and Defendants, and the Parties shall revert
18 to their respective positions in the Action as of January 9, 2026, as provided in the Stipulation.
19

20 25. **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation (whether or
21 not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or
22 any other plan of allocation that may be approved by the Court), the negotiations leading to the
23 execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in
24 connection with the Term Sheet, the Stipulation and/or approval of the Settlement (including any
25 arguments proffered in connection therewith): (a) shall be offered against any of the Released
26 Defendants’ Parties as evidence of, or construed as, or deemed to be evidence of any presumption,
27 concession, or admission by any of the Released Defendants’ Parties with respect to the truth of any
28


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

20
21
22
23 26. **Supporting Papers** – Lead Counsel shall file the motion for final approval and the
24 motion for an award of attorneys' fees and reimbursement of Litigation Expenses no later than
25 thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed
26 and served no later than seven (7) calendar days prior to the Settlement Hearing.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

SO ORDERED this 13 day of May, 2026.



THE HONORABLE GLORIA M. NAVARRO
UNITED STATES DISTRICT JUDGE