

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

IN RE UNILIFE CORPORATION  
SECURITIES LITIGATION

Master File No. 16-cv-03976-RA

**SUPPLEMENTAL DECLARATION OF JEREMY A. LIEBERMAN IN FURTHER  
SUPPORT OF (I) PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND PLAN OF ALLOCATION; AND (II) LEAD COUNSEL'S  
MOTION FOR AN AWARD OF ATTORNEYS' FEES AND REIMBURSEMENT OF  
LITIGATION EXPENSES**

I, Jeremy A. Lieberman, declare as follows:

1. I, Jeremy A. Lieberman, am co-managing partner of Pomerantz LLP (“Pomerantz”). I have personal knowledge of the matters set forth herein and, if called as a witness, could and would testify competently thereto. I make this declaration in further support of (i) Plaintiffs’ Motion for Final Approval of Class Action Settlement and Plan of Allocation; and (ii) Lead Counsel’s Motion for an Award of Attorneys’ Fees and Reimbursement of Litigation Expenses.

2. Attached hereto as Exhibit 1 is a true and correct copy of the Supplemental Declaration of Robert Cormio Regarding: (A) Mailing of the Notice and Proof of Claim Form; and (B) Report on Requests for Exclusion and Objections Received to Date.

3. Attached hereto as Exhibit 2 is the [Proposed] Final Judgment Approving Class Action Settlement and Order of Dismissal with Prejudice.

I declare, under penalty of perjury under the laws of the United States, that the foregoing facts are true and correct. Executed this 18th day of January, 2018, at New York, New York.

/s/ Jeremy A. Lieberman  
Jeremy A. Lieberman

**PROOF OF SERVICE**

I, the undersigned say:

I am not a party to the above case and am over eighteen years old.

On January 18, 2018, I served true and correct copies of the foregoing document, by posting the document electronically to the ECF website of the United States District Court for the Southern District of New York, for receipt electronically by the parties listed on the Court's Service List.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 18, 2018, at New York, New York.

*s/ Jeremy A. Lieberman*  
Jeremy A. Lieberman

## Mailing Information for a Case 1:16-cv-03976-RA Bulcock v. Unilife Corporation et al

### Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

- **Paul C. Curnin**  
pcurnin@stblaw.com,managingclerk@stblaw.com,delbaum@stblaw.com
- **Matthew Moylan Guiney**  
guiney@whafh.com
- **Leanne Elise Heine**  
lsolish@glancylaw.com
- **Joseph Alexander Hood , II**  
ahood@pomlaw.com,abarbosa@pomlaw.com
- **Peter Eric Kazanoff**  
pkazanoff@stblaw.com,managingclerk@stblaw.com
- **Christopher Gunn Lee**  
cglee@stblaw.com
- **Jeremy Alan Lieberman**  
jalieberman@pomlaw.com,ahood@pomlaw.com,disaacson@pomlaw.com,abarbosa@pomlaw.com,jsnematzadeh@pomlaw.com
- **Lesley Frank Portnoy**  
LPortnoy@glancylaw.com,info@glancylaw.com
- **Robert Vincent Prongay**  
rprongay@glancylaw.com,echang@glancylaw.com
- **Frederick Edward Schmidt**  
eschmidt@cozen.com
- **Brenda F. Szydlo**  
bszydlo@pomlaw.com

### Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

- (No manual recipients)

# EXHIBIT 1

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re UNILIFE CORPORATION  
SECURITIES LITIGATION

Master File No. 16-cv-03976-RA

**SUPPLEMENTAL DECLARATION OF ROBERT CORMIO REGARDING:  
(A) MAILING OF THE NOTICE AND PROOF OF CLAIM FORM; AND (B) REPORT  
ON REQUESTS FOR EXCLUSION AND OBJECTIONS RECEIVED TO DATE**

I, ROBERT CORMIO, declare as follows:

1. I am a Director of Securities Class Actions at JND Legal Administration (“JND”). Pursuant to paragraph 7 of the Court’s September 22, 2017 Order Preliminarily Approving Settlement and Providing for Notice (ECF No. 58) (the “Preliminary Approval Order”), JND was appointed to act as the Claims Administrator in connection with the proposed settlement of the above-captioned action.<sup>1</sup> I submit this Declaration as a supplement to my earlier declaration, the Declaration of Robert Cormio Regarding: (A) Mailing of Notice and Proof of Claim Form; (B) Publication of the Summary Notice; and (C) Report on Requests for Exclusion Received to Date, dated December 18, 2017, that was attached as Exhibit 5 to the Joint Declaration of Jeremy A. Lieberman and Lionel Z. Glancy filed with the Court on December 21, 2017 (ECF No. 63-5) (the “Initial Mailing Declaration”). The following statements are based on my personal knowledge and information provided to me by other experienced JND employees working under my supervision, and, if called as a witness I could and would testify competently thereto.

---

<sup>1</sup> All capitalized terms not otherwise defined herein have the meanings ascribed in the Stipulation of Agreement of Settlement, dated March 22, 2017 (ECF No. 53-1) (the “Stipulation”), and the Preliminary Approval Order.

2. Since the execution of my Initial Mailing Declaration, JND has continued to disseminate copies of the Notice of Pendency of Class Action and Proposed Settlement; (II) Settlement Fairness Hearing; (III) Motion for an Award of Attorneys' Fees and Reimbursement of Litigation Expenses and Proof of Claim Form (the "Notice Packet") in response to additional requests from potential Settlement Class Members, brokers, and nominees. Through January 16, 2018, JND has mailed a total of 38,457 Notice Packets to potential Settlement Class Members, brokers, and nominees.

### **TELEPHONE HELPLINE AND WEBSITE**

3. JND continues to maintain the toll-free telephone number (1-844-864-9035) and interactive voice response system to accommodate any inquiries from potential members of the Settlement Class. To date, JND has received a total of 142 calls to the telephone hotline. JND will continue to address Settlement Class Member inquiries.

4. JND also continues to maintain the dedicated website for the Action ([www.unilifesecuritieslitigation.com](http://www.unilifesecuritieslitigation.com)) in order to assist potential members of the Settlement Class. As stated in my Initial Mailing Declaration, on October 19, 2017, JND posted the Stipulation, Preliminary Approval Order, Proof of Claim and Release Form, Summary Notice, and Notice on the website. JND will continue maintaining and, as appropriate, updating the website until the conclusion of the administration. As of January 16, 2018, the Settlement Website has received 3,403 hits.

### **REPORT ON EXCLUSION REQUESTS AND OBJECTIONS RECEIVED TO DATE**

5. As stated in my Initial Mailing Declaration, the Notice informed potential Settlement Class Members that requests for exclusion from the Class were to be addressed to In re Unilife Corporation Securities Litigation – Exclusions, c/o JND Legal Administration, P.O.

Box 6847, Broomfield, CO, 80021, such that they were received no later than January 4, 2018. The Notice also set forth the information required be included in each request for exclusion. As reported in my Initial Mailing Distribution, as of December 15, 2017, JND had received one request for exclusion. Since then, JND has received one additional request for exclusion. Thus, as of January 16, 2018, JND has received a total of 2 requests for exclusion. The exclusions are attached hereto as Exhibit A.

6. Objections were to be mailed to the Court and counsel for the Settling Parties. As of January 16, 2018, JND has not received any objections.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 17, 2018, at Melville, New York.

  
\_\_\_\_\_  
Robert Cormio

# **EXHIBIT A**

**EXHIBIT A**

1. Matthew S. DeFilippo  
Norwalk, CT
2. Lois Rodal POA Barbara J Sundberg  
Longview, WA

Request for Exclusion from the Settlement Class

(ii)

Simpson Thacher & Bartlett LLP  
Peter Kazanoff, Esq.  
425 Lexington Ave.  
New York, NY 10017

Request for Exclusion:

(a)

Matthew S. DeFilippo

Norwalk, CT 06854

(b)

Matthew S. DeFilippo requests exclusion from the Settlement Class in *In re Unilife Corporation Securities Litigation*, Master File No. 16-cv-03976-RA.

(c)

Matthew S. DeFilippo requests exclusion of all purchased/acquired and/or sold Unilife Common Stock between November 9, 2011 and November 14, 2016.

Acquisition Date: 07/13/2016 (Short Term)

Liquidation Date: 07/19/2016

Quantity: 525

Acquisition Price: \$3.74

Acquisition Cost: \$1,961.87

Liquidation Price: \$3.67

Liquidation Amount: \$1,926.71

Gain/Loss: -\$35.16

(d)

Signed by Matthew S. DeFilippo requesting exclusion below:

Matthew S. DeFilippo

 12/11/17



12-18-2017

To Whom it May Concern:

**Important Information  
Class Action S**

1991 \*\*\*\*\*AUTO\*\*MIXED AADC 800  
LOIS RODAL POA BARBARA J SUNDBERG

LONGVIEW, WA 98632-9367



Please be informed that  
I wish to withdraw from  
this settlement - if I am  
part of it in the 1st place.

Barbara Sundberg

1965 Ford F-100  
FOREVER USA



B. Sundberg

ERICSSON MANUFACT

Unilife Corp Sec. Litigation  
c/o JND Legal Administration

P.O. Box 6847  
Broomfield, CO 80022

DEC 26 2017  
11:59A

POSTNET barcode

# EXHIBIT 2

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

In re UNILIFE CORPORATION  
SECURITIES LITIGATION

Master File No. 16-cv-03976-RA

Honorable Ronnie Abrams

**[PROPOSED] FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT  
AND ORDER OF DISMISSAL WITH PREJUDICE**

WHEREAS, a consolidated class action is pending in this Court entitled *In re Unilife Securities Litigation*, No. 16-cv-03976-RA (the “Action”);

WHEREAS, (a) lead plaintiffs Richard Carrazza and Richard Farino (collectively, “Lead Plaintiffs”) and plaintiffs Bill Bulcock and Manuel Quintero (together with Lead Plaintiffs, the “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), and (b) defendant Unilife Corporation (“Unilife”) and defendants Alan Shortall and Dennis Pyers (collectively, the “Individual Defendants,” together with Unilife, the “Defendants,” and together with Plaintiffs, the “Parties”) have entered into a Stipulation and Agreement of Settlement dated March 22, 2017 (the “Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted against Defendants and defendant Jim Bosnjak in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated September 22, 2017 (the “Preliminary Approval Order”), this Court: (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for

purposes of effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and (e) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Settlement Class;

WHEREAS, the Court conducted a hearing on January 25, 2018 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against Defendants and defendant Jim Bosnjak; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members.
2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on March 22, 2017 and June 19, 2017; and (b) the Notice and the Summary Notice, both of which were filed with the Court on June 19, 2017.

3. **Class Certification for Settlement Purposes** – The Court hereby affirms its determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class consisting of all persons and entities who or which purchased or otherwise acquired shares of Unilife common stock traded on the NASDAQ between November 9, 2011 and November 14, 2016, inclusive (the “Settlement Class Period”) and were damaged thereby. Excluded from the Settlement Class are Defendants, the present and former Officers and directors of Unilife and any subsidiary thereof, and the Immediate Family members, legal representatives, heirs, successors or assigns of such excluded persons and any entity in which any such excluded person has or had a controlling interest during the Settlement Class Period. Also excluded from the Settlement Class are the persons listed on Exhibit 1 hereto who are excluded from the Settlement Class.

4. **Adequacy of Representation** – Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order certifying Lead Plaintiffs as Class Representatives for the Settlement Class and appointing Lead Counsel as Class Counsel for the Settlement Class. Lead Plaintiffs and Lead Counsel have fairly and adequately represented the Settlement Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

5. **Notice** – The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice

that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Lead Counsel's motion for an award of attorneys' fees with interest and reimbursement of Litigation Expenses; (iv) their right to object to any aspect of the Settlement, the Plan of Allocation and/or Lead Counsel's motion for attorneys' fees with interest and reimbursement of Litigation Expenses; (v) their right to exclude themselves from the Settlement Class; and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

6. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants and defendant Jim Bosnjak in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

7. The Action and all of the claims asserted against Defendants and defendant Jim Bosnjak in the Action by Plaintiffs and the other Settlement Class Members are hereby dismissed

with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

8. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Plaintiffs and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The persons listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not bound by the terms of the Stipulation or this Judgment.

9. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on behalf of themselves, and their current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, attorneys, heirs, executors, and administrators in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim against Defendants and Defendants' Releasees, shall be permanently and forever enjoined from instituting, commencing or prosecuting, in any capacity, any and all of the Released Plaintiffs' Claims against any of Defendants' Releasees, and shall be deemed to permanently covenant to refrain from instituting, commencing or prosecuting, in any capacity,

any and all of the Released Plaintiffs' Claims against any of Defendants' Releasees. This Release shall not apply to any of the Excluded Claims (as that term is defined in paragraph 1(r) of the Stipulation).

(b) Without further action by anyone, and subject to paragraph 10 below, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, attorneys, heirs, executors, and administrators in their capacities as such, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved, relinquished, waived and discharged each and every Released Defendants' Claim against Plaintiffs and Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of Released Defendants' Claims against any of Plaintiffs' Releasees. [This Release shall not apply to any person or entity listed on Exhibit 1 hereto.]

10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

11. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

12. **Plan of Allocation Approval** – The Court finds and concludes that the formula for the calculation of the claims of Claimants as set forth in the Plan of Allocation submitted by Lead Counsel, as described in the Notice and in accordance with paragraph 1(hh) of the

Stipulation, is hereby approved as fair, reasonable and adequate. Any further orders or proceedings solely regarding the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall be considered separate and apart from this Judgment and shall not operate to terminate the Settlement or in any way disturb or affect this Judgment, the finality of this Judgment, or the release of the Released Claims. Any orders regarding the Plan of Allocation shall not affect or delay the Effective Date of the Settlement.

13. **No Admissions** – Neither this Judgment, the Memorandum of Understanding, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Memorandum of Understanding and the Stipulation, nor any proceedings taken pursuant to or in connection with the Memorandum of Understanding, the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of Defendants or Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of Defendants or Defendants' Releasees with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of Defendants or Defendants' Releasees or in any way referred to for any other reason as against any of Defendants or Defendants' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of Plaintiffs' Releasees that any of their claims are without merit, that any of Defendants or Defendants' Releasees had meritorious defenses, or that damages recoverable under the SAC would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; provided, however, that the Parties and the Releasees and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

14. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys' fees and/or Litigation Expenses by Lead Counsel in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Settlement Class Members for all matters relating to the Action.

15. **Modification of the Agreement of Settlement** – Without further approval from the Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such

amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

16. **Lead Counsel's Attorney Fees and Expenses** – The Court hereby awards Lead Counsel attorneys' fees in the amount of \_\_\_\_\_% of the Settlement Fund and expenses in an amount of \$\_\_\_\_\_, together with the interest earned thereon for the same time period and at the same rate as that earned on the Settlement Fund until paid. The Court finds that the amount of fees awarded is fair and reasonable in light of the time and labor required, the novelty and difficulty of the case, the skill required to prosecute the case, the experience and ability of the attorneys, awards in similar cases, the contingent nature of the representation and the result obtained for the Settlement Class. Said fees shall be allocated among any other plaintiffs' counsel in a manner which, in Lead Counsel's good-faith judgment, reflects each counsel's contribution to the institution, prosecution, and resolution of the Litigation.

17. **Plaintiffs' Expenses Related to Representation of the Settlement Class** – The Court hereby awards lead plaintiff Richard Carrazza his reasonable costs and expenses (including lost wages) directly related to his representation of the Settlement Class in the amount of \$\_\_\_\_\_. The Court hereby awards lead plaintiff Richard Farino his reasonable costs and expenses (including lost wages) directly related to his representation of the Settlement Class in the amount of \$\_\_\_\_\_. The Court hereby awards plaintiff Bill Bulcock his reasonable costs and expenses (including lost wages) directly related to his representation of the Settlement Class in the amount of \$\_\_\_\_\_. The Court hereby awards plaintiff Manuel Quintero his

reasonable costs and expenses (including lost wages) directly related to his representation of the Settlement Class in the amount of \$\_\_\_\_\_.

18. The awarded attorneys' fees and expenses, and interest earned thereon, as well as any costs or expenses awarded pursuant to the previous paragraph, shall be paid to Lead Counsel (or to the plaintiffs described in the previous paragraph) from the Settlement Fund immediately after the date this Judgment is executed subject to the terms, conditions, and obligations of the Stipulation. Any awards of attorneys' fees and expenses, as well as any costs or expenses awarded pursuant to the previous paragraph, shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

19. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members and Defendants, and the Parties shall revert to their respective positions in the Action as of February 7, 2017, as provided in the Stipulation.

20. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

---

The Honorable Ronnie Abrams  
United States District Judge

**Exhibit 1**

**List of Persons Excluded from the Settlement Class Pursuant to Request**

1. Matthew S. DeFilippo  
Norwalk, CT
2. Lois Rodal POA Barbara J. Sundberg  
Longview, WA