

Exhibit B

This matter having come before the Court on Plaintiffs’ Motion for Final Approval (the “Motion For Final Approval”) of the class action settlement of the above-captioned action between Plaintiffs Michael W. Allegetti, Chandra V. Brown-Davis, Yolanda Brown, Ronald Dinkel,

Siobhan E. Fannin, Kristie Kolacny, Dianna J. Martin, Sherri Nelson, Becky S. Ray, Scott C. Read, Timothy M. Renaud, Lisa Smith, Susan Weeks, and Andro D. Youssef (“Class Representatives”), individually and on behalf of a class of participants in the Walgreen Profit-Sharing Retirement Plan (the “Plan”), and Defendants Walgreen Co., the Retirement Plan Committee of the Walgreen Profit-Sharing Retirement Plan, the Trustees of the Walgreen Profit-Sharing Retirement Trust, and the Board of Directors of Walgreen Co. (collectively, “Walgreens Defendants”), as set forth in the Settling Parties’ Settlement Agreement.¹ Having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

WHEREAS, Class Representatives in the Litigation on their own behalf and on behalf of the Class Members and the Plan, and the Walgreens Defendants, have entered into a Settlement Agreement dated September 30, 2021, that provides for a complete dismissal with prejudice of the Released Claims on the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court;

WHEREAS, by Order dated November 1, 2021, Dkt. No. 101 (the “Preliminary Approval Order”) this Court (1) preliminarily approved the Settlement Agreement; (2) reaffirmed its Order of February 11, 2021 (Dkt. No. 73) certifying the class, as modified by Section 2.41 of the Settlement Agreement; (3) reaffirmed its Order of February 11, 2021 (Dkt. No. 73) appointing Class Counsel and Class Representatives; and (4) directed notice be given to the Class Members and approved the form and manner of the Class Notice;

WHEREAS, by Order dated November 3, 2021, the Court scheduled a telephonic Fairness Hearing for February 16, 2022;

¹ The capitalized terms not defined in this Final Approval Order have the same meaning ascribed to them in the Settlement Agreement.

WHEREAS on November 15, 2021, the Court granted Plaintiffs' Motion to Amend the Class Notice (Dkt. No. 104);

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

WHEREAS, the Court conducted a hearing on February 16, 2022 (the "Fairness Hearing") to consider, among other things, (1) whether the proposed Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Class Members and should be finally approved by the Court; (2) Class Counsel's application for Attorneys' Fees and Costs; (3) the Class Representatives' requests for Class Representatives' Compensation; (4) whether this Final Approval Order should be entered dismissing with prejudice the Released Claims; and (5) whether Class Members had the opportunity to be heard on all issues regarding the resolution and release of their claims; and

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

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. The Court has jurisdiction over the subject matter of the Litigation, and all matters relating to the Settlement Agreement, as well as personal jurisdiction over all the Settling Parties and each of the Class Members.

2. This Final Approval Order incorporates and makes a part hereof: (a) the Settlement Agreement filed with the Court on October 22, 2021, Dkt. No. 99-3—99-8; and (b) the Class Notice approved by the Court on November 15, 2021. Dkt. Nos. 103-104.

3. The Court finds that the dissemination of the Class Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice reasonably

practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise all Class Members of the pendency of the Litigation, of the effect of the Settlement Agreement (including the releases provided for therein), of their right to object to the Settlement and appear at the Fairness Hearing, of Class Counsel's application for Attorneys' Fees and Costs, and of the request for Class Representatives' Compensation; (d) constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice of the proposed Settlement Agreement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and all other applicable law and rules.

4. The Court overrules the sole objection filed in this matter. Dkt. No. 108. Only one class member out of approximately 195,000 filed an objection. The objector, Mr. Paul Adams, generally argues that the Settlement fund is too low and the attorneys' fees are too high. However, the objection is based on an incorrect estimate of the Class's damages; a misinterpretation of the Plan of Allocation; and an incorrect account of Class Counsel's efforts in this case. In light of the record as a whole, the objection does not alter this Court's conclusion that the Settlement and Plan of Allocation satisfy Rule 23 and that the Attorneys' Fees, Costs, and Class Representatives' Compensation ("Service Awards") are fair and reasonable.

5. The Settlement was reviewed by an independent fiduciary, which has approved the Settlement.

6. Having considered the factors set forth in Federal Rule of Civil Procedure 23(e)(2), the Court hereby fully and finally approves the Settlement Agreement in all respects including, without limitation, the terms of the Settlement Agreement; the releases provided for therein; and the dismissal with prejudice of the claims asserted in the Action; and finds that the Settlement Agreement is, in all respects, fair, reasonable and adequate, and is in the best interests of the Class

Members. Class Representatives and Class Counsel have adequately represented the class and negotiated the Settlement Agreement at arm's length. The Settlement Agreement provides fair, reasonable and adequate relief to the class given: (i) the costs, risk and delay of trial and appeal; (ii) the effectiveness of the proposed method for distributing relief, which ensures that qualified Class Members with greater than *de minimis* damages receive a portion of the settlement, in rough proportion to their alleged losses, without having to file a claim; (iii) the terms of the proposed award of Attorneys' Fees and Costs and the Class Representatives' Compensation Awards; and (iv) there are no known agreements to be identified by Rule 23(e)(3). Furthermore, the Settlement Agreement treats Class Members equitably relative to each other.

7. The Settling Parties are directed to implement, perform, and take the necessary steps to effectuate the terms of the Settlement Agreement.

8. All Settling Parties, Class Members, and the Plan shall be bound by the Settlement Agreement and by this Order.

9. As of the Settlement Effective Date, pursuant to Federal Rule of Civil Procedure 54(b), the Litigation and all Released Claims asserted therein – whether asserted by Class Representatives on their own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plan – are hereby dismissed with prejudice, without costs to any of the Settling Parties other than as provided for in the Settlement Agreement. There is no just reason to delay entry of this Final Approval Order as a final judgment as of the Settlement Effective Date with respect to the claims asserted in the Litigation.

10. The Plan, the Class Representatives, and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) are: (i) conclusively deemed to have, and by operation of this Order have, fully, finally, and forever settled, released, relinquished, waived,

and discharged the Released Parties from all Released Claims; and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Litigation and the Released Claims, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

11. Each Class Member shall release the Released Parties, Defense Counsel, Class Counsel, and the Plan for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

12. Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* ("CAFA"), notice was provided to the appropriate officials and all applicable CAFA requirements have been satisfied.

13. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Former Participant in accordance with the Plan of Allocation approved by the Court.

14. With respect to payments or distributions to Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion, including whether a Former Participant Rollover Form should be accepted in the first instance.

15. With respect to any matters that arise concerning the implementation of distributions to Current Participants (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall

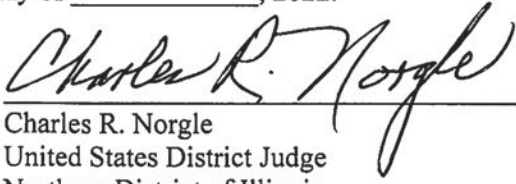
be resolved by the Plan administrator or other Plan fiduciaries in accordance with applicable law and governing terms of the Plan.

16. Within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

17. If the Settlement Agreement does not go into effect or is terminated as provided for therein, then this Order (and any orders of the Court relating to the Settlement Agreement) shall be vacated, rendered null and void and be of no further force or effect, except as otherwise provided by the Settlement Agreement.

18. The Court has entered a separate Order on Class Counsel's application for Attorneys' Fees and Costs and the request for Class Representatives' Compensation. Dkt. No. 107 ("Fees Order"). Having considered the sole objection and the papers filed in connection with the Motion for Final Approval, the Court reaffirms the Fees Order. Such order shall in no way affect or delay the finality of this Final Approval Order and shall not affect or delay the Settlement Effective Date.

IT IS SO ORDERED this 16 day of FEB, 2022.



Charles R. Norgle
United States District Judge
Northern District of Illinois

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JAMIE HILL, et al.,)	
)	
Plaintiffs,)	Case No. 3:20-cv-50286
)	
v.)	Hon. Iain D. Johnston
)	
MERCY HEALTH CORPORATION, et al.,)	Magistrate Judge Lisa A. Jensen
)	
Defendants.)	

**ORDER ON PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Wherefore, this 6th day of May 2022, upon consideration of Plaintiffs' Motion for Final Approval of the Class Action Settlement Agreement dated December 8, 2021 in the above matter, the Court hereby orders and adjudges as follows:

1. For purposes of this Final Approval Order and Judgment, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over all parties to the action, including all members of the Settlement Class.
3. The following Settlement Class is certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure for purposes of the Settlement only:

All participants and beneficiaries of the Mercy Health Corporation Employees' Retirement Plan at any time from August 3, 2014 through December 10, 2021, and all participants and beneficiaries of the Rockford Health System Retirement Plan and Rockford Health Physicians Retirement Plan at any time from January 1, 2017 through December 10, 2021, excluding members of the Mercy Health Corporation ERISA Benefit Plans Advisory Committee for the Plans at any time during the Class Period.

The Court finds that this Settlement Class meets all of the requirements of Rule 23(a) and 23(b)(1).

4. Pursuant to Rules 23(e)(1)(A) and (C), the Court hereby approves and confirms the Settlement and the terms therein as being fair, reasonable, and adequate to the Plans and the Class Members.

5. The Court hereby approves the Settlement and orders that the Settling Parties take all necessary steps to effectuate the terms of the Settlement Agreement.

6. In accordance with the Court's Orders, and as reflected in the information from the Settlement Administrator, Analytics Consulting LLC, the Settlement Notices were timely distributed by first-class mail to all Class Members who could be identified with reasonable effort. The Settlement Administrator searched for updated address information for those returned as undeliverable, and re-mailed notices to those Class Members. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* ("CAFA"), notice was provided to the Attorneys General for each of the states in which a Class Member resides and the Attorney General of the United States.

7. The form and methods of notifying the Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Rules 23(c)(2) and (e), and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the Fairness Hearing and the rights of all Class Members have been provided to all people, powers and entities entitled thereto, consistent with Rule 23 and due process.

8. The Court finds that the Settlement is fair, reasonable, and adequate, based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

- A. The Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;
- B. The Settlement was negotiated only after Class Counsel had received pertinent information and documents from Defendants;
- C. The Settling Parties were well positioned to evaluate the value of the Class Action;
- D. If the Settlement had not been achieved, both Plaintiffs and Defendants faced the expense, risk, and uncertainty of extended litigation;
- E. The amount of the Settlement (\$3,900,000.00) is fair, reasonable, and adequate. The Settlement amount is within the range of reasonable settlements that would have been appropriate in this case, based on the nature of the claims, the potential recovery, the risks of litigation, and settlements that have been approved in other similar cases;
- F. The Class Representatives and Class Counsel have concluded that the Settlement Agreement is fair, reasonable and adequate;
- G. Class Members had the opportunity to be heard on all issues regarding the Settlement and release of claims by submitting objections to the Settlement Agreement to the Court; and
- H. There were no objections to the Settlement.
- I. The Settlement was reviewed by an independent fiduciary, Gallagher Fiduciary Advisors, LLC, who has approved the Settlement.

9. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable and adequate to the Plans and the Settlement Class.

10. This Action and all Released Claims asserted therein, whether asserted by the Class Representatives on their own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plans, are dismissed with prejudice, without costs to any of the Settling Parties other than as provided for in the Settlement Agreement.

11. The Class Representatives and each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, shall be (1) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plans, and the Released Parties from all Released Claims, and (2) barred and enjoined from suing Defendants, the Plans, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Class Members actually received the Settlement Notices, whether or not such Class Members have executed and delivered a Former Participant Rollover Form, whether or not such Class Members have filed an objection to the Settlement, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

12. The Plans and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) on behalf of the Plans shall be (1) conclusively deemed to have, and by operation of the Effective Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants and the Released Parties from

all Released Claims, and (2) barred and enjoined from suing Defendants or the Released Parties in any action or proceeding alleging any of the Released Claims, even if the Plans or any Class Member on behalf of the Plans may thereafter discover facts in addition to or different from those which the Plans or any Class Member now knows or believes to be true with respect to the Action and the Released Claims.

13. The Class Representatives and each Class Member shall release Defendants, Defendants' Counsel, Class Counsel, the Released Parties, and the Plans from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and from all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

14. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over the Defendants and the Class Members pursuant to the provisions of ERISA, and expressly retains that jurisdiction for purposes of enforcing and interpreting this Final Approval Order and/or the Settlement Agreement.

15. The Court finds that all applicable CAFA requirements have been satisfied.

16. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each eligible Current Participant and Former Participant pursuant to the Plan of Allocation approved by the Court.

17. With respect to payments or distributions to Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion.

18. Within twenty-eight (28) calendar days following the issuance of all Settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the

Settlement Administrator shall prepare and provide to Class Counsel and Defendants' Counsel a list of each person who received a Settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

19. Upon the Effective Date of this Order under the Settlement Agreement, all Settling Parties, the Settlement Class, and the Plans shall be bound by the Settlement Agreement and by this Final Approval Order.

IT IS SO ORDERED.

Dated: May 6, 2022



Hon. Iain D. Johnston
United States District Judge

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

ARTUR A. NISTRA,
on behalf of The Bradford Hammacher
Group, Inc. Employee Stock Ownership Plan,
and on behalf of a class of all other persons
similarly situated,

Plaintiff,

v.

RELIANCE TRUST COMPANY,

Defendant.

Case No. 1:16-cv-04773

Hon. Gary Feinerman

Magistrate Judge Sidney I. Schenkier

**FINAL JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF CLASS ACTION SETTLEMENT AND MOTION FOR ATTORNEYS'
FEES, COSTS AND CASE CONTRIBUTION AWARD AND DISMISSAL WITH
PREJUDICE**

Plaintiff Artur Nistra ("Plaintiff" or "Class Representative") has submitted a Motion for Final Approval of the Settlement set forth in the Class Action Settlement Agreement dated December 17, 2019 (the "Settlement Agreement"). Plaintiff's Counsel has also submitted to the Court their Motion for Attorneys' Fees, Costs and Case Contribution Award.

On January 9, 2020 and March 12, 2020, this Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement (Dkt. 267, 273.) This Court also modified the class definition which had been previously certified; approved the procedure for giving Class Notice to the members of the Settlement Class; and set a Final Approval Hearing to take place on June 17, 2020. (*Id.*) The Court finds that due and adequate notice was given to the Settlement Class as required in the Court's Order.

The Court has reviewed the papers filed in support of the Motion for Final Approval,

including the Settlement Agreement and exhibits thereto, memoranda and arguments submitted on behalf of the Settlement Class, and supporting declarations.

On June 19, 2020, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing the Settlement Class Members' Released Claims on the merits and with prejudice; and (3) whether and in what amount to award attorneys' fees and expenses to Plaintiff's counsel and any award to the Named Plaintiff for his representation of the Class.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Settlement Agreement.
2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members, and venue in this Court is proper.
3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.
4. **Settlement Class.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally certifies this Action as a class action, with the Class defined as: all

persons other than the September 30, 2013 selling shareholders (including their beneficiaries, heirs, and assign), who are current or former participants in The Bradford Hammacher Group, Inc. Employee Stock Ownership Plan, whether or not they were vested.

5. **Designation of Class Representatives and Class Counsel.** The Court confirms the prior appointments of Plaintiff Artur Nistra as Class Representative, and the law firms of Bailey & Glasser LLP and Izard, Kindall & Raabe, LLP as Class Counsel.

6. **Settlement Approval.** Pursuant to Rule 23(e), this Court hereby approves the Settlement and finds that it is, in all respects, fair, reasonable and adequate to the Parties. The Court further finds that the Settlement is the result of good faith arm's length negotiations between experienced counsel representing the interests of the Parties. Accordingly, the Settlement is hereby finally approved in all respects, there is no just reason for delay, and the Parties are hereby directed to perform its terms.

7. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Settlement Class Members, and the Released Claims are hereby dismissed in their entirety with prejudice and without costs, and the case shall be closed pursuant to Paragraph 20 of this Order.

8. **Releases.** The releases as set forth in section 3 of the Settlement Agreement together with the definitions in paragraphs 1.32-1.35 relating thereto are expressly incorporated herein in all respects and made effective by operation of this Judgment. The Court hereby approves the release provisions as contained and incorporated in section 3 of the Settlement Agreement, including but not limited to the definitions of Released Claims, Released Parties and Releasees. The Settlement Class Members and the Plan shall be deemed to have, and by operation of the Judgment shall have, fully, finally and forever released, relinquished and

discharged all Released Claims against the Released Parties..

9. **Covenant Not to Sue.** Plaintiff and all members of the Settlement Class are hereby barred and enjoined from filing any claim or action against any Released Party based on a Released Claim. The foregoing provision shall be a complete defense to any such lawsuit or claims against any of the Releasees. Defendant is hereby barred and enjoined from filing any claim or action against: (i) the Named Plaintiff or the original named Plaintiff Altavia Matthews released under Section 3.4 of the Settlement Agreement; (ii) Bradford Hammacher any action or claim released under Section 3.5 of the Settlement Agreement; and (iii) the Selling Shareholders/Directors any action or claim released under Section 3.6 of the Settlement Agreement.

10. **Approval of Class Notice.** The form and means of disseminating the Class Notice as provided for in the orders granting preliminary approval of class action settlement and proposed notice of settlement constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said Notice fully satisfied the requirements of Rule 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.

11. **Attorneys' Fees and Expenses.** Plaintiff and Plaintiff's counsel have moved for an award of attorneys' fees in the amount of \$2,640,000 and costs and expenses of \$638,162.83. The Court has considered this application separately from this Judgment. The Court finds that an award of \$2,640,000 in attorneys' fees, and \$638,162.83 in costs and expenses is fair and reasonable, and the Court approves of Plaintiff's counsels' attorneys' fees, costs and expenses in these amounts to be paid from the Class Settlement Amount.

12. The Court further finds that a Case Contribution Award for Mr. Nistra in the

amount of \$25,000 is fair and reasonable, and the Court approves of the Case Contribution Award in this amount. The Court directs the Settlement Administrator to disburse this amount to Mr. Nistra from the Class Settlement Amount as provided in the Settlement Agreement.

13. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Reliance Trust Company. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement Agreement.

14. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order.

15. **Termination of Settlement.** This Settlement Agreement may be terminated by any of the Parties if (i) the Court declines to approve the Settlement by entering the Final Order, or (ii) the Final Order entered by the Court is reversed or modified in any material respect by any Appeal Proceeding, provided that the terminating party, within fourteen (14) calendar days from the date of such event, furnishes written notice to Plaintiff's counsel or Defendant's counsel or

the Company's counsel or the Selling Shareholders/Director's counsel, as the case may be, of the termination of this Settlement, specifying the terms modified or not approved that give rise to the right to terminate.

If the Settlement Agreement is terminated, the following shall occur: (i) Plaintiff's counsel or Defendant's counsel shall promptly after the date of termination of the Settlement Agreement notify the Court and return any Settlement Amount to the Defendant, except for amounts disbursed or incurred pursuant to Section 8.1 of the Settlement Agreement; (ii) the Action shall for all purposes revert to its status as of the day immediately before December 17, 2019, and the Parties shall request a scheduling conference with the Court; and (iii) the Settlement shall be deemed void and of no further force and effect.

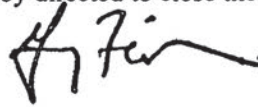
16. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Agreement.

17. **Reasonable Extensions.** Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Agreement.

18. **CAFA Notice.** Reliance Trust Company has provided notification to all appropriate federal and state officials regarding the Settlement as required by 28 U.S.C. § 1715.

19. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.

20. **Action Closed.** The Clerk of the Court is hereby directed to close the Lawsuit.



Dated: 6/19/2020

THE HON. GARY FEINERMAN
UNITED STATES DISTRICT JUDGE