

EXHIBIT 4

E-FILED

Jun 10, 2016 4:05 PM

David H. Yamasaki

Chief Executive Officer/Clerk

Superior Court of CA, County of Santa Clara

Case #1-12-CV-232227 Filing #G-84422

By R. Walker, Deputy

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7
8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SANTA CLARA

10 BRENT T. ROBINSON, et al., Individually
and on Behalf of All Others Similarly Situated,

11 Plaintiffs,

12 vs.

13 AUDIENCE, INC., et al.,

14 Defendants.

) Case No. 1:12-cv-232227

) CLASS ACTION

) [~~PROPOSED~~] JUDGMENT

) DATE ACTION FILED: 09/13/12

1 WHEREAS, the Court is advised that the Settling Parties, through their counsel, have agreed,
2 subject to Court approval following notice to the Class and a hearing, to settle this Litigation upon the
3 terms and conditions set forth in the Stipulation of Settlement dated October 19, 2015 (the
4 “Stipulation”), which was filed with the Court;¹ and

5 WHEREAS, on December 11, 2015, the Court entered its Order Preliminarily Approving
6 Settlement and Providing for Notice, which preliminarily approved the Settlement, and approved the
7 form and manner of notice to the Class of the Settlement; and

8 WHEREAS, said notice has been made to the Class; and

9 WHEREAS, on May __, 2016, the Court issued an Order approving the Settlement, the Plan of
10 Allocation, the requested attorneys’ fees and expenses, and incentive awards to Class Representatives
11 Brent Robinson and Dorothy Kasian.

12 NOW, THEREFORE, based upon the Stipulation and all of the filings, records, and proceedings
13 herein, and it appearing to the Court upon examination that the Settlement set forth in the Stipulation is
14 fair, reasonable and adequate after notice to the Class of the Settlement and the Judgment should be
15 entered in this Litigation;

16 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

17 A. The provisions of the Stipulation, including definitions of the terms used therein, are
18 hereby incorporated by reference as though fully set forth herein.

19 B. This Court has jurisdiction of the subject matter of this Litigation and over all of the
20 Settling Parties and all Members of the Class.

21 C. The form, content, and method of dissemination of notice given to the Class was
22 adequate and reasonable and constituted the best notice practicable under the circumstances, including
23 individual notice to all Class Members who could be identified through reasonable effort.

24 D. Notice, as given, complied with the requirements of California law, satisfied the
25 requirements of due process and constituted due and sufficient notice of the matters set forth herein.

26 E. The Settlement set forth in the Stipulation is fair, reasonable, and adequate.

27 _____
28 ¹ All defined terms shall have the same meanings as set forth in the Stipulation.

1 **IT IS HEREBY ORDERED THAT:**

2 1. The Settlement on the terms set forth in the Stipulation is finally approved as fair,
3 reasonable, and adequate. The Settlement shall be consummated in accordance with the terms and
4 provisions of the Stipulation. The Settling Parties are to bear their own costs, except as otherwise
5 provided in the Stipulation.

6 2. All Released Parties are released in accordance with the Stipulation.

7 3. Upon the Effective Date, Class Representatives and each Class Member shall be deemed
8 to have, and by operation of this Judgment shall have, to the fullest extent permitted by law, fully,
9 finally, and forever released, waived, relinquished, and discharged all Released Claims against the
10 Released Parties, whether or not such Class Member executes and delivers a Proof of Claim, and
11 whether or not such Class Member shares in the Settlement Fund.

12 4. Upon the Effective Date, each and every Class Member and any Person claiming through
13 or on behalf of them will be permanently and forever barred and enjoined from commencing,
14 instituting, prosecuting, or continuing to prosecute any action or other proceeding in any court of law or
15 equity, arbitration tribunal, administrative forum, or any other forum, asserting the Released Claims
16 against any of the Released Parties, and whether or not such Class Member executes and delivers a
17 Proof of Claim, and whether or not such Class Member shares in the Settlement Fund.

18 5. Upon the Effective Date, each of the Released Parties shall be deemed to have, and by
19 operation of this Judgment shall have, fully, finally, and forever released Plaintiffs, Plaintiffs' Counsel,
20 and each and all of the Class Members from all Settled Defendants' Claims.

21 6. All Class Members who have not made their objections to the Settlement in the manner
22 provided in the Notice are deemed to have waived any objections by appeal, collateral attack, or
23 otherwise.

24 7. All Class Members who have failed to properly file requests for exclusion (requests to
25 opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final
26 Judgment.

27 8. All other provisions of the Stipulation are incorporated into this Judgment as if fully
28 rewritten herein.

1 9. Neither the Stipulation nor the Settlement, nor any act performed or document executed
2 pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be, or may
3 be used as, a presumption, concession, or admission of, or evidence of, the validity of any Released
4 Claim or of any wrongdoing or liability of the Defendants and their Related Persons; or (b) is or may be
5 deemed to be, or may be used, as a presumption, concession, or admission of, or evidence of, any fault
6 or omission of any of the Defendants and their Related Persons in any civil, criminal or administrative
7 proceeding in any court, administrative agency or other tribunal; or (c) is or may be deemed to be an
8 admission or evidence that any claims asserted by Plaintiffs were not valid in any civil, criminal or
9 administrative proceeding. Defendants and their Related Persons may file the Stipulation and/or the
10 Judgment in any action that may be brought against them in order to support a defense or counterclaim
11 based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or
12 reduction, or any other theory of claim preclusion or issue preclusion or similar defense or
13 counterclaim.

14 10. The Court hereby finds and concludes that the formula for the calculation of the claims
15 of Authorized Claimants, which is set forth in the Notice of Proposed Settlement of Class Action (the
16 “Notice”) sent to Class Members, provides a fair and reasonable basis upon which to allocate the
17 proceeds of the Net Settlement Fund established by the Stipulation among Class Members, with due
18 consideration having been given to administrative convenience and necessity.

19 11. The Court awarded attorneys’ fees of 30% of the Settlement Fund or \$1,815,000, and
20 expenses in the amount of \$96,181.79, shall be paid to Class Counsel together with the interest earned
21 for the same time period and at the same rate as that earned on the Settlement Fund until paid, subject to
22 the terms, conditions, and obligations of the Stipulation, which terms, conditions and obligations are
23 incorporated herein.

24 12. The incentive awards of \$2,500 to each of the Class Representatives shall be paid out of
25 the Settlement Fund.

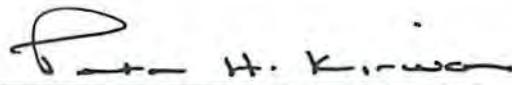
26 13. In the event that the Stipulation is terminated in accordance with its terms: (i) this
27 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*; and (ii) this Litigation
28 shall proceed as provided in the Stipulation.

1 14. Without affecting the finality of this Judgment in any way, this Court retains continuing
2 jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement
3 Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and
4 determining applications for attorneys' fees, interest, and expenses in the Litigation; and (d) all parties
5 hereto for the purpose of construing, enforcing, and administering the Settlement.

6 15. The Court finds that during the course of the Litigation, the Settling Parties and their
7 respective counsel at all times acted professionally and in compliance with California Code of Civil
8 Procedure §128.7, and all similar statutes or court rules with respect to any claims or defenses in the
9 Litigation.

10 IT IS SO ORDERED.

11 DATED: 6/10/16


HONORABLE PETER H. KIRWAN
JUDGE OF THE SUPERIOR COURT

13 Submitted by:

14 ROBBINS GELLER RUDMAN
15 & DOWD LLP
16 JOHN K. GRANT

17
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EXHIBIT 5

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 24 2014

ALAN CARLSON, Clerk of the Court

1198036

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Lead Counsel for Plaintiffs

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11
12 COUNTY OF ORANGE

13 In re EPICOR SOFTWARE CORPORATION) Case No. 30-2011-00465495-CU-BT-CXC
SHAREHOLDER LITIGATION)

CLASS ACTION

14 This Document Relates To:)
15)

Assigned to: Judge Steven L. Perk

16 ALL ACTIONS.)

^{TPC}
[PROPOSED] ORDER AWARDING
PLAINTIFFS' COUNSEL ATTORNEYS'
FEES AND EXPENSES

DATE: October 24, 2014
TIME: 10:30 a.m.
CTRM: The Honorable Steven L. Perk
DEPT: CX105
DATE ACTION FILED: 04/08/11

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1 THIS MATTER having come before the Court on October 24, 2014, on the application of
2 Plaintiffs' Counsel for an award of attorneys' fees and expenses incurred in the litigation; the Court
3 having considered all papers filed and proceedings conducted herein, and having found the settlement
4 of this litigation to be fair, reasonable, and adequate and otherwise being fully informed in the premises
5 and good cause appearing therefore;

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

7 1. All capitalized terms used herein shall have the same meanings as set forth in the
8 Amended Stipulation of Settlement dated May 6, 2014 (the "Stipulation").

9 2. This Court has jurisdiction over the subject matter of the application and all matters
10 relating thereto, including all members of the Class.

11 3. The Court hereby awards Plaintiffs' Counsel attorneys' fees of 30% of the Settlement
12 Fund, together with the interest earned thereon for the same time period and at the same rate as that
13 earned on the Settlement Fund. The Court also awards Plaintiffs' Counsel \$379,922.89 in expenses,
14 plus interest on such expenses at the same rate and for the same time period as earned by the Settlement
15 Fund.

16 4. The awarded attorneys' fees and expenses shall be paid to Robbins Geller Rudman &
17 Dowd LLP ("Robbins Geller") from the Settlement Fund immediately after the date this Order is
18 executed subject to the terms and conditions of the Stipulation.

19 5. The awarded attorneys' fees shall be allocated by Robbins Geller among Plaintiffs'
20 Counsel in a manner which they, in good-faith believe, reflects the contribution of such counsel to the
21 prosecution and settlement of the litigation. The Court finds that the fees awarded are fair and
22 reasonable under the percentage-of-recovery method.

1 6. Plaintiffs Donald Field, Lawrence Frazer, James Kline, Joseph Tola and Norman Watt
2 are hereby awarded \$1,000.00 each from the Settlement Fund for their time and service in representing
3 the Class.

4 IT IS SO ORDERED.

5 DATED: 24 October 2014


6 HONORABLE THERRY PATRICK COLAW
7 JUDGE OF THE SUPERIOR COURT

7 Submitted by:

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EXHIBIT 6

E-FILED

Aug 22, 2014 1:03 PM

David H. Yamasaki

Chief Executive Officer/Clerk

Superior Court of CA, County of Santa Clara

Case #1-07-CV-084838 Filing #G-65486

By R. Walker, Deputy

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SANTA CLARA COUNTY SUPERIOR COURT
STATE OF CALIFORNIA

ERIC PATON, an individual, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

ADVANCED MICRO DEVICES, INC., a
Delaware corporation; and DOES 1
through 50, INCLUSIVE

Defendant.

Case No. 1-07-CV-084838

CLASS ACTION

~~PROPOSED~~ FINAL APPROVAL
ORDER AND JUDGMENT

Judge: Hon. Peter H. Kirwan

Case Filed: April 27, 2007

1 Plaintiff Eric Paton ("Plaintiff") brings this class action on behalf of himself and all persons
2 formerly employed by defendant Advanced Micro Devices, Inc.'s ("AMD") California locations who,
3 on or after April 27, 2003, forfeited partially or fully accrued and unused vacation time in the form of a
4 paid sabbatical upon termination of employment. According to the Complaint, AMD has a uniform
5 written sabbatical policy that provides, in pertinent part, that "all regular salaried (exempt) employees
6 who work at least 80 hours per pay period are eligible for an eight-week sabbatical at regular pay after
7 every seven years of credited service. Employees normally working at least 40 hours a pay period are
8 eligible for a prorated sabbatical." AMD's uniform sabbatical policy also provides, "employees who
9 terminate and have not taken their sabbatical forfeit their eligibility."

10 Plaintiff was an employee of AMD from June 6, 1997 until July 22, 2005 at AMD's Sunnyvale,
11 California location. For the majority of his employment he held the title of Senior Process
12 Development Engineer. Plaintiff became eligible for an eight-week sabbatical on June 9, 2004, but it
13 was delayed by AMD for "business reasons." Plaintiff's employment relationship with AMD ended
14 prior to the start of the sabbatical and Plaintiff was not compensated for the sabbatical. Based on
15 AMD's uniform policies, Plaintiff believes that AMD, in each instance, refuses to compensate its
16 employees for their fully or partially earned and unused vacation time in the form of sabbatical when an
17 employee's employment relationship with AMD ends prior to taking the sabbatical.

18 The Complaint, filed on April 27, 2007, sets forth the following causes of action: (1)
19 Nonpayment of Wages (Violation of California Labor Code section 227.3); (2) Waiting Time Penalties
20 (Violation of California Labor Code sections 202-203); (3) Unlawful Business Acts and Practices
21 (Violation of California Business and Professions Code section 17200, et seq.); (4) Unfair Business
22 Acts and Practices (Violation of California Business and Professions Code section 17200, et seq.); (5)
23 Breach of Contract; (6) Unjust Enrichment; and (7) Declaratory and Injunctive Relief (California Code
24 of Civil Procedure Sections 526 and 1060 and Civil Code section 3422).

25 On or about September 3, 2008, the Court certified the following class: "All salaried employees
26 of Advanced Micro Devices, Inc. who (a) worked for AMD's California locations while residing in
27 California; (b) terminated on or after April 27, 2003; (c) did not sign a release; and (d) were not paid for
28

1 a sabbatical benefit.” On November 12 and 25, 2008, the Court issued orders regarding notice to the
2 class.

3 On May 8, 2009, AMD moved for summary judgment, or alternatively summary adjudication of
4 all class claims and Plaintiff’s individual claims. On June 9, 2009, the Court denied the motion for
5 summary judgment, but granted the motion for summary adjudication against the class claims on all
6 causes of action and all of Plaintiff’s causes of action except for the fifth cause of action for breach of
7 contract. Plaintiff appealed, and on August 5, 2011, the Court of Appeal reversed the grant of summary
8 adjudication, holding that the record did not resolve, as a matter of law, whether the eight-week leave
9 was intended as a sabbatical with a specific purpose or whether it was intended as additional vacation
10 for longer term employees. (See *Paton v. AMD* (2011) 197 Cal.App.4th 1505, 1523-1525.)

11 On July 19, 2013, the Court granted Plaintiff’s motion to expand the class definition, extending
12 the class period cutoff date from December 8, 2008 to September 1, 2013 and adding two subclasses.

13 Under the terms of the proposed settlement, AMD will pay \$5.2 million (the “Maximum
14 Settlement Amount”), which includes \$1,733,333 in attorney’s fees, \$88,550 in litigation costs, a
15 \$10,000 class representative payment, and \$20,000 in claims administration expenses. The remaining
16 \$3,348,117 (“Net Settlement Proceeds”) will be distributed among Class Members who submit a timely,
17 valid Claim Form based on information provided by AMD to the Settlement Administrator regarding
18 unpaid sabbatical benefits for each claiming Class Member.

19 The terms of the settlement are set forth in the Stipulation of Settlement and Release
20 (“Stipulation of Settlement”). Exhibit 1 to the Stipulation of Settlement is a sample Claim Form;
21 Exhibit 2 is a sample of the Class Notice; Exhibit 3 is a sample reminder postcard; Exhibit 4 is the “Plan
22 of Allocation” of settlement proceeds; Exhibit 5 is a “Remainder Schedule.” The Plan of Allocation has
23 five steps: (1) determine individual claim amount by multiplying the final daily rate of pay by the
24 number of earned but unused sabbatical days (the “Individual Claim Amount”); (2) adjust individual
25 claim amounts for subclass members by multiplying their Individual Claim Amounts by 66 2/3% (the
26 “Adjusted Subclass Member Individual Claim Amount”); (3) add all Individual Claim Amounts and
27 Adjusted Subclass Member Individual Claim Amounts together (the “Total Claim Amount”); (4) divide
28 each AMD Class Member’s Individual Claim Amount and Adjusted Subclass Member Individual

1 Claim Amount by the Total Claim Amount to determine each Class Member's "Percentage Share"; and
2 (5) multiply each Class Member's Percentage Share by the Net Settlement Proceeds to determine each
3 "Estimated Individual Settlement Payment."

4 To determine any remainder to AMD based on the Remainder Schedule, the Settlement
5 Administrator will determine the "Claimant Claim Rate" (total Estimated Individual Settlement
6 Payments claimed by Claimants divided by Net Settlement Proceeds) and apply the Claimant Claim
7 Rate to the Remainder Schedule to determine the Remainder that will be subtracted from the Net
8 Settlement Proceeds. According to Plaintiff, if the total of the Estimated Individual Settlement
9 Payments is less than 50% of the Net Settlement Proceeds, a portion of the Remainder will be divided
10 among and added to the Individual Settlement Payments, and the balance of the Remainder will be
11 retained by AMD.

12 On April 4, 2014, the Court continued Plaintiff's motion for preliminary approval of class action
13 settlement and requested supplemental briefing on: (1) the strength of Plaintiff's claims; and (2) the
14 amount of time and energy Plaintiff expended in pursuit of the lawsuit in support of the class
15 representative payment. The Court also ordered modification of the Notice to include the right of Class
16 Members not opting-out to enter an appearance through counsel.

17 On April 24, 2014, Plaintiff filed supplemental papers addressing some of the issues raised by
18 the Court following submission of the original papers. After reviewing the supplemental papers
19 submitted, this Court granted preliminary approval of the class action settlement on May 16, 2014.

20 Discussion

21 Plaintiff now moves for final approval of the class action settlement, \$1,733,333 in attorney's
22 fees, \$88,550 in litigation costs, net settlement proceeds to the class totaling \$3,348,117, a \$10,000 class
23 representative payment and \$20,000 in claims administration expenses.

24 "The well-recognized factors that the trial court should consider in evaluating the reasonableness
25 of a class action settlement agreement include 'the strength of plaintiffs' case, the risk, expense,
26 complexity and likely duration of further litigation, the risk of maintaining class action status through
27 trial, the amount offered in settlement, the extent of discovery completed and the stage of the
28 proceedings, the experience and views of counsel, the presence of a governmental participant, and the

1 reaction of the class members to the proposed settlement.’ [Citations.] This list ‘is not exhaustive and
2 should be tailored to each case.’ [Citation.]” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168
3 Cal.App.4th 116, 128.) “[A] presumption of fairness exists where: (1) the settlement is reached through
4 arm’s-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
5 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
6 small. [Citation.]” (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802.)

7 As noted in the preliminary approval papers, the settlement is entitled to a presumption of
8 fairness. The settlement was reached through arm’s-length bargaining with the assistance of mediator
9 Mark Rudy in February and October of 2013. The case has been vigorously litigated over the course of
10 many years, with significant discovery, law and motion practice, and appellate work. Regarding
11 counsels’ experience, Plaintiff’s counsel submits that they are involved in numerous class action and
12 complex cases.

13 Although [t]here is usually an initial presumption of fairness when a proposed class settlement
14 ... was negotiated at arm’s length by counsel for the class, ... it is clear that the court should not give
15 rubber-stamp approval. Rather, to protect the interests of absent class members, the court must
16 independently and objectively analyze the evidence and circumstances before it in order to determine
17 whether the settlement is in the best interests of those whose claims will be extinguished. To make this
18 determination, the factual record before the ... court must be sufficiently developed... . The proposed
19 settlement cannot be judged without reference to the strength of plaintiffs’ claims. The most important
20 factor is the strength of the case for plaintiffs on the merits, balanced against the amount offered in
21 settlement. The court must stop short of the detailed and thorough investigation that it would undertake
22 if it were actually trying the case, but nonetheless it must eschew any rubber stamp approval in favor of
23 an independent evaluation.” (*Kullar*, supra, 168 Cal.App.4th at p. 130, internal citations and quotation
24 marks omitted.)

25 As noted in the moving papers, Notice of the Settlement was mailed to over 1800 potential
26 Class Members containing a description of the nature of the litigation, the specific terms of the
27 settlement and the manner in which the net settlement proceeds are to be allocated and distributed.
28 Notably, the Notice also advised the potential Class Members of their right to object and the procedures

1 for objecting. Although numerous potential claimants have responded, the Court is not aware of any
2 single individual objecting to the terms and conditions of the settlement.

3 The \$1,733,333 attorney's fee award represents 1/3 of the Maximum Settlement Amount, which
4 the Court earlier noted was not an uncommon contingency fee percentage. Clearly, the record indicates
5 that this case has been actively litigated over a period of years, including an appeal. At the time of the
6 preliminary approval, the Court advised Plaintiff's counsel that they should provide adequate billing
7 records in support of a lodestar cross-check prior to final approval. In response to the Court's request,
8 Plaintiff's counsel submitted an Application for Approval of Attorney's fees and expenses together with
9 a separate memorandum of points and authorities and supporting declarations. Class counsel submits
10 that they expended over 5528 hours and incurred \$88,550 in costs and expenses prosecuting the subject
11 litigation. Furthermore, class counsel indicated that their hourly rates were between \$400 and \$715 per
12 hour for the attorneys who worked on the case. Declarations were submitted by Eric J. Sidebotham and
13 Edward M. Gergosian indicating the hourly rates for their respective firms and breaking down the hours
14 and rates per attorney/clerk/paralegal. Class counsel further argues that the reasonableness of their
15 respective rates is supported by a comparison of the rates charged by defense counsel. After a review of
16 the records submitted as well as the pleadings and declarations, the Court finds that the fee award is not
17 greatly disproportionate to the actual lodestar, supporting the reasonableness of the award. In addition,
18 a detailed breakdown of the time spent was provided by class counsel pursuant to the Court's request.
19 The Court finds that given the complexity, length, quality of representation and the contingency nature
20 of the fee arrangement, the fees requested are properly supported by the documentation provided and
21 are reasonable. The Court further finds support for the costs incurred in the sum of \$88,550.

22 Regarding the \$10,000 award to Plaintiff Eric Paton, counsel maintains that Mr. Paton was
23 actively involved in the class litigation and expended significant time and effort to assist in the
24 prosecution as set forth in his Declaration submitted with Plaintiff's request for Preliminary Approval.
25 Taking into account the risks associated with initiating the litigation as well as the time invested, the
26 Court finds that the Plaintiff adequately supports the reasonableness of the enhancement payment of
27 \$10,000.

28

1 Regarding the settlement administration costs, Ms. Stacey Roe submits in her declaration that
2 the total cost for the administration of the settlement including fees already incurred and future costs
3 for completion of the administration is estimated to be \$20,000. Additionally, Ms. Roe details in her
4 declaration that Notices and Claims forms have already been sent out to 1814 potential claimants and
5 close to 50% have been completed and returned. She also notes that there have been only three
6 exclusion letters and no objections received to the class settlement. The Court finds the administrator's
7 fee of \$20,000 to be reasonable.

8 In light of the above-mentioned, due and adequate notice having been given to the Class
9 Members as required by the Court's Preliminary Approval order, and the Court having considered all
10 papers filed and proceedings herein, and having received no objections to the Settlement, and
11 determining that the settlement is fair, adequate, and reasonable, and otherwise being fully informed
12 and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. For the reasons set forth in the Preliminary Approval order, which are adopted herein by
14 reference, this Court finds that the requirements of California Code of Civil Procedure section 382 and
15 rule 3.769 of the California Rules of Court have been satisfied. The Court hereby makes final its earlier
16 provisional certification of the Class, as set forth in the Preliminary Approval order.

17 2. This Final Approval Order and Judgment incorporates by reference the definitions in the
18 Stipulation of Settlement, and all terms used herein shall have the same meanings as set forth in the
19 Stipulation of Settlement.

20 3. This Court has jurisdiction over the subject matter of the Lawsuit and over all parties to
21 the Lawsuit, including all Class Members.

22 4. The Notice fully and accurately informed Class Members of all material elements of the
23 proposed Settlement and of their opportunity to submit claims, request exclusion, object to, or comment
24 thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to
25 all Class Members; and complied fully with the laws of the State of California, the United States
26 Constitution, and due process. The Notice fairly and adequately described the Settlement and provided
27 Class Members adequate instructions and a variety of means to obtain additional information. All Class
28 Members were given a full and fair opportunity to participate in the Final Approval hearing, and all

1 members of the Class wishing to be heard have been heard. Accordingly, the Court determines that all
2 Class Members who did not timely and properly opt out of the Settlement are bound by this Final
3 Approval Order and Judgment.

4 5. The Court has considered all relevant factors for determining the fairness of the
5 Settlement and has concluded that all such factors weigh in favor of granting final approval. In so
6 finding, the Court has considered all evidence presented, including evidence regarding the strength of
7 the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of
8 further litigation; the amount offered in settlement; the extent of investigation and discovery completed;
9 and the experience and views of Class Counsel. The Court has also considered the absence of objection
10 to the Settlement.

11 6. Accordingly, the Court hereby approves the Settlement set forth in the Stipulation of
12 Settlement, including the Plan of Allocation, and finds that said Settlement is, in all respects, fair,
13 reasonable and adequate, and the Parties are hereby directed to perform its terms.

14 7. Upon the Payment Obligation and Class Release Date, the Plaintiff and each of the Class
15 Members who did not timely and properly opt out of the Settlement shall be deemed to have, and by
16 operation of this Final Approval Order and Judgment shall have, fully, finally, and forever released,
17 relinquished, and discharged all Class Released Claims against the Released Parties.

18 8. All Class Members who did not timely and properly opt out of the Settlement are hereby
19 forever barred and enjoined from prosecuting the Class Released Claims against the Released Parties.
20 Judgment is hereby entered whereby Plaintiff and all Class Members who did not timely and properly
21 opt out of the Settlement shall take nothing from Defendant except as expressly set forth in the
22 Stipulation of Settlement and this Final Approval Order and Judgment.

23 9. The Court orders that AMD shall pay, or cause to be paid, the sum of \$1,733,333 in
24 attorneys' fees and the sum of \$88,550 in expenses to Class Counsel in accordance with, and subject to
25 the terms and conditions of the Stipulation of Settlement.

26 10. The Court orders that AMD shall pay, or cause to be paid, the Service Payment in the
27 sum of \$10,000 to plaintiff Eric Paton for his service prosecuting this action on behalf of the Class.
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1 11. The Court approves Administration Costs in the sum of \$20,000 to Rust Consulting, Inc.
2 ("Rust").

3 12. Neither the Stipulation of Settlement nor the Settlement contained therein, nor any act
4 performed or document executed pursuant to or in furtherance of the Stipulation of Settlement or the
5 Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity
6 or lack thereof of any Class Released Claim, or of any wrongdoing or liability of the Defendant or any
7 Released Party; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any
8 fault or omission of any of the Defendant or any Released Party in any civil, criminal or administrative
9 proceeding in any court, administrative agency or other tribunal. The Released Parties may file the
10 Stipulation of Settlement and/or this Final Approval Order and Judgment in any action that may be
11 brought against them in order to support a defense or counterclaim based on principles of *res judicata*,
12 collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim
13 preclusion or issue preclusion or similar defense or counterclaim.

14 13. Without affecting the finality of this Final Approval Order and Judgment in any way,
15 this Court hereby retains continuing jurisdiction over: (a) implementation of this Settlement; and (b) all
16 parties hereto for the purpose of construing, enforcing and administering the Stipulation of Settlement.

17 14. In the event that the Settlement does not become effective in accordance with the terms
18 of the Stipulation of Settlement, then this Final Approval Order and Judgment shall be rendered null
19 and void to the extent provided by and in accordance with the Stipulation of Settlement and shall be
20 vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null
21 and void to the extent provided by and in accordance with the Stipulation of Settlement.

22 In light of the above-mentioned, the Motion for Final Approval of Class Action Settlement is
23 GRANTED. IT IS SO ORDERED.

24 DATED: 8/22/14 Peter H. Kirwan
25 THE HONORABLE PETER H. KIRWAN
SUPERIOR COURT JUDGE

26 ///

27 ///

28 ///

1 Submitted by:

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21 APPROVED AS TO FORM:

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Attorneys for Defendant,
ADVANCED MICRO DEVICES, INC.

EXHIBIT 7

ORIGINAL

F I L E D
Clerk of the Superior Court

JUN 28 2012

By: R. LINDSEY-COOPER, Deputy

JUN 8 12 PM '12

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

WEST PALM BEACH POLICE PENSION
FUND, Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

vs.

CARDIONET, INC., ARIE COHEN, JAMES
M. SWEENEY, MARTIN P. GALVAN, FRED
MIDDLETON, WOODROW MYERS JR.,
M.D., ERIC N. PRYSTOWSKY, M.D., HARRY
T. REIN, ROBERT J. RUBIN, M.D., RANDY
H. THURMAN, BARCLAYS CAPITAL, INC.,
CITIGROUP GLOBAL MARKETS INC.,
LEERJNK SWANN LLC, THOMAS WEISEL
PARTNERS LLC, BANC OF AMERICA
SECURITIES LLC and COWEN AND
COMPANY,

Defendants.

Case No. 37-2010-00086836-CU-SL-CTL

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT OF DISMISSAL WITH
PREJUDICE**

Date: June 22, 2012
Time: 8:30 a.m.
Dept: C-65

Judge: Hon. Joan M. Lewis
Complaint Filed: March 5, 2010
Trial Date: June 15, 2012 [vacated]

1 **FINAL APPROVAL ORDER AND JUDGMENT OF DISMISSAL WITH PREJUDICE**

2 WHEREAS, the Court is advised that the Parties,¹ through their counsel, have agreed, subject
3 to Court approval following notice to the Class and a hearing, to settle this Action (the "Action") upon
4 ~~the terms and conditions set forth in the Stipulation and Agreement of Settlement (the "Stipulation")~~
5 which was filed with the Court; and

6 WHEREAS, the Court entered its Order Preliminarily Approving Settlement and Confirming
7 Final Settlement Hearing which conditionally certified the Settlement Class and preliminarily
8 approved notice to the Class (including notice of the proposed Settlement and of a fairness hearing
9 thereon), and said notice has been made, and the fairness hearing has been held; and

10 NOW, THEREFORE, based upon the Stipulation and all of the filings, records and
11 proceedings herein, and it appearing to the Court upon examination that the Stipulation and Settlement
12 are fair, reasonable and adequate, and upon a Settlement Fairness Hearing having been held after
13 notice to the Class of the proposed Settlement to determine if the Stipulation and Settlement are fair,
14 reasonable and adequate and whether a Final Approval Order and Judgment of Dismissal with
15 Prejudice should be entered in this Action based upon the Stipulation;

16 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

17 A. The provisions of the Stipulation, including definitions of the terms used therein, are
18 hereby incorporated by reference as though fully set forth herein.

19 B. This Court has jurisdiction of the subject matter of this Action and over all of the
20 Parties and all members of the Class.

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24 ¹ As used herein, the term "Parties" means Plaintiff West Palm Beach Police Pension Fund
25 ("Plaintiff"), on behalf of itself and the Class (as defined herein), and Defendants: CardioNet, Inc.
26 ("CardioNet" or the "Company"); current and former CardioNet officers and/or directors Arie Cohen,
27 James M. Sweeney, Martin P. Galvan, Fred Middleton, Woodrow Myers Jr., M.D., Eric N. Prystowsky,
28 M.D., Harry T. Rein, Robert J. Rubin, M.D., and Randy H. Thurman (the "Individual Defendants"); and
underwriters Citigroup Global Markets Inc., Leerink Swann LLC, Thomas Weisel Partners LLC, Banc
of America Securities LLC, Cowen and Company and Barclays Capital, Inc. (collectively, with the
Individual Defendants and CardioNet, "Defendants").

1 C. All of the requirements for class certification under California law are met, and
2 therefore this Action is properly maintained as a class action for purposes of settlement and the Class
3 is properly certified. The Class is defined as:

4 All Persons who purchased or acquired CardioNet's common stock
5 pursuant or traceable to the Company's registration statements and
6 prospectuses, as amended (collectively, the "Registration Statements"),
7 filed with the Securities and Exchange Commission ("SEC") in
8 connection with CardioNet's March 25, 2008 initial public offering
9 ("IPO") and/or its August 6, 2008 secondary stock offering ("Secondary
10 Offering"), and who claim to have been damaged thereby. Excluded from
11 the Class are Defendants, the officers and directors of the Company, at all
12 relevant times, members of their immediate families and their legal
13 representatives, heirs, successors or assigns and any entity in which
14 Defendants have or had a majority interest. Also excluded from the Class
15 are Persons otherwise meeting the definition of the Class who submit valid
16 and timely requests for exclusion from the Settlement.

17 D. With respect to the Class, the Court finds that:

- 18 i. The members of the Class are so numerous that their joinder in the Action is
19 impracticable. Based on the Company's stock transfer records, the Claims
20 Administrator sent notice to 25,749 putative Class Members. The Class is,
21 therefore, sufficiently numerous to render joinder impracticable. *See, e.g., Int'l*
22 *Molders' and Allied Workers' Local Union No. 164 v. Nelson*, 102 F.R.D. 457,
23 461 (N.D. Cal. 1983) (numerosity generally met if the class consists of more than
24 40 members).
- 25 ii. There are questions of law and fact common to the Class. Those questions
26 include whether the Registration Statements contained misstatements or
27 omissions, whether any misstatements or omissions were material, and whether
28 any misstatements or omissions caused harm to the members of the Class.
- 29 iii. The claims of the Plaintiff are typical of the claims of the Class Members.
30 Plaintiff claims to have acquired CardioNet stock pursuant or traceable to the
31 same Registration Statements as the members of the Class, and it claims that
32 Defendants' conduct with respect to it and the members of the Class was

1 identical. Consequently, Plaintiff claims that it and the other members of the
2 Class sustained damages as a result of the same misconduct by Defendants

3 iv. Plaintiff and Plaintiff's Counsel have fairly and adequately represented and
4 protected the interests of the Class Members. Plaintiff has no interests in

5 conflict with absent members of the Class. The Court is satisfied that Plaintiff's
6 Counsel are qualified, experienced and prepared to represent the Class to the
7 best of their abilities. The law firm of Scott+Scott LLP is hereby appointed
8 Lead Counsel for the Class.

9 v. The questions of law or fact common to the members of the Class predominate
10 over any questions affecting only individual members.

11 E. The form, content and method of dissemination of Notice given to the Class was
12 adequate and reasonable and constituted the best notice practicable under the circumstances, including
13 individual notice to all Class Members who could be identified through reasonable effort.

14 F. Notice, as given, complied with the requirements of California law, satisfied the
15 requirements of due process and constituted due and sufficient notice of the matters set forth herein.

16 G. The Settlement set forth in the Stipulation is fair, reasonable and adequate.

17 i. The Settlement was negotiated vigorously and at arm's-length by the Plaintiff
18 and its experienced counsel on behalf of the Class. The case settled only after:
19 (a) a mediation conducted by a retired U.S. District Court Judge who was
20 thoroughly familiar with this Action; (b) Plaintiff's Counsel conducted an
21 extensive investigation, which included, among other things, a review of
22 CardioNet's press releases, SEC filings, analyst reports, media reports and other
23 publicly disclosed reports and information about the Defendants; (c) the removal
24 of this Action to federal court pursuant to the Securities Litigation Uniform
25 Standards Act and a remand motion to state court (*see West Palm Beach Police*
26 *Pension Fund v. CardioNet, Inc.*, No. 10cv711-L(NLS), 2011 WL 1099815 (S.D.
27 Cal. March 24, 2011)); and (d) the drafting and submission of a highly detailed
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1 First Amended Complaint ("FAC") that survived a demurrer. Accordingly, both
2 the Plaintiff and Defendants were well positioned to evaluate the settlement
3 value of this Action. The Stipulation has been entered into in good faith and is
4 not collusive.

5 ii. If the Settlement had not been achieved, both Plaintiff and Defendants faced the
6 expense, risk, and uncertainty of extended litigation. The Court takes no
7 position on the merits of either Plaintiff's or Defendants' arguments, but notes
8 these arguments as evidence in support of the reasonableness of the Settlement.

9 H. Plaintiff and Plaintiff's Counsel have fairly and adequately represented the interest of
10 the Class Members in connection with the settlement.

11 I. Plaintiff, all Class Members and Defendants are hereby bound by the terms of the
12 Settlement set forth in the Stipulation.

13 **IT IS HEREBY ORDERED THAT:**

14 1. The Stipulation and the Settlement embodied therein are approved as final, fair,
15 reasonable and adequate. The Settlement shall be consummated in accordance with the terms and
16 provisions of the Stipulation. ~~[The Court has duly considered each objection that was filed to the~~
17 ~~proposed Settlement, and each objection is hereby overruled.]~~

18 2. The Action and all claims that are or have ever been contained therein, as well as all of
19 the Settled Claims, are dismissed with prejudice as to the Plaintiff and the Class Members. The
20 Parties are to bear their own costs, except as otherwise provided in the Stipulation.

21 3. All Released Parties as defined in the Stipulation are released in accordance with, and
22 as defined in, the Stipulation.

23 4. Upon the Effective Date hereof, Plaintiff and all members of the Class shall be deemed
24 to have, and by operation of the judgment shall have, absolutely and unconditionally, fully, finally,
25 and forever released, relinquished, and discharged any and all of the Defendants and any and all of
26 their families, parent entities, subsidiaries, associates, affiliates, or successors and each and all of their
27 respective past, present or future officers, directors, executives, partners, stockholders, representatives,
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1 employees, principals, trustees, attorneys, financial or investment advisors, consultants, accountants,
2 auditors, banks or investment bankers, commercial bankers, insurers, reinsurers, advisors or agents,
3 heirs, executors, trusts, general or limited partners or partnerships, personal representatives, estates,
4 administrators, predecessors, successors, indemnitors, indemnitees, divisions, joint ventures, related or

5 affiliated entities, any entity in which any Defendant has a majority interest, assignees, any trust of
6 which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant
7 and/or members of his family, and any other representatives of any of these Persons or entities or their
8 successors ("Released Parties") from, and shall forever be enjoined from suing any or all of the Released
9 Parties for, any and all claims, rights, causes of action, damages, or liabilities whatsoever, fixed or
10 contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured,
11 foreseen or unforeseen, whether class or individual in nature, including both known and unknown
12 (including, but not limited to, Unknown Claims, as defined in the Stipulation), that were asserted or
13 could have been asserted in this Action by Plaintiff or members of the Class against the Released Parties
14 under United States federal, state, local, statutory or common law, or any other law, rule or regulation,
15 whether foreign or domestic based upon, arising out of, or relating to, in any way, (i) the facts and
16 circumstances alleged in the complaints filed in this Action, and (ii) the purchase of CardioNet's
17 common stock pursuant or traceable to the Company's IPO and Secondary Offering Registration
18 Statements. "Settled Claims" also includes any and all claims arising out of, relating to, or in connection
19 with the Settlement or resolution of the Action against the Released Parties (including Unknown
20 Claims), except claims to enforce any of the terms of this Stipulation.

21 5. Upon the Effective Date hereof, Defendants shall be deemed to have, and by operation
22 of the judgment shall have, absolutely and unconditionally, fully, finally, and forever released,
23 relinquished, and discharged any and all claims, rights, causes of action, damages, or liabilities
24 whatsoever, whether based on United States federal, state, local, statutory or common law, or any other
25 law, rule or regulation, whether foreign or domestic, fixed or contingent, accrued or unaccrued,
26 liquidated or unliquidated, at law or in equity, matured or unmatured, foreseen or unforeseen, whether
27 class or individual in nature, including both known claims and Unknown Claims (as defined in the
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1 Stipulation), that have been or could have been asserted in the Action or any other forum by any of the
2 Defendants or the successors or assigns of any of them against Plaintiff, Class Members or their
3 attorneys, which arise out of or relate to the institution, prosecution, or settlement of the Action (except
4 for claims to enforce the terms of the Stipulation) (“Settled Defendants’ Claims”).

5 6. The Releases granted herein shall be effective as a bar to any and all claims within the
6 scope of their express terms and provisions that Plaintiff or any Class Member does not know or suspect
7 to exist in his, her or its favor at the time of the release of the Released Parties, and any Settled
8 Defendants’ Claims that Defendants do not know or suspect to exist in their favor, which if known by
9 him, her or it might have affected his, her or its decision(s) with respect to the Settlement. With respect
10 to any and all Settled Claims and Settled Defendants’ Claims, the Parties stipulate and agree that by
11 operation of this Final Order and Judgment, upon the Effective Date, the Plaintiff and Defendants shall
12 have expressly waived, and each Class Member shall be deemed to have waived, and by operation of
13 this Final Order and Judgment shall have expressly waived, the provisions, rights and benefits of Cal.
14 Civ. Code §1542, which provides:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
16 **WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO**
17 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING**
18 **THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST**
19 **HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
20 **WITH THE DEBTOR;**

21 and any and all provisions, rights and benefits conferred by any law of any state or territory of the
22 United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ.
23 Code §1542. Plaintiff and Defendants acknowledge, and Class Members shall be deemed to have
24 acknowledged, that the inclusion of Unknown Claims in the definitions of Settled Claims and Settled
25 Defendants’ Claims was separately bargained for and was a key element of the Settlement.

26 7. All Class Members who have not made their objections to the settlement in the manner
27 provided in the notice are deemed to have waived any objections by appeal, collateral attack or
28 otherwise.

8. All Class Members who have failed to properly file requests for exclusion (requests to
opt out) from the Class are bound by the terms and conditions of the Stipulation and this Final Order

1 and Judgment and release and forever discharge the Released Parties from all Settled Claims as
2 provided in the Stipulation.

3 9. Lead Counsel are hereby awarded $33\frac{1}{3}\%$ of the Gross Settlement Fund in fees, which
4 ~~sum the Court finds to be fair and reasonable, and \$ 84,324.~~ ⁶⁹ in reimbursement of expenses, which
5 fees and expenses shall be paid within five (5) days of entry of this Order to Lead Counsel from the
6 Gross Settlement Fund with interest from the date such Gross Settlement Fund was funded to the date of
7 payment at the same rate earned by the Gross Settlement Fund. The aforementioned attorneys' fees
8 shall be allocated by Lead Counsel in a manner which in its good faith judgment reflects each counsel's
9 contribution to the institution, prosecution, and resolution of the Action.

10 10. In making this award of attorneys' fees and reimbursement of expenses to be paid from
11 the Gross Settlement Fund, the Court has considered and found that:

12 (a) The Settlement has created a fund of \$7,250,000 in cash plus interest thereon and that
13 Class Members who submit acceptable Proofs of Claim will benefit from the Settlement created by
14 Plaintiff's Counsel;

15 (b) Over 25,749 copies of the Notice were disseminated to putative Class Members
16 indicating that Plaintiff's Counsel were moving for attorneys' fees in the amount of up to 33 1/3% of the
17 Gross Settlement Fund and for reimbursement of expenses in an amount of approximately \$100,000 and
18 ~~only~~ (no) objections were filed against the terms of the proposed Settlement or the ceiling on the
19 fees and expenses requested by Plaintiff's Counsel contained in the Notice;

20 (c) Plaintiff's Counsel have conducted the litigation and achieved the Settlement with skill,
21 perseverance and diligent advocacy;

22 (d) The Action involves complex factual and legal issues, was actively prosecuted and, in the
23 absence of a settlement, would involve further lengthy proceedings with uncertain resolution of the
24 complex factual and legal issues;

25 (e) Had Plaintiff's Counsel not achieved the Settlement there would remain a significant risk
26 that Plaintiff and the Class may have recovered less or nothing from the Defendants; and
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1 (f) The amount of attorneys' fees awarded and expenses reimbursed from the Settlement
2 Fund are consistent with awards in similar cases.

3 11. The Court finds that an award to Plaintiff West Palm Beach Police Pension Fund for its
4 ~~reasonable costs and expenses (including lost wages) spent directly in its representation of the~~
5 Settlement Class and prosecution of this action is fair and reasonable, and thus awards Plaintiff West
6 Palm Beach Police Pension Fund \$ 4500 from the Settlement Fund. The facts supporting
7 reimbursement and the amount awarded are set forth in the declaration Plaintiff submitted to the Court
8 in support of its request.

9 12. All other provisions of the Stipulation are incorporated into this Order as if fully rewritten
10 herein. To the extent that the terms of this Order conflict with the terms of the Stipulation, the
11 Stipulation shall control.

12 13. Plaintiff and all Class Members are hereby BARRED AND PERMANENTLY
13 ENJOINED from instituting, commencing, maintaining or prosecuting in any court or tribunal any of the
14 Settled Claims against any of the Released Parties.

15 14. Defendants and their successors or assigns are hereby BARRED AND PERMANENTLY
16 ENJOINED from instituting, commencing, maintaining or prosecuting any of the Settled Defendants'
17 Claims against Plaintiff, Class Members or Plaintiff's Counsel.

18 15. The Plan of Allocation set forth in the Notice is approved as fair and reasonable, and
19 Plaintiff's Counsel are directed to arrange for the administration of the Settlement in accordance with its
20 terms and provisions. Any modification or change in the Plan of Allocation that may hereafter be
21 approved shall in no way disturb or affect this Final Order and Judgment or the releases provided
22 hereunder and shall be considered separate from this Final Order and Judgment.

23 16. The Court hereby decrees that neither the Stipulation nor this Final Order and Judgment
24 nor the fact of the settlement is an admission or concession by the Released Parties, or any of them, of
25 any liability or wrongdoing. This Final Order and Judgment is not a finding of the validity or invalidity
26 of any of the claims asserted or defenses raised in the Action. Neither the Stipulation nor this Final
27 Order and Judgment nor the fact of settlement nor the settlement proceedings nor the settlement
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1 negotiations nor any related documents shall be offered or received in evidence as an admission,
2 concession, presumption or inference against any of the Released Parties in any proceeding, other than
3 such proceedings as may be necessary to consummate or enforce the Stipulation, or in an action or
4 proceeding to determine the availability, scope, or extent of insurance coverage (or reinsurance related
5 to such coverage) for the sums expended for the settlement and defense of this Action.

6 17. The Action is dismissed with prejudice; subject, however, to this Court retaining
7 jurisdiction over compliance with the Stipulation and this Final Order and Judgment.

8 18. The Court hereby bars all future claims for contribution arising out of the Action (i) by
9 any person against the settling Parties; and (ii) by the settling Parties against any person, other than a
10 person whose liability has been extinguished by the settlement of the settling Parties.

11 19. Nothing in this Final Order and Judgment constitutes or reflects a waiver, release or
12 discharge of any rights or claims of Defendants against their insurers, or their insurers' subsidiaries,
13 predecessors, successors, assigns, affiliates, or representatives. Nothing in this Final Order and
14 Judgment constitutes or reflects a waiver or release of any rights or claims relating to indemnification,
15 advancement or any undertakings by an indemnified party to repay amounts advanced or paid by way of
16 indemnification or otherwise.

17 20. In the event that the Stipulation is terminated in accordance with its terms, (i) this
18 Judgment shall be rendered null and void and shall be vacated *nunc pro tunc*, (ii) this Action shall
19 proceed as provided in the Stipulation, (iii) the Defendants shall be permitted to object to the
20 certification of any proposed class in this Action, and (iv) the Defendants shall not be judicially or
21 equitably estopped from arguing against the certification of any class in this Action.

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21. There is no just reason for delay, and this is a final, appealable order as of when it is stamped as received for filing.

22. Final judgment shall be entered herein.

~~23. Distribution Hearing is set for Nov. 30, 2012 @ 8³⁰ AM.~~

So ordered.

Dated: 6/28/12

Joan M. Lewis
HON. JOAN M. LEWIS

Submitted by:

SCOTT+SCOTT LLP

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