

1 WHEREAS, a securities class action is pending in this Court entitled *Special Situations*
2 *Fund III QP, L.P. v. Marrone Bio Innovations, Inc., et al.*, Master No. 14-cv-2571 (the “Action”);

3 WHEREAS, Lead Plaintiffs Special Situations Fund III QP, L.P. and Special Situations
4 Cayman Fund, L.P. (“Lead Plaintiffs” or “the Funds”), on behalf of themselves and the other
5 members of the EY Settlement Class, and Defendant Ernst & Young LLP (“EY” or the “Settling
6 Defendant,” and together with Lead Plaintiffs, the “Settling Parties”), have determined to settle
7 all claims asserted in the Action with prejudice on the terms and conditions set forth in the
8 Stipulation and Agreement of Settlement dated January 12, 2019 (the “EY Stipulation), subject
9 to the approval of the Court (the “EY Settlement”);

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

14 WHEREAS, the Court has read and considered: (a) the Third Consolidated Amended
15 Class Action Complaint for Violations of the Federal Securities Law filed in this Action on or
16 about June 2, 2016; (b) Lead Plaintiffs’ motion for preliminary approval of the EY Settlement,
17 and the papers filed and arguments made in connection therewith; and (b) the EY Stipulation and
18 the exhibits attached thereto; and

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

21 NOW THEREFORE, IT IS HEREBY ORDERED:

22 1. **Class Certification for Settlement Purposes** – Pursuant to Rule 23(a) and (b)(3)
23 of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the
24 proposed EY Settlement, an EY Settlement Class consisting of all persons and entities who or
25 which purchased or otherwise acquired MBI common stock directly in or traceable to the
26 Company’s secondary offering pursuant to MBI’s Form S-1 Registration Statement, dated May
27 16, 2014, and its Prospectus dated June 5, 2014, and were damaged thereby. Excluded from the
28 EY Settlement Class are MBI, EY, and the Individual Defendants; the Officers, directors, agents,

1 parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees,
2 Immediate Family, insurers and reinsurers, and attorneys of each of MBI and EY, in their
3 capacities as such; any firm, trust, corporation, or other entity in which MBI, EY, and/or the
4 Individual Defendants has or had a controlling interest; and any persons or entities that exclude
5 themselves by submitting a request for exclusion that is accepted by the Court as valid.

6 2. **Class Findings** – Solely for purposes of the proposed settlement of this Action,
7 the Court finds that each element required for certification of the Settlement Class pursuant to
8 Rule 23 of the Federal Rules of Civil Procedure has been met: (a) the members of the EY
9 Settlement Class are so numerous that their joinder in the Action would be impracticable; (b)
10 there are questions of law and fact common to the EY Settlement Class which predominate over
11 any individual questions; (c) the claims of Lead Plaintiffs in the Action are typical of the claims
12 of the EY Settlement Class; (d) Lead Plaintiffs and Lead Counsel have fairly and adequately
13 represented and protected the interests of the EY Settlement Class and will continue to do so; and
14 (e) a class action is superior to other available methods for the fair and efficient adjudication of
15 the Action.

16 3. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules
17 of Civil Procedure, and for the purposes of the EY Settlement only, Lead Plaintiffs are adequate
18 class representatives and certifies Lead Plaintiffs as the Class Representatives for the EY
19 Settlement Class. The Court also appoints Lead Counsel as Class Counsel for the EY Settlement
20 Class, pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

21 4. **Preliminary Approval of the Settlement** – The Court hereby preliminarily
22 approves the EY Settlement, as embodied in the EY Stipulation, as being fair, reasonable and
23 adequate to the EY Settlement Class, subject to further consideration at the Settlement Hearing
24 to be conducted as described below.

25 5. **Settlement Hearing** – The Court will hold a settlement hearing (the “Settlement
26 Hearing”) on July 11, 2019 at 2:00 p.m. in Courtroom 7 of the Robert T. Matsui United States
27 Court House, 501 I Street, Sacramento, CA 95814, for the following purposes: (a) to determine
28 whether the proposed EY Settlement on the terms and conditions provided for in the EY

1 Stipulation is fair, reasonable and adequate to the EY Settlement Class, and should be approved
2 by the Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit
3 B to the EY Stipulation should be entered dismissing the Action with prejudice against EY; (c)
4 to determine whether the proposed Plan of Allocation for the proceeds of the EY Settlement is
5 fair and reasonable and should be approved; (d) to determine whether the motion by Lead Counsel
6 for an award of attorneys' fees and reimbursement of Litigation Expenses should be approved;
7 and (e) to consider any other matters that may properly be brought before the Court in connection
8 with the EY Settlement. Notice of the EY Settlement and the Settlement Hearing shall be given
9 to EY Settlement Class Members as set forth in paragraph 8 of this Order.

10 6. The Court may adjourn the Settlement Hearing without further notice to the EY
11 Settlement Class; may approve the proposed settlement with such modifications as the Settling
12 Parties may agree to, if appropriate, without further notice to the EY Settlement Class; and may
13 enter the Judgment or Alternate Judgment, if applicable, regardless of whether it has approved
14 the Plan of Allocation and/or Lead Counsel's motion for attorneys' fees or reimbursement of
15 Litigation Expenses.

16 7. **Retention of Claims Administrator and Manner of Giving Notice** – Lead
17 Counsel are hereby authorized to retain Epiq (the "Claims Administrator") to supervise and
18 administer the notice procedure in connection with the proposed settlement as well as the
19 processing of Claims as more fully set forth below. Notice of the EY Settlement and the
20 Settlement Hearing shall be given by Lead Counsel as follows:

21 a. not later than ten (10) business days after the date of entry of this Order
22 (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice, substantially in
23 the forms attached hereto as Exhibit 1, to be mailed by first-class mail to potential EY Settlement
24 Class Members who or which may be identified through reasonable effort including, but not
25 limited to, from the names and address previously obtained for EY Settlement Class Members in
26 connection with the MBI Settlement.

27 b. contemporaneously with the mailing of the Notice, the Claims
28 Administrator shall cause copies of the Notice to be posted on a website maintained by the Claims

1 Administrator for the Action. Copies of the previously approved Plan of Allocation, which shall
2 also apply to the EY Settlement Class subject to the modifications noted in Paragraph 10a below,
3 will also be made available to EY Settlement Class Members on the website.¹

4 c. not later than five (5) business days after the Notice Date, the Claims
5 Administrator shall cause the Summary Notice, substantially in the form attached hereto as
6 Exhibit 3, to be published once in *The Wall Street Journal* and to be transmitted once over the *PR*
7 *NewsWire*; and

8 d. not later than seven (7) calendar days prior to the Settlement Hearing, Lead
9 Counsel shall serve on EY's Counsel and file with the Court proof, by affidavit or declaration, of
10 such mailing and publication.

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

27 _____
28 ¹ All members of the EY Settlement Class were also members of the Secondary Offering class in connection with
the MBI Settlement. Accordingly, the Plan of Allocation and the Proof of Claim form were mailed to all such
persons and entities identified in connection with the MBI Settlement.

1 applicable law and rules. The date and time of the Settlement Hearing shall be included in the
2 Notice and Summary Notice before they are mailed and published, respectively.

3 9. **Nominee Procedures** – In connection with the previously disseminated notice
4 concerning the MBI Settlement, brokers and other nominees (“Nominees”) were advised that if,
5 for the beneficial interest of any person or entity other than themselves, they purchased or
6 otherwise acquired MBI common stock directly in or traceable to the Secondary Offering, they
7 must either: (a) within seven (7) calendar days of receipt of the Notice, request from the Claims
8 Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners and
9 within seven (7) calendar days of receipt of those Notice Packets forward them to all such
10 beneficial owners; or (b) within seven (7) calendar days of receipt of the Notice, send a list of the
11 names and addresses of all such beneficial owners to the Claims Administrator in which event the
12 Claims Administrator shall promptly mail the Notice Packet to such beneficial owners.

13 a. For Nominees who previously chose the first option (*i.e.*, elected to mail
14 notices directly to beneficial owners), the Claims Administrator shall forward Notices to such
15 Nominees for forwarding to the beneficial owners of MBI common stock purchased in or
16 traceable to the Secondary Offering who submitted claims in connection with the MBI Settlement,
17 and the Nominees shall within seven (7) calendar days of receipt of the Notices mail them to those
18 beneficial owners.

19 b. For Nominees who previously chose the second option (*i.e.*, provided a list
20 of names and addresses of beneficial owners to the Claims Administrator), the Claims
21 Administrator shall promptly mail a copy of the Notice to each of the beneficial owners of MBI
22 common stock purchased in or traceable to the Secondary Offering who submitted claims in
23 connection with the MBI Settlement whose names and addresses the Nominee previously
24 supplied.

25 c. Nominees who elected or now elect to send the Notice to their beneficial
26 owners shall send a statement to the Claims Administrator Confirming that the mailing was made.

27 d. Upon full compliance with this Order, Nominees who mail the Notice to
28 beneficial owners, or who provide additional names and addresses of beneficial owners to the

1 Claims Administrator, may seek reimbursement of their reasonable expenses actually incurred in
2 complying with this Order by providing the Claims Administrator with proper documentation
3 supporting the expenses for which reimbursement is sought. Such properly documented expenses
4 incurred by Nominees in compliance with the terms of this Order shall be paid from the Settlement
5 Fund, with any disputes as to the reasonableness or documentation of expenses subject to review
6 by the Court.

7 10. **Participation in the Settlement**

8 a. Plan of Allocation. The Plan of Allocation approved by the Court in its
9 Order Approving Plan of Allocation and Net Settlement Fund, dated September 27, 2016 (ECF
10 No. 105) shall be utilized for determining the allocation of the Net Settlement Fund to EY
11 Settlement Class Members subject to the following modifications: (i) the Net Settlement Fund
12 shall be added to “Fund #2: The Secondary Fund” referred to in Paragraph 57(b) of the Proposed
13 Plan of Allocation, solely for distribution to Authorized Claimants who are EY Settlement Class
14 Members; and (ii) the date “August 1, 2016” in Paragraph 66(D) of the Proposed Plan of
15 Allocation shall be superseded and replaced by “May 24, 2019.”

16 b. Proof of Claim Form:

17 i. Class Members who wish to participate in the EY Settlement and
18 to be eligible to receive a distribution from the Net Settlement Fund who did not previously submit
19 a Claim Form in the Action are considered Claimants under the EY Stipulation and must complete
20 a Proof of Claim Form in accordance with the instructions contained therein and in the Notice.

21 ii. Class Members who filed a Proof of Claim Form in connection with
22 the MBI Settlement are considered Prior Approved Claimants under the EY Stipulation and
23 should not file another Claim Form as all transaction information regarding the Secondary
24 Offering was required to be included in the Proof of Claim Form in connection with those
25 settlements and that information will be used for purposes of calculating each EY Settlement
26 Class Member’s proportional share of the Net Settlement Fund.

27 iii. With respect to the release on page eight (8) of the Proof of Claim
28 Form, the term “Settlement” shall be deemed to include the EY Settlement; the term “Stipulation”

1 shall be deemed to include the EY Stipulation; the term “Defendants” shall be deemed to include
2 EY; the term “Defendants’ Releasees” shall be deemed to include the EY Releasees; and the term
3 “Released Plaintiffs’ Claim” shall include the Released Lead Plaintiffs’ Claims as that term is
4 defined in the EY Stipulation.

5 iv. Unless the Court orders otherwise, all Proof of Claim Forms must
6 be postmarked no later than sixty (60) calendar days after the Notice Date. Notwithstanding the
7 foregoing, Lead Counsel may, at their discretion, accept for processing late Claims provided such
8 acceptance does not delay the distribution of the Net Settlement Funds to the EY Settlement Class.
9 By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of
10 the Court with respect to his, her or its Claim and the subject matter of the EY Settlement.

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

24 12. Any Claimant who or which does not timely and validly submit a Proof of Claim
25 Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived
26 his, her or its right to share in the Net Settlement Fund; (b) shall be forever barred from
27 participating in any distributions therefrom; (c) shall be bound by the provisions of the EY
28 Stipulation and the EY Settlement and all proceedings, determinations, orders and judgments in

1 the Action relating thereto, including, without limitation, the Judgment, and the Releases provided
2 for therein, whether favorable or unfavorable to the EY Settlement Class; and (d) shall be barred
3 from commencing, maintaining or prosecuting any of the Released Lead Plaintiffs' Claims
4 against each and all of EY's Releasees, as more fully described in the EY Stipulation and the
5 Notice. Notwithstanding the foregoing, late Proof of Claim Forms may be accepted for
6 processing as set forth in paragraph 10 above.

7 13. **Exclusion From the Settlement Class** – Any member of the EY Settlement Class
8 who wishes to exclude himself, herself or itself from the EY Settlement Class must request
9 exclusion in writing within the time and in the manner set forth in the Notice, which shall provide
10 that: (a) any such request for exclusion from the EY Settlement Class must be mailed or delivered
11 such that it is received no later than fourteen (14) calendar days prior to the Settlement Hearing,
12 to: MBI Securities Litigation, c/o Epiq, P.O. Box 10287, Dublin, OH 43017-5887; and (b) each
13 request for exclusion must (i) state the name, address, and telephone number of the person or
14 entity requesting exclusion, and in the case of entities, the name and telephone number of the
15 appropriate contact person; (ii) state that such person or entity “requests exclusion from the EY
16 Settlement Class in *Special Situations Fund III QP, L.P. v. Marrone Bio Innovations, Inc., et al.*,
17 Master No. 14-cv-2571”; (iii) state the number of shares of MBI common stock that the person
18 or entity requesting exclusion purchased/acquired and/or sold in connection with the Secondary
19 Offering, as well as the number of shares, dates and prices for each such purchase and/or sale;
20 and (iv) be signed by the person or entity requesting exclusion or an authorized representative. A
21 request for exclusion shall not be effective unless it provides all the required information and is
22 received within the time stated above, or is otherwise accepted by the Court in a manner and with
23 timing not inconsistent with EY's right to terminate the EY Settlement pursuant to the EY
24 Stipulation. Lead Counsel are authorized to request from any person or entity requesting
25 exclusion documentation sufficient to prove his, her or its purchases and/or sales of MBI common
26 stock. Copies of all requests for exclusion shall be provided to EY's Counsel on a weekly basis,
27 but in no event later than fourteen (14) calendar days prior to the Settlement Hearing.

1 14. Any person or entity that timely and validly requests exclusion in compliance with
2 the terms stated in this Order and is excluded from the EY Settlement Class shall not be an EY
3 Settlement Class Member, shall not be bound by the terms of the Settlement or any orders or
4 judgments in the Action, and shall not receive any payment out of the Net Settlement Fund.

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

15 16. **Appearance and Objections at Settlement Hearing** – Any EY Settlement Class
16 Member that does not request exclusion from the EY Settlement Class may enter an appearance
17 in the Action, at his, her or its own expense, individually or through counsel of his, her or its own
18 choice, by filing with the Clerk of Court and delivering a notice of appearance to both Lead
19 Counsel and EY's Counsel, at the addresses set forth in Paragraph 17 below, such that it is
20 received no later than fourteen (14) calendar days prior to the Settlement Hearing, or as the Court
21 may otherwise direct. Any EY Settlement Class Member that does not enter an appearance will
22 be represented by Lead Counsel.

23 17. Any EY Settlement Class Member that does not request exclusion from the EY
24 Settlement Class may file a written objection to the proposed EY Settlement and/or Lead
25 Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses and
26 appear and show cause, if he, she or it has any cause, why the proposed EY Settlement and/or
27 Lead Counsel's motion for attorneys' fees and reimbursement of Litigation Expenses should not
28 be approved; *provided, however*, that no EY Settlement Class Member shall be heard or entitled

1 to contest the approval of the terms and conditions of the proposed EY Settlement and/or the
2 motion for attorneys' fees and reimbursement of Litigation Expenses unless that person or entity
3 has filed a written objection with the Court and served copies of such objection on Lead Counsel
4 and EY's counsel at the addresses set forth below such that they are received no later than fourteen
5 (14) calendar days prior to the Settlement Hearing.

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7 **Lead Counsel**

8 Lowenstein Sandler LLP
9 Attn: Lawrence M. Rolnick, Esq.
10 1251 Avenue of the Americas
11 New York, NY 10020
12 Telephone: (212) 262-2700
13 Email: lrolnick@lowenstein.com

Counsel for EY

Mayer Brown LLP
Attn: Stanley J. Parzen, Esq.
71 South Wacker Drive
Chicago, Illinois 60606
Telephone: (312) 782-0600
Email: sparzen@mayerbrown.com

14 18. Any objections, filings and other submissions by the objecting EY Settlement
15 Class Member: (a) must state the name, address, and telephone number of the person or entity
16 objecting and must be signed by the objector; (b) must contain a statement of the EY Settlement
17 Class Member's objection or objections, and the specific reasons for each objection, including
18 any legal and evidentiary support the EY Settlement Class Member wishes to bring to the Court's
19 attention; and (c) must include documents sufficient to prove membership in the Settlement Class,
20 including the number of shares of MBI common stock that the objecting EY Settlement Class
21 Member purchased and/or sold, as well as the dates and prices of each such purchase and sale.
22 Objectors that enter an appearance and desire to present evidence at the Settlement Hearing in
23 support of their objection must include in their written objection or notice of appearance the
24 identity of any witnesses they may call to testify and any exhibits they intend to introduce into
25 evidence at the hearing.

26 19. Any EY Settlement Class Member that does not make his, her or its objection in
27 the manner provided herein shall be deemed to have waived his, her or its right to object to any
28 aspect of the proposed EY Settlement, the Judgment or Alternate Judgment, if applicable, and
Lead Counsel's motion for an award of attorneys' fees and reimbursement of Litigation Expenses

1 and shall be forever barred and foreclosed from objecting to the fairness, reasonableness or
2 adequacy of the EY Settlement, the Judgment or Alternate Judgment, if applicable, or the
3 requested attorneys' fees and Litigation Expenses, and from otherwise being heard concerning
4 the EY Settlement, the Judgment or Alternative Judgment, if applicable, or the requested
5 attorneys' fees and Litigation Expenses in this or any other proceeding.

6 20. **Temporary Injunction** –Pending final determination of whether the EY
7 Settlement should be approved, the Court bars and enjoins Lead Plaintiffs and all other members
8 of the EY Settlement Class from commencing or prosecuting any and all of the Released Lead
9 Plaintiffs' Claims against each and all of EY's Releasees.

10 21. **Settlement Administration Fees and Expenses** – All reasonable costs incurred
11 in identifying EY Settlement Class Members and notifying them of the EY Settlement as well as
12 in administering the EY Settlement shall be paid as set forth in the EY Stipulation.

13 22. **Net Settlement Fund** – The contents of the Net Settlement Fund held by Peapack-
14 Gladstone Financial Corporation (which the Court approves as the Escrow Agent), shall be
15 deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the
16 jurisdiction of the Court, until such time as they shall be distributed pursuant to the EY Stipulation
17 and/or further order(s) of the Court.

18 23. **Taxes** – Lead Counsel are authorized and directed to prepare any tax returns and
19 any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement
20 Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all
21 obligations with respect to Taxes and any reporting or filings in respect thereof without further
22 order of the Court in a manner consistent with the provisions of the EY Stipulation.

23 24. **Termination of Settlement** – If the EY Settlement is terminated as provided in
24 the EY Stipulation, the EY Settlement is not approved, or the Effective Date of the EY Settlement
25 otherwise fails to occur, this Order shall be vacated, rendered null and void and be of no further
26 force and effect, except as otherwise provided by the EY Stipulation, and this Order shall be
27 without prejudice to the rights of Lead Plaintiffs, the other EY Settlement Class Members, and
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1 EY, and the Settling Parties shall revert to their respective litigation positions in the Action as of
2 immediately prior to October 24, 2018, as provided in the EY Stipulation.

3 25. **Use of this Order** – Neither this Order, the EY Stipulation (whether or not
4 consummated), including the exhibits thereto, the negotiations leading to the execution of the EY
5 Stipulation, nor any proceedings taken pursuant to or in connection with the EY Stipulation and/or
6 approval of the EY Settlement (including any arguments proffered in connection therewith): (a)
7 shall be offered against any of EY’s Releasees as evidence of, or construed as, or deemed to be
8 evidence of any presumption, concession, or admission by any of EY’s Releasees with respect to
9 the truth of any fact alleged by Lead Plaintiffs or the validity of any claim that was or could have
10 been asserted or the deficiency of any defense that has been or could have been asserted in this
11 Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any
12 kind of any of EY’s Releasees or in any way referred to for any other reason as against any of
13 EY’s Releasees, in any civil, criminal or administrative action or proceeding, other than such
14 proceedings as may be necessary to effectuate the provisions of the EY Stipulation; (b) shall be
15 offered against any of Lead Plaintiffs’ Releasees as evidence of, or construed as, or deemed to be
16 evidence of any presumption, concession or admission by any of Lead Plaintiffs’ Releasees that
17 any of their claims are without merit, that any of EY’s Releasees had meritorious defenses, or that
18 damages recoverable under the Complaint would not have exceeded the Settlement Amount or
19 with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred
20 to for any other reason as against any of Lead Plaintiffs’ Releasees, in any civil, criminal or
21 administrative action or proceeding, other than such proceedings as may be necessary to
22 effectuate the provisions of the EY Stipulation; (c) shall be offered or construed as evidence that
23 a class should or should not be certified in the Action if the EY Settlement is not consummated;
24 or (d) shall be construed against any of the Releasees as an admission, concession, or presumption
25 that the consideration to be given under the EY Settlement represents the amount that could be or
26 would have been recovered after trial; *provided, however*, that if the EY Stipulation is approved
27 by the Court, the Settling Parties and the Releasees and their respective counsel may refer to it to
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1 effectuate the protections from liability granted thereunder or otherwise to enforce the terms of
2 the EY Settlement.

3 26. **Supporting Papers** – Lead Counsel shall file and serve the moving papers in
4 support of the proposed EY Settlement and Lead Counsel’s motion for an award of attorneys’
5 fees and reimbursement of Litigation Expenses no later than twenty-eight (28) calendar days prior
6 to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven
7 (7) calendar days prior to the Settlement Hearing.

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

10 IT IS SO ORDERED.

11 Dated: February 14, 2019

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13 MORRISON C. ENGLAND, JR.
14 UNITED STATES DISTRICT JUDGE

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