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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

In re CAPSTONE TURBINE
CORPORATION SECURITIES
LITIGATION

Case No.: CV 15-8914-DMG (RAOx)

**ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT [116]**

On April 12, 2019, Plaintiffs Elizabeth R. Kay, Randall G. Kay, David Kinney, and John Perez filed an Unopposed Motion for Entry of an Order Preliminarily Approving a Class Action Settlement. [Doc. # 116.] The Court carefully considered Plaintiffs’ Unopposed Motion and the documents relating thereto, and held a hearing on this matter on May 17, 2019.¹ **For the reasons stated on the record and set forth below, IT IS HEREBY ORDERED:**

1. **Class Certification for Settlement Purposes**—Pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, the Court certifies, solely for purposes of effectuating the proposed Settlement, a Settlement Class consisting of all persons and entities who or which purchased or otherwise acquired Capstone

¹ Unless otherwise defined herein, all capitalized words contained in this Order shall have the same meanings ascribed to them in the Stipulation and Agreement of Settlement dated April 12, 2019 (the “Stipulation”) found in Docket Entry No. 118-1.

1 common stock between June 12, 2014 and November 5, 2015, inclusive (the
2 “Settlement Class Period”) and were damaged thereby. Excluded from the
3 Settlement Class are Defendants; members of the Immediate Family of each of the
4 Individual Defendants; the Officers and/or directors of Capstone; any person, firm,
5 trust, corporation, Officer, director or other individual or entity in which any
6 Defendant has a controlling interest or which is related to or affiliated with any of
7 the Defendants; and the legal representatives, agents, affiliates, heirs, successors-in-
8 interest or assigns of any such excluded party. Also excluded from the Settlement
9 Class are any persons or entities who or which exclude themselves by submitting a
10 request for exclusion that is accepted by the Court.

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

22 3. The Court hereby finds and concludes that pursuant to Rule 23 of the
23 Federal Rules of Civil Procedure, and for the purposes of the Settlement only, Lead
24 Plaintiffs Randall and Elizabeth Kay are adequate class representatives, and it
25 therefore certifies them as Class Representatives for the Settlement Class. The
26 Court also appoints the law firm of Glancy Prongay & Murray LLP, including Lead
27 Counsel Casey E. Sadler, as Class Counsel for the Settlement Class, pursuant to
28 Rule 23(g) of the Federal Rules of Civil Procedure.

1 4. **Preliminary Approval of the Settlement**—The Court hereby
2 preliminarily approves the Settlement as provided in the Stipulation as being fair,
3 reasonable, and adequate to the Settlement Class, subject to further consideration at
4 the Settlement Hearing to be conducted as described below.

5 5. **Settlement Hearing and Motions Relating Thereto**—The Court will
6 hold a final fairness hearing (the “Settlement Hearing”) on **November 15, 2019 at**
7 **10:00 a.m.** at 350 West 1st Street, Los Angeles, CA, 90012, Courtroom 8C, 8th
8 Floor, for the following purposes: (a) to determine whether the proposed Settlement
9 on the terms and conditions provided for in the Stipulation is fair, reasonable, and
10 adequate to the Settlement Class, and should be approved by the Court; (b) to
11 determine whether a Judgment substantially in the form attached as Exhibit B to the
12 Stipulation should be entered; (c) to determine whether the proposed Plan of
13 Allocation for the proceeds of the Settlement is fair, reasonable, and adequate and
14 should be approved; (d) to determine whether the motion by Lead Counsel for an
15 award of attorneys’ fees and reimbursement of Litigation Expenses should be
16 approved; and (e) to consider any other matters that may properly be brought before
17 the Court in connection with the Settlement. Notice of the Settlement and of the
18 Settlement Hearing shall be provided to Settlement Class Members as set forth in
19 paragraph 7 of this Order.

20 6. The Court may continue or adjourn the Settlement Hearing without
21 further notice to the Settlement Class, and may approve the proposed Settlement
22 with such modifications as the Parties may agree to, if appropriate, without further
23 notice to the Settlement Class.

24 7. **Retention of Claims Administrator and Manner of Giving Notice**—
25 Lead Counsel is hereby authorized to retain the Angeion Group (the “Claims
26 Administrator”) to supervise and administer the notice procedure in connection with
27 the proposed Settlement as well as the processing of Claims as more fully set forth
28

1 below. Notice of the Settlement and the Settlement Hearing shall be provided as
2 follows:

3 (a) **By June 3, 2019**, Capstone shall provide or cause to be provided
4 to the Claims Administrator in electronic format (at no cost to the Settlement Fund,
5 Lead Counsel or the Claims Administrator) its security holder lists (consisting of
6 names and addresses) for the Capstone Securities during the Settlement Class
7 Period;

8 (b) **By June 17, 2019** (the “Notice Date”), the Claims Administrator
9 shall cause a copy of the Postcard Notice to be mailed by first-class mail to potential
10 Settlement Class Members at the addresses set forth in the records provided by
11 Capstone or in the records which Capstone caused to be provided, or who otherwise
12 may be identified through further reasonable effort;

13 (c) contemporaneously with the mailing of the Postcard Notice, the
14 Claims Administrator shall cause copies of the Stipulation (and its attachments), the
15 Notice, the Summary Notice, the Claim Form, and this Order to be posted on a
16 website to be developed for the Settlement, from which copies of those documents
17 can be downloaded. The Claims Administrator shall also post copies of the motion
18 for attorneys’ fees and Litigation Expenses and the motion for final approval on the
19 website once they become available;

20 (d) **By July 1, 2019**, the Claims Administrator shall cause the
21 Summary Notice to be published once in *Investor’s Business Daily* and to be
22 transmitted once over the *PR Newswire*; and

23 (e) proof of such mailing and publication shall accompany
24 Plaintiffs’ motion for final approval.

25 8. **Approval of Form and Content of Notice** – The Court (a) approves,
26 as to form and content, the Notice, the Claim Form, the Summary Notice, and the
27 Postcard Notice attached as Exhibits A-1, A-2, A-3, and A-4 to the Stipulation [Doc.
28 # 118-1], contingent upon the parties’ adoption of the revisions suggested by the

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

20 9. **Nominee Procedures**—Brokers and other nominees who purchased or
21 otherwise acquired Capstone Securities during the Settlement Class Period for the
22 benefit of another person or entity shall, **within seven (7) calendar days** of receipt
23 of the Postcard Notice: (a) request from the Claims Administrator sufficient copies
24 of the Postcard Notice to forward to all such beneficial owners, and **within seven**
25 **(7) calendar days** of receipt of those Postcard Notices, forward them to all such
26 beneficial owners; or (b) send a list of the names and addresses of all such beneficial
27 owners to the Claims Administrator, in which event the Claims Administrator shall
28 promptly mail the Postcard Notice to such beneficial owners. Upon full compliance

1 with this Order, such nominees may seek reimbursement of their reasonable
2 expenses actually incurred in complying with this Order, up to a maximum of \$0.50
3 per notice, by providing the Claims Administrator with proper documentation
4 supporting the expenses for which reimbursement is sought. Such properly
5 documented expenses incurred by nominees in compliance with the terms of this
6 Order shall be paid from the Settlement Fund, with any disputes as to the
7 reasonableness or documentation of expenses incurred subject to review by the
8 Court.

9 10. **Participation in the Settlement**—Settlement Class Members who
10 wish to participate in the Settlement and to be eligible to receive a distribution from
11 the Net Settlement Fund must complete and submit a Claim Form in accordance
12 with the instructions contained therein. Unless the Court orders otherwise, all Claim
13 Forms must be postmarked no later than **October 15, 2019**. Notwithstanding the
14 foregoing, Lead Counsel may, at its discretion, accept for processing late Claims
15 provided such acceptance does not delay the distribution of the Net Settlement Fund
16 to the Settlement Class. By submitting a Claim, a person or entity shall be deemed
17 to have submitted to the jurisdiction of the Court with respect to his, her, or its
18 Claim and the subject matter of the Settlement.

19 11. Each Claim Form submitted must satisfy the following conditions:
20 (a) it must be properly completed, signed and submitted in a timely manner in
21 accordance with the provisions of the preceding paragraph; (b) it must be
22 accompanied by adequate supporting documentation for the transactions and
23 holdings reported therein, in the form of broker confirmation slips, broker account
24 statements, an authorized statement from the broker containing the transactional and
25 holding information found in a broker confirmation slip or account statement, or
26 such other documentation as is deemed adequate by Lead Counsel or the Claims
27 Administrator; (c) if the person executing the Claim Form is acting in a
28 representative capacity, a certification of his, her, or its current authority to act on

1 behalf of the Settlement Class Member must be included in the Claim Form to the
2 satisfaction of Lead Counsel or the Claims Administrator; and (d) the Claim Form
3 must be complete and contain no material deletions or modifications of any of the
4 printed matter contained therein and must be signed under penalty of perjury.

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

17 13. All Settlement Class Members who do not exclude themselves in the
18 manner described below shall be bound by all determinations and judgments in the
19 Action concerning the Settlement, whether favorable or unfavorable to the
20 Settlement Class.

21 14. **Exclusion From the Settlement Class**—Any member of the
22 Settlement Class who wishes to exclude himself, herself, or itself from the
23 Settlement Class must request exclusion in writing within the time and in the
24 manner set forth in the Notice, which shall provide that: (a) any such request for
25 exclusion from the Settlement Class must be mailed or delivered such that it is
26 received by, or postmarked no later than, **October 15, 2019** at the following
27 address: CLASS ACTION OPT-OUT, ATTN: *In re Capstone Turbine Corporation*
28 *Securities Litigation*, P.O. Box 58220, 1500 John F Kennedy Blvd, Suite C31,

1 Philadelphia, PA 19102, and (b) each request for exclusion must (i) state the name,
2 address, and telephone number of the person or entity requesting exclusion, and in
3 the case of entities, the name and telephone number of the appropriate contact
4 person; (ii) state that such person or entity “requests exclusion from the Settlement
5 Class in *In re Capstone Turbine Corporation Securities Litigation*, Lead Case No.:
6 2:15-CV-08914 DMG (RAO)”; (iii) state the number of each Capstone Security (in
7 terms of shares and face value of notes) that the person or entity requesting
8 exclusion purchased/acquired and/or sold during the Settlement Class Period, as
9 well as the dates and prices of each such purchase/acquisition and sale; and (iv) be
10 signed by the person or entity requesting exclusion or an authorized representative.
11 A request for exclusion shall not be effective unless it provides all the required
12 information and is received by, or postmarked no later than, **October 15, 2019**, or is
13 otherwise accepted by the Court.

14 15. Lead Counsel shall cause to be provided to Defendants’ Counsel copies
15 of all requests for exclusion as expeditiously as possible and in any event not less
16 than fourteen (14) days prior to the Settlement Hearing. Lead Counsel shall cause to
17 be provided to Defendants’ Counsel copies of any written revocation of requests for
18 exclusion as expeditiously as possible, and in any event not less than two (2) days
19 prior to the Settlement Hearing.

20 16. Any person or entity who or which timely and validly requests
21 exclusion in compliance with the terms stated in this Order and is excluded from the
22 Settlement Class shall not be a Settlement Class Member, shall not be bound by the
23 terms of the Settlement or any orders or judgments in the Action and shall not
24 receive any payment out of the Net Settlement Fund.

25 17. Any Settlement Class Member who or which does not timely and
26 validly request exclusion from the Settlement Class in the manner stated in this
27 Order: (a) shall be deemed to have waived his, her, or its right to be excluded from
28 the Settlement Class; (b) shall be forever barred from requesting exclusion from the

1 Settlement Class in this or any other proceeding; (c) shall be bound by the
2 provisions of the Stipulation and Settlement and all proceedings, determinations,
3 orders, and judgments in the Action, including, but not limited to, the Judgment and
4 the Releases provided for therein, whether favorable or unfavorable to the
5 Settlement Class; and (d) will be barred from commencing, maintaining, or
6 prosecuting any of the Released Plaintiffs' Claims against any of the Defendants or
7 the other Defendants' Releasees, as more fully described in the Stipulation and
8 Notice.

9 18. **Appearance and Objections at Settlement Hearing**—Any Settlement
10 Class Member who does not request exclusion from the Settlement Class may enter
11 an appearance in the Action, at his, her, or its own expense, individually or through
12 counsel of his, her or its own choice, by filing with the Clerk of Court and delivering
13 a copy of said appearance to both Lead Counsel and Defendants' Counsel, at the
14 addresses set forth in paragraph 19 below, such that it is received no later than
15 **twenty-one (21) calendar days** prior to the Settlement Hearing, or as the Court may
16 otherwise direct. Any Settlement Class Member who does not enter an appearance
17 will be represented by Lead Counsel.

18 19. Any Settlement Class Member who does not request exclusion from the
19 Settlement Class may submit a written objection to the proposed Settlement, the
20 proposed Plan of Allocation, and/or Lead Counsel's motion for an award of
21 attorneys' fees and reimbursement of Litigation Expenses and appear and show
22 cause, if he, she or it has any cause, why the proposed Settlement, the proposed Plan
23 of Allocation and/or Lead Counsel's motion for attorneys' fees and reimbursement
24 of Litigation Expenses should not be approved; *provided, however*, that no
25 Settlement Class Member shall be heard or entitled to contest the approval of the
26 terms and conditions of the proposed Settlement, the proposed Plan of Allocation,
27 and/or the motion for attorneys' fees and reimbursement of Litigation Expenses
28 unless that person or entity has submitted a written objection to the Claims

1 Administrator and served copies of such objection on Lead Counsel and
2 Defendants' Counsel at the addresses set forth below such that they are received by,
3 or postmarked no later than, October 15, 2019.

4 **Lead Counsel**

5 Glancy Prongay & Murray LLP
6 Casey E. Sadler, Esq.
7 1925 Century Park East, Suite 2100
8 Los Angeles, CA 90067
9 Telephone: (888) 773-9224

4 **Defendants' Counsel**

5 Wilson Sonsini Goodrich & Rosati, PC
6 Nina F. Locker, Esq.
7 650 Page Mill Road
8 Palo Alto, CA 94304-1050
9 Telephone: (650) 493-9300

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

25 21. Any Settlement Class Member who or which does not make his, her, or
26 its objection in the manner provided herein shall be deemed to have waived his, her,
27 or its right to object to any aspect of the proposed Settlement, the proposed Plan of
28 Allocation, and Lead Counsel's motion for an award of attorneys' fees and
reimbursement of Litigation Expenses, and shall be forever barred and foreclosed

1 from objecting to the fairness, reasonableness, or adequacy of the Settlement, the
2 Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from
3 otherwise being heard concerning the Settlement, the Plan of Allocation, or the
4 requested attorneys' fees and Litigation Expenses in this or any other proceeding.

5 22. **Stay and Temporary Injunction**—Until otherwise ordered by the
6 Court, the Court stays all proceedings in the Action other than proceedings
7 necessary to carry out or enforce the terms and conditions of the Stipulation.
8 Pending final determination of whether the Settlement should be approved, the
9 Court bars and enjoins Plaintiffs, and all other members of the Settlement Class,
10 from commencing or prosecuting any and all of the Released Plaintiffs' Claims
11 against each and all of the Defendants and the other Defendants' Releasees. For the
12 avoidance of doubt, this provision shall have no impact on the pending actions
13 captioned *FiveT Investment Management LTD, et al., v. Jamison, et al.*, Case No.
14 CV 18-03512-DMG (RAOx) (C.D. Cal.); *Stesiak v. Jamison, et al.*, No. BC610782
15 (L.A. Cty. Super. Court); *Kilpatrick v. Simon, et al.*, No. BC623167 (L.A. Cty.
16 Super. Court); *Haber v. Jamison, et al.*, No. CV 16-01569-DMG (RAOx) (C.D.
17 Cal.); *Tuttle v. Atkinson, et al.*, No. CV 16-05127-DMG (RAOx) (C.D. Cal.); and
18 *Boll v. Jamison, et al.*, No. CV 16-05282-DMG-RAO (C.D. Cal.).

19 23. **Settlement Administration Fees and Expenses**—All reasonable costs
20 incurred in identifying Settlement Class Members and notifying them of the
21 Settlement as well as in administering the Settlement shall be paid as set forth in the
22 Stipulation without further order of the Court.

23 24. **Settlement Fund**—The contents of the Settlement Fund held by
24 Huntington National Bank (which the Court approves as the Escrow Agent), shall be
25 deemed and considered to be *in custodia legis* of the Court, and shall remain subject
26 to the jurisdiction of the Court, until such time as they shall be distributed pursuant
27 to the Stipulation and/or further order(s) of the Court.

28 25. **Taxes**—Lead Counsel is authorized and directed to prepare any tax

1 returns and any other tax reporting form for or in respect to the Settlement Fund, to
2 pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund,
3 and to otherwise perform all obligations with respect to Taxes and any reporting or
4 filings in respect thereof without further order of the Court in a manner consistent
5 with the provisions of the Stipulation.

6 26. **Termination of Settlement**—If the Settlement is terminated as
7 provided in the Stipulation, the Settlement is not approved, or the Effective Date of
8 the Settlement otherwise fails to occur, this Order shall be vacated, rendered null
9 and void and be of no further force and effect, except as otherwise provided by the
10 Stipulation, and this Order shall be without prejudice to the rights of Plaintiffs, the
11 other Settlement Class Members, and Defendants, and the Parties shall revert to
12 their respective positions in the Action as of November 16, 2018, as provided in the
13 Stipulation.

14 27. **Use of this Order**—Neither this Order, the term sheets, the Stipulation
15 (whether or not consummated), including the exhibits thereto and the Plan of
16 Allocation contained therein (or any other plan of allocation that may be approved
17 by the Court), the negotiations leading to the execution of the term sheets and this
18 Stipulation, nor any proceedings taken pursuant to or in connection with the term
19 sheets, this Stipulation and/or approval of the Settlement (including any arguments
20 proffered in connection therewith):

21 (a) is or may be deemed to be or may be used as an admission of, or evidence
22 of, the validity of any Released Claim, or of any wrongdoing or liability of
23 Defendants or the other Defendants' Releasees;

24 (b) is or may be deemed to be or may be used as an admission of, or evidence
25 of, any fault or omission of any of Defendants or the other Defendants' Releasees in
26 any civil, criminal, or administrative proceeding in any court, administrative agency,
27 or other tribunal. Defendants and the other Defendants' Releasees may file the
28 Stipulation and/or Judgment in any action that may be brought against them in order

1 to support a defense or counterclaim based on principles of *res judicata*, collateral
2 estoppel, release, good faith settlement, judgment bar, or reduction or any other
3 theory of claim preclusion or issue preclusion or similar defense or counterclaim, or
4 in connection with any proceeding to enforce the terms of this Stipulation;

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

15 (d) shall be construed against any of the Releasees as an admission,
16 concession, or presumption that the consideration to be given under the Settlement
17 represents the amount which could be or would have been recovered after
18 trial; *provided, however*, that if the Stipulation is approved by the Court, the Parties
19 and the Releasees and their respective counsel may refer to it to effectuate the
20 protections from liability granted thereunder or otherwise to enforce the terms of the
21 Settlement.

22 28. **Supporting Papers**—Lead Counsel shall file the motion for attorneys'
23 fees and reimbursement of Litigation Expenses by **September 24, 2019**. Lead
24 Counsel's deadline for filing the motion for final approval is **October 25, 2019**.

25 29. Neither Defendants, the other Defendants' Releasees, nor Defendants'
26 insurers shall have any responsibility for the Plan of Allocation or any application
27 for attorneys' fees or expenses submitted by Lead Counsel or Lead Plaintiffs, and
28 such matters will be considered separately from the fairness, reasonableness, and

1 adequacy of the Settlement.

2 30. **Joint Status Report**—If the Parties encounter any difficulties in
3 connection with the matters governed by this Order (*e.g.*, the interim Claims rate is
4 abnormally low), they shall forthwith file a joint status report to alert the Court of
5 any such development.

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

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9 DATED: May 17, 2019

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11 **IT IS SO ORDERED.**

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DOLLY M. GEE
UNITED STATES DISTRICT JUDGE