

WHEREAS (a) Plaintiff and Class Representative Sonny St. John (the “State Class Representative”) on behalf of himself and the Settlement Class (as defined below) and Guozhang Wang (the “Federal Plaintiff” and, together with the State Class Representative, the “Plaintiffs”), the Lead Plaintiff in a related action captioned *Dong v. Cloopen Group Holding Limited, et al.*, No. 1:21-cv-10610-JGK-RWL (S.D.N.Y.) (the “Federal Action” and, collectively with the State Action, the “Actions”); (b) Defendant Cloopen Group Holding Limited (“Cloopen” or the “Company”); (c) Defendants Changxun Sun, Yipeng Li, Xiegang Xiong, Cheng Luo, Kui Zhou, and Qingsheng Zheng (collectively, the “Cloopen Individual Defendants”)¹; (d) Defendants Cogency Global Inc. and Colleen A. De Vries (collectively, the “Cogency Defendants”); (e) the underwriters of Cloopen’s initial public offering (the “IPO” or the “Offering”) of Cloopen’s American Depositary Shares (“ADS(s)”), specifically, Defendants Goldman Sachs (Asia) L.L.C., Citigroup Global Markets Inc., China International Capital Corporation Hong Kong Securities Limited, Tiger Brokers (NZ) Limited, Futu Inc. (n/k/a Moomoo Financial Inc.) (the “Underwriter Defendants” and, collectively with Cloopen, the Cloopen Individual Defendants, and the Cogency Defendants, the “Defendants”), have entered into the Stipulation of Settlement, dated as of August 16, 2023 (the “Stipulation”)², which is subject to review under Article 9 of the New York Civil Practice Law and Rules (“CPLR”) and which, together with the exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement and dismissal of the above-captioned class

¹ The following Defendants were not served in the State Action: China International Capital Corporation Hong Kong Securities Limited (“CICC”), Changxun Sun, Yipeng Li, Xiegang Xiong, Cheng Luo, Kui Zhou, and Qingsheng Zheng. Certain of those Defendants were served in the Federal Action, specifically: CICC, Changxun Sun, Yipeng Li, Xiegang Xiong, Cheng Luo, Kui Zhou, and Qingsheng Zheng. While none of the Defendants listed in this Footnote are required to appear in the State Action and reserve all rights in that respect, they are included in the Settlement as to both Actions and as such do not dispute the Court’s jurisdiction over them only for the purposes of the Settlement.

² Capitalized terms used herein have the meanings set forth in the Stipulation.

action (the “Action”) and the Federal Action; and the Court having read and considered the Stipulation, the exhibits thereto, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order; and the Parties having consented to the entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Pursuant to §§ 901 and 902 of the CPLR and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of a Settlement Class consisting of all persons who (a) purchased or otherwise acquired Cloopen ADSs pursuant or traceable to the F-1 registration statement (including all amendments made thereto) and related prospectus on Form 424B4 (collectively, the “Offering Documents”) issued in connection with Cloopen’s IPO; and/or (b) purchased or otherwise acquired Cloopen ADSs between February 9, 2021 and May 10, 2021, inclusive (the “Class Period”), and who were damaged thereby. Excluded from the Settlement Class are Defendants, the officers and directors of Cloopen, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest. In addition, any person or entity who or which submits a request for exclusion from the Settlement Class that is accepted by the State Court shall also be excluded from the Settlement Class.

2. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for class certification under CPLR § 901 have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class, and such questions predominate over any questions affecting only individual members; (c) the State Plaintiff’s claims are typical of the Settlement Class’s claims he seeks to represent; (d) the State

Plaintiff will fairly and adequately protect the interests of the Settlement Class; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. In so finding, the Court has considered each of the following additional factors under CPLR § 902 and finds that they also support class certification, namely:

- a. the (lack of) interest of members of the class in individually controlling the prosecution of separate actions;
- b. the impracticability and inefficiency of prosecuting or defending separate actions;
- c. the extent and nature of any litigation concerning the controversy already commenced by or against members of the class, including the benefits flowing to the class and the broader interests of judicial efficiency in resolving both this Action and the Federal Action as part of a global settlement by all parties in both Actions in accord with the terms of the Stipulation;
- d. the desirability or undesirability of concentrating the litigation of the claims in the particular forum, including the benefits flowing to the class and the broader interests of judicial efficiency in resolving both this Action and the Federal Action as part of a global settlement by all parties in both Actions in accord with the terms of the Stipulation; and
- e. the (lack of) difficulties likely to be encountered in the management of a class action, given, *inter alia*, that the proposed class is being settled in the context of a settlement (such that, if the Settlement is approved, there will be no class action litigation for the Court to manage).

4. On April 11, 2023, State Plaintiff was certified as the class representative (“Class Representative”) of all persons who purchased or otherwise acquired Cloopen ADSs pursuant or traceable to the Offering Documents issued in connection with Cloopen’s IPO (State Action, NYSCEF Dkt. No. 103). Pursuant to Article 9 of the CPLR, preliminarily and for purposes of the Settlement only, State Plaintiff is certified as the Class Representative of the entire Settlement Class and State Class Counsel (“Counsel”) is appointed as Class Counsel for the Settlement Class.

5. The Court preliminarily finds that: (a) the Stipulation resulted from good faith, arm’s length negotiations conducted under the auspices of an independent mediator, Robert Meyer, Esq., who has extensive experience in mediating class action litigations of this type; and (b) the

terms of the proposed Settlement are sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing to be held following the issuance of such notice pursuant to CPLR § 909.

6. The Court therefore preliminarily approves the Settlement, subject to further consideration at the Fairness Hearing.

7. The Court hereby schedules the Fairness Hearing, to be held before the Court, on January 23 2023 at ^{4 10:30} ~~10~~ : a.m. for the following purposes:

- (a) to determine finally whether the requirements for class action treatment under Article 9 of the CPLR are satisfied;
- (b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;
- (c) to determine whether the Judgment as provided under the Stipulation should be entered, dismissing the Action on the merits and with prejudice, and whether the release by the releasing Parties of the Released Claims against the Released Plaintiffs' and Defendants' Parties, as set forth in the Stipulation, should be ordered;
- (d) to determine finally whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund is fair and reasonable and should be approved by the Court;
- (e) to consider Counsel's Fee and Expense Application for an award of attorneys' fees and expenses (including any awards to the representative plaintiffs);
- (f) to consider any valid objections or requests to "opt-out" submitted to the Court, as further provided for herein and in the accompanying proposed forms of Notice; and
- (g) to rule upon such other matters as the Court may deem appropriate.

8. The Court reserves the right to modify this Order to provide that the Fairness Hearing be held remotely, including by dial-in conference call or video-conferencing means. Should the Court enter such a modification, Counsel is hereby ordered to cause the Claims Administrator to promptly provide prominent notice of such modification (including relevant details and instructions as to how Settlement Class Members may dial in or log in and, to the extent applicable, to be heard at the Fairness Hearing) on a website to be established by the Claims

Administrator in this matter for the purposes of facilitating the dissemination of the Notice and other information about this Action (the "Settlement Website").

9. The Court also reserves the right to adjourn the Fairness Hearing to a later date or time without further notice to the Settlement Class Members other than by entry of an Order on the Court's docket (provided that the time or the date of the Fairness Hearing shall not be set at a time or date earlier than the time and date set forth in ¶7 above). In such event, however, Counsel is directed to instruct the Claims Administrator to post notice of any such adjournment on the Settlement Website.

10. Following the Fairness Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Parties may agree, without further notice, and to enter its Judgment approving the Settlement and dismissing the Action on the merits and with prejudice, and regardless of whether it has approved the Plan of Allocation or awarded attorneys' fees and expenses.

11. The Court approves the form and substance of: (a) the Notice; (b) the Summary Notice; and (c) the Proof of Claim and Release Form, all of which are exhibits to the Stipulation.

12. The Court finds that Class Counsel has the authority to enter into the Settlement on behalf of the Settlement Class and to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Stipulation, or that are reasonably necessary to consummate the Settlement.

13. For settlement purposes only, A.B. Data, Ltd. is appointed as the Claims Administrator to supervise and administer the notice procedure and the processing of claims.

14. Huntington Bank is appointed as the Escrow Agent.

15. In full and final settlement of the claims asserted in the State and Federal Actions and in consideration of the releases specified below, Cloopen shall deposit or cause to be deposited the Settlement Amount into an interest-bearing escrow account established for the Settlements within ten (10) business days after the later of: (i) the State Court having entered an order preliminarily approving the Settlements, and (ii) Plaintiffs' Counsel providing to Cloopen's Counsel all information necessary to effectuate a transfer of funds to the Escrow Account, including, without limitation, (a) wire transfer instructions (including bank name and ABA routing number, address, account name and number), (b) payment address, and (c) a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number. Cloopen shall pay or cause to be paid the Settlement Amount of U.S. \$12 million (twelve million U.S. dollars) by wire into the Escrow Account.

16. The Claims Administrator shall cause the Notice and Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, by the tenth (10th) calendar day after entry of this Order, to all Settlement Class Members who can be identified with reasonable effort, including nominees or custodians who purchased or acquired Cloopen ADSs during the relevant period as record owners but not as beneficial owners. In accordance with ¶4.3 of the Stipulation, to the extent it has not already done so, Cloopen shall provide to the Claims Administrator the last known names and addresses of all persons who, based on the records of Cloopen or of the depository bank for Cloopen ADSs, are likely members of the Settlement Class, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. Nominees or custodians receiving the Notice are hereby directed, within twenty (20) business days of receipt of the Notice and Proof of Claim and Release Form, to either (a) forward copies of the Notice and Proof of Claim to their beneficial owners; or (b) provide the

Claims Administrator with lists of the names, last known addresses, and email addresses (to the extent known) of such beneficial owners, in which case the Claims Administrator is directed to send the Notice and Proof of Claim form promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to their beneficial owners shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners. The Claims Administrator shall, if requested, reimburse nominees or custodians out of the Settlement Fund solely for their reasonable out-of-pocket expenses, as set forth in the Notice, which expenses would not have been incurred except for the sending of such notice or the requirement to identify their beneficial holders.

17. Class Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Defendants and file with the Court proof of the mailing of the Notice and Proof of Claim and Release Form as required by this Order.

18. Class Counsel, through the Claims Administrator, shall cause the Stipulation and its exhibits, this Order, and a copy of the Notice and Proof of Claim and Release Form to be posted on the Settlement Website to be established by the Claims Administrator for the Settlement within twelve (12) business days after entry of this Order.

19. Class Counsel, through the Claims Administrator, shall cause the Summary Notice to be published electronically once on *PRNewswire* and in print once in *Investor's Business Daily* within fifteen (15) business days of entry of this Order. Class Counsel shall, at least seven (7) calendar days before the Fairness Hearing, serve upon counsel for the Defendants and file with the Court proof of publication of the Summary Notice.

20. The forms and methods set forth herein for notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Article 9 of the CPLR, and all other applicable laws and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided for therein, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

21. All reasonable fees and expenses incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor their Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided in the Stipulation.

22. To be eligible to participate in any recovery from the Net Settlement Fund, if the Settlement becomes effective, each Settlement Class Member must take the following actions and be subject to the following conditions:

- (a) Within 120 calendar days after the deadline set by the Court for the Claims Administrator to mail the Notice to the Settlement Class (*see* ¶15), each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim, substantially in the form of Exhibit A-2 attached hereto, signed under penalty of perjury and accompanied by adequate supporting documentation for the

transactions reported therein as specified in the Proof of Claim to show, or by such other supporting documentation as is deemed adequate by the Claims Administrator.

- (b) Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and Settlement set forth therein, but will, in all other respects, be subject to and bound by the provisions of the Stipulation, the releases contained therein, and the Judgment. Notwithstanding the foregoing, Class Counsel may, in its discretion (a) accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed; and (b) waive what Class Counsel deems to be de minimis or technical defects in any Proof of Claim submitted. In connection with processing the Proofs of Claim, no discovery shall be allowed on the merits of the Action or Settlement. No Person shall have any claim against any Plaintiff, Plaintiffs' Counsel, or the Claims Administrator by reason of any exercise of discretion with respect to such late-submitted or technically deficient claims.
- (c) Each Proof of Claim and Release Form shall be deemed to have been submitted when legibly postmarked (if properly addressed and mailed by first class mail), provided such Proof of Claim and Release Form is actually received before the filing of a motion for an Order of the Court approving distribution of the Net Settlement Fund. Any Proof of Claim and Release Form submitted in any other manner shall be deemed to have been submitted when it was actually received by the Claims Administrator at the address designated in the Notice.

- (d) Once the Claims Administrator has considered a timely submitted Proof of Claim, it shall determine whether such claim is valid, deficient, or rejected. For each claim determined to be either deficient or rejected, the Claims Administrator shall send a deficiency letter or rejection letter as appropriate, describing the basis on which the claim was so determined. Persons who timely submit a Proof of Claim that is deficient or otherwise rejected shall be afforded twenty (20) calendar days to cure such deficiency if it shall appear that such deficiency may be cured. If any Claimant whose claim has been rejected in whole or in part wishes to contest such rejection the Claimant must, within twenty (20) calendar days after the date of mailing of the notice of such rejection, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's ground for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If an issue concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.
- (e) As part of the Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court with respect to the claim submitted, and shall, upon the Effective Date, release all claims as provided in the Stipulation. No discovery shall be allowed on the merits of the Action or the Settlement in connection with processing of the Proof of Claim, nor shall any discovery from or of Defendants be allowed on any topic.

23. Settlement Class Members who do not submit valid and timely Proofs of Claim will be forever barred from receiving any payments from the Net Settlement Fund, but, subject to ¶24 below, will in all other respects be subject to and bound by the terms of the Stipulation and the Judgment, if entered and the Settlement becomes effective, and will be permanently barred and

enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendants' Parties with respect to the Plaintiffs' Released Claims.

24. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by first class mail, postage prepaid, or otherwise deliver it, so that it is received no later than thirty (30) calendar days prior to the Fairness Hearing) (the "Exclusion Deadline"), to the address for the Claims Administrator listed in the Notice. To be valid, an exclusion request must clearly (a) state the name, address, phone number, and any e-mail contact information of the Person seeking exclusion, (b) state that the sender "requests to be excluded from the Settlement Class in *St. John v. Cloopen Group Holding Limited, et al.*, Index No. 652617/2021"; and (c) state (i) the date, number of Cloopen ADSs, and dollar amount of each of their purchases, acquisitions, or sales of such ADSs made pursuant or traceable to the Offering Documents and/or during the Class Period; and (ii) the number of Cloopen ADSs they held as of February 9, 2021 (the date of the IPO). To be valid, exclusion requests must be submitted with documentary proof of (i) each purchase or acquisition and, if applicable, sale transaction of Cloopen ADSs made pursuant or traceable to the Offering Documents and/or during the Class Period; and (ii) the Person's status as a beneficial owner of the Cloopen ADSs at issue. Any such request for exclusion must be signed and submitted by the beneficial owner. The request for exclusion shall not be effective unless it provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. The Claims Administrator and/or Class Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion.

25. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Defendant Cloopen's Counsel and to Class Counsel as soon as possible and no later than the Exclusion Deadline or on receipt (if later than the Exclusion Deadline). The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

26. Any Person that submits a request for exclusion may thereafter submit to the Claims Administrator, Class Counsel, Defendant Cloopen's Counsel, or the Court a written revocation of that request for exclusion, provided that it is received before the Fairness Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely, and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

27. The Court will consider objections to the Settlement, the Plan of Allocation, and/or the Fee and Expense Application, provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement or Plan of Allocation or, if approved, the Judgment, or any other order relating thereto, unless that Person has filed their objection(s) (and any supporting papers and briefs) with the Clerk of the Court, New York Supreme Court, New York County, 60 Centre Street, New York, NY 10007 *and* served copies of such materials on each of the following counsel at least twenty-one (21) calendar days prior to the final Fairness Hearing:

Max R. Schwartz
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Sheryl Shapiro Bassin
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BERGER MONTAGUE PC
1818 Market Street, Suite 3600
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Email: mdellangelo@bm.net

To be valid, an objection must set forth the Settlement Class Member's: (1) name, address, and telephone number; (2) a list of all of their purchases, acquisitions, sales, and dispositions of Cloopen ADSs during the Class Period (in order to show their membership in the Settlement Class); (3) all grounds for the objection; and (4) the name, address, and telephone number of the Settlement Class Member's counsel, if any. The objection must be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Fairness Hearing is not necessary but Persons wishing to be heard orally in opposition to approval of the Stipulation, Plan of Allocation, and/or Fee and Expense Application must state in their written objection that they intend to appear at the Fairness Hearing and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Fairness Hearing. Settlement Class Members need not appear at the Fairness Hearing or take any other action to show their approval. Any Settlement Class Member who files an objection as set forth in this paragraph may be required by counsel for the Class or Defendants, or the Court, to submit documentary proof of (i) each purchase or acquisition and, if applicable, sale transaction of Cloopen ADSs made pursuant or traceable to the Offering Documents and/or during the Class Period; and (ii) the Person's status as a beneficial owner of the Cloopen ADSs at issue.

28. Unless otherwise ordered by the Court, any Settlement Class Member who does not object in the manner prescribed above shall: be deemed to have waived all such objections; be forever foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, any Judgment approving the Settlement, and any orders approving the Plan of

Allocation or the Fee and Expense Application; be bound by all the terms and provisions of the Stipulation and by all proceedings, orders, and judgments in the Action; and be foreclosed from appealing from any judgment or order entered in this Action.

29. All papers in support of the Settlement, Plan of Allocation, and/or the Fee and Expense Application shall be filed and served no later than thirty-five (35) calendar days before the Fairness Hearing.

30. Any submissions filed in response to any objections or in further support of the Settlement, Plan of Allocation, and/or Fee and Expense Application shall be filed no later than seven (7) calendar days prior to the Fairness Hearing.

31. Defendants and their counsel shall have no responsibility for, or liability with respect to, the Plan of Allocation or, the Fee and Expense Application (including any payments to the representative plaintiffs) submitted by Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

32. Pending final determination of whether the Settlement should be approved, the Plaintiffs, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Plaintiffs' Released Claims against any of the Released Defendants' Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in the State Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Stipulation, are hereby stayed and suspended until further order of the Court.

33. All funds held by the Escrow Bank shall be deemed to be in the custody of, and subject to the jurisdiction of, the Court until such time as such funds are either distributed or returned pursuant to the Stipulation, Plan of Allocation and/or further order of the Court.

34. Neither this Order, nor the Stipulation (including the Settlement contained therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:


- (a) is or may be deemed to be, or may be used as an admission, concession, or evidence of, the validity or invalidity of any Plaintiffs' Released Claims, the truth or falsity of any fact alleged by any Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in either Action, or of any deception, wrongdoing, liability, negligence, or fault of Defendants, the Released Defendants' Parties, or each or any of them, or that any Plaintiff or Settlement Class Member was harmed or damaged by any conduct by Defendants;
- (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Defendants or the Released Defendants' Parties in any arbitration proceeding or any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal;
- (c) is or may be deemed to be or shall be used, offered, or received against Defendants, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, as an admission, concession, or evidence of the validity or invalidity of the Plaintiffs' Released Claims, the infirmity or strength of any claim raised in either Action, the truth or falsity of any fact alleged by any Plaintiff or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in either Action; and

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Defendants, the Released Defendants' Parties, the Released Plaintiffs' Parties, or any of them, that any of Plaintiffs' or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in either Action would have been greater or less than the Settlement Fund, or that the consideration to be given pursuant to the Stipulation represents an amount equal to, less than, or greater than the amount which could have or would have been recovered after trial.

35. In the event the Settlement is not consummated in accordance with the terms of the Stipulation, then the Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, the Released Defendants' Parties, or the Released Plaintiffs' Parties, and each Plaintiff and Defendant shall be restored to his, her, or its respective litigation positions as they existed immediately prior to May 12, 2023, when the mediator confirmed to the Parties that they had agreed to his proposal. However, modifications to the Plan of Allocation shall not constitute grounds sufficient to nullify, void, or cancel the Settlement.

36. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement and the Stipulation including, by way of illustration and not limitation, the enforcement thereof.

DATED: October 5, 2023



HON. ANDREW BORROK
SUPREME COURT OF THE STATE OF NEW YORK,
NEW YORK COUNTY, COMMERCIAL DIVISION