

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

*In re: Amicus Therapeutics, Inc.  
Securities Litigation*

Case No. 3:15-cv-07350-PGS-DEA

*Consolidated with 3:15-cv-07380 and  
3:15-cv-07448 (per Dkt. No. 40)*

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement ("Stipulation"), dated April 14, 2017, is entered between the following parties in the above-captioned consolidated class action: (i) lead plaintiff Dr. Barry Brenner ("Brenner" or "Lead Plaintiff"), by and through his undersigned counsel, on his own behalf and on behalf of the Class (defined below), and (ii) defendants Amicus Therapeutics, Inc. ("Amicus" or the "Company"), John F. Crowley and Jay A. Barth (the "Individual Defendants," and together with Amicus, the "Defendants," and together with Lead Plaintiff, each a "Party" and collectively the "Parties"), through their undersigned counsel. This Stipulation is intended to fully, finally, and forever resolve, discharge, settle, and dismiss all claims in the above-captioned consolidated class action, subject to the approval of the Court (as defined below).

**WHEREAS:**

A. On October 7, 2015, Lifestyle Investments, LLC filed a class action complaint in the United States District Court for the District of New Jersey (the

"District Court" or "Court") against Amicus and its Chairman and Chief Executive, Mr. Crowley. *Lifestyle Investments, LLC v. Amicus Therapeutics, Inc., et al.*, No. 3:15-cv-07350 (D.N.J. Oct. 7, 2015). The complaint alleged that Defendants made materially false and misleading statements to Amicus investors in violation of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995 (the "PSLRA"), 15 U.S.C. §§ 78j(b), 78t(a), and Rule 10b-5 promulgated thereunder, 17 C.F.R. § 240.10b-5 (the "Exchange Act"), on behalf of a class of purchasers of the Company's common stock between September 15, 2015 and October 1, 2015.

B. On October 8, 2015, Gary Frechter filed a complaint in the same Court against Amicus, Mr. Crowley and Amicus' Chief Financial Officer, Dr. Barth. *Frechter v. Amicus Therapeutics, Inc., et al.*, No. 3:15-cv-07380 (D.N.J. Oct. 8, 2015). This action also alleged that Defendants made materially false and misleading statements to Amicus investors in violation of Sections 10(b) and 20(a) of the Exchange Act, but set a class period beginning on March 19, 2015, and running through October 1, 2015.

C. On October 13, 2015, Michael R. Harvey filed a complaint in the same Court against Amicus and Mr. Crowley that was virtually identical to the complaint filed by *Lifestyle Investments, LLC*, also alleging that Defendants made

materially false and misleading statements to Amicus investors. *Harvey v. Amicus Therapeutics, Inc., et al.*, No. 3:15-cv-07448 (D.N.J. Oct. 13, 2015).

D. On May 26, 2016, the Court consolidated the three actions (the "Securities Actions"), appointed Dr. Barry Brenner as Lead Plaintiff, and approved Lead Plaintiff's selection of Block & Leviton LLP and Gardy Notis LLP as Lead and Liaison counsel, respectively, in the consolidated action (the "Action"). The case is currently assigned to the Honorable Peter G. Sheridan.

E. Dr. Brenner filed a Consolidated Amended Class Action Complaint (the "Complaint") against Amicus, Mr. Crowley and Dr. Barth on July 11, 2016. The Complaint adopted the longer class period urged by the *Frechter* action, and alleged that (1) all Defendants made material misrepresentations and omitted from disclosure material facts necessary to make the statements made not misleading in violation of Section 10(b) and Rule 10b-5 of the Exchange Act, and (2) the Individual Defendants are liable for any primary violation of the Exchange Act as alleged control persons under Section 20(a) of the Exchange Act.

F. Lead Plaintiff purchased Amicus common stock during the Class Period (defined below) and suffered losses on those purchases.

G. On August 25, 2016, Defendants filed a Motion to Dismiss the Complaint. Lead Plaintiff opposed that motion on September 26, 2016. Defendants replied on October 28, 2016.

H. On November 1, 2016, Magistrate Judge Douglas E. Arpert held a telephone conference with counsel for the Parties. During the teleconference, the Parties agreed to attend an out-of-court mediation to see if the case could be resolved before the Motion to Dismiss was decided.

I. On January 12, 2017, the Parties participated in a mediation led by Jed D. Melnick, Esq., of JAMS. The Parties engaged in arm's-length negotiations and were unable to reach an agreement on that date, but continued settlement discussions through Mr. Melnick as a mediator. On February 16, 2017, following additional arms'-length negotiations facilitated by Mr. Melnick, the Parties reached an agreement-in-principle concerning the proposed settlement of the Action.

J. In those arm's-length negotiations, counsel for the Parties did not discuss the appropriateness or amount of any application by Lead Counsel for an award of attorneys' fees and expenses.

K. The Parties have reached an agreement providing for the settlement of the Action on the terms and subject to the conditions set forth below (the "Settlement").

L. Lead Counsel, who asserts that they investigated the claims asserted herein prior to filing the Complaint, including witness interviews, a review of news articles, stock market analyst reports and filings with the Securities and Exchange Commission, among others, and considered the claims asserted in the Action, the

legal and factual defenses thereto, and the applicable law, concluding that (i) it is in the best interests of the Class (defined below) to enter into this Settlement in order to avoid the uncertainties of litigation and to assure that the benefits reflected herein are obtained for the Class (defined below) and (ii) the Settlement set forth herein is fair, reasonable and adequate and in the best interests of Class Members (defined below).

M. Defendants believe that they are not liable for the claims asserted against them in the Action and that they have good and meritorious defenses thereto. They have nevertheless agreed to enter into this Settlement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and thereby to put to rest this controversy and avoid the risks inherent in litigation.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, through their respective counsel of record, that, subject to the approval of the District Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the PSLRA and other conditions set forth herein, in consideration of the benefits flowing to the Parties hereto, that the Action and all Plaintiffs' Settled Claims (defined below) and Defendants' Settled Claims (defined below) shall be fully, finally, and forever compromised, settled, released, discharged, and dismissed with prejudice, upon and subject to the following terms and conditions:

## 1 Definitions

1.1 In addition to the terms defined above and below, the following capitalized terms used in this Stipulation and its exhibits shall have the meanings specified below:

a. "Authorized Claimant(s)" means a Class Member (defined below) who submits a timely and valid Proof of Claim (defined below) to the Claims Administrator (defined below), in accordance with the requirements established by the Court, and that is approved for payment from the Settlement Fund (defined below).

b. "Claimant" means a Class Member that submits a Proof of Claim to the Claims Administrator (defined below) seeking to share in the proceeds of the Settlement Fund (defined below).

c. "Claims Administrator" means the administrator retained by Lead Counsel on behalf of the Class (defined below) with the approval of the Court in connection with the distribution of the Notice (defined below) and Proof of Claim form (defined below) to the Class (defined below), and to administer the Settlement.

d. "Class" means any and all record and beneficial holders of Amicus common stock, their respective successors in interest, successors, predecessors in interest, predecessors, representatives, trustees, executors, administrators, heirs,

assigns or transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns, who purchased or otherwise acquired (other than through Amicus' September 30, 2015 acquisition of Scioderm, Inc.) shares of Amicus common stock between and including March 19, 2015 and October 1, 2015. Excluded from the Class are: Individuals named as defendants in the Action, Amicus' current and former directors and officers and their immediate family members, and any entity controlled by Amicus' current and former directors and officers. Also excluded from the Class is any person or entity who excludes themselves by filing a timely Request for Exclusion (defined below).

e. "Class Distribution Order" means an order entered by the Court authorizing and directing that the Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

f. "Class Member(s)" means a person or entity that is a member of the Class.

g. "Class Period" means the time-period between and including March 19, 2015 and October 1, 2015.

h. "Defendants' Counsel" means the law firms of Skadden, Arps, Slate, Meagher & Flom LLP and Pepper Hamilton LLP.

i. "Defendant Released Persons" means each Defendant or any of their controlling persons, associates, related or affiliated entities, and each and all of their respective past or present officers, directors, employees, partners, members, shareholders, principals, agents, representatives, attorneys, auditors, financial or investment advisors, consultants, underwriters, accountants, investment bankers, commercial bankers, entities providing fairness opinions, advisors, insurers, reinsurers, heirs, spouses, executors, trustees, general or limited partners or partnerships, limited liability companies, members, joint ventures, personal or legal representatives, estates, administrators, predecessors, successors or assigns, or any member of their immediate families, marital communities, or any trusts for which any of them are trustees, settlers or beneficiaries, or anyone acting or purporting to act for or on behalf of any of them or their successors.

j. "Defendants' Settled Claims" means any and all claims (including Unknown Claims), for damages, injunctive relief, or any other remedies against Plaintiff Released Persons based upon, arising from, or related to the prosecution and/or settlement of the Action and the Putative Securities Actions by Defendants, including any claim or assertion that Federal Rule of Civil Procedure 11 was violated in any manner; provided, however, that the Defendants' Settled Claims shall not release any claims to enforce the Settlement.

k. "Effective Date" means the first date by which all of the following have occurred: (i) the Court has entered the Preliminary Approval Order; (ii) Amicus (or its insurers) shall have paid the Settlement Amount into the Escrow Account (defined below); (iii) the Court has approved the Settlement following notice to the Class and the Settlement Hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure; and (iv) the Order and Final Judgment (defined below) has either been finally affirmed on appeal or is no longer subject to appeal (or further appeal) and the time for any petition for reargument, appeal or review thereof has expired.

l. "Escrow Account" means an escrow account to be designated by Lead Counsel at an independent bank that is mutually agreeable to the Parties, subject to the Court's supervisory authority, into which Defendants shall deposit or cause to be deposited the Settlement Amount.

m. "Notice" means the Notice of Pendency of Consolidated Class Action, Preliminary Approval Order and Proposed Settlement, Settlement Hearing and Right to Appear, substantially in the form of Exhibit A(1) attached hereto.

n. "Order and Final Judgment" means the Order and Final Judgment to be entered by the Court in the Action, substantially in the form of Exhibit B attached hereto.

o. "Plaintiffs' Counsel" collectively means Gardy Notis LLP ("Liaison Counsel"), and Block & Leviton LLP ("Lead Counsel").

p. "Plaintiff Released Persons" means Lead Plaintiff, Lead Counsel, any and all Class Members, their attorneys or agents.

q. "Plaintiffs' Settled Claims" means any and all actions, causes of action, claims (including Unknown Claims), duties, debts, demands, rights, disputes, suits, matters, damages, losses, costs, expenses, obligations, proceedings, issues, judgments, and liabilities of every nature and description whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, foreseen or unforeseen, liquidated or unliquidated, accrued or unaccrued, matured or unmatured, concealed or hidden, at law or in equity, whether class, individual, direct, derivative, representative, legal, equitable, or any other type or in any other capacity against Defendant Released Persons, which now exist, or heretofore have existed, or can, shall or may exist, whether arising under federal, state, common or foreign law, including the federal securities laws and any state disclosure law, or at equity, that (a) Lead Plaintiff or any Class Member has asserted in this Action, or could have asserted in the Action or in any other proceeding or forum that concern, arise out of, refer to, are based upon, or are related in any way to the allegations, events, acts, transactions, facts, matters, occurrences, representations, statements, or omissions alleged, involved, set forth or referred to in the Complaint or the

Action, or in the Securities Actions consolidated therein, including, without limitation, all of Defendants' public filings and statements cited therein; (b) would have been barred by res judicata or collateral estoppel had the Action been fully litigated to a final judgment; or (c) could have been, or in the future could be, asserted in any forum or proceeding or otherwise by Lead Plaintiff or any Class Member that relate to purchase, sale, acquisition or holding of Amicus common stock during the Class Period; provided, however, that the Plaintiffs' Settled Claims shall not release any claims to enforce the Settlement.

r. "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the settlement, and authorizing the Notice to be provided to the Class and scheduling the Settlement Hearing, which subject to the approval of the Court, shall be substantially in the form attached hereto as Exhibit A.

s. "Proof(s) of Claim" means the form provided to Class Members by the Claims Administrator for purposes of submitting a claim, substantially in the form attached hereto as Exhibit A(2).

t. "Recognized Loss" means an Authorized Claimant's loss as determined by the Claims Administrator.

u. "Settlement Hearing" means the hearing to be held by the Court to, among other things, (i) determine whether the Class as defined above should be

certified pursuant to the Federal Rule of Civil Procedure 23(b)(3); (ii) determine whether the proposed Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class, (iii) determine whether all of the Lead Plaintiff and the Class' claims should be dismissed with prejudice; (iv) determine whether the proposed Order and Final Judgment approving the Settlement should be entered; (v) determine whether, and in what amount, an award of attorneys' fees and expenses should be paid to Plaintiffs' Counsel; (vi) consider any objections to the proposed Settlement or to Plaintiffs' Counsels' application for an award of attorneys' fees and expenses; and (vii) rule on such other matters as the Court may deem necessary and appropriate.

v. "Settlement Amount" means three million, seven hundred and fifty thousand U.S. dollars (\$3,750,000.00).

w. "Settlement Fund" means the Settlement Amount plus any interest earned thereon after it is deposited into the Escrow Account.

x. "Summary Notice" means the Summary Notice of Pendency and Proposed Settlement of Consolidated Class Action, in substantially the form attached as Exhibit A(3) hereto.

y. "Taxes" means any taxes due and payable with respect to the income earned by the Settlement Fund, including any interest or penalties thereon.

z. "Tax Expenses" means any reasonable expenses and costs incurred in connection with the payment of Taxes or the preparation of tax returns, including, without limitation, reasonable expenses of tax attorneys and/or accountants and/or other advisors and reasonable expenses relating to the filing of or failure to file all necessary or advisable tax returns.

aa. "Unknown Claims" means any claim that Defendants, Lead Plaintiff, or any Class Member does not know or suspect exists in his, her or its favor at the time of the release of the Plaintiffs' Settled Claims and Defendants' Settled Claims as against the Defendant Released Persons and Plaintiff Released Persons, respectively, including without limitation those which, if known, might have affected the decision to enter into the Settlement, or not to object to this Settlement, or not to exclude himself, herself or itself from the Class.

## **2 Settlement Consideration**

2.1 In consideration for the full settlement and release of Plaintiffs' Settled Claims against all Defendant Released Persons and the dismissal with prejudice of the Action, Amicus (or its insurers), on behalf of all Defendants, shall pay the Settlement Amount into the Escrow Account within (10) business days of the Court granting the Preliminary Approval Order. Upon the establishment and funding of an Escrow Account, Defendants' Counsel shall be provided with the Settlement Fund's taxpayer ID number and any other information Defendants need

to effectuate payment. The Settlement Amount shall be invested in securities backed by the full faith and credit of the United States Government.

### **3 Releases**

3.1 Upon the Effective Date, Lead Plaintiff and each of the Class Members (on behalf of themselves and their respective heirs, executors, trustees, administrators, predecessors, successors and assigns) shall be deemed to have and by operation of the Order and Final Judgment shall have fully, finally, and forever waived, released, relinquished, discharged and dismissed Plaintiffs' Settled Claims against any and all Defendant Released Persons (whether or not Lead Plaintiff or such Class Member submits a Proof of Claim Form).

3.2 Upon the Effective Date, Defendants (on behalf of themselves and their respective heirs, executors, trustees, administrators, predecessors, successors and assigns) shall be deemed to have and by operation of the Order and Final Judgment shall have fully, finally, and forever waived, released, relinquished, discharged and dismissed Defendants' Settled Claims against any and all Plaintiff Released Persons.

3.3 The releases contemplated in paragraphs 3.1 and 3.2 will extend to all claims that Lead Plaintiff and the Class Members and Defendants do not know or suspect to exist at the time of the releases, which, if known, might have affected the decision to enter into the releases and participate in the Settlement.

Additionally, the Order and Final Judgment will include a provision that Defendants and Lead Plaintiff acknowledge, and each of the Class Members by operation of law shall be deemed to have acknowledged, that any or all of them may discover facts in addition to or different from those now known or believed to be true by them with respect to the subject matter of Plaintiffs' Settled Claims and Defendants' Settled Claims, but that it is the intention of Defendants, Lead Plaintiff, and by operation of law the intention of each of the Class Members, to completely, fully, finally, and forever compromise, settle, release, discharge, extinguish, and dismiss any and all Plaintiffs' Settled Claims and Defendants' Settled Claims, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, claims relating to conduct that is negligent, reckless, intentional, with or without malice, or any breach of any duty, law or rule, without regard to the subsequent discovery of additional or different facts. Defendants and Lead Plaintiff acknowledge, and each of the Class Members by operation of law shall be deemed to have acknowledged, that "Unknown Claims" are expressly included in the definition of "Plaintiffs' Settled Claims" and "Defendants' Settled Claims," and that such inclusion was expressly bargained for and was a material element of the

Settlement and was relied upon by Lead Plaintiff and Defendants in entering into the Settlement.

3.4 The Settlement is intended to extinguish all of the Plaintiffs' Settled Claims and the Defendants' Settled Claims and, consistent with such intention, upon the Effective Date, Defendants and Lead Plaintiff expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, to the fullest extent permitted by law, the provisions, rights and benefits of any state, federal, or foreign law or principle of common law, which may have the effect of limiting the releases set forth above. This shall include a waiver by the Lead Plaintiff and each of the Class Members and Defendants of any rights pursuant to section 1542 of the California Civil Code (or any similar, comparable, or equivalent provision of any federal, state, or foreign law, or principle of common law), which provides:

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

3.5 Defendants and Lead Plaintiff acknowledge, and each of the Class Members shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and was a

material element of the Settlement and was relied upon by each and all of the Defendants and Lead Plaintiff in entering into the Settlement.

3.6 Upon the Effective Date, Lead Plaintiff and each of the Class Members, and anyone claiming through or on behalf of any of them, in accordance with the terms of the proposed Order and Final Judgment attached hereto as Exhibit B, are forever barred and enjoined from commencing, instituting, maintaining, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of Plaintiffs' Settled Claims.

3.7 Upon the Effective Date, Defendants, and anyone claiming through or on behalf of any of them, in accordance with the terms of the proposed Order and Final Judgment attached hereto as Exhibit B, are forever barred and enjoined from commencing, instituting, maintaining, or continuing to prosecute any action or proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind, asserting any of Defendants' Settled Claims.

3.8 Except as otherwise provided in this Stipulation, each of the Parties is to bear his, her or its own costs, expenses, and attorneys' fees in connection with the Action.

#### **4 Use and Administration of the Settlement Fund**

4.1 The administration, distribution, and allocation of the Settlement Fund are matters separate and apart from the Settlement, and any decision, alteration, or modification to the administration, distribution, and allocation of the Settlement Fund shall not affect the validity or finality of the Settlement.

4.2 The Settlement Fund shall be held and invested in the Escrow Account as provided in paragraph 4.3 hereof.

4.3 The Settlement Fund shall be invested in instruments backed by the full faith and credit of the United States government or any agency thereof (or a mutual fund invested solely in such instruments). Defendant Released Persons and Defendants' Counsel shall have no responsibility for, or liability with respect to, the investment decisions of the Settlement Fund. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

4.4 Subject to the terms and conditions of this Settlement, the Settlement Fund shall be used to pay: (i) Taxes and Tax Expenses; (ii) the costs, fees and expenses that are reasonably incurred in connection with the process for notice and administration of Settlement in accordance with paragraph 4.6; and (iii) any attorneys' fees and litigation expenses awarded by the Court. In no event shall the Defendant Released Persons and Defendants' Counsel bear any responsibility for any fees, costs or expenses beyond payment of the Settlement Amount.

4.5 Except as provided herein, the Settlement Fund shall remain in the Escrow Account prior to distribution. All funds held in the Escrow Account shall be deemed custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to the terms of this Settlement.

4.6 Lead Counsel shall administer the process for notice and the distribution and allocation of the Settlement Fund. The Settlement Fund may be used by Plaintiffs' Counsel to provide notice to the Class as specified in the Preliminary Approval Order, and to distribute the Settlement Fund to Authorized Claimants, including, without limitation, the actual costs of publication, printing and mailing the Notice, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with identifying Class Members and providing Notice and processing the submitted claims. The costs and expenses related to providing notice of the Settlement to the Class, as well as any costs and expenses related to the administration of the Settlement, shall be paid by Lead Counsel from the Settlement Fund upon preliminary approval of the Settlement. The cost and expense for providing notice to the Class shall not exceed \$200,000. To the extent that such costs and expenses exceed \$200,000, they may be paid only pursuant to further order of the Court, and consistent with paragraph 4.4, only out of the Settlement Fund. Prior to the Effective Date, Lead

Counsel shall provide Defendants' Counsel, upon request, with information relating to amounts expended from the Settlement Fund to provide Notice to the Class.

4.7 Defendant Released Persons shall have no liability, obligation or responsibility whatsoever to any person or entity, including, but not limited to, Class Members, the Escrow Agent, or the Claims Administrator, in connection with the administration of the Settlement, the processing of claims or the disbursement of the Settlement Fund.

4.8 If the Settlement is not approved, within three (3) business days of the denial of the Settlement by the Court or within ten (10) business days of any reversal of the Court's approval on appeal, Plaintiffs' Counsel shall cause the Settlement Fund to be returned pursuant to written instructions from Defendants' Counsel, together with any interest earned on the Settlement Fund, less any cost actually incurred to provide notice to the Class. If the Settlement is not approved by the Court, neither Lead Plaintiff nor Plaintiffs' Counsel shall have any obligation to re-pay any of the funds actually incurred to provide notice to the Class.

4.9 The Claims Administrator, retained by and subject to the supervision of Lead Counsel, shall administer the process of receiving, reviewing, and approving or denying Proofs of Claim. After receiving a Proof of Claim, the Claims Administrator shall determine first, whether it is valid, in whole or in part,

and second, the *pro rata* share of the Settlement Fund to the Authorized Claimant based on the Proof of Claim and Recognized Loss pursuant to the plan of allocation as set forth in the Notice at Exhibit A (1) hereto or in such other plan of allocation as the Court approves. Lead Counsel shall be responsible for supervising the administration of the Settlement Fund and the disbursement of the Settlement Fund. Defendants shall not be permitted to review, contest, or object to any Proof of Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting a Proof of Claim for payment by a Claimant. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Proof of Claim submitted in the interests of achieving substantial justice.

4.10 The finality of the Settlement shall not be conditioned on any ruling by the District Court concerning the Plan of Allocation. Any order or proceeding relating to a request for approval of the Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Settlement or affect or delay the Effective Date or the effectiveness or finality of the Order and Final Judgment and the release of the Plaintiffs' Settled Claims and Defendants' Settled Claims. The plan of allocation proposed in the Notice is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or Stipulation that any particular plan of allocation be

approved by the Court. Lead Plaintiff and Plaintiffs' Counsel may not cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to the plan of allocation or any plan of allocation in the Action. There shall be no distribution of any of the Settlement Fund to any Class Member until the Plan of Allocation is finally approved and such order of approval is affirmed on appeal and/or is no longer subject to review by appeal or *certiorari*, and the time for any petition for rehearing, appeal, or review, by *certiorari* or otherwise, has expired. None of Defendants or Defendant Released Persons shall have any responsibility for, and no liability with respect to, the plan of allocation or investment of the Settlement Fund.

4.11 Any Class Member who does not submit a valid Proof of Claim will not be entitled to receive any distribution from the Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, and the releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendant Released Persons with respect to Plaintiffs' Settled Claims.

4.12 For purposes of determining the extent, if any, to which a Class Member shall be treated as an Authorized Claimant and be entitled to receive any distribution from the Settlement Fund, the following conditions shall apply:

a. Each Class Member shall be required to submit a Proof of Claim, substantially in the form attached hereto as Exhibit A (2), supported by such documents as are designated therein, or such other documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable to determine each Class Member's holdings, purchases, and sales of Amicus common stock during the Class Period.

b. All Proofs of Claim must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Notice. Any Class Member who fails to submit a Proof of Claim by such date shall be forever barred from receiving any distribution from the Settlement Fund (unless by order of the Court the deadline to submit a Proof of Claim is extended or such Class Member's Proof of Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, and the releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendant Released Persons with respect to Plaintiffs' Settled Claims. A Proof of Claim shall be deemed to be submitted when it is postmarked, if mailed by first-class mail or registered or certified mail, postage prepaid, and addressed in accordance with the instructions thereon. In all other cases, the Proof of Claim shall be deemed to have been submitted on the date when received by the Claims Administrator.

c. Each Proof of Claim shall be submitted to and reviewed by the Claims Administrator, under the supervision of Lead Counsel, who shall determine in accordance with this Stipulation and the plan of allocation in the Notice the extent, if any, to which each Proof of Claim shall be allowed, subject to review by the Court pursuant to subparagraph e below as necessary.

d. Proofs of Claim that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim, in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Proof of Claim submitted. The Claims Administrator, under the supervision of Lead Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim the Claims Administrator proposes to reject, in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Proof of Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph e below.

e. If any Claimant whose Proof of Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required in subparagraph d above, serve upon the Claims Administrator a notice and statements of reasons indicating the Claimant's grounds for contesting the rejection along with any

supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Proof of Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

4.13 Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Proof of Claim, and the Proof of Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Proof of Claim. No discovery shall be allowed on the merits of the Action or of the Settlement in connection with the processing of Proofs of Claim.

4.14 Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Proofs of Claim submitted; (b) approving payment of any administrative fees and expenses associated with the administration of the Settlement Fund; and (c) directing payment to Authorized Claimants if the Effective Date has occurred.

4.15 Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. All Class Members whose Proofs of Claim are not approved by the Court for payment shall be barred from participating in distributions from the Settlement Fund, but otherwise shall be bound by all of the

terms of this Stipulation and the Settlement, including the releases provided for herein, and will be permanently barred and enjoined from bringing any action against any and all Defendant Released Persons concerning any and all of Plaintiffs' Settled Claims.

4.16 No person or entity shall have any claim against Lead Plaintiff, Plaintiffs' Counsel, the Claims Administrator, or any other agent designated by Lead Counsel and/or their respective counsel, arising from distributions made substantially in accordance with this Stipulation, the plan of allocation of the Settlement Fund in the Notice or any order of the Court. Lead Plaintiff and Plaintiffs' Counsel shall have no liability whatsoever for the investment of the Settlement Amount or the Settlement Fund, the termination, administration, calculation, or payment of any claim by the Claims Administrator or non-performance of the Claims Administrator, or any losses incurred in connection therewith.

4.17 All proceedings with respect to the administration, processing, and determination of Proofs of Claim and the determination of all controversies relating thereof, including disputed questions of law and fact with respect to the validity of Proofs of Claim, shall be subject to the jurisdiction of the Court and shall be decided by the Court.

4.18 To the extent that any amount of the Settlement Fund remains after the Claims Administrator has caused distributions to be made to all Authorized Claimants whether by reason of uncashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Authorized Claimants cash their distributions, any balance remaining in the Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Authorized Claimants who have cashed their initial distributions, after payment of any unpaid Taxes and Tax Expenses or any unpaid costs or fees incurred in administering the Settlement Fund for such re-distribution if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses that would be incurred with respect to such re-distributions, would be cost-effective. Additional re-distributions to Authorized Claimants who have cashed their prior distribution checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after the deduction of any additional fees and expenses that would be incurred with respect to such re-distributions, would be cost effective. At such time as it is determined that the re-distribution of funds remaining in the Settlement Fund is not cost-effective, the remaining balance in the Settlement Fund shall be contributed to non-sectarian,

not-for-profit 501(c)(3) organization(s), to be recommended by Lead Counsel and Defense Counsel and approved by the Court.

4.19 The Parties agree that the Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 and that the Claims Administrator, as "administrator" of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Such returns shall be consistent with this paragraph and in all events shall reflect that all Taxes on the income earned on the Settlement Fund shall be paid out of the Settlement Fund as provided by paragraph 4.20 herein. The Claims Administrator shall also be solely responsible for causing payment to be made from the Settlement Fund of any Taxes and Tax Expenses owed with respect to the Settlement Fund, and is authorized to withdraw, without prior order of the Court, from the Settlement Fund such amounts as are necessary to pay Taxes and Tax Expenses. Defendants will provide to the Claims Administrator the statement described in Treasury Regulation § 1.468B-3(e). The Claims Administrator, as "administrator" of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to

carry out this paragraph, including, as necessary, making a "relation-back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

4.20 All Taxes (including any interest or penalties) and Tax Expenses shall be considered to be a cost of administration of the Settlement and shall be paid out of the Settlement Fund. The Defendant Released Persons shall not have any responsibility for, and no liability with respect to, payment of any such Taxes or Tax Expenses, and shall have no responsibility for, and no liability with respect to, the acts or omissions of the Claims Administrator, Lead Counsel or their agents, with regard to Taxes and Tax Expenses. The Parties agree to cooperate with each other, and their tax attorneys and accountants, to the extent reasonably necessary to carry out the terms of this Settlement with regard to Taxes and Tax Expenses.

## **5 Submission of the Settlement to the Court for Approval**

5.1 Promptly upon execution of this Stipulation, Lead Plaintiff, by and through Plaintiffs' Counsel shall submit the Stipulation together with its exhibits to the Court and shall move for preliminary approval of the Settlement, preliminary certification of the Class and scheduling the Settlement Hearing. Concurrently with the motion for preliminary court approval, Lead Plaintiff, by and through Plaintiffs'

Counsel shall apply to the Court, with Defendants' Counsel's consent, for entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A, which specifically shall include provisions that, among other things, will:

a. Schedule the Settlement Hearing to, among other things: (i) determine whether the Class as defined above should be certified pursuant to Federal Rule of Civil Procedure 23(b)(3); (ii) determine whether the proposed Settlement should be approved as fair, reasonable, adequate and in the best interests of the Class; (iii) determine whether all of Lead Plaintiff's and the Class' claims should be dismissed with prejudice; (iv) determine whether the proposed Order and Final Judgment approving the Settlement should be entered; (v) determine whether, and in what amount, an award of attorneys' fees and expenses should be paid to Plaintiffs' Counsel; (vi) consider any objections to the proposed Settlement or to Plaintiffs' Counsel's application for an award of attorneys' fees and expenses; and (vii) rule on such other matters as the Court may deem necessary and appropriate.

b. Approve the Notice and Summary Notice, and find that such notice constitutes the best practicable form and method of notice to Class Members.

c. Direct that Lead Counsel shall cause the Claims Administrator to mail the Notice and Proof of Claim form, substantially in the form of Exhibit A(1) and Exhibit A(2) attached hereto, to be mailed to the Class Members, as can be

reasonably determined from the stock records maintained by or on behalf of Amicus, by first-class mail postage prepaid no later than sixty (60) calendar days prior to the Settlement Hearing, and that such Notice also shall be provided via internet publication, which shall link to a dedicated website page created by Lead Counsel and maintained through the date of the Settlement Hearing, which contains the Notice and other relevant Settlement documents.

d. Direct that Lead Counsel shall cause the Summary Notice, substantially in the form of Exhibit A(3) attached hereto, to be published once in Investor's Business Daily within ten (10) calendar days of the date on the Notice.

e. Provide that any Class Member who objects to the terms of this Stipulation, the proposed Settlement (including the plan of allocation of the Settlement Fund as set forth in the Notice), the class action determination, the adequacy of the representation of the Class by Lead Plaintiff and Lead Counsel, the entry of the Order and Final Judgment approving the Settlement, and/or the Fee Application (defined below), or who otherwise wishes to be heard, may appear in person or by his, her or its attorneys at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no person or entity (other than the Parties) shall be heard, and no papers, briefs, pleadings or other documents submitted by any such person or entity shall be received and considered by the Court (unless the Court, in its discretion, thereafter

otherwise shall direct, upon application of such person or entity and for good cause shown), unless, no later than twenty-one (21) calendar days prior to the Settlement Hearing, such person or entity files with the Court and, simultaneously with or before such filing, serves by hand or overnight delivery upon Lead Counsel and Defendants' Counsel as identified in the Notice: (i) written notice of the intention to appear, identifying the name, address and telephone number of the objector and, if represented, the objector's counsel; (ii) proof of membership in the Class including a listing of all shares of Amicus common stock purchased, acquired or sold between and including March 19, 2015 and October 1, 2015, including the amount and date of each purchase or sale and the price paid and/or received; (iii) a signed detailed statement by the objector of his, her or its objections to any matters before the Court; (iv) a written statement of all of the grounds for the objections, accompanied by any legal support for such objections, and reasons that the objector desires to appear and be heard; (v) copies of any papers, briefs or other documents upon which the objections are based; (vi) a list of all persons who will be called to testify in support of the objections; (vii) a statement of whether the objector intends to appear at the Settlement Hearing; (viii) a list of other cases in which the objector or the objector's counsel has appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (ix) all documents and writings which such objector desires the Court to consider. If the

objector intends to appear at the Settlement Hearing through counsel, the objection must also state the identity of all attorneys who will appear on his, her or its behalf at the Settlement Hearing. Any person or entity objecting to the Settlement shall submit to the Court's jurisdiction and agrees that the Parties may depose the person or entity about their objection. Unless the Court otherwise directs, no person or entity shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Lead Plaintiff and Lead Counsel, any award of attorneys' fees and expenses, the allocation of the Settlement Fund or otherwise be heard, except by serving and filing a written objection and supporting papers and documents as described above. Any person or entity who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in the Action or any other proceeding.

f. Provide that any Class Member may, upon request, be excluded from the Settlement provided that any such Class Member must submit a request for exclusion ("Request(s) for Exclusion") to the Claims Administrator no later than twenty-one (21) calendar days before the Settlement Hearing, providing: (i) the name, address and telephone number of the Class Member requesting exclusion; (ii) the Class Member's purchases, acquisitions and sales of Amicus common stock made during the Class Period, including the dates, the number of shares of

common stock, and price paid or received per share for each such purchase, acquisition or sale; and (iii) a statement that the Class Member wishes to be excluded from the Class. Requests for Exclusion must also be signed by the Class Member requesting exclusion. Requests for Exclusion shall be deemed to have been submitted when postmarked, if mailed by first-class, or registered or certified mail, postage prepaid. All other Requests for Exclusion shall be deemed to have been submitted on the date they are received by the Claims Administrator. All Class Members who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under this Stipulation, shall not share in the distribution of the Settlement Fund, and shall not be bound by the Settlement or Order and Final Judgment.

g. Provide that any Class Member who does not submit a valid and timely Request for Exclusion in the manner stated in this Preliminary Approval Order shall be deemed to have waived his, her or its right to be excluded from the Class, and shall forever be barred from requesting exclusion from the Class in this or any other proceeding, and shall be bound by the Settlement and Order and Final Judgment, including, but not limited to the release of Plaintiffs' Settled Claims provided for in the Settlement and the Order and Final Judgment, if the Court approves the Settlement.

h. Provide that any Class Member who wishes to participate in the Settlement must submit a valid Proof of Claim to the Claims Administrator, at the Post Office Box indicated in the Notice, by no later than one hundred and twenty (120) calendar days following the date on the Notice. Proofs of Claim shall be deemed to have been submitted when postmarked, if mailed by first-class, or registered or certified mail, postage prepaid, addressed in accordance with the instructions given in the Proof of Claim. All other Proofs of Claim shall be deemed to have been submitted on the date they are received by the Claims Administrator. To be valid, a Proof of Claim must: (i) be completed in a manner that permits the Claims Administrator to determine the eligibility of the claim as set forth in the Proof of Claim; (ii) include the release by the Claimant of all Defendant Released Persons as set forth herein; and (iii) be signed with an affirmation that the information is true and correct. All Class Members who do not submit valid and timely Proofs of Claim shall be forever barred from receiving any payments from the Settlement, but will in all other respects be subject to and bound by the provisions of this Stipulation and the Order and Final Judgment, if entered.

i. Stay all proceedings in the Action (other than proceedings as may be necessary to carry out the terms and conditions of the Settlement) pending final determination of whether the Settlement provided for in this Stipulation should be approved.

j. Provide that the Settlement Hearing may, from time to time and without further notice to the Class Members, be continued or adjourned by order of the Court.

5.2 Lead Counsel shall assume the administrative responsibility of providing, and preparing and disseminating, the Notice, Proof of Claim form and Summary Notice to the Class, as required by the Preliminary Approval Order. All expenses incurred to provide notice to the Class shall be fully borne by the Settlement Fund, in accordance with paragraphs 4.4 and 4.6, and if the Settlement is not approved, neither Lead Plaintiff nor Plaintiffs' Counsel shall have any obligation to reimburse Defendants for these funds to the extent they were paid out of the Settlement Fund. At least five (5) business days before the Settlement Hearing, Lead Plaintiff shall file with the Court appropriate proof that the notice required by the Preliminary Approval Order has been provided to the Class Members. At least five (5) business days before the Settlement Hearing, Lead Plaintiff shall also file with the Court a list of any timely and valid Requests for Exclusion received by the Claims Administrator.

## **6 Order and Final Judgment**

6.1 If the Settlement (including any modification made with the consent of both Parties) is approved by the Court following the Settlement Hearing as fair, reasonable and adequate and in the best interests of the Class, the Parties jointly

shall request the Court to enter the Order and Final Judgment, substantially in the form of Exhibit B attached hereto. In addition to the inclusion of the releases outlined in paragraphs 3.1 and 3.2, the Order and Final Judgment shall, among other things:

a. find that the prerequisites to a class action set forth in Federal Rule of Civil Procedure 23(a) are satisfied, that Dr. Brenner is an adequate representative of the Class, and that the Action properly may be maintained as a class action pursuant to Federal Rule of Civil Procedure 23(b)(3), and certify the Class;

b. approve the Settlement, and all transactions preparatory or incident thereto, as fair, reasonable, adequate and in the best interests of the Class Members, pursuant to Federal Rule of Civil Procedure 23(e);

c. authorize and direct performance of the Settlement in accordance with all of its terms and conditions; and

d. dismiss the Action and related Putative Securities Actions, with prejudice as against the named Lead Plaintiff and Class Members, and all of them, without costs except any fees and expenses awarded as provided herein, and extinguish all the Plaintiffs' Settled Claims and Defendants' Settled Claims against all the Defendant Released Persons and Plaintiff Released Persons as provided herein.

## **7 Effect of Disapproval of Settlement, Cancellation or Termination**

7.1 In the event that this Stipulation fails for any reason to become effective in accordance with its terms, this Stipulation shall have no further force and effect and shall not be deemed to prejudice in any way the respective positions of any or all of the Defendants or Lead Plaintiff, and neither the existence of this Stipulation nor its contents shall be admissible in evidence or shall be referred to for any purpose in the Action or in any other litigation or proceeding, and any judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated *nunc pro tunc*. Moreover, in such event, no Party shall be entitled to recover any costs or expenses incurred in connection with this Stipulation.

7.2 Defendants and Lead Plaintiff shall each have the right to terminate the Settlement by providing written notice of their election to do so to the other within twenty (20) days of the date on which: (i) the Court declines to enter the Preliminary Approval Order in any material respect; (ii) the Court refuses to grant final approval of this Settlement or any material part of it; or (iii) the Court declines to enter the Order and Final Judgment in any material respect. In addition, Defendants may also terminate the Settlement in accordance with paragraph 7.3. In the event the Settlement is terminated, the provisions of paragraphs 4.3, 4.5, 4.7, 4.8, 7.1, 8.1, 9.1 and 10.14 shall survive termination.

7.3 Defendants have the option to terminate the Settlement in the event that the aggregate number of total shares purchased or acquired during the Class Period by Class Members who would otherwise be entitled to participate in the Settlement as Class Members, but who timely and validly request exclusion in accordance with the terms of this Stipulation, equals or exceeds the threshold (the "Opt-Out Threshold") as calculated pursuant to a separate agreement (the "Supplemental Agreement") executed between Plaintiff's Counsel and Defendants' Counsel, which is incorporated by reference into this Settlement. The Opt-Out Threshold may be disclosed in camera to the Court for purposes of approval of the Settlement, as may be required by the Court, but such disclosure shall be carried out to the fullest extent possible in accordance with the practices of the Court so as to maintain confidentiality of the Opt-Out Threshold.

7.4 In the event the Settlement does not become final for any reason, Defendants reserve the right to oppose certification of any plaintiff class in any future proceedings in the Action.

## **8 No Admission of Wrongdoing**

8.1 Whether or not the Stipulation is approved by the Court, and whether or not the Settlement is consummated, the fact and terms of this Stipulation, including exhibits, all negotiations, discussions, drafts, statements and proceedings

in connection with the Settlement, and any act performed or document signed in connection therewith:

- a. shall not be construed as, or deemed to be evidence of, or be used in any way as a presumption, admission or concession on the part of Defendant Released Persons or Plaintiff Released Persons, or any other person or entity, with respect to the truth of any fact alleged by Lead Plaintiff or the validity, or lack thereof, of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation;
- b. shall not be construed as, or deemed to be evidence of, or be used in any way as a presumption, admission or concession of any fault, misrepresentation or omission with respect to any statement or written document approved or made by Defendant Released Persons, or of any infirmity in the Lead Plaintiff and other Class Members' claims;
- c. shall not be construed as, or deemed to be evidence of, or be used in any way as a presumption, admission or concession on the part of Defendant Released Persons or Plaintiff Released Persons, or any other person or entity, with respect to any liability, negligence, fault or wrongdoing of any nature by them, or any of them, and shall not be

offered or received or in any way referred to for any other reason against the Defendant Released Persons or Plaintiff Released Persons in any arbitration proceeding or other civil, criminal or administrative action or proceeding (except an action to enforce the Stipulation and Settlement contemplated hereby); provided, however, that if this Settlement is approved by the Court, the Defendant Released Persons or Plaintiff Released Persons may refer to it to effectuate the liability protection granted them hereunder;

- d. shall not be construed as, or deemed to be evidence of, or be used in any way as a presumption, admission or concession by Defendant Released Persons, Plaintiff Released Persons, Defendants' Counsel or Plaintiffs' Counsel that the consideration paid hereunder represents the amount which could be or would have been recovered after trial; and
- e. shall not be construed as, or deemed to be evidence of, or be used in any way as a presumption, admission or concession that Lead Plaintiff, any Class Member, any present or former stockholder of Amicus, or any other person or entity, has or has not suffered any damage.

8.2 Lead Plaintiff believes, and continues to believe, that the claims and causes of action asserted in the Complaint are valid and meritorious and that by entering into this Stipulation they in no way concede otherwise.

8.3 Defendants have denied and continue to deny each and all of the claims and contentions alleged in the Complaint and affirm that they have acted properly and lawfully at all times. Defendants have denied expressly and continue to deny all allegations of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action and deny that they ever engaged in or committed any wrongdoing, improper conduct, violation of law, or breach of duty. Defendants also have denied and continue to deny, *inter alia*, that there were any materially false or misleading statements or material omissions in any of Defendants' public statements, including their filings with the SEC, and that Lead Plaintiff or any Class Member has suffered damage or harm of any kind. In addition, Defendants maintain that they had and have meritorious defenses to all claims alleged in the Action.

## **9 Attorneys' Fees and Expenses**

9.1 Lead Plaintiff and Plaintiffs' Counsel shall petition the Court for an award of attorneys' fees and expenses not to exceed twenty-five percent (25%) of the Settlement Fund plus reimbursement of out-of-pocket expenses not to exceed \$75,000, along with a reimbursement for reasonable time and expenses incurred by

Lead Plaintiff not to exceed \$10,000 (the "Fee Application"). The Parties acknowledge and agree that any fee and expenses awarded to Plaintiffs' Counsel shall be paid from the Settlement Fund within (10) business days after entry of the Order and Final Judgment by the Court awarding such attorneys' fees and expenses, subject to Plaintiffs' Counsels' joint and several obligation to refund, within ten (10) business days, all amounts received and all interest accrued or accumulated thereon, if and when, as a result of any appeal and/or further proceeding on remand, or successful collateral attack, the fees and expenses awarded is reduced or reversed or if the award in the Order and Final Judgment does not become final or if the Settlement is later reversed by any court. Any failure by the Court to approve the amount of such fees and expenses shall not affect the validity of the terms of the Settlement.

9.2 Any order or proceeding relating to the Fee Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Stipulation, and shall not affect or delay the finality of the Order and Final Judgment. In the event that a Class Member objects to the amount of fees and expenses to be awarded, the Parties agree that the Court may enter the Order and Final Judgment but reserve for subsequent determination, on a schedule to be set by the Court, the amount of the fee award.

9.3 Defendants will take no position on Plaintiffs' Counsels' Fee Application, and Defendant Released Persons shall have no responsibility for, and no liability with respect to, the attorneys' fees and litigation expenses that the Court may award.

## **10 Miscellaneous Provisions**

10.1 All of the exhibits attached to this Stipulation shall be incorporated by reference as though fully set forth herein.

10.2 The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

10.3 Lead Plaintiff and Defendants assume the risk of any mistake of fact or law. If Lead Plaintiff or Defendants should later discover that any fact they relied upon in entering into the Settlement is not true, or that their understanding of the facts or law was incorrect, in such event Lead Plaintiff and Defendants shall not be entitled to seek rescission of the Settlement, or otherwise attack the validity of the Settlement, based on any such mistake. The Settlement is intended to be final and binding upon Lead Plaintiff and Defendants regardless of any mistake of fact or law.

10.4 This Stipulation constitutes the entire agreement among the Parties with respect to its subject matter, and supersedes any and all prior agreements or understandings concerning the subject matter hereof. This Stipulation, or any of its

provisions, only may be amended, modified or waived by a written instrument signed by counsel for all Parties or their successors.

10.5 This Stipulation, and the exhibits attached hereto and incorporated by reference, shall be binding upon and inure to the benefit of the Parties and each and all of their respective agents, executors, heirs, successors and assigns, subject to the conditions set forth in this Stipulation.

10.6 The Parties represent and agree that the terms of the Settlement were negotiated at arms'-length and in good faith, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient investigation and after consultation with experienced legal counsel.

10.7 Lead Plaintiff and Lead Counsel represent and warrant that none of the claims or causes of action asserted in the Action has been assigned, encumbered or in any manner transferred in whole or in part.

10.8 If any claim which is or would be subject to the releases and dismissal contemplated by this Stipulation is initiated in any court or other forum prior to final approval of the Settlement, Lead Plaintiff shall join, at the request of any of the Defendants, in any motion to dismiss or stay such proceedings.

10.9 Any failure by any Party to insist upon the strict performance by any other Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions, and such Party, notwithstanding such failure, shall

have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Party.

10.10 This Stipulation may be executed, by original or facsimile signature, or by a .pdf image signature transmitted via e-mail, in counterparts, all of which shall be considered one and the same agreement and shall become effective when such counterparts have been signed by each of the Parties and delivered to the other Parties.

10.11 Notices required by this Stipulation shall be submitted either by any form of overnight mail, electronic e-mail, facsimile, or in person to each of the signatories below.

10.12 The administration, consummation and enforcement of the Stipulation shall be under the authority of the Court and the Parties intend that the Court retain jurisdiction for the purpose of, *inter alia*, entering orders, providing for awards of attorneys' fees and litigation expenses, and enforcing the terms of the settlement.

10.13 This Stipulation shall be construed and enforced in accordance with the laws of the state of New Jersey, without regard to any principles of conflict of laws. Each of the Parties (a) irrevocably submits to the personal jurisdiction the Court, as well as to the jurisdiction of all courts to which an appeal may be taken from the Court, in any suit, action or proceeding arising out of or relating to the Settlement and/or this Stipulation, (b) agrees that all claims in respect of such suit,

action or proceeding shall be brought, heard and determined exclusively in the Court, (c) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such Court, (d) agrees not to bring any action or proceeding arising out of or relating to the Settlement or this Stipulation in any other court, and (e) expressly waives, and agrees not to plead or to make any, argument that any such action or proceeding is subject (in whole or in part) to a jury trial. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding brought in accordance with this paragraph.

10.14 Neither this Stipulation, nor the fact or any terms of the Settlement, is evidence, or a presumption, admission or concession by any Party in the Action or any other action or proceeding, any signatory hereto or any Defendant Released Persons, of any fault, liability or wrongdoing whatsoever, or lack of any fault, liability or wrongdoing, as to any facts or claims alleged or asserted in the Action, or any other action or proceeding. This Stipulation shall not be cited as a finding or evidence of the validity or invalidity of any claim or defense in the Action or any other action or proceeding, or any wrongdoing by any of the Defendants named therein or any damage or injury to any Class Member. Neither this Stipulation, nor any of the terms and provisions of this Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements

referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence or finding of any liability, fault, wrongdoing, injury or damage, or of any wrongful conduct, act or omission on the part of any of the Defendant Released Persons, or of any infirmity of any defense, or of any damage to Lead Plaintiff or any Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Defendant Released Persons concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault or wrongdoing of any of the Defendant Released Persons or of any injury or damages to any person or entity, or (b) otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that (i) this Stipulation and/or the Order and Final Judgment may be introduced in any proceeding, whether in the Court or otherwise, as may be necessary to argue that this Stipulation and/or the Order and Final Judgment has res judicata, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and/or the Order and Final Judgment and (ii) Lead Plaintiff and Plaintiffs' Counsel may refer to the final, executed version only of this

Stipulation in connection with the Fee Application (in addition to any other documents or information they may utilize with respect to such Fee Application).

10.15 In the event of any dispute or disagreement with respect to the meaning, effect or interpretation of this Stipulation or an attached exhibit, or in the event of a claimed breach of this Stipulation or an attached exhibit, the Parties will attempt to resolve any such dispute in good faith. If the Parties fail to resolve the dispute, or in the event of a breach of the terms of the Settlement, any non-breaching Party shall be entitled to bring an action seeking to enforce those provisions, and the exclusive forum for any such actions shall be in this Court. The prevailing Party in any such action to enforce these provisions of the Settlement shall be entitled to recover their reasonable attorneys' fees and expenses incurred in connection with remedying the breach.

10.16 Lead Plaintiff and Defendants and their respective attorneys shall cooperate fully with one another in seeking the Court's approval of this Stipulation and the Settlement, and use their best efforts to effect, as promptly as practicable, the consummation of this Stipulation and the Settlement and the dismissal of the Action, including any and all complaints filed in the Action and the related Putative Securities Actions, with prejudice and without costs to any Party, except as provided herein.

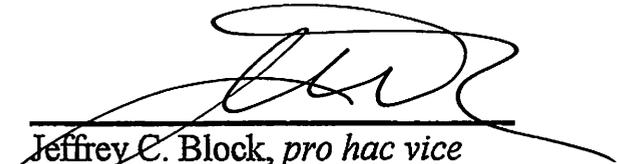
10.17 Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of this Stipulation.

10.18 This Stipulation, together with any exhibits, shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

10.19 Each of the attorneys executing this Stipulation on behalf of one or more of the Parties warrants and represents that he or she has been duly authorized and empowered to execute this Stipulation on behalf of each such Party.

Dated: April 14, 2017

**Block & Leviton LLP**



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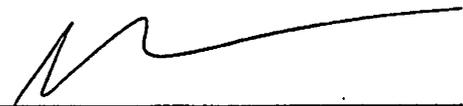
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