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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

_____ )	07-MD-1898 (TCP)
IN RE AMERICAN HOME MORTGAGE )	
SECURITIES LITIGATION )	Electronically filed
_____ )	
THIS DOCUMENT RELATES TO )	
ALL CLASS ACTIONS )	
_____ )	

**ORDER PRELIMINARILY APPROVING SETTLEMENTS**

**WHEREAS:**

A. Lead Plaintiffs Teachers' Retirement System of Oklahoma and the Oklahoma Police Pension & Retirement System ("Lead Plaintiffs") and individual defendants Michael Strauss; Stephen A. Hozie; Robert Bernstein; John A. Johnston; Michael A. McManus, Jr.; C. Cathleen Raffaelli; Nicholas R. Marfino; Kenneth P. Slosser; Irving J. Thau; and Kristian R. Salovaara (the "Individual Settling Defendants") have entered into a Stipulation and Agreement of Settlement dated April 8, 2009 (the "Individual Defendants Stipulation") in full and final settlement of each and every Settled Claim against the Individual Settling Defendants and the other Released Parties (the "Individual Defendants Settlement"), the terms of which are set forth in the Individual Defendants Stipulation;

B. Lead Plaintiffs and defendant Deloitte & Touche LLP ("Deloitte") have entered into a Stipulation and Agreement of Settlement dated July 1, 2009 (the "Deloitte Stipulation") in full and final settlement of each and every Settled Claim against Defendant Deloitte and the other Released Parties (the "Deloitte Settlement"), the terms of which are set forth in the Deloitte Stipulation;

C. Lead Plaintiffs and the Underwriter Defendants<sup>1</sup> have entered into a Stipulation and Agreement of Settlement dated July 1, 2009 (the “Underwriter Defendants Stipulation”) in full and final settlement of each and every Settled Claim against the Underwriter Defendants and the other Released Parties (the “Underwriter Defendants Settlement”), the terms of which are set forth in the Underwriter Defendants Stipulation;

D. The Individual Defendants Stipulation, the Deloitte Stipulation and the Underwriter Defendants Stipulation are collectively referred to as the “Stipulations”; the Individual Defendants Settlement, the Deloitte Settlement and the Underwriter Defendants Settlement are collectively referred to as the “Settlements”; and the Individual Defendants, Defendant Deloitte and the Underwriter Defendants are collectively referred to as the “Settling Defendants”.

E. Lead Plaintiffs and Settling Defendants have moved, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, for an Order preliminarily approving the Settlements in accordance with the terms of the Stipulations and providing for notice to the Class (including the Offerings Subclass); and,

F. The Court having read and considered the Stipulations and the respective exhibits thereto, including the proposed: (i) Notice to the Class; (ii) Publication Notice; and (iii) Judgments, and finding that substantial and sufficient grounds exist for entering this Order;

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<sup>1</sup> Underwriter Defendants Lehman Brothers Inc. (“Lehman Brothers”) and Flagstone Securities, LLC (“Flagstone”) are not parties to the Underwriter Defendants Stipulation or Underwriter Defendants Settlement. Due to its filing of a voluntary petition under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York on September 15, 2008, all proceedings against Lehman Brothers have been stayed pursuant to Section 362(a) of the Bankruptcy Code. Flagstone is a defunct entity that has not appeared in the Action. As defined in the Underwriter Defendants Stipulation, Lehman Brothers and Flagstone are “Underwriter Defendants” and “Released Parties” under the terms of the Underwriter Defendants Stipulation.

**NOW, THEREFORE, IT IS HEREBY ORDERED:**

1. The Court, for the purposes of this Order, adopts all defined terms as set forth in the Stipulations unless otherwise defined herein.

2. The Court hereby certifies the Action to proceed as a class action for purposes of the Settlements only, pursuant to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of:

(a) all persons or entities who purchased or otherwise acquired shares of American Home Mortgage Investment Corp. (“American Home”) common and/or preferred stock during the period from July 19, 2005 through and including August 6, 2007 and who were damaged thereby (the “Class”); and

(b) all persons or entities who purchased or otherwise acquired shares of American Home common stock pursuant or traceable to the registration statements issued in connection with secondary offerings conducted on or about August 9, 2005 (the “2005 Offering”) and on or about April 30, 2007 (the “2007 Offering” and together with the 2005 Offering the “Offerings”) through and including August 6, 2007 and who were damaged thereby (the “Offerings Subclass”).

Excluded from the Class and the Offerings Subclass are the following persons or entities: (i) Defendants and American Home; (ii) the parents, successors, subsidiaries, affiliates and assigns of any Defendant or of American Home; (iii) members of the immediate family of each of the Individual Defendants; (iv) any person who was an officer or director of American Home, Deloitte or any of the Underwriter Defendants (or any other underwriter of the 2005 Offering or the 2007 Offering) during the Class Period; and (v) any firm, trust, corporation, or other entity in which any of the Individual Defendants has or had a Controlling Interest during the Class Period.

Also excluded from the Class and the Offerings Subclass are any persons or entities who exclude themselves by filing a timely request for exclusion in accordance with the requirements set forth in the Notice.

3. The Court finds, for purposes of the Settlements only, that as to both the Class and the Offerings Subclass, the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that: (a) the number of Class Members and Offerings Subclass Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Class and common to the Offerings Subclass; (c) the claims of Lead Plaintiffs and the Offerings Subclass Plaintiffs, the named representatives for the Class and Offerings Subclass respectively, are typical of the claims of the Class and the Offerings Subclass they seek to represent; (d) Lead Plaintiffs, Offerings Subclass Plaintiffs and Lead Counsel have and will fairly and adequately represent the interests of the Class and the Offerings Subclass; (e) the questions of law and fact common to the Class and common to the Offerings Subclass predominate over any questions affecting only individual members of the Class or only individual members of the Offerings Subclass; and (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. The Court hereby finds and concludes that pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for purposes of the Settlements only, Lead Plaintiffs Teachers' Retirement System of Oklahoma and the Oklahoma Police Pension & Retirement System are adequate class representatives and certifies them as Class Representatives for the Class, and that Lead Plaintiff Teachers' Retirement System of Oklahoma and named plaintiff Dana Marlin are adequate class representatives and certifies them as Subclass Representatives for the Offerings

Subclass. The Court further certifies Lead Counsel as Class Counsel and Offerings Subclass Counsel.

5. The Court preliminarily approves the Settlements on the terms set forth in the respective Stipulations, subject to further consideration at a hearing to be held before this Court at the United States District Court for the Eastern District of New York, Long Island Courthouse, 100 Federal Plaza, Courtroom 1040, Central Islip, New York 11722 (“the “Settlement Hearing”):

(a) to determine whether this Action should be finally certified, for settlement purposes, as a class action under Rules 23(a) and (b) of the Federal Rules of Civil Procedure on behalf of the Class and the Offerings Subclass;

(b) to determine whether the proposed Settlements on the terms and conditions provided for in the respective Stipulations are fair, reasonable and adequate and should be approved by the Court;

(c) to determine whether the Judgments as provided for under the respective Stipulations should be entered dismissing the respective Settled Claims against the respective Settling Defendants and the other Released Parties with prejudice as set forth in the respective Stipulations;

(d) to determine whether the proposed Plan of Allocation for the proceeds of the Settlements is fair and reasonable and should be approved by the Court;

(e) to determine whether the application by Lead Counsel for an award of attorneys’ fees and reimbursement of Litigation Expenses incurred should be approved; and

(f) to rule upon such other matters as the Court may deem appropriate.

6. Within three (3) business days of receiving notice that Bankruptcy Court Approval, as defined in the Individual Defendants Stipulation, has been granted, Lead Counsel



and Settling Defendants' Counsel shall inform the Court that such approval has been obtained and the Court will, at that time, set the date and time for the Settlement Hearing. If Bankruptcy Court Approval is not obtained within one hundred twenty (120) days of when such approval is sought, Lead Counsel, counsel for the Underwriters and counsel for Deloitte shall inform the Court that Bankruptcy Court Approval has not been obtained and shall seek to set a date and time for a Settlement Hearing for approval of the Underwriter Defendants Stipulation and the Deloitte Stipulation.

7. The Court reserves the right to enter its Judgments approving the Settlements and dismissing the Settled Claims against the Settling Defendants and the other Released Parties with prejudice regardless of whether it has awarded attorneys' fees and Litigation Expenses.

8. The Court approves the form, substance and requirements of the Notice of Pendency of Class Action and Proposed Settlements, Settlement Fairness Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Notice"), and of the Summary Notice of Pendency of Class Action and Proposed Settlements, Settlement Fairness Hearing, and Motion for Attorneys' Fees and Reimbursement of Litigation Expenses (the "Publication Notice") (collectively, the "Settlement Notices"), and finds that the procedures established for publication, mailing and distribution of such Settlement Notices substantially in the manner and form set forth in Paragraphs 9 and 10 of this Order constitute the best notice practicable under the circumstances and are in full compliance with the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, Section 27 of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995.

9. Lead Counsel shall cause the Notice, substantially in the form annexed hereto as Exhibit 1, to be mailed, by first-class mail, postage prepaid, on or before fifteen (15) business days from the date upon which the Court sets a date and time for the Settlement Hearing, to all Class Members (including Offerings Subclass Members) at the address of each such person, as set forth in the records of American Home or its transfer agent and in the records of the Underwriter Defendants (other than Lehman Brothers and Flagstone), or who otherwise can be identified through reasonable effort. Settling Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms, and the Individual Settling Defendants shall use reasonable efforts to cause or arrange for American Home's transfer agent to provide to the Claims Administrator, no later than five (5) business days after Bankruptcy Court Approval, American Home's stock transfer records (consisting of shareholder names and addresses), in electronic form, and the Underwriter Defendants (other than Lehman Brothers and Flagstone) shall provide to the Claims Administrator, no later than five (5) business days after the Bankruptcy Court Approval, its transfer records or security holders lists (consisting of shareholder names and addresses), in electronic form, for the purposes of providing Notice to the Class (including the Offerings Subclass). The reasonable costs of American Home's transfer agent incurred in connection with providing these transfer records shall be paid from the Individual Defendants Settlement Fund as a cost of Notice and Administration. The Underwriter Defendants (other than Lehman Brothers and Flagstone) shall provide their transfer records or security holders' lists to the Claims Administrator at no cost to the Class, the Offerings Subclass, Lead Counsel or the Claims Administrator. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of mailing of the Notice.

10. Lead Counsel shall cause the Publication Notice, substantially in the form annexed hereto as Exhibit 2, to be published once in the national edition of *The Wall Street Journal* and over the *PR Newswire* within ten (10) business days of the mailing of the Notice. Lead Counsel shall, at or before the Settlement Hearing, file with the Court proof of publication of the Publication Notice.

11. Lead Counsel shall use reasonable efforts to give Notice to nominee owners such as brokerage firms and other persons or entities who purchased or otherwise acquired American Home common or preferred stock during the Class Period (including purchasing or otherwise acquiring American Home common stock pursuant or traceable to the registration statements issued in connection with the Offerings) as record owners but not as beneficial owners. Such nominees who hold or held American Home common and/or preferred stock for beneficial owners who are Class Members (including Offerings Subclass Members) are directed either (a) to send a copy of the Notice to the beneficial owners of the shares postmarked no later than fourteen (14) calendar days from the date of receipt of the Notice, or (b) to provide the names and addresses of such persons no later than fourteen (14) calendar days from the date of receipt of the Notice to the Claims Administrator, c/o American Home Mortgage Securities Litigation, c/o Analytics, Incorporated, at the address specified in the Notice, who shall promptly send a copy of the Notice to such beneficial owners. Upon full compliance with this Order, nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Settlement Funds.



12. The Court approves the selection of Analytics, Incorporated by Lead Counsel as the Claims Administrator. Lead Counsel may pay from the Settlement Funds, without further approval from the Settling Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, publication of the Publication Notice, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing Notice and processing the submitted claims, and the fees, if any to the Escrow Agent.

13. Lead Counsel or their agents are authorized and directed to prepare any tax returns required to be filed for the Settlement Funds and to cause any Taxes due and owing to be paid from the Escrow Accounts without further order of the Court, and to otherwise perform all obligations with respect to Taxes and any reportings or filings in respect thereof as contemplated by the Stipulations without further order of the Court.

14. Class Members (including Offerings Subclass Members) shall be bound by all applicable determinations and judgments in this Action, whether favorable or unfavorable, unless such persons request exclusion from the Class in a timely and proper manner, as hereinafter provided. A Class Member wishing to make such request shall mail the request in written form by first-class mail to the address designated in the Notice, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Such request for exclusion shall clearly indicate the name, address and telephone number of the person seeking exclusion and that the sender requests to be excluded from the Class in the *In re American Home Mortgage Securities Litigation*, and must be signed by such person. Such persons requesting exclusion are

also directed to state: the date(s), price(s), and number(s) of shares of all purchases, acquisitions, and sales of American Home common stock and/or preferred stock during the Class Period. To the extent that purchases of American Home common shares were purchased pursuant or traceable to the 2005 Offering and/or the 2007 Offering, the request for exclusion must so state and supporting documentation must be provided. The request for exclusion shall not be effective unless it provides the required information and is made within the time stated above, or the exclusion is otherwise accepted by the Court.

15. Any Class Member that requests to be and is excluded from the Class shall not be entitled to receive any payment out of any of the Net Settlement Funds as described in the respective Stipulations and Notice.

16. Any Class Member who has not requested exclusion from the Class may appear at the Settlement Hearing to show cause why the proposed Individual Defendants Settlement should not be approved as fair, reasonable and adequate and why a judgment should not be entered thereon; any Offerings Subclass Member who has not requested exclusion from the Class may appear at the Settlement Hearing to show cause why the proposed Deloitte Settlement and/or the proposed Underwriter Defendants Settlement should not be approved as fair, reasonable and adequate and why judgments should not be entered thereon; and any Class Member (including any Offerings Subclass Member) who has not requested exclusion for the Class may appear at the Settlement Hearing to show cause why Lead Counsel's application for an award of attorneys' fees and reimbursement of Litigation Expenses should not be granted, *provided, however*, that no Class Member or Offerings Subclass Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlements, the Judgments to be entered approving the same or the attorneys' fees and reimbursement of

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Litigation Expenses requested, unless no later than twenty-one (21) calendar days prior to the Settlement Hearing, such Class Member or Offerings Subclass Member has served by hand or by overnight delivery written objections and copies of any supporting papers and briefs (which must contain proof of all purchases or other acquisitions of American Home common and/or preferred stock during the Class Period and must demonstrate membership in the Offerings Subclass if applicable) upon each of the following: (a) as to all of the proposed Settlements, Steven B. Singer, Bernstein Litowitz Berger & Grossmann LLP, 1285 Avenue of the Americas, New York, New York 10019 and Jeffrey C. Block, Esq., Berman DeValerio, One Liberty Square, Boston, Massachusetts 02109 on behalf of the Lead Plaintiffs; (b) as to the proposed Settlement with the Individual Settling Defendants, Paul C. Curnin, Esq., Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017 on behalf of Defendant Michael Strauss and as representative counsel for the other Individual Settling Defendants, who shall then transmit copies to counsel for the other Individual Settling Defendants; (c) as to the proposed Settlement with Deloitte, Jay B. Kasner, Esq., Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036; and (d) as to the proposed settlement with the Underwriter Defendants, Charles E. Davidow, Esq., Paul, Weiss, Rifkind, Wharton & Garrison LLP, 2001 K Street, NW, Washington, DC 20006, and has filed said objections, papers and briefs, showing due proof of service upon Lead Counsel and the applicable Settling Defendants' Counsel, with the Clerk of the United States District Court for the Eastern District of New York, Long Island Courthouse, 100 Federal Plaza, Central Islip, NY 11722. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to approval of any of the Settlements or the application for attorneys' fees and Litigation Expenses are required to indicate in their written objection their intention to appear at the Settlement Hearing. Persons who intend

to object to any of the Settlements and/or Lead Counsel's application for an award of attorneys' fees and reimbursement of Litigation Expenses and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

17. Any Class Member (including any Offerings Subclass Member) who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Settlements, the Judgments to be entered approving the Settlements or the attorneys' fees and reimbursement of Litigation Expenses requested.

18. Lead Counsel shall submit their papers in support of final approval of the Settlements and their application for attorneys' fees and reimbursement of Litigation Expenses no later than seven (7) calendar days before the Settlement Hearing.

19. The Court expressly reserves the right to adjourn the Settlement Hearing, or any adjournment thereof, without any further notice to Class Members (including Offerings Subclass Members) other than an announcement at the Settlement Hearing, or any adjournment thereof, and to approve the Stipulations with modifications approved by the parties to the respective Stipulations and without further notice to Class Members (including Offerings Subclass Members).

20. Neither Settling Defendants nor Settling Defendants' Counsel shall have any responsibility whatsoever for the Plan of Allocation or for the application for attorneys' fees or reimbursement of Litigation Expenses submitted by Lead Counsel, and such matters will be considered separately from the fairness, reasonableness and adequacy of the Settlements.

21. In order to be eligible to participate in the distribution of any of the Net Settlement Funds, in the event that any or all of the Settlements are effected, Class Members (including Offerings Subclass Members) shall take the following actions and be subject to the following conditions:

(a) A properly executed Claim Form, substantially in the form attached hereto as Exhibit 2, must be submitted to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked no later than one hundred twenty (120) days from the date set for the mailing of Notice. Such deadline may be further extended by Court Order. Each Claim Form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class mail, postage prepaid) provided such Claim Form is actually received prior to the motion for an Order of the Court approving distribution of the Net Settlement Funds. Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Notice.

(b) The Claim Form submitted by each Class Member (including each Offerings Subclass Member) must satisfy the following conditions: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by Lead Counsel or the Claims Administrator; (iii) if the person executing the Claim Form is acting in a representative



capacity, a certification of his or her current authority to act on behalf of the Class Member (including Offerings Subclass Members) must be included with the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein, and must be signed under penalty of perjury.

(c) As part of the Claim Form, each Class Member (including each Offerings Subclass Member) shall submit to the jurisdiction of the Court with respect to the Claim submitted.

22. Any Class Member (including any Offerings Subclass Member) who does not timely submit a Claim Form within the time provided for shall be barred from sharing in the distribution of the proceeds of the Settlement Funds, unless otherwise ordered by the Court.

23. None of the Settling Defendants nor any other Released Party shall have any responsibility whatsoever for the administration of the Settlements or the disbursement of the Net Settlement Funds and shall not be permitted to review, contest or object to any Claim Form or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim Form or Claim for payment by a Class Member (including an Offerings Subclass Member).

24. Neither the Stipulations, nor any of their respective terms or provisions, nor any of the negotiations or proceedings connected with them, shall be construed as an admission or concession by any of the Settling Defendants or other Released Parties of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind on the part of any of them, or by the Lead Plaintiffs or the Offerings Subclass Plaintiffs of any lack of merit to the claims asserted in the Action.

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25. The passage of title and ownership of the Settlement Funds to the Escrow Agent in accordance with the terms and obligations of the respective Stipulations is approved. No person that is not a Class Member or Lead Counsel shall have any right to any portion of or any rights in the distribution of the Individual Defendants Settlement Fund and no person that is not an Offerings Subclass Member or Lead Counsel shall have any right to any portion of or any rights in the distribution of the Deloitte and the Underwriter Defendants Settlement Funds, unless otherwise ordered by the Court or otherwise provided in the respective Stipulations.

26. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the respective Stipulations and/or further order of the Court.

27. The Court approves Lead Counsel's selection of RBS Citizens, NA Bank as Escrow Agent for the Settlement Funds pursuant to the terms of the respective Stipulations.

28. If any of the Settlements are not approved or consummated for any reason whatsoever, that Settlement and the applicable Stipulation shall be null and void, and without prejudice, and none of its terms shall be effective or enforceable and the fact of that Settlement shall not be admissible in any trial of this Action, and the Settling Parties with respect to that Settlement shall be deemed to have reverted to their respective status in this Action immediately prior to: (a) January 16, 2009 with respect to the Individual Defendants Settlement; (b) April 7, 2009 with respect to the Deloitte Settlement; and (c) June 8, 2009 with respect to the Underwriter Defendants Settlement; and, except as otherwise expressly provided, the parties shall proceed in all respects as if that Stipulation and any related orders had not been entered, and any portion of that Settlement Amount previously paid or caused to be paid by or on behalf of

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the applicable Settling Defendants, including, but not limited to, any funds disbursed in payment of Litigation Expenses and attorneys' fees, together with any interest earned or appreciation thereon at the same net rate as earned by that Settlement Fund, less any Taxes paid or due with respect to such interest income and/or appreciation, and less Notice and Administration Costs actually incurred and paid or payable, shall be returned to the person who, or entity that, funded that Settlement, in proportion to such contributions, within fourteen (14) business days after written notification of such event by the applicable Settling Defendants to the Escrow Agent, with a copy of such notice to Lead Counsel.

29. The administration of the proposed Settlements and the determination of all disputed questions of law and fact with respect to the validity of any Claim or right of any person to participate in the distribution of any of the Net Settlement Funds shall be under the authority of this Court.

30. Pending final determination of whether each of the Settlements should be approved, Lead Plaintiffs and all other Class Members (including Offerings Subclass Members), and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts any Settled Claims against any Released Parties, as defined in each of the Stipulations.

31. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlements.

Dated: July 30, 2009

  
The Honorable Thomas C. Platt  
United States District Judge

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