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17 **UNITED STATES DISTRICT COURT**  
 18 **CENTRAL DISTRICT OF CALIFORNIA**  
 19 **WESTERN DIVISION**

20  
 21 IN RE AMGEN INC.  
 22 SECURITIES LITIGATION  
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Case No. CV 07-2536 PSG (PLAx)

Honorable Philip S. Gutierrez

~~[PROPOSED]~~ JUDGMENT AND  
ORDER APPROVING  
CLASS ACTION SETTLEMENT

Date: October 25, 2016

1 WHEREAS, a class action is pending in this Court entitled *In re Amgen Inc.*  
2 *Securities Litigation*, Case No. CV 07-2536 PSG (PLAx) (the “Action”);

3 WHEREAS, by Order on August 12, 2009, the Court certified a class of: all  
4 persons and entities that purchased the publicly traded securities of Amgen Inc.  
5 (“Amgen” or the “Company”) during the period from April 22, 2004 through May  
6 10, 2007, inclusive, (the “Class Period”) and were damaged thereby (the “Class”).  
7 Excluded from the Class are: (a) Defendants; (b) former Defendants; (c) the  
8 affiliates and subsidiaries of the Company, including the Company’s employee  
9 retirement and benefit plan(s); (d) the officers and directors of the Company and its  
10 subsidiaries and affiliates at all relevant times; (e) members of the immediate  
11 family of any excluded person; (f) the legal representatives, heirs, successors, and  
12 assigns of any excluded person; and (g) any entity in which any excluded person  
13 has or had a controlling interest. Pursuant to Rule 23(c) of the Federal Rules of  
14 Civil Procedure and by Order of the Court, also excluded from the Class is any  
15 person or entity that submitted a timely and valid request for exclusion pursuant to  
16 the Notice of Pendency of Class Action (the “Class Notice”) disseminated to the  
17 Class, who does not opt back into the Class;

18 WHEREAS, pursuant to this Court’s Order entered November 10, 2015, the  
19 Class Notice was mailed to potential members of the Class to notify them of,  
20 among other things: (a) the Action pending against the Defendants; (b) the Court’s  
21 certification of the Action as a class action on behalf of the certified Class; (c) the  
22 effect of remaining in the Class on any person or entity that falls within the  
23 definition of the Class (“Class Members”) (including that Class Members will be  
24 bound by all past, present, and future orders and judgments in the Action, whether  
25 favorable or unfavorable); and (d) the right of Class Members to request exclusion  
26 from the Class, the requirements for requesting exclusion, and the effect of  
27 exclusion;

28 WHEREAS, Court-appointed Class Representative Connecticut Retirement

1 Plans and Trust Funds (“Connecticut Retirement”, “Lead Plaintiff” or “Class  
2 Representative”) on behalf of itself and the certified Class, on the one hand, and  
3 Amgen, Kevin W. Sharer, Richard D. Nanula, Roger M. Perlmutter, and George J.  
4 Morrow (collectively, the “Individual Defendants” and, with Amgen, the  
5 “Defendants”), on the other hand, entered into a Stipulation and Agreement of  
6 Settlement, dated as of July 20, 2016 (the “Stipulation”), which, together with the  
7 exhibits annexed thereto, sets forth the terms and conditions of their proposed  
8 settlement and the release of claims and dismissal of the Action against Defendants  
9 with prejudice upon the terms and conditions set forth therein (the “Settlement”);

10 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms  
11 herein shall have the same meaning as they have in the Stipulation;

12 WHEREAS, pursuant to the Order Granting Preliminary Approval of Class  
13 Action Settlement, Approving Form and Manner of Notice, and Setting Date for  
14 Hearing on Final Approval of Settlement, entered August 9, 2016 (the  
15 “Preliminary Approval Order”), the Court scheduled a hearing for October 25,  
16 2016, at 1:30 p.m. (the “Settlement Hearing”) to, among other things: (i) determine  
17 whether the proposed Settlement of the Action on the terms and conditions  
18 provided for in the Stipulation is fair, reasonable, and adequate, and should be  
19 approved by the Court; (ii) determine whether a judgment as provided for in the  
20 Stipulation should be entered; and (iii) rule on Class Counsel’s Fee and Expense  
21 Application;

22 WHEREAS, by the Preliminary Approval Order, this Court: (a) ordered that  
23 notice of the proposed Settlement be provided to potential Class Members,  
24 including that summary notice be published once in the national edition of *The*  
25 *Wall Street Journal* and be transmitted once over the *PR Newswire*; (b) provided  
26 Class Members with the opportunity to (i) opt-back into the Class if they  
27 previously submitted a valid and timely request for exclusion from the Class in  
28 connection with the Class Notice; (ii) request exclusion from the Class in

1 connection with the Settlement Notice; or (iii) object to the proposed Settlement;  
2 (c) approved the proposed forms of notice of the Settlement; and (d) scheduled a  
3 hearing regarding final approval of the Settlement;

4 WHEREAS, Class Counsel have filed with the Court proof, by affidavit or  
5 declaration, of such mailing and publication of the Settlement Notice and  
6 Summary Settlement Notice of the proposed Settlement;

7 WHEREAS, due and adequate notice has been given to the Class;

8 WHEREAS, the Court conducted a hearing on October 25, 2016 (the  
9 “Settlement Hearing”) to consider, among other things: (a) whether the terms and  
10 conditions of the Settlement are fair, reasonable, and adequate, and should  
11 therefore be approved; and (b) whether a judgment should be entered dismissing  
12 the Action with prejudice as against all Defendants; and

13 WHEREAS, the Court has reviewed and considered the Stipulation, all  
14 papers filed and proceedings held in connection with the Settlement, all oral and  
15 written comments received regarding the Settlement, and the record in the Action,  
16 and good cause appearing therefor;

17 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND  
18 DECREED:

19 1. **Jurisdiction** - The Court has jurisdiction over the subject matter of  
20 the Action and all matters relating to the Settlement, as well as personal  
21 jurisdiction over all of the Parties and each of the Class Members.

22 2. **Incorporation of Settlement Documents** - This Judgment  
23 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on  
24 July 20, 2016; and (b) the Settlement Notice and the Summary Settlement Notice,  
25 both of which were filed with the Court on September 20, 2016.

26 3. **Settlement Notice** - The Court finds that the dissemination of the  
27 Settlement Notice and the publication of the Summary Settlement Notice: (a) were  
28 implemented in accordance with the Preliminary Approval Order; (b) constituted

1 the best notice practicable under the circumstances; (c) constituted notice that was  
2 reasonably calculated, under the circumstances, to apprise Class Members of (i) the  
3 effect of the Settlement (including the releases provided for therein), (ii) Class  
4 Counsel’s motion for an award of attorneys’ fees and payment of litigation  
5 expenses, (iii) their right to object to any aspect of the Settlement, the Plan of  
6 Allocation, and/or Class Counsel’s motion for attorneys’ fees and payment of  
7 litigation expenses, (iv) their right to opt-back into the Class if they previously  
8 submitted a valid and timely request for exclusion in connection with the Class  
9 Notice, (v) their right to request exclusion from the Class in connection with the  
10 Settlement Notice; and (vi) their right to appear at the Settlement Hearing; (d)  
11 constituted due, adequate, and sufficient notice to all persons or entities entitled to  
12 receive notice of the proposed Settlement; and (e) satisfied the requirements of  
13 Rule 23(e) of the Federal Rules of Civil Procedure, the United States Constitution  
14 (including the Due Process Clause), the Private Securities Litigation Reform Act of  
15 1995 (“PSLRA”), 15 U.S.C. §78u-4(a)(7), and all other applicable laws and rules.

16 4. **Final Settlement Approval and Dismissal of Claims** - Pursuant to,  
17 and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court  
18 hereby fully and finally approves the Settlement set forth in the Stipulation in all  
19 respects (including, without limitation, the amount of the Settlement; the releases  
20 provided for therein, including the release of the Released Claims as against the  
21 Defendants and the other Released Defendant Parties; and the dismissal with  
22 prejudice of claims against Defendants), and finds that the Settlement is in all  
23 respects fair, reasonable, and adequate. The Parties are directed to implement,  
24 perform, and consummate the Settlement in accordance with the terms and  
25 provisions contained in the Stipulation.

26 5. The Court has considered each of the objections to the Settlement and  
27 they are each overruled. In addition, the Court finds and concludes that Mr. Brown  
28 has not established that he is a Class Member with standing to bring the objection

1 and it is overruled on that basis. The Court has also considered the issues raised in  
2 the objection and finds that, even if Mr. Brown were to have standing to object, the  
3 objection is without merit. With respect to Mr. Hanks, the Court also finds and  
4 concludes that he is not a Class Member with standing and that, even if he were a  
5 Class Member, he has released his claims in the Action. The Court has also  
6 considered the issues raised in the objection and finds that, even if Mr. Hanks were  
7 to have standing to object or had not released his claims in the Action, the  
8 objection is without merit. The Court has also considered the objections raised by  
9 the other objectors and finds that those objections are without merit.

10 6. The Amended Complaint and all of the claims against Defendants by  
11 Class Representative and the other Class Members are hereby dismissed with  
12 prejudice. The Parties shall bear their own costs and expenses, except as otherwise  
13 expressly provided in the Stipulation.

14 7. **Binding Effect** - The terms of the Stipulation and of this Judgment  
15 shall be forever binding on and inure to the benefit of Defendants, Class  
16 Representative, and all other Class Members (regardless of whether or not any  
17 individual Class Member submits a Claim Form or seeks or obtains a distribution  
18 from the Net Settlement Fund), and the Released Parties, as well as their respective  
19 heirs, executors, administrators, trustees, predecessors, successors, affiliates and  
20 assigns. Any Person listed on Exhibit 1 hereto has validly requested exclusion in  
21 connection with the Class Notice or Settlement Notice, and has not opted-back into  
22 the Class, and shall not be bound by the terms of the Stipulation or this Judgment.

23 8. **Releases** - The releases as set forth in paragraphs 3 and 4 of the  
24 Stipulation, together with the definitions contained in paragraph 1 of the  
25 Stipulation relating thereto, are expressly incorporated herein in all respects.  
26 Accordingly, this Court orders that:

27 (a) Upon the Effective Date, Class Representative and each and  
28 every other Class Member, on behalf of themselves and each of their respective

1 predecessors, successors, agents, representatives, attorneys, and affiliates, and the  
2 heirs, executors, administrators, trustees, successors, and assigns of each of them,  
3 in their capacities as such, shall: (i) be deemed to have fully, finally, and forever  
4 waived, released, discharged, and dismissed each and every one of the Released  
5 Claims against each and every one of the Released Defendant Parties; (ii) forever  
6 be barred and enjoined from commencing, instituting, prosecuting, or maintaining  
7 any and all of the Released Claims against any and all of the Released Defendant  
8 Parties; and (iii) be deemed to have covenanted not to sue any Released Defendant  
9 Party on the basis of any Released Claims. The foregoing release is given  
10 regardless of whether such Class Representative or Class Members have: (i)  
11 executed and delivered a Proof of Claim; (ii) received the Settlement Notice; (iii)  
12 participated in the Settlement Fund; (iv) filed an objection to the Settlement, the  
13 proposed Plan of Allocation, or any application by Class Counsel for attorneys'  
14 fees and expenses; or (v) had their claims allowed. This release shall not apply to  
15 any Person listed on Exhibit 1 hereto.

16 (b) Upon the Effective Date, Defendants, on behalf of themselves  
17 and each of their respective heirs, executors, trustees, administrators, predecessors,  
18 successors, and assigns, shall: (i) be deemed to have fully, finally, and forever  
19 waived, released, discharged, and dismissed each and every one of the Released  
20 Defendants' Claims against each and every one of the Released Plaintiff Parties; (ii)  
21 forever be barred and enjoined from commencing, instituting, prosecuting, or  
22 maintaining any and all of the Released Defendants' Claims against any and all of  
23 the Released Plaintiff Parties; and (iii) be deemed to have covenanted not to sue any  
24 Released Plaintiff Party on the basis of any Released Defendants' Claims.

25 9. Notwithstanding ¶ 8 above, nothing in this Judgment shall bar any  
26 action by any of the Parties to enforce or effectuate the terms of the Stipulation or  
27 this Judgment.

28 10. **Rule 11 Findings** - The Court finds and concludes that the Parties and

1 their respective counsel have complied in all respects with the requirements of  
2 Rule 11 of the Federal Rules of Civil Procedure in connection with the  
3 commencement, maintenance, prosecution, defense, and settlement of the Action.

4 11. **No Admissions** – Except as set forth in Paragraph 12 below, neither  
5 this Judgment nor the Stipulation, whether or not consummated, nor any  
6 discussions, negotiations, proceedings, or agreements relating to the Stipulation,  
7 the Settlement, and any matter arising in connection with settlement discussions or  
8 negotiations, proceedings, or agreements, shall be offered or received against or to  
9 the prejudice of the Parties or their respective counsel, for any purpose other than  
10 in an action to enforce the terms hereof, and in particular:

11 (a) do not constitute, and shall not be offered or received against or  
12 to the prejudice of the Released Defendant Parties as evidence of, or construed as,  
13 or deemed to be evidence of any presumption, concession, or admission by the  
14 Released Defendant Parties with respect to the truth of any allegation by Class  
15 Representative and the Class, or the validity of any claim that has been or could  
16 have been asserted in the Action or in any litigation, including but not limited to  
17 the Released Claims, or of any liability, damages, negligence, fault or wrongdoing  
18 of the Released Defendant Parties or any person or entity whatsoever;

19 (b) do not constitute, and shall not be offered or received against or  
20 to the prejudice of the Released Defendant Parties as evidence of a presumption,  
21 concession, or admission of any fault, misrepresentation, or omission with respect  
22 to any statement or written document approved or made by the Released Defendant  
23 Parties, or against or to the prejudice of Class Representative, or any other member  
24 of the Class as evidence of any infirmity in the claims of Class Representative, or  
25 the other members of the Class;

26 (c) do not constitute, and shall not be offered or received against or  
27 to the prejudice of the Released Parties, or their respective counsel, as evidence of  
28 a presumption, concession, or admission with respect to any liability, damages,

1 negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other  
2 reason against or to the prejudice of any of the Released Parties, or their respective  
3 counsel, in any other civil, criminal, or administrative action or proceeding, other  
4 than such proceedings as may be necessary to effectuate the provisions of the  
5 Stipulation and this Judgment;

6 (d) do not constitute, and shall not be construed against the  
7 Released Parties, as an admission or concession that the consideration to be given  
8 hereunder represents the amount that could be or would have been recovered after  
9 trial; and

10 (e) do not constitute, and shall not be construed as or received in  
11 evidence as an admission, concession, or presumption against Class  
12 Representative, or any other member of the Class that any of their claims are  
13 without merit or infirm or that damages recoverable under the Amended Complaint  
14 would not have exceeded the Settlement Amount.

15 12. Notwithstanding the foregoing, the Parties and other Released Parties  
16 may file or refer to this Judgment, the Stipulation, and/or any Proof of Claim:

17 (a) to effectuate the liability protections granted hereunder, including without  
18 limitation, to support a defense or counterclaim based on principles of *res judicata*,  
19 collateral estoppel, release, good-faith settlement, judgment bar or reduction, or  
20 any theory of claim preclusion or issue preclusion or similar defense or  
21 counterclaim; (b) to enforce any applicable insurance policies and any agreements  
22 relating thereto; or (c) to enforce the terms of the Stipulation and/or this Judgment.

23 The Parties and other Released Parties submit to the jurisdiction of the Court for  
24 purposes of implementing and enforcing the Settlement.

25 13. **Retention of Jurisdiction** - Without affecting the finality of this  
26 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:

27 (a) the Parties for purposes of the administration, interpretation, implementation,  
28 and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c)

1 any motion for an award of attorneys' fees and/or litigation expenses by Class  
2 Counsel in the Action that will be paid from the Settlement Fund; (d) any motion  
3 to approve the Plan of Allocation; (e) any motion to approve the Distribution  
4 Order; and (f) the Class Members for all matters relating to the Action.

5 14. Separate orders shall be entered regarding approval of a plan of  
6 allocation and the motion of Class Counsel for an award of attorneys' fees and  
7 payment of litigation expenses. Such orders shall in no way affect or delay the  
8 finality of this Judgment, and shall not affect or delay the Effective Date of the  
9 Settlement.

10 15. **Modification of the Agreement of Settlement** - Without further  
11 approval from the Court, Class Representative and Defendants are authorized to  
12 agree to and jointly adopt such amendments or modifications of the Stipulation or  
13 any exhibits attached thereto to effectuate the Settlement that: (a) are not  
14 materially inconsistent with this Judgment; and (b) do not materially limit the  
15 rights of Class Members in connection with the Settlement. Without further order  
16 of the Court, Class Representative and Defendants may agree to reasonable  
17 extensions of time to carry out any provisions of the Settlement.

18 16. **Termination** - If the Effective Date does not occur, or the Settlement  
19 is terminated as provided in the Stipulation, then this Judgment (other than  
20 Paragraph 11) and any orders of the Court relating to the Settlement shall be  
21 vacated, rendered null and void, and be of no further force or effect, except as  
22 otherwise provided by the Stipulation.

23 17. **Entry of Final Judgment** - There is no just reason to delay the entry  
24 of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the  
25 Court is expressly directed to immediately enter this final judgment in this Action.

26 SO ORDERED this 25TH day of October, 2016.  
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# PHILIP S. GUTIERREZ

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HONORABLE PHILIP S. GUTIERREZ  
UNITED STATES DISTRICT JUDGE

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**EXHIBIT 1**

**Persons Excluded from the Class Pursuant to Request  
in Connection with Notice of Pendency**

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	NAME	CITY	STATE
1	EDMUND F FICEK TRUST UA 12/15/98 EDMUND F FICEK TR	NORMAL	IL
2	ROBERT W FINKE	BIG SANDY	MT
3	RICHARD E BONDANZA	NEW PORT RICHEY	FL
4	HARRY A WICHT	CULPEPER	VA
5	DOLLARS & SENSE INVESTMENT CLUB C/O MADONNA SCHACKMANN	NEWTON	IL
6	ESTATE OF SALLIE POSTON KIDD THOMAS WAYLAND KIDD EXECUTOR	GEORGETOWN,	TX
7	WALTER COX	WILLIAMSBURG	MI
8	LUCIA S WELSH TRUST 2 DTD 2/16/94 LUCIA S WELSH TTEE	PASADENA	MD
9	ANNA L TOMEY	NORTH FORT MYERS	FL
10	JOE FAMILY TRUST DTD 7/9/94 ALVIN C JOE AND CHARLENE L JOE TRUSTEES F/T	FOSTER CITY	CA
11	CARLOS A MUNOZ JAIME	NAGUABO	PR
12	CAROLINE ZOE BALES-BICKLEY	KENNEDALE	TX
13	DONALD E & ROSE M DENNIS TRUST U/A DATED 11/06/90 DONALD E DENNIS TR	SAN JOSE	CA
14	TOVA MARIE SHERGOLD	SOUTH BARRINGTON	IL
15	KIM A DAY	NEWBURY PARK	CA
16	CHRISTOPHER D HAWKES	SANTA CLARA	CA
17	MARILYN K BIGWOOD	MINOT	ND
18	MICHELE C GOYETTE	SIMI VALLEY	CA
19	DOUGLAS R ANGELL	LITTLETON	CO
20	HENRY R DARLINGTON	LA QUINTA	CA
21	HELENE L OBACK-RUSSO	NEW YORK	NY
22	JOSEPH D RUSSO	NEW YORK	NY
23	ROBERTA R KOSTURN	WOODLAND HILLS	CA
24	STEVEN D HALL	SAN DIEGO	CA
25	JUDITH L GALLAGHER	BURLINGTON	ON
26	LOREN MENNENGA	BELMOND	IA
27	KENNETH JONES	BREMEN	GA
28	EYE CARE SPECIALISTS PROFIT SHARING TRUST DTD 2/15/83 DR JAMES T PATTEN TTEE	NORWOOD	MA
29	MARKETPLACE STUDY GROUP, A	PHOENIX	AZ

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	NAME	CITY	STATE
	PARTNERSHIP KARLA BLAKE, TREASURER		
30	CHRISTINE C SISKA	SEATTLE	WA
31	ROBERT L READ & EUDORA F READ	GROVE	OK
32	WILLIAM P FRANKLIN	GOLDSBORO	NC
33	DAVID S NOYES SR	DELAND	FL
34	EILEEN ELY	GREENWOOD	IN
35	PHILIP C TAGARI	NEWBURY PARK	CA
36	YUZO HAYASHI MAYUMI HAYASHI	URAWA CITY	JAPAN
37	SHARRON F FITZPATRICK	KENVIL	NJ
38	ANNE TEMSHIV	THOUSAND OAKS	CA
39	JANETTE G VALENTINE	LAKELAND	FL
40	ROBERT C AND MARIELLYN MCCRISTAL TRUST MARIELLYN MCCRISTAL, TRUSTEE	YPSILANTI	MI
41	HAER ENTERPRIZES INC C/O ELIZABETH CASEY	VANDALIA	OH
42	SEAN S ADAMS	NAPERVILLE	IL
43	SANDRA G JONES	RENSSELAER	NY
44	ERNST SAUERBRUCH	STEIN AM RHEIN	SWITZERLAN D
45	LURAE ROWE	SOUTH JORDAN	UT
46	CATHERINE C LARMORE THOMAS H BEDDALL DEC'D	PARIS	VA
47	ANN E KUTA TRUST DTD 1/7/93 ANN E KUTA TRUSTEE	DES PLAINES	IL
48	SHERREY LYNN LUETJEN DOUGLAS A LUETJEN	SEATTLE	WA
49	STEVE WELSCH	ROCKTON	IL
50	GORDON L VICKERS AND NANCY G VICKERS TEN IN COM	WESTFIELD	NJ
51	HARRIETT S RINGO JOHN J RINGO	LEXINGTON	KY
53	TAI CHIU CHAN	LONG BEACH	MS
54	KATHRYN G MOTSINGER	WINSTON-SALEM	NC
55	CATHERINE C LARMORE THOMAS H BEDDALL DEC'D	PARIS	VA
55	SHIRLEY TOUNG	PALO ALTO	CA
56	SMITHSONIAN INSTITUTION	WASHINGTON	DC
57	SERGEJ NINKOVIC	BELGRADE	SERBIA
58	CHARLOTTE L KANE TRUSTEE FOR MAURICE M KANE TRUST U/A DTD 09/26/1986	GREENVILLE	OH
59	JERRY WAYNE LEE	APEX	NC
60	JOYCE BEDNOWICZ	HAMPSHIRE	IL
61	DANIEL SCHWANKE	WEST HARTFORD	CT

	NAME	CITY	STATE
62	MARY BETH CANTRELL	THOUSAND OAKS	CA
63	KENNETH H BARRATT	GREEN VALLEY	AZ
64	ALANNA J FEARING	LOS ANGELES	CA
65	HEATHER M BURNELL (AKA HEATHER M HEYDEN)	WESTLAKE VILLAGE	CA
67	YANIRA RODRIQUEZ NUNEZ	GURABO	PR
68	JANA C OSTLUND & DALE A OSTLUND	SNOHOMISH	WA
69	FRANCIS P COOLIDGE	BOXBOROUGH	MA
70	SUSAN W TRAMONT	CORAL GABLES	FL
71	ESTATE OF ROBERT C PARTENHEIMER	FORT PIERCE	FL
72	BRIAN COHEN	VICTORIA	AUSTRALIA

**Persons Excluded from the Class Pursuant to Request  
in Connection with Settlement Notice**

	NAME	CITY	STATE
1	JEWELL A MEYER	Normal	ILL
2	HENRY J KOCH (DECEASED)/SANDRA KOCH	EMMETT	MI
3	JEFFREY LEIGH GRISWOLD	TITUSVILLE	FL
4	JAMES A TIMM	PORTAGE	MI
5	JORGE SANTIAGO	LAS PIEDRAS	PR
6	MARTHA BUTTERFIELD	CHATTANOOGA	TN
7	PATRICIA O'RILEY	PORTLAND	OR
8	CHUN-MEI SHIEH	NANZI DIST	KAOHSIUN TAIWAN
9	LINDA COLLINS HARP	MIDLAND	GA