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 13 UNITED STATES DISTRICT COURT  
 14 CENTRAL DISTRICT OF CALIFORNIA  
 15 EASTERN DIVISION

16 MARCELO CUNHA, Individually and	)	No. EDCV 08-01249-GW(JCx)
17 on Behalf of All Others Similarly		
18 Situated,	)	<u>CLASS ACTION</u>
19 Plaintiff,		
20 vs.	)	AMENDED ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE
21 HANSEN NATURAL CORPORATION,		
22 et al.,	)	
23 Defendants.		

1 WHEREAS, a consolidated action is pending before this Court styled *Cunha v.*  
2 *Hansen Natural Corporation, et al.*, No. ED-CV-08-02149-GW(JCx) (the “Action”);

3 WHEREAS, the parties having made application, pursuant to Federal Rule of  
4 Civil Procedure 23(e), for an order approving the Settlement of this Action, in  
5 accordance with a Stipulation of Settlement dated as of April 16, 2014 (the  
6 “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms  
7 and conditions for a proposed Settlement of the Action (the “Settlement”) and for  
8 dismissal of the Action with prejudice upon the terms and conditions set forth therein;  
9 and the Court having read and considered the Stipulation and the Exhibits annexed  
10 thereto; and

11 WHEREAS, all defined terms herein have the same meanings as set forth in the  
12 Stipulation.

13 NOW, THEREFORE, IT IS HEREBY ORDERED:

14 1. The Court hereby preliminarily approves the Stipulation and the  
15 Settlement set forth therein, subject to further consideration at the Settlement Hearing  
16 described below.

17 2. Pending further order of the Court, all litigation activity in the Action is  
18 hereby stayed, except that contemplated herein, in the Stipulation or otherwise as  
19 necessary to effectuate the Settlement, and all hearings, deadlines and other  
20 proceedings in this Action, except insofar as they relate to the Settlement, are hereby  
21 taken off calendar.

22 3. The Court hereby certifies a Settlement Class, for settlement purposes  
23 only, defined as: “all Persons who purchased or otherwise acquired Hansen common  
24 stock between November 9, 2006 and November 8, 2007, inclusive. Excluded from  
25 the Settlement Class are: Defendants, the officers and directors of Hansen, members  
26 of their immediate families and their legal representatives, heirs, successors or assigns  
27 and any entity in which Defendants have or had a controlling interest. Also excluded  
28 from the Settlement Class are those Settlement Class Members who submit valid and

1 timely requests for exclusion pursuant to the Notice of Proposed Settlement of Class  
2 Action.”

3 4. A hearing (the “Settlement Hearing”) shall be held before this Court on  
4 January 29, 2015, at 8:30 a.m., at the United States District Court for the Central  
5 District of California, 312 North Spring Street, Los Angeles, California 90012, to  
6 determine whether the proposed Settlement of the Action on the terms and conditions  
7 provided for in the Stipulation is fair, reasonable, and adequate to the Settlement Class  
8 and should be approved by the Court; whether a Judgment as provided in ¶1.10 of the  
9 Stipulation should be entered; whether the proposed Plan of Distribution should be  
10 approved; and to determine the amount of fees and expenses that should be awarded to  
11 Lead Counsel. The Court may adjourn the Settlement Hearing without further notice  
12 to the Settlement Class Members.

13 5. The Court approves, as to form and content, the Notice of Proposed  
14 Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the  
15 “Proof of Claim”), and the Summary Notice annexed as Exhibits A-1, A-2, and A-3  
16 hereto and finds that the mailing and distribution of the Notice and publishing of the  
17 Summary Notice substantially in the manner and form set forth in ¶¶6-7 of this Order  
18 meet the requirements of Federal Rule of Civil Procedure 23, due process and any  
19 other applicable law, and is the best notice practicable under the circumstances and  
20 shall constitute due and sufficient notice to all Persons entitled thereto.

21 6. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby  
22 appointed to supervise and administer the notice procedure as well as the processing  
23 of claims as more fully set forth below:

24 (a) The Claims Administrator shall make reasonable efforts to identify  
25 all Persons who are Settlement Class Members and not later than August 14, 2014 (the  
26 “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the  
27 Proof of Claim, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to  
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1 be mailed by First-Class Mail to all Settlement Class Members who can be identified  
2 with reasonable effort;

3 (b) The Claims Administrator shall post the Stipulation and its  
4 Exhibits at [www.hansensecuritiessettlement.com](http://www.hansensecuritiessettlement.com) on the Notice Date;

5 (c) Not later than August 25, 2014, the Claims Administrator shall  
6 cause the Summary Notice, substantially in the form annexed as Exhibit A-3 hereto, to  
7 be published once in the national edition of *Investor's Business Daily* and once over a  
8 national newswire service; and

9 (d) At least seven (7) calendar days prior to the Settlement Hearing,  
10 Lead Counsel shall cause to be served on Defendants' counsel and filed with the Court  
11 proof, by affidavit or declaration, of such mailing and publishing.

12 7. Nominees who purchased Hansen common stock for the beneficial  
13 ownership of Settlement Class Members during the Class Period shall send the Notice  
14 and the Proof of Claim to all beneficial owners of such stock within ten (10) calendar  
15 days after receipt thereof, or send a list of the names and addresses of such beneficial  
16 owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in  
17 which event the Claims Administrator shall promptly mail the Notice and Proof of  
18 Claim to such beneficial owners. Lead Counsel shall, if requested, reimburse banks,  
19 brokerage houses or other nominees solely for their reasonable out-of-pocket expenses  
20 incurred in providing notice to beneficial owners who are Settlement Class Members  
21 out of the Settlement Fund, which expenses would not have been incurred except for  
22 the sending of such notice, subject to further order of this Court with respect to any  
23 dispute concerning such compensation.

24 8. All Settlement Class Members shall be bound by all determinations and  
25 judgments in the Action concerning the Settlement, whether favorable or unfavorable  
26 to the Settlement Class. If the Settlement is approved, all Settlement Class Members  
27 will be bound by the Settlement in accordance with the terms of the Stipulation, and  
28 by any judgment or determination of the Court affecting Settlement Class Members,

1 including, without limitation, the releases provided for in the Stipulation and the  
2 Judgment.

3         9. Settlement Class Members who wish to participate in the Settlement shall  
4 complete and submit a Proof of Claim and Release form in accordance with the  
5 instructions contained therein. Unless the Court orders otherwise, all Proof of Claim  
6 and Release forms must be postmarked no later than ninety (90) days from the Notice  
7 Date. Any Settlement Class Member who does not timely submit a Proof of Claim  
8 and Release form within the time provided for, shall be barred from sharing in the  
9 distribution of the proceeds of the Settlement Fund, unless otherwise ordered by the  
10 Court, but shall nonetheless be bound by any judgment or determination of the Court  
11 affecting Settlement Class Members. Notwithstanding the foregoing, Lead Counsel  
12 may, in their discretion, accept late-submitted claims for processing by the Claims  
13 Administrator so long as distribution of the Net Settlement Fund is not materially  
14 delayed thereby.

15         10. Any Settlement Class Member may enter an appearance in the Action, at  
16 his, her or its own expense, individually or through counsel of his, her or its own  
17 choice, in which case such counsel must file with the Clerk of the Court and deliver to  
18 Lead Counsel and Defendants' counsel of record a notice of such appearance. If a  
19 Settlement Class Member does not enter an appearance, he, she or it will be  
20 represented by Lead Counsel.

21         11. Any Person falling within the definition of the Settlement Class may,  
22 upon request, be excluded from the Settlement Class. Any such Person must submit  
23 to the Claims Administrator a request for exclusion ("Request for Exclusion"),  
24 postmarked no later than December 1, 2014. A Request for Exclusion should state:  
25 (a) the name, address, and telephone number of the Person requesting exclusion; (b)  
26 each of the Person's purchases and sales of Hansen common stock made during the  
27 Class Period, including the dates of purchase or sale, the number of shares of common  
28 stock purchased and sold, and the price paid or received for each such purchase or

1 sale; and (c) that the Person wishes to be excluded from the Settlement Class. Any  
2 request for exclusion must also be signed by the Person requesting exclusion. All  
3 Persons who submit valid and timely Requests for Exclusion in the manner set forth in  
4 this paragraph shall have no rights under the Stipulation, shall not share in the  
5 distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or  
6 the Judgment entered in the Action.

7 12. Unless the Court orders otherwise, any Settlement Class Member who  
8 does not request exclusion from the Settlement Class in the manner stated in this  
9 Order shall be deemed to have waived his, her or its right to be excluded from the  
10 Settlement Class, and shall forever be barred from requesting exclusion from the  
11 Settlement Class in this or any other proceeding, and shall be bound by the Settlement  
12 and the Judgment, including, without limitation, the releases provided for in the  
13 Stipulation and the Judgment, if the Court approves the Settlement.

14 13. Any Settlement Class Member may appear and show cause, if he, she or  
15 it has any, why the proposed Settlement of the Action should or should not be  
16 approved as fair, reasonable, and adequate, why a judgment should or should not be  
17 entered thereon, why the Plan of Distribution should or should not be approved, or  
18 why attorneys' fees and expenses should or should not be awarded to counsel for the  
19 Lead Plaintiff; provided, however, that no Settlement Class Member or any other  
20 Person shall be heard or entitled to contest such matters, unless that Person has  
21 delivered by hand or sent by First-Class Mail written objections and copies of any  
22 papers and briefs such that they are received on or before December 1, 2014, by  
23 Robbins Geller Rudman & Dowd LLP, Jeffrey D. Light, 655 W. Broadway, Suite  
24 1900, San Diego, CA 92101, and by Schulte Roth & Zabel LLP, Martin L. Perschetz,  
25 919 Third Avenue, New York, NY 10022, and filed said objections, papers, and briefs  
26 with the Clerk of the United States District Court for the Central District of California,  
27 on or before December 1, 2014. Any objection must include: (a) the full name,  
28 address and phone number of the objecting Settlement Class Member; (b) a list of all

1 of the Settlement Class Member's transactions involving Hansen common stock  
2 during the Class Period; (c) a written statement of all grounds for the objection; and  
3 (d) the objector's signature, even if represented by counsel. Settlement Class  
4 Members intending to object and present evidence at the Settlement Hearing must  
5 include in their written objections the identity of any witnesses they may call to testify  
6 and exhibits they intend to introduce into evidence at the hearing. Any Settlement  
7 Class Member who does not make his, her or its objection in the manner provided  
8 shall be deemed to have waived such objection and shall forever be foreclosed from  
9 making any objection to the fairness or adequacy of the settlement as set forth in the  
10 Stipulation, to the Plan of Distribution, or to the award of attorneys' fees and expenses  
11 to counsel for Lead Plaintiff, unless otherwise ordered by the Court.

12 14. All funds held by the Escrow Agent shall be deemed and considered to be  
13 in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court,  
14 until such time as such funds shall be distributed pursuant to the Stipulation and/or  
15 further order(s) of the Court.

16 15. All opening briefs and supporting documents in support of the  
17 Settlement, the Plan of Distribution, and any application by Lead Counsel for  
18 attorneys' fees and expenses shall be filed and served on or before September 29,  
19 2014. Any reply in support of the Settlement, the Plan of Distribution, and any  
20 application by Lead Counsel for attorneys' fees and expenses shall be filed and served  
21 on or before January 12, 2015.

22 16. Neither the Defendants and their Related Parties nor the Defendants'  
23 counsel shall have any responsibility for the Plan of Distribution or any application for  
24 attorneys' fees or expenses submitted by Lead Counsel, and such matters will be  
25 considered separately from the fairness, reasonableness, and adequacy of the  
26 Settlement.

27 17. At or after the Settlement Hearing, the Court shall determine whether the  
28 Plan of Distribution proposed by Lead Counsel and set forth in the Notice, and any



1 application for an award of attorneys' fees and payment of expenses, shall be  
2 approved.

3 18. All reasonable expenses incurred in identifying and notifying Settlement  
4 Class Members, as well as administering the Settlement Fund, shall be paid as set  
5 forth in the Stipulation. In the event the Settlement is not approved by the Court, or  
6 otherwise fails to become effective, neither Lead Plaintiff nor any of its counsel shall  
7 have any obligation to repay any amounts incurred or properly disbursed pursuant to  
8 ¶¶3.6 or 3.7 of the Stipulation.

9 19. Neither the Stipulation, nor this Order, nor any of their terms or  
10 provisions, nor any of the negotiations or proceedings connected with it, nor any act  
11 performed or document signed in connection with the Settlement, shall, in this or any  
12 other court, administrative agency, arbitration forum or other tribunal, constitute or be  
13 construed as an admission or concession of, or evidence of, or be deemed to create  
14 any inference of, the truth of any of the allegations in the Action, or of any liability,  
15 fault, or wrongdoing of any kind on the part of any Defendant.

16 20. The Court reserves the right to adjourn the date of the Settlement Hearing  
17 without further notice to the Settlement Class Members, and retains jurisdiction to  
18 consider all further applications arising out of or connected with the settlement. The  
19 Court may approve the Settlement, with such modifications as may be agreed to by  
20 the Settling Parties, if appropriate, without further notice to the Settlement Class  
21 Members.

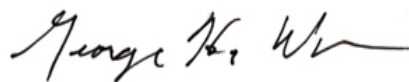
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1           21. In the event that the Settlement is canceled, terminated, fails to become  
2 effective in accordance with its terms, or is not consummated for any reason  
3 whatsoever, this Order shall be rendered null and void and have no further force and  
4 effect to the extent provided by and in accordance with the Stipulation, and the  
5 Settling Parties shall be restored to their respective positions in the Action as of the  
6 date of this Stipulation.

7           IT IS SO ORDERED.

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9 DATED: July 28, 2014



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THE HONORABLE GEORGE H. WU  
UNITED STATES DISTRICT JUDGE

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