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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DAVID M. LORITZ, Individually and
on Behalf of All Others Similarly
Situating,

Plaintiffs,

v.

EXIDE TECHNOLOGIES, et al.

Defendants.

Case No. 2:13-cv-02607-SVW-E

CLASS ACTION

**ORDER PRELIMINARILY
APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE
AND HEARING**

WHEREAS, a consolidated class action, entitled *Loritz v. Exide Technologies, et al.* Case No. 2:13-cv-02607-SVW-E, is pending before the Court (the “Action”);

WHEREAS, (i) Lead Plaintiffs James Cassella (“Cassella”) and Sandra Weitsman (“Weitsman”) and Plaintiffs Kevin Grace (“Grace”), James Close (“Close”), Mitchell Abel (“Abel”), and Steamfitters’ Industry Benefit Fund (“Steamfitters”) (on behalf of themselves and each of the Class Members, hereinafter “Plaintiffs”) and (ii) Defendants James R. Bolch, Phillip A. Damaska, R. Paul Hirt, Louis E. Martinez, John P. Reilly, Herbert F. Aspbury, Michael R. D’Appolonia, David S. Ferguson, John O’Higgins, and Domenic J. Pileggi (“Defendants”) have entered into the Stipulation of Settlement dated March 7, 2016 (the “Stipulation”), providing for the settlement of the Action and release of all

1 Released Claims and Released Defendants' Claims, which include Unknown
2 Claims, on the terms and conditions set forth in the Stipulation, subject to approval
3 of this Court (the "Settlement");
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5 WHEREAS, the parties having made application, pursuant to Federal Rule of
6 Civil Procedure 23(e), for an order preliminarily approving the settlement of the
7 Action in accordance with the Stipulation which, together with the exhibits annexed
8 thereto, sets forth the terms and conditions for the proposed Settlement of the
9 Action and for dismissal of the Action with prejudice upon the terms and conditions
10 set forth therein; and the Court having read and considered the Stipulation and the
11 exhibits annexed thereto, and all other pleadings herein, and the parties to the
12 Stipulation having consented to entry of this Order; and
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16 WHEREAS, all capitalized terms used herein shall have the same meaning as
17 set forth in the Stipulation.
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19 NOW, THEREFORE, IT IS HEREBY ORDERED:

20 1. **Preliminary Approval of the Settlement.** Subject to further
21 consideration and final approval at the Settlement Hearing, the Court finds that the
22 Stipulation sets forth terms that fall within the range of possible approval as fair,
23 reasonable, adequate, and in the best interest of the Settlement class. Accordingly,
24 the Court preliminarily approves the Stipulation and the Settlement set forth
25 therein

26 2. **Preliminary Certification of Settlement Class.** Pursuant to Rule 23
27 of the Federal Rules of Civil Procedure, the Court preliminarily certifies, for
28 purposes of effectuating the Settlement, the following Class: (a) all persons and

1 entities who purchased or otherwise acquired the common stock of Exide
2 Technologies (“Exide”) during the period from June 1, 2011 through May 24, 2013,
3 inclusive; and (b) all persons and entities who purchased or otherwise acquired in
4 the secondary market Exide’s 8^{5/8}% senior secured notes due 2018 pursuant and/or
5 traceable to the Company’s Form S-4/A Registration Statement effective August
6 12, 2011, during the period from August 12, 2011 through November 9, 2012,
7 inclusive, for Plaintiffs’ claims under Sections 11 and 15 of the Securities Act of
8 1933. Excluded from the Class are Defendants, all current and former directors and
9 officers of Exide during the Class Period, and any family member, trust, company,
10 entity or affiliate controlled or owned by any of the excluded persons and entities
11 referenced above. Also excluded from the Class are those Persons who timely and
12 validly request exclusion from the Class pursuant to the Notice of Pendency and
13 Proposed Settlement of Class Action and Settlement Hearing Thereon (the
14 “Notice”).

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20 3. With respect to the Class, the Court preliminarily finds for purposes of
21 effectuating the Settlement that: (a) the number of Class Members is so numerous
22 that joinder of all members is impracticable; (b) there are questions of law and fact
23 common to the Class; (c) the claims of Plaintiffs/proposed class representatives
24 Cassella, Weitsman, Close, and Steamfitters are typical of the claims of each Class;
25 (d) Plaintiffs/proposed class representatives Cassella, Weitsman, Close, and
26 Steamfitters and Lead Counsel have fairly and adequately represented and protected
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1 the interests of all Class Members; (e) the questions of law and fact common to the
2 Members of each Class predominate over any questions affecting only individual
3 members of the Class; and (f) a class action is superior to other available methods
4 for the fair and efficient adjudication of the controversy, considering: (i) the
5 interests of the Members of the Class in individually controlling the prosecution of
6 separate actions; (ii) the extent and nature of any litigation concerning the
7 controversy already commenced by Members of the Class; (iii) the desirability or
8 undesirability of continuing the Action in this forum; and (iv) the difficulties likely
9 to be encountered in the management of the Action.
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13 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for
14 purposes of the Settlement only, Plaintiffs Cassella, Weitsman, Close, and
15 Steamfitters are preliminarily certified as the Class Representatives and Lead
16 Counsel is preliminarily certified as Class Counsel.
17

18 5. **Settlement Hearing.** A hearing (the “Settlement Hearing”) shall be
19 held before this Court on June 6 2016, at 1:30 p.m., at Courtroom 6 of the United
20 States District Court, Central District of California, at 312 North Spring Street, Los
21 Angeles, CA, 90012-4701, to determine (a) whether the proposed Settlement of the
22 Action on the terms and conditions provided for in the Stipulation is fair, just,
23 reasonable, and adequate to each of the Parties and the Class and should be
24 approved by the Court; (b) whether the Final Judgment and Order of Dismissal,
25 annexed as Exhibit B to the Stipulation, should be entered dismissing the Action
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1 with prejudice against the Defendants; (c) whether the proposed Plan of Allocation
2 for the allocation of proceeds of the Settlement is fair and reasonable and should be
3 approved; (d) whether the Fee and Expense Application should be approved; and
4 (e) any other matters that may properly be brought before the Court in connection
5 with the Settlement. Notice of the Settlement and the Settlement Hearing shall be
6 given to Class Members as set forth in this Order.
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9 6. The Court may adjourn the Settlement Hearing and approve the
10 proposed Settlement with such modifications as the Parties may agree to, if
11 appropriate, without further notice to the Class.
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13 7. **Approval of Form and Content of Notice.** The Court approves, as to
14 form and content, the Notice, the Proof of Claim and Release (the “Proof of
15 Claim”), and the Summary Notice of Pendency and Proposed Settlement of Action
16 and Settlement Hearing Thereon (the “Publication Notice”) annexed as Exhibits
17 A-1, A-2, and A-3 hereto, respectively, and finds that mailing and distribution of
18 the Notice and Proof of Claim and the publication of the Publication Notice
19 substantially in the manner and form set forth in this Order (i) is the best notice
20 practicable under the circumstances; (ii) constitutes notice that is reasonably
21 calculated, under the circumstances, to apprise the Class Members of the pendency
22 of the Action, the effect of the proposed Settlement (including the releases
23 contained therein), and of their right to object to the proposed Settlement, exclude
24 themselves from the Class, and appear at the Settlement Hearing; (iii) constitutes
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1 due, adequate, and sufficient notice to all Persons entitled to receive notice of the
2 proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal
3 Rules of Civil Procedure, the United States Constitution (including the Due Process
4 Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-
5 4(a)(7), and all other applicable laws and rules. The date and time of the Settlement
6 Hearing shall be included in the Notice and Publication Notice before they are
7 mailed and published, respectively.
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10 8. **Retention of Claims Administrator and Manner of Notice.** Lead
11 Counsel is hereby authorized to retain KCC, LLC, (the “Claims Administrator”) to
12 supervise and administer the notice procedure as well as the processing of claims.
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14 9. Not later than three (3) calendar days after the date of entry of this
15 Order, Defendants shall use reasonable efforts to provide the Claims Administrator
16 with an electronic and searchable list (if available) of Exide’s registered
17 shareholders and/or holders of Exide’s 8^{5/8}% senior secured notes due 2018, in
18 order to identify and provide notice to Members of the Class.
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20 10. Not later than fourteen (14) calendar days after the date of entry of this
21 Order, the Claims Administrator, under the direction of Lead Counsel, shall cause a
22 copy of the Notice and the Proof of Claim (the “Claim Packet”), substantially in the
23 form annexed hereto as Exhibits A-1 and A-2, to be sent by first class mail to all
24 Members of the Class who can be identified from transfer records and from other
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1 sources available to the Claims Administrator and Lead Counsel with reasonable
2 effort (the “Notice Date”).

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4 11. Not later than seven (7) calendar days after the Notice Date, Lead
5 Counsel shall cause the Publication Notice to be published once in the national
6 edition of the *Investor’s Business Daily* and transmitted over the national circuit of
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8 *PR Newswire*.

9 12. At least seven (7) calendar days prior to the Settlement Hearing, Lead
10 Counsel shall serve on Defendants’ Counsel and file with the Court proof, by
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12 affidavit or declaration, of such mailing and publishing.

13 13. Additionally, notice of the Action and the proposed Settlement shall be
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15 posted on the Claims Administrator’s website.

16 14. **Broker and Nominee Procedures.** Brokers and nominees who
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18 purchased or held Exide common stock or Exide’s 8^{5/8}% senior secured notes due
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20 2018 during the Class Period for the benefit of another Person shall send the Claim
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22 Packet to the beneficial owners of such Exide stock or notes within ten (10)
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24 calendar days after receipt thereof, or send a list of the names and addresses of such
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26 beneficial owners to the Claims Administrator within ten (10) calendar days of
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28 receipt thereof in which event the Claims Administrator shall promptly mail the
Claim Packet to such beneficial owners. The Claims Administrator shall provide
nominees with additional copies of the Claim Packet upon request. Nominees may
seek reimbursement of their reasonable administrative costs and expenses actually

1 incurred in searching their records to find the names and addresses of beneficial
2 owners and for mailing the Claim Packet by providing the Claims Administrator
3 with proper documentation supporting the expenses for which reimbursement is
4 sought. Such properly documented expenses incurred by nominees in compliance
5 with the terms of this Order shall be paid from the Settlement Fund in accordance
6 with the provisions of the Stipulation.
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9 15. **Participation in the Settlement.** Members of the Class who wish to
10 participate in the Settlement and receive a distribution from the Net Settlement
11 Fund must complete and submit a Proof of Claim in accordance with the
12 instructions contained therein. Unless the Court orders otherwise, all Proofs of
13 Claim must be submitted no later than ninety (90) calendar days after the Notice
14 Date. Each Proof of Claim shall be deemed to be submitted when posted, if
15 received with a postmark indicated on the envelope and if mailed by first-class mail
16 and addressed in accordance with the instructions thereon. In all other cases, the
17 Proof of Claim shall be deemed to have been submitted when it was actually
18 received by the Claims Administrator. Notwithstanding the foregoing, Lead
19 Counsel may, at its discretion, accept for processing late claims provided that such
20 acceptance does not delay the distribution of the Net Settlement Fund to the Class.
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23 16. The Proof of Claim submitted by each Class Member must satisfy the
24 following conditions: (i) it must be properly completed, signed, and submitted in a
25 timely manner in accordance with the provisions of the preceding subparagraph; (ii)
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1 it must be accompanied by adequate supporting documentation for the transactions
2 reported therein, in the form of broker confirmation slips, broker account
3 statements, an authorized statement from the broker containing the transactional
4 information found in a broker confirmation slip, or such other documentation as is
5 deemed adequate by Lead Counsel and the Claims Administrator; (iii) if the person
6 executing the Proof of Claim is acting in a representative capacity, a certification of
7 his current authority to act on behalf of the Class Member must be included in the
8 Proof of Claim; and (iv) the Proof of Claim must be complete, and contain no
9 material deletions or modifications of any of the printed matter contained therein,
10 and must be signed under penalty of perjury.

14 17. Any Class Member who does not submit a Proof of Claim within the
15 time provided or whose claim is not otherwise approved by the Court, (a) shall be
16 deemed to have waived his, her, its right to share in the Net Settlement Fund, shall
17 be barred from sharing in the distribution of the proceeds of the Net Settlement
18 Fund; (b) shall be bound by the provisions of the Stipulation and the Settlement and
19 all proceedings, determinations, orders, and judgments in the Action related thereto,
20 including, but not limited to, the Final Judgment and Order of Dismissal and the
21 releases provided therein, whether favorable or unfavorable to the Class, unless
22 otherwise ordered by the Court; and (c) will be fully and forever barred from
23 commencing, maintaining, or prosecuting any of the Released Claims against each
24 of the Defendants and their Released Parties as defined in the Stipulation.
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1 Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept late-
2 submitted claims for processing by the Claims Administrator so long as distribution
3 of the Net Settlement Fund is not materially delayed thereby.
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5 18. All members of the Class who do not submit a valid request for
6 exclusion in accordance with Paragraph 19 below shall be bound by all
7 determinations and judgments in the Action concerning the Settlement, whether
8 favorable or unfavorable to the Class.
9

10 19. **Exclusion From The Settlement Class.** Any Person falling within
11 the definition of the Class, may, upon request, be excluded from the Class. Any
12 such Person must submit to the Claims Administrator a “Request for Exclusion,”
13 postmarked no later than twenty-one (21) calendar days prior to the Settlement
14 Hearing to the address specified in the Notice. A Request for Exclusion must be
15 signed by such person or his, her, or its authorized representative and shall state: (a)
16 the name, address, and telephone number of the Person requesting exclusion; (b)
17 the Person’s purchases and sales of Exide common stock or Exide’s 8^{5/8}% senior
18 secured notes due 2018 made during the Class Period, including the dates, the
19 number of shares or notes, and price paid or received per share for each such
20 purchase or sale; and (c) that the Person wishes to be excluded from the Class. A
21 Request for Exclusion shall not be effective unless it provides all the required
22 information, including supporting documentation of the Person’s purchases and
23 sales of Exide common stock or Exide’s 8^{5/8}% senior secured notes due 2018, and is
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1 received within the time stated above, or is otherwise accepted by the Court. Any
2 Class Member who fails to timely or properly opt-out, or whose request to opt out
3 is not otherwise accepted by the Court, shall be deemed a Class Member, and shall
4 be deemed by operation of law to have released all Released Claims against
5 Defendants and their Released Parties.
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8 20. Any Person who or which timely and validly requests exclusion in
9 compliance with the terms stated in this Order and is thereby excluded from the
10 Class shall not be a Class Member, shall not be bound by the terms of the
11 Settlement or any other orders or judgments in the Action, and shall have no right
12 to receive any payment from the Net Settlement Fund.
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14 21. **Appearance and Objections.** Class Members may enter an
15 appearance in the Action, at their own expense, individually or through counsel of
16 their own choice. If they do not enter an appearance, they will be represented by
17 Lead Counsel.
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19 22. Attendance at the Settlement Hearing is not mandatory.
20 Notwithstanding, any Class Member may appear and show cause (if he, she or it
21 has any) at the Settlement Hearing in person or by counsel and be heard in support
22 of, or in opposition to, the fairness, reasonableness, and adequacy of the Settlement
23 and the Final Judgment and Order of Dismissal entered thereon, the Plan of
24 Allocation, or the Fee and Expense Application submitted by Lead Counsel.
25 However, no Class Member or any other Person shall be heard or entitled to contest
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1 the approval of the terms and conditions of the proposed Settlement, or, if
2 approved, the Final Judgment and Order of Dismissal to be entered thereon
3 approving the Settlement, the Plan of Allocation, or the attorneys' fees and
4 expenses to be awarded to Lead Counsel unless that Person has filed with the Court
5 and served on Lead Counsel and Defendants' Counsel written objections and copies
6 of any papers and briefs on or before twenty-one (21) calendar days prior to the
7 Settlement Hearing. Such an objection must be signed and include the name,
8 address, telephone number, the number of shares of Exide common stock or
9 Exide's 8^{5/8}% senior secured notes due 2018 purchased and sold during the Class
10 Period, including proof of all purchases and sales of Exide common stock or Exide
11 8^{5/8}% senior secured notes due 2018, and the reasons for the objection. Any Class
12 Member who does not make his, her or its objection in the manner provided herein
13 shall be deemed to have waived such objection and shall forever be foreclosed from
14 making any objection to the fairness or adequacy of the proposed Settlement as
15 incorporated in the Stipulation, to the Final Judgment and Order of Dismissal, to
16 the Plan of Allocation, and/or to the award of attorneys' fees and reimbursement of
17 expenses to Plaintiffs' Counsel, unless otherwise ordered by the Court.
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24 23. **Stay.** All proceedings relating to the Class in the Action, except as set
25 forth in the Stipulation, are stayed until further order of this Court. Pending the
26 final determination of the fairness, reasonableness, and adequacy of the proposed
27 Settlement, Plaintiffs and Members of the Class, either directly, representatively, or
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1 in any other capacity, shall not institute, commence, or prosecute any other
2 proceedings, other than those incident to the Settlement itself, against Defendants
3 and any of the Released Parties in any action or proceeding in any court or tribunal.
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5 **24. Settlement Funds.** The passage of title and ownership of the
6 Settlement Fund to the Escrow Agent in accordance with the terms and obligations
7 of the Stipulation is approved. No Person that is not a member of the Class,
8 Plaintiffs, or Plaintiffs' Counsel shall have any right to any portion of, or in the
9 distribution of, the Settlement Fund unless otherwise ordered by the Court or
10 otherwise provided in the Stipulation.
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13 **25.** All funds held by the Escrow Agent shall be deemed and considered to
14 be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the
15 Court, until such time as such funds shall be distributed pursuant to the Stipulation
16 and/or further order(s) of the Court.
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18 **26. Settlement Administration Fees and Expenses.** All reasonable
19 expenses incurred in identifying and notifying members of the Class, as well as
20 administering the Settlement Fund, shall be paid as set forth in the Stipulation. In
21 the event the Settlement is not approved by the Court, or otherwise fails to become
22 effective, neither Plaintiffs nor any of Plaintiffs' Counsel shall have any obligation
23 to repay any amounts actually and properly disbursed from or chargeable to the
24 Settlement Fund in accordance with the Stipulation.
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1 27. **Taxes.** Lead Counsel is authorized and directed to prepare any tax
2 returns and any tax reporting form for or in respect of the Settlement Fund, to pay
3 from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and
4 to otherwise perform all obligations with respect to Taxes and any reporting or
5 filings in respect thereof without further order of the Court in a manner consistent
6 with the provisions of the Stipulation.
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9 28. **Use of This Order.** Neither the Stipulation nor the Settlement set
10 forth therein, nor any of its terms or provisions, nor any of the negotiations or
11 proceedings connected with it: (a) shall be deemed to be, or shall be used as an
12 admission of any Defendant, any Released Party, or any other Person of the validity
13 of any Released Claims, or any wrongdoing by or liability of any Defendant or
14 Released Party; (b) shall be deemed to be, or shall be used as an admission of any
15 fault or omission of any Defendant or any Released Party in any statement, release,
16 or written documents issued, filed, or made; (c) shall be offered or received in
17 evidence against any Defendant or Released Party in any civil, criminal, or
18 administrative action or proceeding in any court, administrative agency, or other
19 tribunal other than such proceedings as may be necessary to consummate or enforce
20 the Stipulation, the Settlement set forth therein, the releases provided pursuant
21 thereto, and/or the Final Judgment and Dismissal Order, except that the Stipulation
22 may be filed in the Action or in any subsequent action brought against any of the
23 Defendants, their insurers, and/or any of the Released Parties in order to support a
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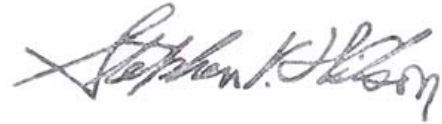
1 defense or counterclaim of any Defendant and/or any Released Party of *res*
2 *judicata*, collateral estoppel, release, good faith settlement, or any theory of claim
3 or issue preclusion or similar defense or counterclaim, including, without
4 limitation, specific performance of the Settlement embodied in the Stipulation as
5 injunctive relief; (d) shall be construed against the Defendants, Released Parties,
6 Plaintiffs, and Members of the Class as an admission or concession that the
7 consideration to be given hereunder represents the amount which could be or would
8 have been recovered after trial; and (e) shall be construed as or received in evidence
9 as an admission, concession, or presumption against Plaintiffs and Members of the
10 Class or any of them that any of their claims are without merit or that damages
11 recoverable in the Action would not have exceeded the Settlement Fund.

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16 29. **Termination.** If the Settlement is terminated, is not approved by this
17 Court, or the Effective Date does not occur, then this Order shall become null and
18 void, of no further force and effect, and shall be without prejudice to the rights of
19 the Plaintiffs, Class Members, and Defendants, all of whom shall be restored to
20 their respective positions with respect to the Action, as provided for in the
21 Stipulation.

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24 30. **Supporting Papers.** All papers in support of the Settlement, the Plan
25 of Allocation, and the application by Plaintiffs' Counsel for attorneys' fees and
26 reimbursement of expenses shall be filed and served no later than thirty (30)
27 calendar days prior to the Settlement Hearing; if reply papers are necessary, they
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1 are to be filed and served no later than seven (7) calendar days prior to the
2 Settlement Hearing.
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4 31. **Retention of Jurisdiction.** The Court retains jurisdiction to consider
5 all further applications arising out of the proposed
6 Settlement. Dated: April 6, 2016
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11 Hon. Stephen V. Wilson
United States District Court Judge
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