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**UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION**

CORY LONGO, individually and on behalf  
of all others similarly situated, et al.,  
  
  Plaintiffs,  
  
  v.  
  
OSI SYSTEMS, INC., et al.,  
  
  Defendants.

Case No. 2:17-cv-08841-FMO-SKx  
  
**[PROPOSED] JUDGMENT  
APPROVING CLASS ACTION  
SETTLEMENT**

WHEREAS, the above-captioned action is pending in this Court (“Action”);

WHEREAS, (a) Court-appointed Lead Plaintiff Arkansas Teacher Retirement System, on behalf of itself, named plaintiff John A. Prokop, and the Settlement Class (as defined below) and (b) OSI Systems, Inc. (“OSI” or the “Company”), Deepak Chopra, Alan Edrick, and Ajay Mehra (collectively, “Defendants”) have entered into the Stipulation and Agreement of Settlement dated October 22, 2021 (ECF No. 125-4) (“Stipulation”), that provides for a complete dismissal with prejudice of the claims asserted in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (“Settlement”);

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

1           WHEREAS, by Order dated December 30, 2021 (ECF No. 131) (the “Preliminary  
2 Approval Order”), this Court: (a) preliminarily certified the Settlement Class for purposes  
3 of the Settlement and preliminarily found the terms of the Settlement to be fair, reasonable,  
4 and adequate under Rule 23(e)(2); (b) ordered that notice of the proposed Settlement be  
5 provided to potential Settlement Class Members; (c) provided Settlement Class Members  
6 with the opportunity either to exclude themselves from the Settlement Class or to object to  
7 the proposed Settlement; and (d) scheduled a hearing regarding final approval of the  
8 Settlement;

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

10           WHEREAS, the Court conducted a hearing on May 12, 2022 (“Final Approval  
11 Hearing”) to consider, among other things: (a) whether the terms and conditions of the  
12 Settlement are fair, reasonable, and adequate to the Settlement Class, and should therefore  
13 be approved; and (b) whether a judgment should be entered dismissing the Action with  
14 prejudice as against the Defendants; and

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

19           IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

23           2.     **Incorporation of Settlement Documents**—This Judgment incorporates and  
24 makes a part hereof: (a) the Stipulation filed with the Court on October 22, 2021 (ECF  
25 No. 124-4); and (b) the Notice and the Summary Notice (ECF No. 133-3), both of which  
26 were filed with the Court on February 28, 2022.

27           3.     **Class Certification for Settlement Purposes**—The Court hereby certifies for  
28 the purposes of the Settlement only, the Action as a class action pursuant to Rules 23(a)

1 and (b)(3) of the Federal Rules of Civil Procedure on behalf of the Settlement Class  
2 consisting of all persons and entities who purchased or otherwise acquired OSI common  
3 stock or 1.25% convertible senior notes due 2022 (collectively, “OSI Securities”) between  
4 August 21, 2013 and February 1, 2018, inclusive, and were damaged thereby. Excluded  
5 from the Settlement Class are (a) Defendants; (b) members of the Individual Defendants’  
6 immediate families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and  
7 (1)(b)(ii)); (c) any person, firm, trust, corporation, officer, director, or other individual or  
8 entity in which any Defendant has a controlling interest, or which is related to or affiliated  
9 with any of the Defendants; (d) present or former executive officers of OSI and their  
10 immediate families (as defined in 17 C.F.R. § 229.404, Instructions (1)(a)(iii) and  
11 (1)(b)(ii)); and (e) the legal representatives, agents, affiliates, heirs, successors-in-interest,  
12 or assigns of any such excluded party. Also excluded from the Settlement Class are any  
13 persons and entities listed on Exhibit 1 hereto who or which submitted a request for  
14 exclusion from the Settlement Class that has been accepted by the Court.

15 4. **Adequacy of Representation**—Pursuant to Rule 23 of the Federal Rules of  
16 Civil Procedure, and for the purposes of the Settlement only, the Court hereby appoints  
17 Lead Plaintiff as Class Representative for the Settlement Class and appoints Lead Counsel  
18 Kessler Topaz Meltzer & Check, LLP as Class Counsel for the Settlement Class. Lead  
19 Plaintiff and Lead Counsel have fairly and adequately represented the Settlement Class both  
20 in terms of litigating the Action and for purposes of entering into and implementing the  
21 Settlement, and have satisfied the requirements of Federal Rules of Civil Procedure 23(a)(4)  
22 and 23(g), respectively.

23 5. **Notice**—The Court finds that the dissemination of the Notice and the  
24 publication of the Summary Notice: (a) were implemented in accordance with the  
25 Preliminary Approval Order; (b) constituted the best notice practicable under the  
26 circumstances; (c) constituted notice that was reasonably calculated, under the  
27 circumstances, to apprise Settlement Class Members of (i) the pendency of the Action;  
28 (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder);

1 (iii) Lead Counsel’s motion for attorneys’ fees and Litigation Expenses; (iv) their right to  
2 object to any aspect of the Settlement, the Plan of Allocation and/or Lead Counsel’s motion  
3 for attorneys’ fees and Litigation Expenses; (v) their right to exclude themselves from the  
4 Settlement Class; and (vi) their right to appear at the Final Approval Hearing;  
5 (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to  
6 receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of  
7 the Federal Rules of Civil Procedure, the United States Constitution (including the Due  
8 Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1,  
9 78u-4, as amended, and all other applicable law and rules. No Settlement Class Member is  
10 relieved from the terms of the Settlement, including the Releases provided for therein, based  
11 upon the contention or proof that such Settlement Class Member failed to receive actual or  
12 adequate notice. A full opportunity has been offered to Settlement Class Members to object  
13 to the proposed Settlement and to participate in the hearing thereon. Thus, it is hereby  
14 determined that all Settlement Class Members are bound by this Judgment, except those  
15 persons listed on Exhibit 1 to this Judgment.

16 6. **CAFA Notice**—The Court finds that the notice requirements set forth in the  
17 Class Action Fairness Act of 2005, 28 U.S.C. § 1715, to the extent applicable to the Action,  
18 have been satisfied and that the statutory waiting period for entry of this Judgment has  
19 elapsed.

20 7. **Final Settlement Approval and Dismissal of Claims**—Pursuant to, and in  
21 accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby  
22 fully and finally approves the Settlement set forth in the Stipulation in all respects  
23 (including, without limitation, the amount of the Settlement, the Releases provided for  
24 therein, and the dismissal with prejudice of the claims asserted against Defendants in the  
25 Action), and finds that the Settlement is, in all respects, fair, reasonable, adequate, and in  
26 the best interests of the Settlement Class. Specifically, the Court finds that (a) Lead Plaintiff  
27 and Lead Counsel have adequately represented the Settlement Class; (b) the Settlement was  
28 negotiated by the Parties at arm’s length; (c) the relief provided for the Settlement Class

1 under the Settlement is adequate taking into account the costs, risks, and delay of trial and  
2 appeal, the proposed means of distributing the Settlement Fund to the Settlement Class; and  
3 the proposed attorneys' fee award; and (d) the Settlement treats members of the Settlement  
4 Class equitably relative to each other. The Parties are directed to implement, perform, and  
5 consummate the Settlement in accordance with the terms and provisions contained in the  
6 Stipulation.

7 8. The Action and all of the claims asserted against Defendants in the Action by  
8 Plaintiffs and the other Settlement Class Members are hereby dismissed with prejudice as  
9 to all Defendants. The Parties shall bear their own costs and expenses, except as otherwise  
10 expressly provided in the Stipulation.

11 9. **Binding Effect**—The terms of the Stipulation and of this Judgment shall be  
12 forever binding on Defendants, Lead Plaintiff, named plaintiff John A. Prokop, and all other  
13 Settlement Class Members (regardless of whether or not any individual Settlement Class  
14 Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement  
15 Fund), as well as their respective successors and assigns. The persons and entities listed on  
16 Exhibit 1 hereto are excluded from the Settlement Class pursuant to request and are not  
17 bound by the terms of the Stipulation or this Judgment.

18 10. **Releases**—The Releases set forth in paragraphs 5, 6, and 7 of the Stipulation,  
19 together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are  
20 expressly incorporated herein. The Releases are effective as of the Effective Date.  
21 Accordingly, this Court orders that:

22 (a) Without further action by anyone, and subject to paragraph 11 below,  
23 upon the Effective Date of the Settlement, Lead Plaintiff, named plaintiff John A. Prokop,  
24 and each of the other Settlement Class Members and Released Lead Plaintiff's Parties, on  
25 behalf of themselves, and each of their respective heirs, executors, administrators,  
26 predecessors, successors, and assigns in their capacities as such, shall be deemed to have,  
27 and by operation of law and of the Judgment, or the Alternate Judgment, if applicable, shall  
28 have fully, finally, and forever compromised, settled, released, resolved, relinquished,

1 waived, and discharged all of Lead Plaintiff's Released Claims against the Released  
2 Defendants' Parties, and shall be permanently and forever barred, enjoined, and estopped  
3 from prosecuting, attempting to prosecute, or assisting others in the prosecution of any or  
4 all of the Lead Plaintiff's Released Claims against any of the Released Defendants' Parties.  
5 This Release shall not apply to any person or entity listed on Exhibit 1 hereto.

6 (b) Without further action by anyone, and subject to paragraph 11 below,  
7 upon the Effective Date of the Settlement, Defendants and Released Defendants' Parties,  
8 on behalf of themselves, and each of their respective heirs, executors, administrators,  
9 predecessors, successors, and assigns in their capacities as such, shall be deemed to have,  
10 and by operation of law and of the Judgment, or the Alternate Judgment, if applicable, shall  
11 have, fully, finally, and forever compromised, settled, released, resolved, relinquished,  
12 waived, and discharged all of Released Defendants' Claim against the Released Lead  
13 Plaintiff's Parties, and shall be permanently and forever barred, enjoined, and estopped  
14 from prosecuting, attempting to prosecute, or assisting others in the prosecution of any or  
15 all of the Defendants' Released Claims against any of the Released Lead Plaintiff's Parties.

16 11. Notwithstanding paragraphs 10 (a)–(b) above, nothing in this Judgment shall  
17 bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or  
18 this Judgment.

19 12. **Rule 11 Findings**—Pursuant to 15 U.S.C. §78u-4(c)(1) and based on its  
20 review of the record, the Court finds that the Parties and their respective counsel have  
21 complied with the requirements of Rule 11(b) of the Federal Rules of Civil Procedure in  
22 connection with the institution, prosecution, defense, and settlement of the Action.

23 13. **No Admissions**—Neither this Judgment, the Term Sheet, the Stipulation,  
24 including the exhibits thereto and the Plan of Allocation contained therein (or any other  
25 plan of allocation that may be approved by the Court), nor any discussion, communication,  
26 negotiation, proceeding, or agreement relating to the Term Sheet, the Settlement, the  
27 Stipulation, or any matter arising in connection with settlement discussions, negotiations,  
28 proceedings, or agreements: (a) shall be offered or received against or to the prejudice of

1 any of the Released Defendants' Parties as evidence of, or construed as, or deemed to be  
2 evidence of any presumption, concession, or admission by any of the Released Defendants'  
3 Parties with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim  
4 that was or could have been asserted or the deficiency of any defense that has been or could  
5 have been asserted in this Action or in any other litigation, or of any liability, negligence,  
6 fault, or other wrongdoing of any kind of any of the Released Defendants' Parties or in any  
7 way referred to for any other reason as against any of the Released Defendants' Parties, in  
8 any arbitration, civil, criminal, or administrative action or proceeding, other than such  
9 proceedings as may be necessary to effectuate the provisions of this Stipulation; (b) shall  
10 be offered or received against or to the prejudice of any of the Released Lead Plaintiff's  
11 Parties, as evidence of, or construed as, or deemed to be evidence of any presumption,  
12 concession, or admission by any of the Released Lead Plaintiff's Parties that any of their  
13 claims is without merit, that any of the Released Defendants' Parties had meritorious  
14 defenses, or that damages recoverable under the First Amended Complaint would not have  
15 exceeded the Settlement Amount or with respect to any liability, negligence, fault, or  
16 wrongdoing of any kind, or in any way referred to for any other reason as against any of the  
17 Released Lead Plaintiff's Parties, in any arbitration, civil, criminal, or administrative action  
18 or proceeding, other than such proceedings as may be necessary to effectuate the provisions  
19 of this Stipulation; or (c) shall be construed against any of the Releasees as an admission,  
20 concession, or presumption that the consideration to be given hereunder represents the  
21 amount which could be or would have been recovered after trial; *provided, however*, that if  
22 the Stipulation is approved by the Court, the Parties and the Releasees and their respective  
23 counsel may refer to it: (i) to effectuate the protections from liability granted thereunder;  
24 (ii) to support a defense or counterclaim in any action brought against them based on  
25 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar  
26 or reduction, or any other theory of claim preclusion or issue preclusion or similar defense  
27 or counterclaim; or (iii) otherwise to enforce the terms of the Settlement.

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1           14.    **Retention of Jurisdiction**—Without affecting the finality of this Judgment in  
2 any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for  
3 purposes of the administration, interpretation, implementation, and enforcement of the  
4 Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of  
5 attorneys’ fees and/or Litigation Expenses by Lead Counsel in the Action that will be paid  
6 from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion  
7 to approve the Class Distribution Order; and (f) the Settlement Class Members for all  
8 matters relating to the Action.

9           15.    Separate orders shall be entered regarding approval of a plan of allocation and  
10 the motion of Lead Counsel for an award of attorneys’ fees and payment of Litigation  
11 Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall  
12 not affect or delay the Effective Date of the Settlement.

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

20           17.    **Termination of Settlement**—If the Settlement is terminated as provided in  
21 the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this  
22 Judgment shall be vacated, rendered null and void, and be of no further force and effect,  
23 except as otherwise provided by the Stipulation, and this Judgment shall be without  
24 prejudice to the rights of Lead Plaintiff, named plaintiff John A. Prokop, the other  
25 Settlement Class Members, and Defendants, and the Parties shall revert to their respective  
26 positions in the Action immediately prior to the execution of the Term Sheet on  
27 September 7, 2021, as provided in the Stipulation.



1           18.    **Entry of Final Judgment**—There is no just reason to delay the entry of this  
2 Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly  
3 directed to immediately enter this final judgment in this Action.

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SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
The Honorable Fernando M. Olguin  
United States District Judge

**EXHIBIT 1**

**Persons Excluded from the Settlement Class**

	<u><b>Name</b></u>	<u><b>City, State</b></u>
1.	Aurelia E. Sulewski	Dearborn, MI
2.	Paul D. Cox	Kenosha, WI
3.	Deidre A. Bourne	New York, NY
4.	Fridolin Joseph Linder	Phoenix, AZ
5.	Cecilia M. Wollney	Livonia, MI
6.	Barbara Fisher	Coral Gables, FL
7.	Stephen Ford	Black Diamond, WA
8.	Tri Minh Nguyen	Anaheim, CA
9.	Jeom Park	Irvine, CA
10.	Therese R. Roth	Nyack, NY
11.	Joseph Kuziel	Tampa, FL
12.	Robert G. Wilson	Santa Fe, NM
13.	Rafael Ramirez	Santa Rosa, CA
14.	Fu Sheng Wu	Belmont, MA

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