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11 **UNITED STATES DISTRICT COURT**
 12 **CENTRAL DISTRICT OF CALIFORNIA**
 13 **WESTERN DIVISION**

14 IN RE AMERICAN APPAREL, INC.
 15 SHAREHOLDER LITIGATION

Case No. CV-10-6352 MMM (JCG)
 (Consolidated)

16 This Document Relates To: All
 17 Actions

CLASS ACTION

**STIPULATION AND AGREEMENT
 OF SETTLEMENT**

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1 This Stipulation and Agreement of Settlement (the “Stipulation”) is
2 submitted in the action *In re American Apparel, Inc. Shareholder Litigation*, Case
3 No. CV-10-6352 MMM (JCG) (the “Action”), pursuant to Rule 23 of the Federal
4 Rules of Civil Procedure. Subject to the approval of the United States District
5 Court for the Central District of California (the “Court”), this Stipulation is entered
6 into by Charles Rendelman (the “Lead Plaintiff”), on behalf of himself and the
7 Class (as defined below), and American Apparel, Inc. (“American Apparel” or the
8 “Company”), Dov Charney (“Charney”), and Adrian Kowalewski (“Kowalewski”)
9 collectively, (“American Apparel Defendants”), Lion Capital LLP and Lion Capital
10 (Americas) Inc. (collectively, the “Defendants”). Lead Plaintiff and Defendants
11 shall be referred to herein together as the “Parties.” This Stipulation is intended by
12 the Parties to resolve, settle and discharge the Settled Claims (as hereinafter
13 defined) fully, finally and forever, upon and subject to the terms and conditions set
14 forth herein.

15 WHEREAS:

16 A. Beginning on August 25, 2010, the following putative class action
17 complaints were filed in the Court against American Apparel and certain of the
18 other Defendants: *Anthony Andrade v. American Apparel, Inc., et al.*, No. 2:10-cv-
19 06352-MMM-JCG; *Douglas Ormsby v. American Apparel, Inc., et al.*, No. 2:10-cv-
20 06513-MMM; *James Costa v. American Apparel, Inc., et al.*, No. 2:10-cv-06516-
21 MMM; and *Wesley Childs v. American Apparel, Inc., et al.*, No. 2:10-cv-06680-
22 GW-JCG. On December 3, 2010, the Court consolidated the foregoing cases under
23 the caption *In re American Apparel, Inc. Shareholder Litigation*, Case No. CV-10-
24 6352 MMM (RCx). On March 15, 2011, the Court issued an order appointing
25 Charles Rendelman as Lead Plaintiff and approving his selection of Kessler Topaz
26 Meltzer & Check, LLP as Lead Counsel.

27 B. On April 29, 2011, Lead Plaintiff filed his Consolidated Class Action
28 Complaint for Violation of Federal Securities Laws (“Consolidated Complaint”).

1 On May 31, 2011, Defendants moved to dismiss the Consolidated Complaint.
2 Briefing was completed on July 14, 2011. On September 12, 2011, the Court held a
3 hearing on Defendants' motions to dismiss and issued a tentative order granting
4 Defendants' motions. On January 13, 2012, the Court issued its final order largely
5 adopting its tentative ruling, but granting Lead Plaintiff leave to amend.

6 C. On February 27, 2012, Lead Plaintiff filed his First Amended
7 Complaint for Violation of Federal Securities Laws ("FAC"). On March 30, 2012,
8 Defendants moved to dismiss the FAC. Briefing was completed on May 7, 2012.
9 On May 21, 2012, the Court issued its tentative opinion and heard oral argument on
10 Defendants' motions. On January 16, 2013, the Court issued a final order granting
11 in part and denying in part Defendants' motions to dismiss. By its order, the Court
12 (i) upheld Lead Plaintiff's allegations regarding American Apparel Defendants'
13 immigration compliance statements as to the Company only; (ii) dismissed Lead
14 Plaintiff's allegations regarding the effects of the terminations and the Company's
15 2009 Annual Report; and (iii) granted Lead Plaintiff one final opportunity to
16 amend.

17 D. On February 15, 2013, Lead Plaintiff filed his Second Amended Class
18 Action Complaint for Violation of Federal Securities Laws ("SAC"). On March 15,
19 2013, Defendants moved to dismiss the SAC. Briefing was completed on May 20,
20 2013. On June 3, 2013, the Court issued a tentative order and held oral argument
21 on Defendants' motions. On August 8, 2013, the Court issued its final order on
22 Defendants' motions to dismiss. By its order, the Court (i) upheld the SAC's
23 allegations regarding immigration compliance statements as to the Company and
24 the Individual Defendants (as defined herein at ¶1(t)) and the SAC's allegations
25 regarding 2009 Annual Report statements as to the Company only; (ii) upheld
26 control person allegations against Lion Capital (for the 2009 Annual Report
27 statements only) and the Individual Defendants (for both sets of statements); and
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1 (iii) dismissed with prejudice the SAC's allegations regarding the effects of the
2 terminations and the Company's compliance with its debt covenants.

3 E. The Parties thereafter engaged in mediation efforts with the assistance
4 of an experienced mediator, Jed Melnick, Esq. (JAMS), including a formal
5 mediation session and the submission of detailed mediation briefs. The Parties
6 reached a tentative agreement to settle the Action on October 24, 2013.

7 F. Defendants have denied and continue to deny that they have committed
8 any act or omission giving rise to any liability and/or violation of law. Nonetheless,
9 Defendants are entering into this Settlement to eliminate the burden and expense of
10 further litigation and the risk of not prevailing at trial and, therefore, have
11 determined that it is desirable that the Action fully and finally be settled in the
12 manner and upon the terms and conditions set forth in this Stipulation.

13 G. Lead Counsel has conducted an extensive investigation into the claims
14 and the underlying events and transactions alleged in the Action. Lead Counsel has
15 also researched the applicable law with respect to the claims of Lead Plaintiff and
16 the Class against Defendants, as well as the potential defenses thereto. In addition,
17 Lead Counsel has conducted informal discovery in connection with the proposed
18 Settlement.

19 H. Based upon the investigation, informal discovery and negotiations set
20 forth above, Lead Counsel has concluded that the terms and conditions of this
21 Stipulation are fair, reasonable and adequate to Lead Plaintiff and the Class, and in
22 their best interests, and, accordingly, Lead Plaintiff has agreed to settle the claims
23 raised in the Action pursuant to the terms and provisions of this Stipulation, after
24 considering (i) the substantial benefits that Lead Plaintiff and the members of the
25 Class will receive from resolution of the Action as against the Defendants, (ii) the
26 attendant risks of litigation, and (iii) the desirability of permitting the Settlement to
27 be consummated as provided by the terms of this Stipulation.
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1 I. The Parties agree that certification of a class, for settlement purposes
2 only, is appropriate in the Action. For purposes of this Settlement only, the Class
3 comprises all members of the Class, as defined in ¶1(i) below. Nothing in this
4 Stipulation shall serve in any fashion, either directly or indirectly, as evidence or
5 support for certification of a class other than for settlement purposes, and the Parties
6 intend that the provisions herein concerning certification of the Class shall have no
7 effect whatsoever in the event the Settlement does not become Final, as defined in
8 ¶1(s) below.

9 J. THEREFORE, without any admission or concession on the part of
10 Lead Plaintiff of any lack of merit of the Action whatsoever, and without any
11 admission or concession of any liability or wrongdoing or lack of merit in the
12 defenses whatsoever by the Defendants, it is hereby STIPULATED AND
13 AGREED, by and between the Parties through their respective counsel, subject to
14 approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil
15 Procedure, in consideration of the benefits flowing to the Parties hereto from the
16 Settlement herein set forth, that all Settled Claims (as defined herein), as against the
17 Released Parties (as defined herein), and all Released Parties' Claims (as defined
18 herein) shall be compromised, settled, released and dismissed with prejudice, upon
19 and subject to the following terms and conditions:

20 **DEFINITIONS**

21 1. As used in this Stipulation, and any exhibits attached hereto and made
22 a part hereof, the following terms shall have the following meanings:

23 a. "Action" means the above-styled case, *In re American Apparel,*
24 *Inc. Shareholder Litigation*, Case No. CV-10-6352 MMM (JCG), pending in the
25 United States District Court for the Central District of California.

26 b. "American Apparel Defendants" means collectively American
27 Apparel, Inc. ("American Apparel" or the "Company"), Dov Charney, and Adrian
28 Kowalewski.

1 c. “Authorized Claimant” means a Class Member who submits a
2 timely and valid Proof of Claim Form to the Claims Administrator (in accordance
3 with the requirements established by the Court) that is approved for payment from
4 the Net Settlement Fund.

5 d. “Claim” means a completed and signed Proof of Claim Form
6 submitted to the Claims Administrator in accordance with the instructions set forth
7 in the Proof of Claim Form.

8 e. “Claim Form” or “Proof of Claim Form” means the Proof of
9 Claim Form and Release (substantially in the form attached hereto as Exhibit A(2))
10 that a Class Member must complete if that Class Member seeks to be potentially
11 eligible to share in a distribution of the Net Settlement Fund.

12 f. “Claimant” means a person or entity that submits a Claim Form
13 to the Claims Administrator seeking to be potentially eligible to share in the
14 proceeds of the Net Settlement Fund.

15 g. “Claims Administrator” means Gilardi & Co, LLC (“Gilardi”)
16 which shall administer the Settlement subject to approval and appointment by the
17 Court.

18 h. “Class Distribution Order” means an order entered by the Court
19 authorizing and directing that the Net Settlement Fund be distributed, in whole or in
20 part, to Authorized Claimants.

21 i. “Class” means all persons and entities who purchased or
22 otherwise acquired the publicly traded common stock of American Apparel
23 between November 28, 2007 and August 17, 2010, inclusive. Excluded from the
24 Class are Defendants, the directors and officers of American Apparel and their
25 families and affiliates. Also excluded from the Class are all persons and entities
26 who exclude themselves from the Class by timely requesting exclusion in
27 accordance with the requirements set forth in the Notice.
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1 j. “Class Member” means a person or entity that is a member of
2 the Class and that does not exclude himself, herself or itself by submitting a valid
3 request for exclusion in accordance with the requirements set forth in the Notice.

4 k. “Class Period” means the period between November 28, 2007
5 and August 17, 2010, inclusive.

6 l. “Complaint” or “SAC” means the Second Amended Class
7 Action Complaint for Violation of Federal Securities Laws dated February 15,
8 2013.

9 m. “Corporate Governance” means the governance measures which
10 are to be discussed and, in American Apparel’s discretion, implemented as set forth
11 in ¶7 below.

12 n. “Court” means the United States District Court for the Central
13 District of California.

14 o. “Defendants” means American Apparel, Inc., Dov Charney,
15 Adrian Kowalewski, Lion Capital LLP and Lion Capital (Americas) Inc.

16 p. “Defendants’ Counsel” means the law firms of O’Melveny &
17 Myers LLP, Simpson Thacher & Bartlett LLP and Skadden, Arps, Slate, Meagher
18 & Flom LLP.

19 q. “Effective Date” means, as set forth in ¶34 herein, the date on
20 which: (i) all conditions to the Settlement have been satisfied; (ii) the Court grants
21 final approval to the Settlement; and (iii) the expiration of the time allowed for
22 appeal, motion or petition for reconsideration or review, or after all such appeals,
23 motions or petitions have been exhausted and the Settlement has been affirmed.

24 r. “Escrow Agent” means a financial services company designated
25 by Lead Counsel.

26 s. “Final” or “Finality” means, with respect to any Judgment or
27 Alternative Judgment (as defined herein at ¶1(u) and ¶34(d) respectively): (a) if no
28 appeal is filed, the expiration date of the time provided for under the corresponding

1 rules of the applicable court or statute for filing or noticing any appeal from the
2 Judgment; or (b) if there is an appeal from the Judgment, the date of: (i) final
3 dismissal of such appeal from the Judgment, or the final dismissal of any
4 proceeding on certiorari or otherwise to review the Judgment; or (ii) the date of
5 final affirmance of an appeal from the Judgment, the expiration of the time to file a
6 petition for a writ of certiorari or other form of review, or the denial of a writ of
7 certiorari or other form of review of the Judgment, and, if certiorari or other form of
8 review is granted, the date of final affirmance of the Judgment following review
9 pursuant to that grant. Any proceeding or order, or any appeal or petition for a writ
10 of certiorari or other form of review pertaining solely to: (i) any application for
11 attorneys' fees, costs or expenses; and/or (ii) the plan of allocation, shall not in any
12 way delay or preclude the judgment from becoming Final.

13 t. "Individual Defendants" means Dov Charney and Adrian
14 Kowalewski.

15 u. "Judgment" or "Order and Final Judgment" means the final
16 judgment approving the Settlement, to be entered by the Court substantially in the
17 form attached hereto as Exhibit B.

18 v. "Lead Counsel" means the law firm of Kessler Topaz Meltzer &
19 Check, LLP.

20 w. "Lead Plaintiff" means Charles Rendelman.

21 x. "Litigation Expenses" means the reasonable costs and expenses
22 incurred by Lead Counsel in connection with commencing and prosecuting the
23 Action, for which Lead Counsel intends to apply to the Court for reimbursement
24 from the Settlement Fund. Litigation Expenses may also include reimbursement of
25 the expenses of Lead Plaintiff in accordance with 15 U.S.C. §78u-4(a)(4).

26 y. "Net Settlement Fund" means the Settlement Fund less: (i) any
27 Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses
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1 awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) other
2 costs, expenses, or amounts as may be approved by the Court.

3 z. "Notice" means the Notice of Pendency and Proposed
4 Settlement of Class Action, Motion for Attorneys' Fees and Litigation Expenses
5 and Settlement Fairness Hearing, which shall be mailed to members of the Class,
6 substantially in the form attached hereto as Exhibit A(1).

7 aa. "Notice and Administration Costs" means the costs, fees and
8 expenses that are incurred by the Claims Administrator in connection with (i)
9 providing notice to the Class; and (ii) administering the claims process.

10 bb. "Parties" means, collectively, Lead Plaintiff and Defendants.

11 cc. "Person" means an individual, corporation (including all
12 divisions and subsidiaries), general or limited partnership, association, joint stock
13 company, joint venture, limited liability company, professional corporation, estate,
14 legal representative, trust, unincorporated association, government or any political
15 subdivision or agency thereof, and any other business or legal entity.

16 dd. "Plan of Allocation" means the proposed plan of allocation of
17 the Net Settlement Fund set forth in the Notice, or such other plan of allocation as
18 the Court shall approve.

19 ee. "Preliminary Approval Order" means the order preliminarily
20 approving the Settlement and directing notice thereof to the Class, to be entered by
21 the Court substantially in the form attached hereto as Exhibit A.

22 ff. "Released Parties" means the Defendants and their respective
23 past or present officers, directors, partners, members, parents, subsidiaries,
24 controlling persons, affiliates, employees, agents, attorneys, auditors, underwriters,
25 insurers, representatives, spouses, immediate family members, heirs, predecessors,
26 successors in interest and assigns of the Defendants.

27 gg. "Released Parties' Claims" means, to the extent allowed by law,
28 all claims and causes of action of every nature and description, whether known or

1 unknown, whether arising under federal, state, common or foreign law, that arise
2 out of or relate in any way to the institution, prosecution, or settlement of the claims
3 against the Defendants, except for claims relating to the enforcement of the
4 Settlement.

5 hh. "Settled Claims" means, to the extent allowed by law, all claims
6 and causes of action of every nature and description, whether known or unknown,
7 whether arising under federal, state, common or foreign law, that Lead Plaintiff or
8 any other member of the Class (a) asserted in the Complaint, or (b) could have
9 asserted in any forum that arise out of or are based upon the allegations,
10 transactions, facts, matters or occurrences, representations or omission involved, set
11 forth, or referred to in the Complaint and that relate to the purchase or other
12 acquisition of the publicly-traded common stock of American Apparel during the
13 Class Period. Notwithstanding the foregoing, "Settled Claims" does not include
14 claims asserted in any derivative action or ERISA action based on similar
15 allegations or any claims relating to the enforcement of the Settlement.

16 ii. "Settlement" means the settlement contemplated by this
17 Stipulation.

18 jj. "Settlement Amount" means the cash amount of \$4,800,000.00.

19 kk. "Settlement Fund" means the Settlement Amount, plus any
20 interest earned on the Settlement Amount.

21 ll. "Summary Notice" means the Summary Notice of Pendency and
22 Proposed Settlement of Class Action, Motion for Attorneys' Fees and Litigation
23 Expenses, and Settlement Fairness Hearing to be published substantially in the form
24 attached hereto as Exhibit A(3).

25 mm. "Taxes" means: (i) all federal, state and/or local taxes of any
26 kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses
27 and costs incurred by Lead Counsel in connection with determining the amount of,
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1 and paying, any taxes owed by the Settlement Fund (including, without limitation,
2 reasonable expenses of tax attorneys and accountants).

3 nn. "Unknown Claims" means any and all Settled Claims that Lead
4 Plaintiff and/or any Class Member does not know or suspect to exist in his, her or
5 its favor as of the Effective Date and any Released Parties' Claims that Defendants
6 or any Released Party does not know or suspect to exist in his, her or its favor as of
7 the Effective Date, which if known by him, her or it might have affected his, her or
8 its decision(s) with respect to the Settlement. With respect to any and all Settled
9 Claims and Released Parties' Claims, the Parties stipulate and agree that upon the
10 Effective Date, Lead Plaintiff and Defendants shall expressly waive, and each Class
11 Member and Released Party shall be deemed to have waived, and by operation of
12 the Judgment shall expressly have waived, any and all provisions, rights and
13 benefits conferred by any law of any state of the United States, or principle of
14 common law or otherwise, which is similar, comparable, or equivalent to California
15 Civil Code §1542, which provides:

16 A general release does not extend to claims which the creditor does not
17 know or suspect to exist in his or her favor at the time of executing the
18 release, which if known by him or her must have materially affected
19 his or her settlement with the debtor.

20 The Parties acknowledge, and Class Members and Released Parties by operation of
21 law shall be deemed to have acknowledged, that the inclusion of "Unknown
22 Claims" in the definition of Settled Claims and Released Parties' Claims was
23 separately bargained for and was a key element of the Settlement.

24 **STIPULATION OF CLASS CERTIFICATION**

25 2. The Parties stipulate to: (i) certification, for settlement purposes only,
26 of the Class (as defined above), pursuant to Rules 23(a) and (b)(3) of the Federal
27 Rules of Civil Procedure; (ii) appointment of Lead Plaintiff as the class
28 representative; and (iii) appointment of Lead Counsel as class counsel.

1 Certification of the Class shall be binding only with respect to the Settlement of the
2 Action and only if the Judgment contemplated by this Stipulation becomes Final
3 and the Effective Date occurs.

4 **SCOPE AND EFFECT OF SETTLEMENT**

5 3. The obligations incurred pursuant to this Stipulation shall be in full and
6 final disposition of the Action and any and all Settled Claims as against all Released
7 Parties and any and all Released Parties' Claims.

8 4. Upon the Effective Date of this Settlement, Lead Plaintiff and
9 members of the Class, on behalf of themselves and each of their heirs, executors,
10 administrators, successors and assigns, shall, with respect to each and every Settled
11 Claim, release and forever discharge, and shall forever be enjoined from
12 prosecuting, any Settled Claims against any of the Released Parties, regardless of
13 whether or not such Class Member executes and delivers a Proof of Claim Form.

14 5. Upon the Effective Date of this Settlement, each of the Released
15 Parties, on behalf of themselves and each of their heirs, executors, administrators,
16 successors and assigns, shall, with respect to each and every Released Parties'
17 Claim, release and forever discharge, and shall forever be enjoined from
18 prosecuting any of the Released Parties' Claims against Lead Plaintiff, and his
19 attorneys, and all other Class Members.

20 **SETTLEMENT CONSIDERATION**

21 6. In consideration of the Settlement of the Settled Claims against
22 Defendants and the other Released Parties, American Apparel Defendants shall
23 cause their directors and officers insurance carriers to pay the sum of four million
24 eight hundred thousand dollars (\$4,800,000.00) by check no later than fifteen (15)
25 business days following the Court's entry of the Preliminary Approval Order.
26 When due to be paid, the Settlement Amount will be deposited into an escrow
27 account held by the Escrow Agent (the "Escrow Account"). The Parties expressly
28 acknowledge and agree that all obligations of the Defendants with respect to the

1 Settlement Amount are subject to the funding of such Settlement Amount by the
2 directors and officers insurance carriers. If the Settlement Amount is not paid in
3 accordance with the foregoing terms, American Apparel Defendants agree to use
4 their best efforts to cause the directors and officers insurance carriers to fund the
5 Settlement. The Parties further agree that unless and until the Settlement Amount is
6 paid, neither the Defendants nor any of the Released Parties (as defined herein) will
7 get the releases provided for herein.

8 7. In consideration of the Settlement of the Settled Claims against
9 Defendants and the other Released Parties, the Parties have also agreed that,
10 following the Court's entry of an order granting final approval to the Settlement, the
11 Company's General Counsel and Chief Financial Officer ("CFO") will meet with
12 Lead Plaintiff to in good faith discuss his views on the Company's retail operations.
13 The General Counsel and CFO shall subsequently report Lead Plaintiff's positions
14 to the Company's Chief Executive Officer and Head of Retail Operations for their
15 review and, in their sole discretion, possible implementation.

16 **USE OF SETTLEMENT FUND**

17 8. The Settlement Fund shall be used to pay any: (i) Taxes pursuant to
18 ¶11 below; (ii) Notice and Administration Costs pursuant to ¶15 below; (iii)
19 attorneys' fees awarded by the Court; (iv) Litigation Expenses awarded by the
20 Court; and (v) other costs, expenses, or amounts as may be approved by the Court.
21 The balance remaining in the Settlement Fund after the above payments (the "Net
22 Settlement Fund") shall be distributed to Authorized Claimants at a time following
23 the Effective Date, as provided below.

24 9. Defendants shall have no responsibility or liability for the maintenance
25 or distribution of the Net Settlement Fund pursuant to this Settlement. Except as
26 provided herein or pursuant to orders of the Court, the Net Settlement Fund shall
27 remain in the Escrow Account prior to the Effective Date. All funds held by the
28 Escrow Agent shall be deemed to be in the custody of the Court and shall remain

1 subject to the jurisdiction of the Court until such time as the funds shall be
2 distributed or returned pursuant to the terms of this Stipulation and/or further order
3 of the Court. The Escrow Agent shall invest the Settlement Fund exclusively in
4 instruments backed by the full faith and credit of the United States Government or
5 fully insured by the United States Government or an agency thereof, including U.S.
6 Treasury Bills, U.S. Treasury Money Market Fund or a bank account insured by the
7 Federal Deposit Insurance Corporation (“FDIC”) up to the guaranteed FDIC limit.
8 All risks related to the investment of the Settlement Fund shall be borne by the
9 Settlement Fund.

10 10. The Parties agree that the Settlement Fund is intended to be a Qualified
11 Settlement Fund within the meaning of Treasury Regulation §1.468B-1 and that
12 Lead Counsel, as administrator of the Settlement Fund within the meaning of
13 Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing or
14 causing to be filed all informational and other tax returns as may be necessary or
15 appropriate (including, without limitation, the returns described in Treasury
16 Regulation §1.468B-2(k)) for the Settlement Fund. Such returns shall be consistent
17 with this paragraph and in all events shall reflect that all Taxes on the income
18 earned on the Settlement Fund shall be paid out of the Settlement Fund as provided
19 by ¶11 below. Lead Counsel shall also be solely responsible for causing payment
20 to be made from the Settlement Fund of any Taxes owed with respect to the
21 Settlement Fund. Upon written request, Defendants will provide promptly to Lead
22 Counsel the statement described in Treasury Regulation §1.468B-3(e). Lead
23 Counsel, as administrator of the Settlement Fund within the meaning of Treasury
24 Regulation §1.468B-2(k)(3), shall timely make such elections as are necessary or
25 advisable to carry out this paragraph, including, as necessary, making a “relation
26 back election,” as described in Treasury Regulation §1.468B-1(j), to cause the
27 Qualified Settlement Fund to come into existence at the earliest allowable date, and
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1 shall take or cause to be taken all actions as may be necessary or appropriate in
2 connection therewith.

3 11. All Taxes shall be paid out of the Settlement Fund, shall be considered
4 a cost of administration of the Settlement and shall be timely paid out of the Escrow
5 Account without prior order of the Court. The Released Parties shall have no
6 liability or responsibility for the payment of any Taxes.

7 12. This is not a “claims made” settlement; following the Effective Date of
8 the Settlement, none of the Settlement Fund shall be returned to Defendants and/or
9 such other persons or entities funding the Settlement.

10 **PRELIMINARY APPROVAL**

11 13. Promptly upon the execution of this Stipulation, the Parties shall file
12 the Stipulation and ancillary documents with the Court and apply for entry of the
13 Preliminary Approval Order, substantially in the form attached hereto as Exhibit A,
14 and for the scheduling of a final hearing (the “Settlement Fairness Hearing”) for
15 consideration of, *inter alia*, final approval of the Settlement, the Plan of Allocation
16 and Lead Counsel’s application for an award of attorneys’ fees and reimbursement
17 of Litigation Expenses. The Parties shall use their best efforts to obtain preliminary
18 approval of the Settlement as soon as practicable.

19 **ADMINISTRATION**

20 14. The Claims Administrator shall administer the Settlement under Lead
21 Counsel’s supervision and subject to the jurisdiction of the Court for all members of
22 the Class. The Defendants and Released Parties shall have no liability, obligation
23 or responsibility for the administration of the Settlement or disbursement of the Net
24 Settlement Fund, except for the obligation to pay the Settlement Amount, as
25 provided herein, and to provide, without any charge to the Settlement Fund, Lead
26 Plaintiff, Lead Counsel or the Claims Administrator, American Apparel’s security
27 holder lists (consisting of security holder names and addresses), as American
28 Apparel or its transfer agent possess, as appropriate for providing notice to the

1 Class, in a format designated by the Claims Administrator for mailings, as soon as
2 possible but no later than five (5) business days following the Parties' execution of
3 the Stipulation.

4 15. Notwithstanding the fact that the Effective Date has not yet occurred,
5 Lead Counsel may pay all reasonable Notice and Administration Costs from the
6 Settlement Fund without further order of the Court or approval of Defendants.
7 Such costs and expenses shall include, without limitation, the actual costs of
8 publication, printing and mailing the Notice and Proof of Claim Form,
9 reimbursements to nominee owners for forwarding the Notice and Proof of Claim
10 Form to their beneficial owners, the administrative expenses actually incurred and
11 fees reasonably charged by the Claims Administrator in connection with searching
12 for Class Members and providing notice and processing the submitted Proof of
13 Claim Forms, and the reasonable fees, if any, of the Escrow Agent. In the event
14 that the Settlement is not consummated, money paid or incurred for this purpose,
15 including any related fees, shall not be returned or repaid to Defendants and/or such
16 other persons and entities funding the Settlement.

17 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

18 16. Lead Counsel will apply to the Court for an award of attorneys' fees
19 which, subject to Court approval, shall be paid from the Settlement Fund. Lead
20 Counsel also will apply to the Court for reimbursement of Litigation Expenses,
21 which may include reimbursement of the expenses of Lead Plaintiff in accordance
22 with 15 U.S.C. §78u-4(a)(4).

23 17. Any attorneys' fees and Litigation Expenses that are awarded by the
24 Court shall be paid to Lead Counsel from the Escrow Account within five (5) days
25 after they are awarded by the Court, notwithstanding the existence of any timely
26 filed objections thereto, or potential for appeal therefrom, or collateral attack on the
27 Settlement or any part thereof, subject to Lead Counsel's obligation to repay all
28 such amounts, if the Settlement is terminated for any reason, or if, as a result of any

1 appeal or further proceedings on remand, or successful collateral attack, the award
2 of attorneys' fees and/or Litigation Expenses is reduced or reversed. Lead Counsel
3 shall make the appropriate refund or repayment no later than fourteen (14) business
4 days after receiving from Defendants' Counsel or from a court of appropriate
5 jurisdiction notice of the termination of the Settlement or notice of any reduction of
6 the award of attorneys' fees and/or Litigation Expenses.

7 18. The procedure for and the allowance or disallowance of any
8 application for attorneys' fees and Litigation Expenses are not part of the
9 Settlement and are to be considered by the Court separately from the Court's
10 consideration of the fairness, reasonableness and adequacy of the Settlement.

11 **CLASS DISTRIBUTION ORDER**

12 19. Lead Counsel shall apply to the Court for an order (the "Class
13 Distribution Order") approving the Claims Administrator's administrative
14 determinations concerning the acceptance and rejection of Claims and, upon the
15 Effective Date (as defined in ¶34 below), directing payment of the Net Settlement
16 Fund to Authorized Claimants.

17 **DISTRIBUTION TO AUTHORIZED CLAIMANTS**

18 20. The allocation of the Settlement Fund among the members of the Class
19 shall be subject to a plan of allocation to be proposed by Lead Counsel and
20 approved by the Court. Defendants shall take no position with respect to such
21 proposed plan of allocation or such plan as may be approved by the Court and shall
22 have no responsibility or liability whatsoever with respect to such plan of
23 allocation. Such plan of allocation is a matter separate and apart from the proposed
24 Settlement, and any decision by the Court concerning the plan of allocation shall
25 not affect the validity or finality of the Settlement.

26 21. No Authorized Claimant shall have any claim against Lead Plaintiff,
27 Lead Counsel, any Defendant, Released Party or Defendants' Counsel based on any
28 distribution made in accordance or as contemplated by this Stipulation.

1 22. The Claims Administrator shall determine each Authorized Claimant's
2 *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's
3 Recognized Claim (as defined in the plan of allocation described in the Notice, or in
4 such other plan of allocation as the Court approves). Subject to the terms of the
5 Plan of Allocation, each Authorized Claimant shall be allocated a *pro rata* share of
6 the Net Settlement Fund based on his, her, or its Recognized Claim compared to the
7 total Recognized Claims of all Authorized Claimants.

8 23. Lead Counsel shall be responsible for supervising the administration of
9 the Settlement and disbursement of the Net Settlement Fund by the Claims
10 Administrator. Lead Counsel shall have the right, but not the obligation, to waive
11 what it deems to be formal or technical defects in any Proof of Claim Form
12 submitted in the interests of achieving substantial justice.

13 24. For purposes of determining the extent, if any, to which a Class
14 Member shall be entitled to be treated as an "Authorized Claimant," the following
15 conditions shall apply:

16 (a) Each Class Member shall be required to submit a Proof of Claim
17 Form (substantially in the form attached as Exhibit A(2) hereto), supported by such
18 documents as are designated therein, including proof of the Claimant's loss, or such
19 other documents or proof as Lead Counsel, in its discretion, may deem appropriate;

20 (b) All Proof of Claim Forms must be submitted by the date
21 specified in the Notice unless such period is extended by order of the Court. Any
22 Class Member who fails to submit a Proof of Claim Form by such date shall forever
23 be barred from receiving any payment pursuant to this Stipulation (unless, by order
24 of the Court, a later submitted Proof of Claim Form by such Class Member is
25 approved), but shall in all other respects be bound by all of the terms of this
26 Stipulation and the Settlement including the terms of the Judgment to be entered in
27 the Action and the releases provided for herein, and shall be barred from bringing
28 any Settled Claims against the Released Parties. Provided that it is received before

1 the motion for the Class Distribution Order is filed, a Proof of Claim Form shall be
2 deemed to have been submitted when posted, if received with a postmark indicated
3 on the envelope and if mailed by first-class mail and addressed in accordance with
4 the instructions thereon. In all other cases, the Proof of Claim Form shall be
5 deemed to have been submitted when actually received by the Claims
6 Administrator;

7 (c) Each Proof of Claim Form shall be submitted to and reviewed
8 by the Claims Administrator, under the supervision of Lead Counsel, who shall
9 determine in accordance with this Stipulation the extent, if any, to which each
10 Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e)
11 below;

12 (d) Proof of Claim Forms that do not meet the submission
13 requirements may be rejected. Prior to rejection of a Proof of Claim Form, the
14 Claims Administrator shall communicate with Claimants in order to remedy the
15 curable deficiencies in the Proof of Claim Forms submitted. The Claims
16 Administrator, under supervision of Lead Counsel, shall notify, in a timely fashion
17 and in writing, all Claimants whose Proof of Claim Forms they propose to reject in
18 whole or in part, setting forth the reasons therefor, and shall indicate in such notice
19 that the Claimant whose Claim is to be rejected has the right to a review by the
20 Court if the Claimant so desires and complies with the requirements of
21 subparagraph (e) below;

22 (e) If any Claimant whose Claim has been rejected in whole or in
23 part desires to contest such rejection, the Claimant must, within twenty (20) days
24 after the date of mailing of the notice required in subparagraph (d) above, serve
25 upon the Claims Administrator a notice and statement of reasons indicating the
26 Claimant's grounds for contesting the rejection along with any supporting
27 documentation, and requesting a review thereof by the Court. If a dispute
28 concerning a Claim cannot otherwise be resolved, Lead Counsel shall thereafter

1 present the request for review to the Court; and

2 (f) The administrative determinations of the Claims Administrator
3 accepting and rejecting Claims shall be presented to the Court, on notice to
4 Defendants' Counsel, for approval by the Court in the Class Distribution Order.

5 25. Each Claimant shall be deemed to have submitted to the jurisdiction of
6 the Court with respect to the Claimant's Claim, and the Claim will be subject to
7 investigation and discovery under the Federal Rules of Civil Procedure, provided
8 that such investigation and discovery shall be limited to that Claimant's status as a
9 Class Member and the validity and amount of the Claimant's Claim. No discovery
10 shall be allowed on the merits of the Action or Settlement in connection with
11 processing of the Proof of Claim Forms.

12 26. Payment pursuant to this Stipulation shall be deemed final and
13 conclusive against all Class Members. All Class Members whose Claims are not
14 approved by the Court shall be barred from participating in distributions from the
15 Net Settlement Fund, but otherwise shall be bound by all of the terms of this
16 Stipulation and the Settlement, including the terms of the Judgment to be entered in
17 the Action and the releases provided for herein, and shall be barred from bringing
18 any action against the Released Parties concerning the Settled Claims.

19 27. All proceedings with respect to the administration, processing and
20 determination of Claims described in ¶24 of this Stipulation and the determination
21 of all controversies relating thereto, including disputed questions of law and fact
22 with respect to the validity of Claims, shall be subject to the jurisdiction of the
23 Court.

24 28. The Net Settlement Fund shall be distributed to Authorized Claimants
25 by the Claims Administrator only after the Effective Date and after: (i) all Claims
26 have been processed, and all Claimants whose Claims have been rejected or
27 disallowed, in whole or in part, have been notified and provided the opportunity to
28 be heard concerning such rejection or disallowance; (ii) all objections with respect

1 to all rejected or disallowed Claims have been resolved by the Court, and all
2 appeals therefrom have been resolved or the time therefor has expired (or
3 appropriate amounts have been placed in reserve); and (iii) all Notice and
4 Administration Costs have been paid.

5 29. If any funds remain in the Net Settlement Fund by reason of uncashed
6 checks, or otherwise, after the Claims Administrator has made reasonable and
7 diligent efforts to have Authorized Claimants who are entitled to participate in the
8 distribution of the Net Settlement Fund cash their distribution checks, then any
9 balance remaining in the Net Settlement Fund six (6) months after the initial
10 distribution of such funds shall be used: (i) first, to pay any amounts mistakenly
11 omitted from the initial distribution to Authorized Claimants or to pay any late, but
12 otherwise valid and fully documented Claims received after the cut-off date used to
13 make the initial distribution, which were not previously authorized by the Court to
14 be paid, provided that such distributions to any late post-distribution Claimants
15 meet all of the other criteria for inclusion in the initial distribution, including the
16 \$10.00 minimum check amount set forth in the Notice; (ii) second, to pay any
17 additional Notice and Administration Costs incurred in administering the
18 Settlement; and (iii) finally, to make a second distribution to Authorized Claimants
19 who cashed their checks from the initial distribution and who would receive at least
20 \$10.00 from such second distribution, after payment of the estimated costs or fees
21 to be incurred in administering the Net Settlement Fund and in making this second
22 distribution, if such second distribution is economically feasible.

23 30. If six (6) months after such second distribution, if undertaken, or if
24 such second distribution is not undertaken, any funds shall remain in the Net
25 Settlement Fund after the Claims Administrator has made reasonable and diligent
26 efforts to have Authorized Claimants who are entitled to participate in this
27 Settlement cash their checks, any funds remaining in the Net Settlement Fund shall
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1 be donated to a non-profit charitable organization(s) selected by Lead Counsel and
2 approved by the Court.

3 **REQUESTS FOR EXCLUSION**

4 31. Any Class Member may seek to be excluded from the Class and the
5 Settlement provided for in this Stipulation by submitting a written request for
6 exclusion in conformity with the requirements set forth in the Notice. Any
7 members of the Class so excluded shall not be bound by the terms of the
8 Stipulation, or be entitled to any of its benefits, and shall not be bound by the
9 Judgment and/or other order of the Court, whether pursuant to this Stipulation or
10 otherwise.

11 32. Class Members requesting exclusion from the Class shall be requested
12 to provide the following information to the Claims Administrator: (i) name,
13 (ii) address, (iii) telephone number, (iv) the number of shares of American Apparel
14 common stock purchased or otherwise acquired during the Class Period, (v) prices
15 or other consideration paid for such common stock, (vi) whether the shares of
16 American Apparel common stock purchased or otherwise acquired during the Class
17 Period were sold or otherwise disposed of, and if so, the prices or other
18 consideration received for such common stock, (vii) the date of each purchase,
19 acquisition or sale transaction, and (viii) a statement that the person or entity wishes
20 to be excluded from the Class. Unless otherwise ordered by the Court, any Class
21 Member who does not submit a timely written request for exclusion as provided by
22 this section shall be bound by the Stipulation. The deadline for submitting requests
23 for exclusion shall be set by the Court.

24 **TERMS OF THE JUDGMENT**

25 33. If the Settlement contemplated by this Stipulation is approved by the
26 Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a
27 Judgment, substantially in the form annexed hereto as Exhibit B, including, among
28 other things, the releases provided for herein.

1 **EFFECTIVE DATE OF SETTLEMENT, WAIVER OR TERMINATION**

2 34. The “Effective Date” of the Settlement shall be the date when all of the
3 following conditions of Settlement shall have occurred:

4 (a) payment of the Settlement Amount in conformity with ¶6 herein;

5 (b) entry of the Preliminary Approval Order substantially in the
6 form attached hereto as Exhibit A;

7 (c) final approval by the Court of the Settlement, following notice to
8 the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil
9 Procedure; and

10 (d) entry by the Court of the Judgment, substantially in the form
11 attached hereto as Exhibit B, and the expiration of any time for appeal or review of
12 such Judgment or, if any appeal is filed, after such Judgment is upheld on appeal in
13 all material respects and is no longer subject to review upon appeal or review by
14 writ of certiorari, or, in the event that the Court enters a Judgment in a form
15 substantially other than that provided above (“Alternative Judgment”) and none of
16 the Parties hereto elect to terminate this Settlement, the date that such Alternative
17 Judgment becomes final and no longer subject to review.

18 35. Lead Plaintiff and Defendants each shall have the right to terminate the
19 Settlement and thereby this Stipulation by providing written notice of their election
20 to do so (“Termination Notice”) to all Parties hereto within thirty (30) calendar days
21 of any of the following: (a) the Court’s entry of an order expressly declining to
22 enter the Preliminary Approval Order in any material respect without reasonable
23 leave to amend; (b) the Court’s refusal to approve the Settlement as set forth in this
24 Stipulation or any material part of it without reasonable leave to amend; (c) the
25 Court’s declining to enter the Judgment in any material respect or entering an
26 Alternative Judgment; (d) the date upon which the Judgment is modified or
27 reversed in any material respect by any appellate court; or (e) the date upon which
28 an Alternative Judgment is modified or reversed in any material respect by any

1 appellate court. In addition, Lead Plaintiff shall have the right to terminate the
2 Settlement after thirty (30) calendar days of American Apparel Defendants' failure
3 to deposit timely the Settlement Amount pursuant to instructions provided by Lead
4 Counsel. If a party elects to terminate the Settlement pursuant to this paragraph,
5 termination will become effective within two (2) weeks of service of the
6 Termination Notice. During these two weeks, the Parties shall use their best efforts
7 to resolve any existing conflicts and/or deficiencies and reinstate the Settlement.

8 36. Except as otherwise provided herein, in the event of a withdrawal or
9 the termination of the Settlement as set forth in ¶35 above: (a) the Settlement shall
10 be without prejudice, and none of its terms shall be effective or enforceable; (b) the
11 Settlement Amount (to the extent it has been funded), plus interest, less any
12 reasonable Notice and Administration Costs and/or Taxes, shall be returned to the
13 Person(s) paying it into the Settlement Fund within twenty (20) business days
14 pursuant to their written instructions; (c) the Parties shall revert to their litigation
15 positions immediately prior to the execution of this Stipulation; and (d) the fact and
16 terms of the Stipulation and this Settlement shall not be admissible in any trial of
17 the Action.

18 **NO ADMISSION OF WRONGDOING**

19 37. This Stipulation and all negotiations, statements, and proceedings in
20 connection herewith shall not, in any event, be construed or deemed to be evidence
21 of an admission or concession on the part of Lead Plaintiff, any Defendant, any
22 member of the Class, or any other Person, of any liability or wrongdoing of any
23 nature by them, or any of them, and shall not be offered or received in evidence in
24 any action or proceeding (except an action to enforce this Stipulation and
25 Settlement contemplated hereby), or be used in any way as an admission,
26 concession, or evidence of any liability or wrongdoing of any nature, and shall not
27 be construed as, or deemed to be evidence of, an admission or concession that Lead
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1 Plaintiff, any member of the Class, or any other Person, has or has not suffered any
2 damage.

3 **MISCELLANEOUS PROVISIONS**

4 38. The Parties agree that the United States District Court for the Central
5 District of California has jurisdiction over this Settlement.

6 39. The Parties agree to submit any dispute(s) arising during the Parties'
7 negotiation and documentation of the Settlement to Jed Melnick, Esq. (JAMS), who
8 has authority to make binding determinations, if such disputes cannot be resolved
9 after good faith negotiations. If for any reason Jed Melnick, Esq. (JAMS) is
10 unavailable or has a conflict, a substitute neutral will be agreed upon by the Parties,
11 or in the absence of agreement, appointed by the Court.

12 40. All of the exhibits attached hereto are hereby incorporated by reference
13 as though fully set forth herein.

14 41. The Parties intend the Settlement to be a final and complete resolution
15 of all disputes asserted or which could be asserted by the Class Members against the
16 Released Parties with respect to the Settled Claims. Accordingly, Lead Plaintiff
17 and Defendants agree not to assert in any forum that the Action was brought by
18 Lead Plaintiff or defended by Defendants in bad faith or without a reasonable basis.
19 The Parties shall assert no claims of any violation of the Federal Rules of Civil
20 Procedure relating to the prosecution, defense, or settlement of the Action, and the
21 Parties and their respective counsel shall not make any applications for fees, costs
22 or sanctions pursuant to Rule 11, Rule 37, Rule 45, or any other court rule or statute
23 with respect to any claims or defenses in this Action or to any aspect of the
24 institution, prosecution or defense of this Action. The Parties agree that the amount
25 paid and the other terms of the Settlement were negotiated at arm's-length in good
26 faith by the Parties, and reflect a settlement that was reached voluntarily after
27 consultation with experienced legal counsel.
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1 42. Each of the Defendants warrants (as to himself or itself) that, as to the
2 payment made by or on behalf of him or it, at the time such payment was made
3 pursuant to ¶6 above, he or it was not insolvent nor will the payment made by or on
4 behalf of him or it render him or it insolvent within the meaning of United States
5 Bankruptcy Code, including §§101 and 547 thereof. This representation is made by
6 each of the Defendants and not by Defendants' Counsel.

7 43. If a case is commenced with respect to any Person contributing to the
8 Settlement Fund under Title 11 of the United States Code (Bankruptcy), or a
9 trustee, receiver or conservator is appointed under any similar law, and in the event
10 of the entry of a final order of a court of competent jurisdiction determining the
11 transfer of the Settlement Fund, or any portion thereof, by or on behalf of any
12 Defendant to be a preference, voidable transfer, fraudulent conveyance, or similar
13 transaction and any portion thereof is required to be returned, and such amount is
14 not promptly deposited to the Settlement Fund by or on behalf of the Defendants
15 then, at the election of Lead Counsel, the Parties shall jointly move the Court to
16 vacate and set aside the releases given and Judgment entered in favor of the
17 Released Parties pursuant to this Stipulation, which releases and Judgment shall be
18 null and void, and the Parties shall be restored to their respective litigation positions
19 in the Action immediately prior to the execution of this Stipulation and any cash
20 proceeds in the Settlement Fund shall be returned as provided in ¶36.

21 44. This Stipulation may not be modified or amended, nor may any of its
22 provisions be waived, except by a writing signed by all Parties hereto or their
23 successors-in-interest.

24 45. The headings herein are used for the purpose of convenience only and
25 are not meant to have legal effect.

26 46. The administration and consummation of the Settlement as embodied
27 in this Stipulation shall be under the authority of the Court, and the Court shall
28 retain jurisdiction for the purpose of entering orders providing for awards of

1 attorneys' fees and expenses to Lead Counsel and enforcing the terms of this
2 Stipulation.

3 47. The waiver by one party of any breach of this Stipulation by any other
4 party shall not be deemed a waiver of any other prior or subsequent breach of this
5 Stipulation.

6 48. This Stipulation and its exhibits constitute the entire agreement
7 concerning the Settlement of the Action, and no representations, warranties, or
8 inducements have been made by or on behalf of any party hereto concerning this
9 Stipulation and its exhibits other than those contained and memorialized in such
10 documents.

11 49. This Stipulation may be executed in one or more counterparts,
12 including by signature transmitted by facsimile or electronic mail. Each counterpart
13 when so executed shall be deemed to be an original, and all such counterparts
14 together shall constitute the same instrument. All counsel and any other Person
15 executing this Stipulation and any of the exhibits hereto, or any related settlement
16 documents, warrant and represent that they have the full authority to do so and that
17 they have the authority to take appropriate action required or permitted to be taken
18 pursuant to the Stipulation to effectuate its terms.

19 50. This Stipulation shall be binding upon, and inure to the benefit of, the
20 successors and assigns of the Parties hereto.

21 51. The construction and interpretation of this Stipulation shall be
22 governed and construed in accordance with the laws of the State of California
23 without regard to conflicts of law principles thereof, to the extent that federal law
24 does not apply.

25 52. This Stipulation shall not be construed more strictly against one party
26 than another merely by virtue of the fact that it, or any part of it, may have been
27 prepared by counsel for one of the Parties, it being recognized that this Stipulation
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1 is the result of arm's-length negotiations between the Parties and all Parties have
2 contributed substantially and materially to the preparation of this Stipulation.

3 53. The undersigned signatories represent that they have authority from
4 their respective client(s) to execute this Stipulation and any of the exhibits hereto,
5 or any related settlement documents.

6 54. The Parties agree to cooperate fully with one another in seeking Court
7 approval of the Preliminary Approval Order, the Stipulation and the Settlement, and
8 to agree promptly upon and execute all such other documentation as may
9 reasonably be required to obtain final approval by the Court of the Settlement.

10 55. Within 10 days of the submission of the Stipulation to the Court,
11 Defendants shall serve CAFA Notice on the State and Federal officials as required
12 by 28 U.S.C. section 1715(b). Defendants shall bear the costs associated with
13 serving the CAFA Notice, and these costs shall not be paid from the Settlement
14 Fund.

15 56. The Parties and their counsel agree that they will refrain from
16 disparaging the Settlement or each other with respect to the Action in any press
17 releases or statements to the media, or in any other communications.

18

19 DATED: January 17, 2014

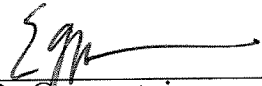
Respectfully submitted,

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KESSLER TOPAZ
MELTZER & CHECK, LLP

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22



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Stacey M. Kaplan
Paul A. Breucop
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*Lead Counsel for Lead Plaintiff
and the Class*

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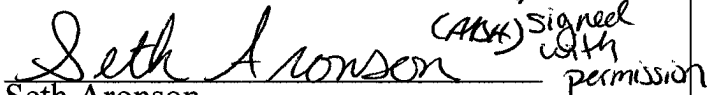
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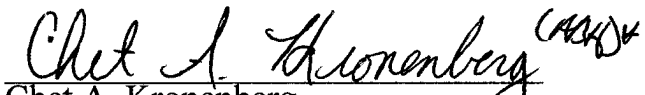
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*Attorneys for Defendants
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(Americas) Inc.*

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PROOF OF SERVICE

I hereby certify that on January 17, 2014, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 17, 2014.

/s/ Stacey M. Kaplan _____
STACEY M. KAPLAN

Mailing Information for a Case 2:10-cv-06352-MMM-JCG Anthony Andrade v. American Apparel, Inc. et al

Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

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