

JS-6

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

LEON D. MILBECK, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

TRUECAR, INC., *et al.*,

Defendants.

No. 2:18-cv-02612-SVW-AGR
**FINAL JUDGMENT
AND ORDER OF DISMISSAL**

WHEREAS, a securities class action is pending in this Court entitled *Leon D. Milbeck vs. Truecar, Inc., et al.*, Case No. 2:18-cv-02612-SVW-AGR (C.D. Cal.) (the “Action”);

WHEREAS, by order dated June 27, 2018, this Court appointed Oklahoma Police Pension and Retirement Fund as Lead Plaintiff and Saxena White P.A. as Lead Counsel;

WHEREAS, on August 24, 2018, Lead Plaintiff filed its Amended Complaint (ECF No. 47), and on February 19, 2019, Defendants filed their Answer ECF No. 94;

1 WHEREAS, by orders dated May 9, 2019 and May 24, 2019, this Court
2 certified this Action to proceed as a class action on behalf of all persons or entities
3 who purchased or otherwise acquired (1) the publicly traded common stock of
4 TrueCar, Inc. from February 16, 2017 through November 6, 2017, or (2) the common
5 stock of TrueCar pursuant and/or traceable to the secondary offering of TrueCar
6 common stock conducted on or about April 26, 2017 and were damaged thereby (the
7 “Class” or the “Settlement Class”);¹

8 WHEREAS, (i) Lead Plaintiff, on behalf of itself and each of the Settlement
9 Class Members, and (ii) Defendants TrueCar, Inc. (“TrueCar”), Victor “Chip” Perry,
10 Michael Guthrie, John Pierantoni, Abhishek Agrawal, Robert Bruce, Christopher
11 Claus, Steven Dietz, John Krafcik, Erin Lantz, Wesley Nichols, and Ion
12 Yadigaroglu, have entered into a Stipulation and Agreement Of Settlement dated
13 August 2, 2019 (the “Stipulation”) that provides for a complete dismissal with
14 prejudice of the claims asserted against Defendant Releasees on the terms and
15 conditions set forth in the Stipulation, subject to the approval of this Court (the
16 “Settlement”);

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

19 WHEREAS, by Order dated October 15, 2019 (the “Preliminary Approval
20 Order”), this Court: (a) preliminarily approved the Settlement; (b) ordered that notice
21 of the proposed Settlement be provided to potential Settlement Class Members;
22 (c) provided Settlement Class Members with the opportunity either to exclude
23 themselves from the Settlement Class or to object to the proposed Settlement; and
24 (d) scheduled a hearing regarding final approval of the Settlement;

25 _____
26 ¹ Excluded from the Settlement Class are Defendants, the Officers and Directors of
27 TrueCar at all relevant times, and all such excluded persons’ Immediate Family
28 members, legal representatives, heirs, agents, affiliates, predecessors, successors and
assigns, and any entity in which any excluded person has or had a controlling
interest. Also excluded from the Settlement Class is the person listed on Exhibit I
hereto, who is excluded from the Settlement Class pursuant to his valid request.

1 WHEREAS, due and adequate notice has been given to the Settlement Class;
2 WHEREAS, the Court conducted a hearing on January 27, 2020 (the
3 “Settlement Hearing”) to consider, among other things, (a) whether the terms and
4 conditions of the Settlement are fair, reasonable and adequate to the Settlement
5 Class, and should therefore be approved; and (b) whether a judgment should be
6 entered dismissing the Action with prejudice as against the Defendant Releasees;
7 and

8 WHEREAS, the Court having reviewed and considered the Stipulation, all
9 papers filed and proceedings held herein in connection with the Settlement, all oral
10 and written comments received regarding the Settlement, and the record in the
11 Action, and good cause appearing therefore;

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

13 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the
14 Action, and all matters relating to the Settlement, as well as personal jurisdiction
15 over all of the Parties and each of the Settlement Class Members.

16 2. **Incorporation of Settlement Documents** – This Judgment
17 incorporates and makes a part hereof: (a) the Stipulation; and (b) the Notice and the
18 Summary Notice, both of which were previously filed with the Court.

19 3. **Settlement Notice** – The Court finds that the dissemination of the
20 Notice and the publication of the Summary Notice: (a) were implemented in
21 accordance with the Preliminary Approval Order; (b) constituted the best notice
22 practicable under the circumstances; (c) constituted notice that was reasonably
23 calculated, under the circumstances, to apprise Settlement Class Members of (i) the
24 pendency of the Action; (ii) the effect of the proposed Settlement (including the
25 Releases to be provided thereunder); (iii) Lead Counsel’s motion for an award of
26 attorneys’ fees and reimbursement of Litigation Expenses; (iv) their right to object
27 to any aspect of the Settlement, the Plan of Allocation and/or Lead Counsel’s motion
28 for attorneys’ fees and reimbursement of Litigation Expenses; (v) their right to

1 exclude themselves from the Settlement Class; and (vi) their right to appear at the
2 Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all persons
3 and entities entitled to receive notice of the proposed Settlement; and (e) satisfied
4 the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United
5 States Constitution (including the Due Process Clause), the Private Securities
6 Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other
7 applicable law and rules.

8 4. **Final Settlement Approval and Dismissal of Claims** – Pursuant to,
9 and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court
10 hereby fully and finally approves the Settlement set forth in the Stipulation in all
11 respects (including, without limitation: the amount of the Settlement; the Releases
12 provided for therein; and the dismissal with prejudice of the claims asserted against
13 the Defendant Releasees), and finds that the Settlement is, in all respects, fair,
14 reasonable and adequate to the Settlement Class. The Parties are directed to
15 implement, perform and consummate the Settlement in accordance with the terms
16 and provisions contained in the Stipulation.

17 5. The Action and all of the claims asserted against the Defendant
18 Releasees by Lead Plaintiff and the other Settlement Class Members are hereby
19 dismissed with prejudice. The Parties and the D&O Insurers shall bear their own
20 costs and expenses, except as otherwise expressly provided for in the Stipulation.

21 6. **Binding Effect** – The terms of the Stipulation and of this Judgment
22 shall be forever binding on Defendants, Lead Plaintiff and all other Settlement Class
23 Members (regardless of whether or not any individual Settlement Class Member
24 submits a Claim Form or seeks or obtains a distribution from the Net Settlement
25 Fund), as well as their respective successors and assigns. The person listed on
26 Exhibit 1 hereto is excluded from the Class pursuant to request and is not bound by
27 the terms of the Stipulation or this Judgment.

28

1 7. **Releases** – The Releases set forth in Section IV, Paragraph 5 of the
2 Stipulation, together with the definitions contained in Section IV, Paragraph 1 of the
3 Stipulation relating thereto, are expressly incorporated herein in all respects. The
4 Releases are effective as of the Effective Date. Accordingly, this Court orders that:

5 (a) Without further action by anyone, and subject to paragraph 9
6 below, upon the Effective Date of the Settlement, Lead Plaintiff and each of the other
7 Settlement Class Members, on behalf of themselves, and their respective heirs,
8 executors, administrators, predecessors, successors, and assigns, in their capacities
9 as such, shall be deemed to have, and by operation of the Stipulation, of law, and of
10 this Judgment shall have, fully, finally, and forever compromised, settled, released,
11 resolved, relinquished, waived and discharged each and every Released Plaintiffs’
12 Claim against the Defendant Releasees, and shall forever be barred and enjoined
13 from prosecuting any or all of the Released Plaintiffs’ Claims against any of the
14 Defendant Releasees. This Release shall not apply to any of the Excluded Claims
15 (as that terms is defined in paragraph 1.18 of the Stipulation).

16 (b) Without further action by anyone, and subject to paragraph 11
17 below, upon the Effective Date of the Settlement, Defendants, on behalf of
18 themselves, and their respective heirs, executors, administrators, predecessors,
19 successors, and assigns, in their capacities as such, shall be deemed to have, and by
20 operation of the Stipulation, of law, and of the Judgment shall have, fully, finally,
21 and forever compromised, settled, released, resolved, relinquished, waived, and
22 discharged each and every Released Defendants’ Claim against the Plaintiff
23 Releasees, and shall forever be barred and enjoined from prosecuting any or all of
24 the Released Defendants’ Claims against any of the Plaintiff Releasees. This
25 Release shall not apply to any person listed on Exhibit 1 hereto.

26 8. Upon the Effective Date, to the extent allowed by law, the Stipulation
27 shall operate conclusively as an estoppel and full defense in the event, and to the
28 extent, of any claim, demand, action, or proceeding brought by Plaintiff or a

1 Settlement Class Member against any of the Defendant Releasees with respect to
2 any Released Plaintiffs' Claims, or brought by a Defendant against any of the
3 Plaintiff Releasees with respect to any Released Defendants' Claim.

4 9. Notwithstanding paragraphs 7 through 8 above, nothing in this
5 Judgment shall bar any action by any of the Parties to enforce or effectuate the terms
6 of the Stipulation or this Judgment.

7 10. **Rule 11 Findings** – The Court finds and concludes that the Parties and
8 their respective counsel have complied in all respects with the requirements of
9 Rule 11 of the Federal Rules of Civil Procedure in connection with the institution,
10 prosecution, defense, and settlement of the Action.

11 11. **No Admissions** – Neither this Judgment, the Stipulation (whether or
12 not consummated), including the exhibits thereto and the Plan of Allocation
13 contained therein (or any other plan of allocation that may be approved by the Court),
14 the negotiations leading to the execution of the Stipulation, nor any proceedings
15 taken pursuant to or in connection with the Stipulation and/or approval of the
16 Settlement (including any arguments proffered in connection therewith):

17 (a) shall be offered against any of the Defendant Releasees as
18 evidence of, or construed as, or deemed to be evidence of any presumption,
19 concession, or admission by any of the Defendant Releasees with respect to the truth
20 of any fact alleged by Lead Plaintiff or the validity of any claim that was or could
21 have been asserted or the deficiency of any defense that has been or could have been
22 asserted in this Action or in any other litigation, of any liability, negligence, fault, or
23 other wrongdoing of any kind of any of the Defendant Releasees, or any damages
24 suffered by Plaintiff or the Settlement Class, or in any way referred to for any other
25 reason as against any of the Defendant Releasees, in any civil, criminal or
26 administrative action or proceeding (including any arbitration), other than such
27 proceedings as may be necessary to effectuate the provisions of the Stipulation;

28

1 (b) shall be offered against any of the Plaintiff Releasees, as
2 evidence of, or construed as, or deemed to be evidence of any presumption,
3 concession or admission by any of the Plaintiff Releasees that any of their claims are
4 without merit, that any of the Defendant Releasees had meritorious defenses, or that
5 damages recoverable under the Complaint would not have exceeded the Settlement
6 Amount or with respect to any liability, negligence, fault or wrongdoing of any kind,
7 or in any way referred to for any other reason as against any of the Plaintiff
8 Releasees, in any civil, criminal or administrative action or proceeding (including
9 any arbitration), other than such proceedings as may be necessary to effectuate the
10 provisions of the Stipulation; or

11 (c) shall be construed against any of the Defendant Releasees as an
12 admission, concession, or presumption that the consideration to be given under the
13 Settlement represents the amount which could be or would have been recovered after
14 trial; provided, however, that the Parties and the Defendant Releasees and their
15 respective counsel may refer to this Judgment and the Stipulation to effectuate the
16 protections from liability granted hereunder and thereunder or otherwise to enforce
17 the terms of the Settlement.

18 12. **Retention of Jurisdiction** – Without affecting the finality of this
19 Judgment in any way, this Court retains continuing and exclusive jurisdiction over:
20 (a) the Parties for purposes of the administration, interpretation, implementation and
21 enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any
22 motion for an award of attorneys’ fees and/or Litigation Expenses by Lead Counsel
23 in the Action that will be paid from the Settlement Fund; (d) any motion to approve
24 the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and
25 (f) the Class Members for all matters relating to the Action.

26 13. Separate orders shall be entered regarding approval of a plan of
27 allocation and the motion of Lead Counsel for an award of attorneys’ fees and
28 reimbursement of Litigation Expenses. Such orders shall in no way affect or delay


1 the finality of this Judgment and shall not affect or delay the Effective Date of the
2 Settlement.

3 14. **Modification of the Agreement of Settlement** – Without further
4 approval from the Court, the Parties are hereby authorized to agree to and adopt such
5 amendments or modifications of the Stipulation or any exhibits attached thereto to
6 effectuate the Settlement that are approved of in writing by all the Parties acting by
7 and through their respective counsel of record in the Action so long as they: (a) are
8 not materially inconsistent with this Judgment; and (b) do not materially limit the
9 rights of Settlement Class Members in connection with the Settlement. Without
10 further order of the Court, Lead Plaintiff and Defendants may agree to reasonable
11 extensions of time to carry out any provisions of the Settlement.

12 15. **Termination of Settlement** – If the Settlement is terminated as
13 provided in the Stipulation or the Effective Date of the Settlement otherwise fails to
14 occur, this Judgment shall be vacated, rendered null and void and be of no further
15 force and effect, except as otherwise provided by the Stipulation, and this Judgment
16 shall be without prejudice to the rights of Lead Plaintiff, the other Class Members
17 and the Defendant Releasees, and the Parties shall revert to their respective positions
18 in the Action as of August 2, 2019, as provided in the Stipulation.

19 16. **Entry of Final Judgment** – There is no just reason to delay the entry
20 of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the
21 Court is expressly directed to immediately enter this final judgment in this Action.

22 SO ORDERED this 26th day of May, 2020.

23
24 

25 The Honorable Stephen V. Wilson
26 United States District Judge

27 Copies:
28 Counsel of record

Exhibit 1

Chih Hao Alan Yu

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28