



COHEN MILSTEIN

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December 18, 2015

**BY FACSIMILE AND FILED BY ECF**

The Honorable John G. Koeltl  
United States District Court  
Southern District of New York  
500 Pearl Street  
New York, New York 10007

Re: ***Plumbers & Pipefitters Nat'l Pension Fund v. Orthofix Int'l N.V., et al.,  
No. 13 Civ. 5696 (JGK)***

Dear Judge Koeltl:

I write on behalf of Lead Plaintiff Plumbers and Pipefitters National Pension Fund and with the consent of all Defendants. In accordance with the Court's comments at yesterday's hearing, the Settling Parties have conferred and have agreed to the following amendments to the Settlement and certain related exhibits, subject to approval by the Court. All initial capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Stipulation and Agreement of Settlement dated as of December 7, 2015.

**Amendment to Paragraph 20 of the Notice (Exhibit 1 to Exhibit A of the Settlement)**

Paragraph 20 is hereby amended by including the following sentence at the end of the existing paragraph:

On the other hand, it is possible that if Lead Plaintiff pursued its claims, the Class could obtain more than the Settlement Amount.

**Amendment to Paragraph 46 of the Settlement and Paragraph 14 of the Judgment (Exhibit B to the Settlement)**

Paragraph 46 of the Settlement is hereby amended as follows:

(a) to strike in its entirety the following provision:



The Honorable John G. Koeltl  
December 18, 2015  
Page 2

(ii) by Defendants against any person or entity, other than a person or entity whose liability to the Class and each Class Member has been extinguished by this Settlement (other than any of the Defendants).

(b) to substitute for the above-struck provision the following provision:

(ii) by Defendants against any person or entity, other than a person or entity whose liability to the Class and each Class Member has been extinguished by this Settlement. For purposes of clarification, the following clause in the immediately preceding sentence, "other than a person or entity whose liability to the Class and each Class Member has been extinguished by this Settlement," shall neither be deemed nor interpreted to include any or all of the Defendants.

Paragraph 14 of the Judgment is hereby amended as follows:

(a) to strike in its entirety the following provision:

(ii) by Defendants against any person or entity, other than a person or entity whose liability to the Class and each Class Member has been extinguished by the Settlement (other than any of the Defendants)

(b) to substitute for the above-struck provision the following provision:

(ii) by Defendants against any person or entity, other than a person or entity whose liability to the Class and each Class Member has been extinguished by the Settlement. For purposes of clarification, the following clause in the immediately preceding sentence, "other than a person or entity whose liability to the Class and each Class Member has been extinguished by the Settlement," shall neither be deemed nor interpreted to include any or all of the Defendants.

The Settling Parties agree that this writing constitutes an amendment to the Settlement in accordance with Paragraph 54 of that document. If approved by the Court, the Settling Parties will make the above-identified amendment to the Notice when distributed and to the Judgment when filed in support of final approval of the proposed Settlement. In addition, the Settling Parties have agreed, consistent with paragraph 48 of the Settlement, to publicly file with the Court the Supplemental Agreement, with the percentage threshold set forth in paragraph 2 of the Supplemental Agreement redacted, as approved by the Court at the hearing. That filing is being made today.

We are, of course, available to discuss any aspect of these amendments at the Court's convenience.



The Honorable John G. Koeltl  
December 18, 2015  
Page 3

Respectfully yours,

A handwritten signature in black ink, consisting of a series of fluid, connected strokes.

Daniel S. Sommers

cc: Counsel for Defendants (by ECF)

Acknowledged and agreed to:

**HOGAN LOVELLS US LLP**

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*Attorneys for Orthofix International N.V.*

**PAUL HASTINGS LLP**

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The Honorable John G. Koeltl  
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Page 3

Respectfully yours,

Daniel S. Sommers

cc: Counsel for Defendants (by ECF)

Acknowledged and agreed to:

**HOGAN LOVELLS US LLP**

A handwritten signature in cursive script, appearing to read "David Wertheimer", written over a horizontal line.

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Page 3

Respectfully yours,

Daniel S. Sommers

cc: Counsel for Defendants (by ECF)

Acknowledged and agreed to:

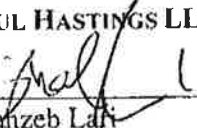
**HOGAN LOVELLS US LLP**

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Respectfully yours,

Daniel S. Sommers

cc: Counsel for Defendants (by ECF)

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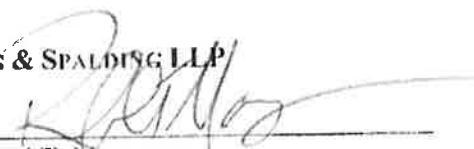
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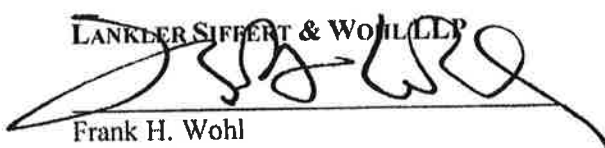


The Honorable John G. Koeltl  
December 18, 2015  
Page 4

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