

The Honorable James L. Robart

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In re DENDREON CORPORATION CLASS  
ACTION LITIGATION

MASTER DOCKET NO. C11-01291JLR

(Consolidated with Nos. C11-1294JLR and  
C11-1568JLR)

This Document Relates To:

**CLASS ACTION**

ALL ACTIONS

**[PROPOSED] ORDER APPROVING  
DISTRIBUTION PLAN**

*JLR*

[PROPOSED] ORDER APPROVING  
DISTRIBUTION PLAN  
Master Docket No. C11-01291JLR

**BERNSTEIN LITOWITZ  
BERGER & GROSSMANN LLP**  
12481 HIGH BLUFF DRIVE, SUITE 300  
SAN DIEGO, CA 92130  
TELEPHONE: (858) 793-0070  
FACSIMILE: (858)-793-0323

1       Lead Plaintiff, on notice to Defendants' Counsel, moved this Court for an order  
2 approving a distribution plan for the Net Settlement Fund in the above-captioned class action  
3 (the "Action"), and the Court having considered all the materials and arguments submitted in  
4 support of the motion, including the Declaration of Jennifer M. Keough in Support of Lead  
5 Plaintiff's Motion for Approval of Distribution Plan (the "Keough Declaration") and Lead  
6 Plaintiff's Notice of Motion and Motion for Approval of Distribution Plan and Memorandum  
7 of Points and Authorities in Support Thereof.

8       NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

9       1.     This Order incorporates by reference the definitions in the Stipulation of  
10 Settlement dated as of April 24, 2013 (ECF No. 97) (the "Stipulation") and the Keough  
11 Declaration and all terms used herein shall have the same meanings as set forth in the  
12 Stipulation or in the Keough Declaration.

13       2.     This Court has jurisdiction over the subject matter of the Action and over all  
14 parties to the Action, including all Class Members.

15       3.     Lead Plaintiff's plan for distribution of the Net Settlement Fund to Authorized  
16 Claimants is APPROVED. Accordingly,

17       (a) The administrative recommendations of the Court-approved Claims  
18 Administrator, The Garden City Group, Inc. ("GCG"), to accept the Timely  
19 Eligible Claims set forth in Exhibit B-1 to the Keough Declaration and the Late,  
20 But Otherwise Eligible, Claims set forth in Exhibit B-2 to the Keough  
21 Declaration, are adopted;

22       (b) The Claims Administrator's administrative recommendations to reject wholly  
23 ineligible Claims, as set forth in Exhibit B-3 to the Keough Declaration, are  
24 adopted;

25       (c) GCG is directed to distribute 100% of the available balance of the Net  
26 Settlement Fund, after deducting the payments previously allowed and approved

1           herein, and after deducting payment of any estimated taxes, the costs of  
2           preparing appropriate tax returns, and any escrow fees, to the Authorized  
3           Claimants whose *pro rata* share of the Net Settlement Fund, as set forth in the  
4           Court-approved Plan of Allocation, is at least \$10.00, as further detailed in  
5           paragraphs 34 and 36.a. of the Keough Declaration (the "Initial Distribution");

6           (d) In order to encourage Authorized Claimants to promptly cash their payments,  
7           all Initial Distribution checks shall bear the following notation: "CASH  
8           PROMPTLY, VOID AND SUBJECT TO RE-DISTRIBUTION IF NOT  
9           CASHED 90 DAYS AFTER ISSUE DATE." Lead Counsel and GCG are  
10          authorized to take appropriate action to locate and/or contact any Authorized  
11          Claimant who has not cashed his, her, or its check within said time as detailed  
12          in footnote 3 of the Keough Declaration;

13          (e) Authorized Claimants who do not negotiate their Initial Distribution checks  
14          within the time allotted or on the conditions set forth in footnote 3 of the  
15          Keough Declaration shall irrevocably forfeit all recovery from the Settlement,  
16          and the funds allocated to all such stale-dated checks shall be available to be  
17          distributed to other Authorized Claimants in the Second Distribution. Similarly,  
18          Authorized Claimants who do not negotiate subsequent distributions within the  
19          time allotted or on the conditions set forth in footnote 3 of the Keough  
20          Declaration will irrevocably forfeit any further recovery from the Net  
21          Settlement Fund;

22          (f) After GCG has made reasonable and diligent efforts to have Authorized  
23          Claimants cash their Initial Distribution checks (as set forth in footnote 3 of the  
24          Keough Declaration), but no earlier than one (1) year after the Initial  
25          Distribution, GCG shall conduct a second distribution of the Net Settlement  
26          Fund (the "Second Distribution"), pursuant to which any amounts remaining in

1 the Net Settlement Fund after the Initial Distribution, after deducting GCG's  
2 fees and expenses incurred in connection with administering the Settlement for  
3 which it has not yet been paid (including the estimated costs of such Second  
4 Distribution), and after the payment of any estimated taxes, the costs of  
5 preparing appropriate tax returns, and any escrow fees, shall be redistributed to  
6 all Authorized Claimants from the Initial Distribution who (1) cashed their  
7 distribution payment and (2) are entitled to at least \$10.00 from the  
8 redistribution based on their *pro rata* share of the remaining funds;

9 (g) In order to allow a final distribution of any funds remaining in the Net  
10 Settlement Fund after completion of the Second Distribution, whether by reason  
11 of returned funds, tax refunds, interest, uncashed checks, or otherwise:

12 (1) If cost effective, not less than six (6) months after the Second  
13 Distribution is conducted, GCG shall conduct a further distribution of  
14 the Net Settlement Fund, pursuant to which all funds remaining in the  
15 Net Settlement Fund, after deducting GCG's unpaid fees and expenses  
16 incurred or to be incurred in connection with administering the Net  
17 Settlement Fund (including the estimated costs of such distribution), and  
18 after the payment of any estimated taxes, the costs of preparing  
19 appropriate tax returns, and any escrow fees, shall be distributed to  
20 Authorized Claimants who cashed their most recent distribution checks  
21 and who would receive at least \$10.00 in such further distribution.  
22 Additional redistributions, after deduction of costs and expenses as  
23 described above and subject to the same conditions, may occur  
24 thereafter in six-month intervals until Lead Counsel, in consultation with  
25 GCG, determines that further redistribution is not cost-effective.  
26

1                   (2) At such time as Lead Counsel, in consultation with GCG,  
2                   determines that further redistribution of the funds remaining in the Net  
3                   Settlement Fund is not cost-effective, any otherwise valid Claims  
4                   received after June 18, 2014, or adjusted after June 18, 2014, will be  
5                   paid in accordance with subparagraph (h) below. If any funds shall  
6                   remain in the Net Settlement Fund after payment of such late or late  
7                   adjusted Claims, the remaining balance of the Net Settlement Fund, after  
8                   payment of any unpaid fees or expenses incurred in connection with  
9                   administering the Net Settlement Fund and after the payment of any  
10                  estimated taxes, the costs of preparing appropriate tax returns, and any  
11                  escrow fees, shall be donated to an appropriate 503(c) charity proposed  
12                  by Lead Plaintiff subject to approval by the Court.

13               (h) No further Claims may be accepted after June 18, 2014, and no further  
14               adjustments to Claims may be made for any reason after June 18, 2014, subject  
15               to the following exception. If Claims are received or modified after that date  
16               that would have been eligible for payment or additional payment under the  
17               Court-approved Plan of Allocation if they had been timely received, then, at the  
18               time that Lead Counsel, in consultation with GCG, determines that a  
19               redistribution is not cost effective as provided in subparagraph (g)(2) above,  
20               such Claimants, at the discretion of Lead Counsel, may be paid the distribution  
21               amounts or additional distribution amounts on a *pro rata* basis, to the extent  
22               funds are available, that would bring them into parity with other Authorized  
23               Claimants who have cashed all their prior distribution checks;

24               (i) All persons involved in the review, verification, calculation, tabulation, or any  
25               other aspect of the processing of the Proofs of Claim submitted herein, or  
26               otherwise involved in the administration or taxation of the Settlement Fund or

1 the Net Settlement Fund, are hereby released and discharged from any and all  
2 claims arising out of such involvement, and all Class Members, whether or not  
3 they receive payment from the Net Settlement Fund, are hereby barred from  
4 making any further claims against the Net Settlement Fund, Lead Plaintiff, Lead  
5 Counsel, the Claims Administrator, the Escrow Agent or any other agent  
6 retained by Lead Plaintiff or Lead Counsel in connection with the  
7 administration or taxation of the Settlement Fund or the Net Settlement Fund  
8 beyond the amount allocated to Authorized Claimants;

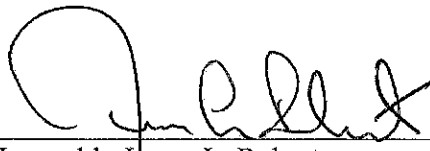
9 (j) All of GCG's fees and expenses incurred in connection with the administration  
10 of the Settlement and estimated to be incurred in connection with the Initial  
11 Distribution as set forth in Exhibit C to the Keough Declaration are approved,  
12 and Lead Counsel is authorized to direct payment of \$745,713.06 out of the  
13 Settlement Fund to GCG for these fees and expenses; and

14 (k) Unless otherwise ordered by the Court, one year after the Second Distribution,  
15 GCG shall destroy the paper copies of the Proofs of Claim and all supporting  
16 documentation, and one year after all funds have been distributed, GCG shall  
17 destroy electronic copies of the same.

18 4. This Court retains jurisdiction to consider any further applications concerning  
19 the administration of the Settlement, and such other and further relief as this Court deems  
20 appropriate.

21 IT IS SO ORDERED.

22  
23 DATED: July 11, 2014

24  
25   
26 Honorable James L. Robart  
United States District Judge