

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

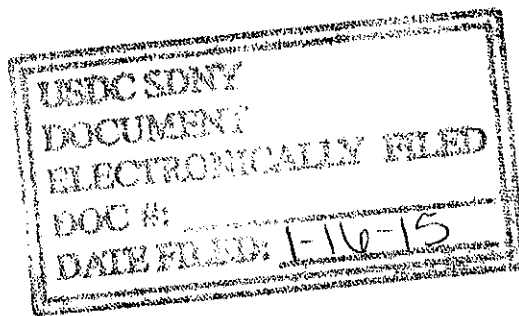
JAMES J. HAYES, Individually and on Behalf of
All Others Similarly Situated,

Plaintiff,

v.

HARMONY GOLD MINING COMPANY
LIMITED,

Defendant.



Case No. 1:08 Civ. 03653

ORDER APPROVING DISTRIBUTION OF SETTLEMENT FUND

WHEREAS, the Court approved the Settlement in this Action as fair, adequate and reasonable by Orders dated November 14, 2011 and December 2, 2011; and

WHEREAS, the United States Court of Appeals for the Second Circuit has affirmed the fairness, adequacy and reasonableness of the Settlement in two separate appeals; and

WHEREAS, the United States Supreme Court has denied two separate petitions for writs of *certiorari* seeking review of the Settlement; and

WHEREAS, a Motion for Distribution of Net Settlement Fund is currently pending, supported by the Affidavit of Stephen J. Cirami in Support and ripe for consideration;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The administrative recommendations of the Garden City Group, Inc. ("GCG"), the Court-appointed Claims Administrator, to accept Claims, as set forth in Exhibits C-1 and C-2 to the Cirami Affidavit, are APPROVED, and the distribution of the Net Settlement Fund to the Authorized Claimants is AUTHORIZED;

2. Wholly ineligible or otherwise deficient or disputed Claims, as set forth in Exhibits B-1, B-2, and C-3 to the Cirami Affidavit are REJECTED;
3. GCG is directed to conduct an immediate distribution (the "Initial Distribution") in accordance with the procedures set forth in the Cirami Affidavit;
4. All distribution drafts shall bear the following notation: "CASH PROMPTLY, VOID AND SUBJECT TO RE-DISTRIBUTION IF NOT CASHED WITHIN 90 DAYS AFTER ISSUE DATE";
5. Authorized Claimants who do not cash their distribution checks within the time allotted irrevocably forfeit all recovery from the Settlement and therefore, funds allocated to all such stale-dated checks will be available in a re-distribution to other Authorized Claimants;
6. In order to allow a final distribution of any balance that may remain in the Settlement Fund after the distribution, whether by reason of returned funds, tax refunds, interest, uncashed drafts, or otherwise, the following plan is ordered:
 - a. If any funds remain in the Net Settlement Fund by reason of uncashed checks or otherwise, then, after GCG has made reasonable and diligent efforts to have Authorized Claimants who are entitled to participate in the Distribution of the Net Settlement Fund cash their Distribution checks, a balance greater than 2% of the Cash Settlement Amount remains in the Net Settlement Fund six (6) months after the initial distribution, shall be redistributed, if feasible and economical, among Authorized Claimants who have cashed their checks and who would receive at least \$10.00 from such re-distribution; and
 - b. If after four (4) months after such re-distribution (whether any re-distribution was necessary) any funds shall remain in the Net Settlement Fund, then such

Set

balance shall be donated to a secular non-profit organization(s) qualifying under Internal Revenue Code § 501(c) as designated by Class Counsel,

with the prior approval of the Court

7. The administration of the Settlement and the proposed distribution of the Net Settlement Fund comply with the terms of the Stipulation and Agreement of Settlement and the Plan of Allocation and, therefore, all persons involved in the review, verification, calculation, tabulation, or any other aspect of the processing of the claims submitted herein, or otherwise involved in the administration or taxation of the Settlement Fund or the Net Settlement Fund, are released and discharged from any and all claims arising out of such involvement, and all Class Members, whether or not they received or are to receive payment from the Net Settlement Fund, are barred from making any further claims against the Net Settlement Fund or Class Counsel, Class Representative, the Claims Administrator, the escrow agent or any other agent retained by Class Representative or Class Counsel, and are bound by all of the terms of the Stipulation and Agreement of Settlement, including the terms of the Order and Final Judgment, and will be barred from bringing any action against the Released Parties concerning the Released Claims, in connection with the administration of the Settlement or the Net Settlement Fund beyond the amount allocated to such Authorized Claimants;

8. Claims received after December 15, 2014 are barred from eligibility in the Distribution of the Net Settlement Fund;

9. Payment of \$139,440.08 shall be made out of the Net Settlement Fund to GCG for the balance of its fees and expenses incurred to date in connection with the administration of the Settlement and expected to be incurred through the initial distribution of the Net Settlement Fund;

10. Payment of \$4,781.36 shall be made out of the Net Settlement Fund to Class Counsel for reimbursement of expenses incurred in connection with defending the frivolous appeals arising from the Settlement in this Action, and in connection with maintenance of the Settlement website for the Certified Class, as set forth in the White Decl.;

11. GCG is authorized to destroy the paper copies of the Claim Forms one year after the distribution of the Net Settlement Fund, and to destroy electronic copies of claim records three years after the distribution of the Net Settlement Fund; and

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

Dated: January 8, 2015

SO ORDERED:

Loretta A. Presley
UNITED STATES DISTRICT JUDGE