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IN THE UNITED STATES DISTRICT COURT

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FOR THE DISTRICT OF ARIZONA

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In re: Amkor Technology Inc. )  
Securities Litigation )

No. 07-CV-278-PHX-PGR

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This Document Relates to All Actions. )

**ORDER PRELIMINARILY  
APPROVING SETTLEMENT**

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On May 20, 2009, Co-Lead Plaintiffs State-Boston Retirement System, Scott Bishins, Westmoreland County Employees Retirement System and City of Wilkes Barre (collectively, the "Plaintiffs"), and additional class representatives Albert Hendricks and Glennon Zelch (together with Plaintiffs, the "Class Representatives"), on behalf of the Class (as herein defined), and defendants Amkor Technology, Inc. ("Amkor" or the "Company"), James J. Kim, Kenneth T. Joyce, Winston J. Churchill, Thomas D. George and John N. Boruch (collectively, the "Defendants" and, together with the Class Representatives, the "Parties") in the above-captioned class action (the "Action"), by and through their respective counsel, entered into a Stipulation and Agreement of Settlement (the "Stipulation") which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto, sets forth the terms and conditions for the proposed settlement of the claims alleged in the Second Amended and Consolidated Complaint for Violations of the Federal Securities Laws dated November 21, 2006 (the "Amended Complaint") on the merits and dismissal with prejudice as against Defendants; and

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WHEREAS, upon consent of the Parties, after review and consideration of the Stipulation filed with the Court and the exhibits annexed thereto, and after due deliberation,

1 IT IS HEREBY ORDERED that:

2 1. The Court, for purposes of this order (the "Preliminary Approval Order"),  
3 adopts all defined terms as set forth in the Stipulation.

4 2. The Court hereby certifies, for purposes of effectuating this Settlement only,  
5 a class pursuant to Federal Rule of Civil Procedure 23 consisting of all persons and entities  
6 who purchased the common stock of Amkor from July 26, 2001 to July 26, 2006, inclusive  
7 (the "Class"). Excluded from the Class are Defendants, the officers and directors of the  
8 Company, at all relevant times, members of their immediate families and their legal  
9 representatives, heirs, successors or assigns and any entity in which Defendants and/or any  
10 member of their immediate families have or had a controlling interest. Also excluded from  
11 the Class are those Persons who timely and validly request to be excluded from the Class  
12 pursuant to the Notice of Pendency of Class Action and Proposed Settlement, Motion for  
13 Attorneys' Fees and Expenses and Settlement Fairness Hearing (the "Notice") to be sent to  
14 the Class.

15 3. Pursuant to Federal Rule of Civil Procedure 23 and for purposes of settlement  
16 only, State-Boston Retirement System, Scott Bishins, Westmoreland County Employees  
17 Retirement System, City of Wilkes Barre, Albert Hendricks and Glennon Zelch are appointed  
18 as Class Representatives.

19 4. The Court expressly finds and concludes that the requirements of Federal Rules  
20 of Civil Procedure 23(a) and 23(b)(3) are satisfied as: the members of the Class are so  
21 numerous that joinder of all Class Members in the class action is impracticable; there are  
22 questions of law and fact common to the Class which predominate over any individual  
23 questions; the claims of the Class Representatives are typical of the claims of the Class; the  
24 Class Representatives and their counsel have fairly and adequately represented and protected  
25 the interests of all of the Class Members; and a class action is superior to other available  
26 methods for the fair and efficient adjudication of the controversy, considering: the interests

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1 of the members of the Class in individually controlling the prosecution of separate actions,  
2 the extent and nature of any litigation concerning the controversy already commenced by  
3 members of the Class, the desirability or undesirability of continuing the litigation of these  
4 claims in this particular forum, and the difficulties likely to be encountered in the  
5 management of the class action.

6 5. Co-Lead Counsel are authorized to act on behalf of the Class with respect to  
7 all acts required by, or which may be undertaken pursuant to, the Stipulation or such other  
8 acts that are reasonably necessary to consummate the proposed Settlement set forth in the  
9 Stipulation.

10 6. The Court preliminarily approves: (I) the Settlement of the Action as set forth  
11 in the Stipulation, and (ii) the proposed Plan of Allocation described in the Notice, subject  
12 to the right of any Class Member to challenge the fairness, reasonableness, and adequacy of  
13 the Stipulation or the proposed Plan of Allocation, and to show cause, if any exists, why a  
14 final judgment dismissing the Action based on the Stipulation should not be ordered herein  
15 after due and adequate notice to the Class has been given in conformity with this Order.

16 7. The Garden City Group, Inc. ("GCG") is hereby appointed as the Claims  
17 Administrator in connection with the Settlement to supervise and administer the notice and  
18 claims procedures as more fully set forth below:

19 a. GCG shall make reasonable efforts to identify all Persons who are  
20 members of the Class, including beneficial owners whose shares of Amkor common stock  
21 are held by banks, brokerage firms, or other nominees. Within fifteen (15) calendar days  
22 after the entry of this Order, GCG shall cause a copy of the Notice and the Proof of Claim  
23 and Release form ("Proof of Claim") to be mailed by first class mail, postage pre-paid, to all  
24 identifiable members of the Class, at their last known address appearing in the transfer  
25 records maintained by or on behalf of the Company (the "Notice Date").



1 e. to rule on Co-Lead Counsel's application for an award of attorneys' fees  
2 and the reimbursement of litigation expenses; and

3 f. to rule on such other matters as the Court may deem appropriate.

4 10. The Court reserves the right to adjourn the Settlement Fairness Hearing or any  
5 adjournment thereof, including the consideration of the application for attorneys' fees and  
6 reimbursement of expenses, without further notice of any kind to Class Members. The Court  
7 reserves the right to approve the Settlement at or after the Settlement Fairness Hearing with  
8 such modification as may be consented to by the Parties to the Stipulation and without further  
9 notice to the Class.

10 11. Pursuant to the Notice, nominees who held or hold Amkor common stock for  
11 the beneficial ownership of persons who purchased Amkor common stock during the Class  
12 Period shall either: (I) send the Notice and Proof of Claim to such beneficial owners of such  
13 Amkor common stock by first class mail within ten (10) calendar days after receipt thereof;  
14 or (ii) send a list of the names and addresses of such beneficial owners to GCG within ten  
15 (10) calendar days of receipt thereof, in which event GCG shall promptly mail the Notice and  
16 Proof of Claim to such beneficial owners. GCG shall, if requested, reimburse banks,  
17 brokerage houses, or other nominees for their reasonable out-of-pocket expenses incurred in  
18 providing notice to beneficial owners who are Class Members, which expenses would not  
19 have been incurred except for the sending of such notice, subject to further order of this  
20 Court with respect to any dispute concerning such compensation. Co-Lead Counsel shall file  
21 with the Court and serve upon Defendants' Counsel no later than seven (7) days prior to the  
22 Settlement Fairness Hearing an affidavit or declaration describing the efforts taken to comply  
23 with this Order and stating that the mailings have been completed in accordance with the  
24 terms of this Order.

25 12. The form and content of the Notice, the Proof of Claim, and the Summary  
26 Notice, attached to the Stipulation as Exhibits A(1), A(2), and A(3), respectively, and the  
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and the Class:

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22 14. Any Person falling within the definition of the Class may, upon request, be  
23 excluded from the Class. Any such Person must submit to GCG a request for exclusion  
24 ("Request for Exclusion") at least twenty (20) calendar days prior to the date of the  
25 Settlement Fairness Hearing. A Request for Exclusion must state: (1) the name, address, and  
26 telephone number of the Person requesting exclusion; (2) the Person's purchases and sales  
27 of Amkor common stock made during the Class Period, including the dates and amounts of  
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1 Amkor common stock purchased or sold, and the price(s) paid or received for each such  
2 purchase or sale of Amkor common stock; and (3) the amount or number of shares of Amkor  
3 common stock held as of the beginning of the Class Period on July 26, 2001; and (4) that the  
4 Person wishes to be excluded from the Class. All Persons who submit valid and timely  
5 Requests for Exclusion in the manner set forth in this paragraph and the Notice shall have  
6 no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund,  
7 and shall not be bound by the Stipulation or the Judgment.

8 15. Any Class Member who wishes to participate in the Settlement must submit  
9 a valid Proof of Claim to GCG in accordance with the instructions contained therein. Unless  
10 the Court orders otherwise, all Proofs of Claim must be postmarked not later than one  
11 hundred and twenty (120) calendar days following the Notice Date. To be valid, a Proof of  
12 Claim must: (I) be completed in a manner that permits GCG to determine the eligibility of  
13 the claim as set forth in the Proof of Claim; (ii) include the release by the claimant of all  
14 Released Parties as set forth in the Stipulation; and (iii) be signed with an affirmation that the  
15 information is true and correct. As part of the Proof of Claim, each Class Member shall  
16 submit to the jurisdiction of the Court with respect to the claim submitted, and shall (subject  
17 to the effectuation of the Settlement reflected in the Stipulation) agree and enter into the  
18 release as provided in the Stipulation. All Class Members who do not submit valid and  
19 timely Proofs of Claim shall be forever barred from receiving any payments from the Net  
20 Settlement Fund, but shall nevertheless be subject to and bound by the provisions of the  
21 Stipulation and the Final Order and Judgment, if entered, whether favorable or unfavorable  
22 and whether or not they submit a Proof of Claim, unless such Persons request exclusion from  
23 the Class in a timely and proper manner, as provided herein.

24 16. If this Settlement, including any amendment made in accordance with the  
25 Stipulation, is not approved by the Court or shall not become effective for any reason  
26 whatsoever, the Settlement (including any modification thereof) made with the consent of  
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1 the Parties as provided for in the Stipulation, and any actions taken or to be taken in  
2 connection therewith (including this Order and any judgment entered herein), shall be  
3 terminated and shall become void and of no further force and effect except as set forth in the  
4 Stipulation.

5 17. All proceedings in the Action, other than such proceedings as may be necessary  
6 to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until  
7 further order of this Court. Pending final determination of whether the Settlement should be  
8 approved, the Class Representatives and all members of the Class are barred and enjoined  
9 from commencing, prosecuting, continuing, or asserting any action or any claims against the  
10 Released Parties that are or relate in any way to the Released Claims as defined in the  
11 Stipulation.

12 18. The Stipulation and all negotiations, statements, and proceedings in connection  
13 herewith shall not, in any event, be construed or deemed to be evidence of an admission or  
14 concession on the part of the Class Representatives, any Defendant, any of the Released  
15 Parties, any member of the Class, or any other Person, of any liability or wrongdoing by  
16 them, or any of them, and shall not be offered or received in evidence in any action or  
17 proceeding (except an action to enforce the Stipulation and settlement contemplated hereby),  
18 or be used in any way as an admission, concession, or evidence of any liability or  
19 wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an  
20 admission or concession that the Class Representatives, any member of the Class, or any  
21 other Person, has or has not suffered any damage.

22 19. Any party making submissions to the Court in support of approval of the  
23 Settlement or the Plan of Allocation, or in support of Co-Lead Counsel's application for an  
24 award of attorneys' fees and reimbursement of expenses, shall file with the Court and serve  
25 such submission(s) no later than seven (7) calendar days before the date scheduled for the  
26 Settlement Fairness Hearing.

