STIPULATION AND AGREEMENT OF COMPROMISE, SETTLEMENT, AND RELEASE

The parties to the above-captioned consolidated civil action (the "Parties"), by and through their attorneys, have entered into the following Stipulation and Agreement of Compromise, Settlement, and Release ("Stipulation"), as follows:

I. RECITALS

WHEREAS, Virbac Corporation ("Virbac" or the "Company") is a Delaware corporation with its principal place of business in Fort Worth, Texas;

WHEREAS, in November 2003, the Company announced that it planned to restate its financials for the fiscal years 2001 and 2002, and the first two quarters of 2003. The announcement of the impending restatement was followed by the filing of two Actions in the United States District Court for the Northern District of Texas, Fort Worth Division:

Case No. 4:03-CV-01461-Y; Martine Williams, Individually and on behalf of all others similarly situated v. Virbac Corporation, Thomas L. Bell and Joseph A. Rougraff (the "Williams Litigation")

Case No. 4:04-CV-037-Y; John A. Otley, Individually and on behalf of all others similarly situated v. Virbac Corporation, Thomas L. Bell, Joseph A. Rougraff, and Pascal Boissy (the "Otley Litigation");
WHEREAS, the complaints challenge statements made in the Company’s SEC filings for the years 2001 and 2002 and the first two quarters of 2003 and in press releases and analyst conference calls discussing the Company’s earnings during the relevant time period;

WHEREAS, each of the actions was brought as an alleged class action on behalf of all persons who purchased or otherwise acquired Virbac common stock between May 3, 2001, and November 12, 2003, inclusive (the “Class Period”), excluding the defendants, officers and directors of the Company, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which any of the defendants have or had a controlling interest (the “Class”);

WHEREAS, on May 19, 2004, the Williams Litigation and the Otley Litigation were consolidated into one action (the “Action”);

WHEREAS, by order dated May 19, 2004, the Court appointed the law firms of Schiffrin & Barroway, LLP and Cohen, Milstein, Hausfeld & Toll, P.L.L.C. as co-lead counsel in the Action (“Co-Lead Counsel”), appointed the law firm of Claxton & Hill, PLLC as liaison counsel for the Class, and appointed William Buss and Martin and Audrey Margolis as the lead plaintiffs (“Lead Plaintiffs”) in the Action;

WHEREAS, the Court dismissed another related action in favor of the Action;

WHEREAS, during the course of the Action, the Parties began to discuss the possibility of settlement, and thereafter entered into arm’s length negotiations through mediation concerning the terms of a possible settlement;

WHEREAS, Lead Plaintiffs believe that the claims asserted in the Action have merit and that the evidence developed to date in the Action supports the claims asserted;
WHEREAS, Co-Lead Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action through trial and through appeals. Co-Lead Counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Co-Lead Counsel also are mindful of the inherent problems of proof and possible defenses to the violations asserted in the Action, including the defenses asserted by Defendants.

WHEREAS, Co-Lead Counsel have made a comprehensive and thorough investigation of the claims and allegations asserted in the Action, as well as the facts and circumstances relevant to the Action, through their independent investigation, their review of documents produced by Virbac, and through independent consultations with their own advisors and consultants regarding the Action;

WHEREAS, based on the discovery and independent investigation, Lead Plaintiffs have determined that settlement of the Action on the terms reflected herein is fair, reasonable, adequate, and in the best interests of the Class;

WHEREAS, Virbac, Virbac S.A., Thomas L. Bell (“Bell”), Joseph A. Rougraff (“Rougraff”), and Pascal Boissy (“Boissy”) (collectively, “Defendants”), recognizing the burden, expense and risk attendant to the continued litigation, concluded that it is desirable that the claims against them be compromised and settled; and

WHEREAS, Defendants have denied, and continue to deny, that they committed any violation of law or wrongdoing, and are entering into this Stipulation solely because the proposed settlement would eliminate the burden and expense of further litigation.

THEREFORE, the Parties agree as follows:
II. PRE-TRIAL PROCEEDINGS, INVESTIGATION, AND DISCOVERY

A. Discovery, Investigation and Research Conducted by Lead Plaintiffs

Co-Lead Counsel have conducted discovery and an investigation during the prosecution of the Action. This discovery and investigation has included, inter alia, (i) inspection of documents produced by Defendants; (ii) consultations with experts; (iii) review of Virbac's public filings, annual reports, press releases, and other public statements; (iv) interviews with former employees of Virbac and employees of Virbac's customers; and (v) research regarding the applicable law with respect to the claims asserted in the Action and the potential defenses thereto.

B. Pre-Trial Proceedings, Settlement Negotiations, and Mediation.

Lead Plaintiffs filed the Consolidated Amended Complaint on September 10, 2004. Beginning on December 10, 2004, Defendants filed motions to dismiss the Action. Lead Plaintiffs filed their opposition to Defendants' motions to dismiss on February 11, 2005, and Defendants filed their replies thereto on March 10 and 11, 2005. Thereafter, the Parties discussed the possibility of settlement and decided to continue their negotiations through a formal mediation process with an experienced mediator, Gary A. McGowan (the "Mediator"), in an effort to settle the Action.

On June 27, 2005, the Parties, through their respective counsel and representatives, participated in a mediation with the Mediator. Before the mediation, each side drafted an extensive and detailed mediation statement, which they submitted to the Mediator. During the mediation, the Parties and the Mediator discussed, among other things, the Parties' respective claims and defenses, expert damages analyses, legal analyses, the investigation and motion practice conducted, the discovery and motion practice expected to be conducted in the Action,
the evidence expected to be offered by the Parties at trial, and other important factual and legal issues and matters relating to the merits of the Action. The Parties ultimately agreed to a resolution for the Settlement embodied herein.

III. STIPULATIONS AND AGREEMENTS

NOW, THEREFORE, IT IS STIPULATED AND AGREED, subject to approval of the Court and the dismissal of the Action with prejudice, and pursuant to FED. R. CIV. P. 23, that for and in consideration of the payment of $3,125,000, Lead Plaintiffs and each member of the Class, on behalf of themselves, their heirs, executors, administrators, successors, and assigns, and any persons or entities they represent (the “Releasing Persons”), shall be deemed to have fully, finally and forever compromised, settled, extinguished, dismissed, discharged, and released the Action and any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or not suspected, disclosed or undisclosed, hidden or concealed, matured or not matured, that have been, could have been, or in the future could be asserted in the Action or in any court, tribunal, or proceeding (including, but not limited to, any claims arising under federal or state law relating to alleged fraud, breach of duty, or violations of the federal securities laws or otherwise) by or on behalf of any member of the Class, whether individual, class, legal, or equitable, against Defendants or any of their immediate families, parent entities, associates, affiliates or subsidiaries, and each and all of their respective past or present officers, directors, certificate holders, representatives, employees, employers, attorneys, financial or investment advisors, consultants, accountants, insurers, advisors or agents, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, predecessors, successors and assigns, and any of
their respective employees, agents, affiliates, or controlling persons (collectively, the "Released Persons"), that (i) have been asserted in this Action against any of the Released Persons, or (ii) could have been asserted in the Action or any other forum by the Class members or any of them against any of the Released Persons, which arise out of, are based upon, or relate in any way to the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Action, and are based upon or relate in any way to the purchase and/or acquisition of Virbac common stock during the Class Period (collectively, the "Released Claims"), with prejudice pursuant to the terms and conditions set forth herein; provided, however, that the Released Claims shall not include the right of any member of the Class, the Releasing Parties, or Released Persons to enforce the terms of this Stipulation or assert any claim derivatively on behalf of Virbac. It is the intention of the Parties to extinguish all Released Claims, and, consistent with such intention, the Class waives its rights, to the extent permitted by law, under Section 1542 of the California Civil Code or any other similar state law, federal law, or principle of common law, which may have the effect of limiting the release set forth above.

The release extends to claims that the Releasing Persons do not know or suspect to exist as of the Effective Date (defined below) of the settlement proposed by this Stipulation which, if known, might have affected any Releasing Persons’ decision regarding the release contained in this Stipulation (the "Unknown Claims"). The Releasing Persons acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to fully, finally, and forever settle and release any and all Released Claims, which shall include Unknown Claims.

The Parties further stipulate and agree as follows:
1. For purposes of settlement of the Action only, the Parties will petition the Court for provisional certification of a class pursuant to Fed. R. Civ. P. 23(b)(3), consisting of all persons who purchased or otherwise acquired Virbac common stock between May 3, 2001, and November 12, 2003, inclusive. Excluded are the Defendants, officers and directors of the Company, members of their immediate families and their legal representatives, heirs, successors, or assigns, and any entity in which any of the Defendants have or had a controlling interest.

2. Virbac has caused to be paid to the Class the sum of $3,125,000 in total settlement of the Action (the "Settlement Fund") into an escrow account on behalf of the Class. The Escrow Agent\(^1\) shall hold the Settlement Fund (minus court-approved attorneys' fees and expenses) in an interest-bearing account until the Effective Date (defined below) of the Settlement, after which time the Settlement Fund (minus court-approved attorneys' fees and expenses) may be distributed to the Class. In the event the Settlement is not finally approved, the Escrow Agent shall return the Settlement Fund plus accrued interest to the payor, minus the costs of the notice.

3. Administration of the Settlement Fund.

A. The Escrow Agent shall invest the Settlement Fund in instruments backed by the full faith and credit of the United States Government, or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at the current market rates.

B. The Escrow Agent shall not disburse the Settlement Fund except as provided in the Stipulation, or by an order of the Court (consistent with the terms of the Stipulation), or with the written agreement of counsel for the Defendants and Co-Lead Counsel.

---

\(^1\) The escrow agent shall be The Garden City Group, LLC. This same firm shall also serve as the claims administrator (the "Claims Administrator").
C. Subject to such further order and direction by the Court as may be necessary, the Escrow Agent is authorized to execute such transactions on behalf of the Class members as are consistent with the terms of the Stipulation.

D. All funds held by the Escrow Agent shall be deemed and considered to be in the custody of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court consistent with the terms of the Stipulation.

E. The Escrow Agent may pay from the Settlement Fund the costs and expenses reasonably and actually incurred in connection with providing notice to the Class, locating Class members, soliciting Class claims, assisting with the filing of claims, administering and distributing the Settlement Fund to members of the Class, and processing Proofs of Claim, including, without limitation, the actual costs of publication, printing, and mailing the Notice, reimbursements to nominee owners for forwarding notice to their beneficial owners, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims. Prior to the Effective Date (defined below), the Escrow Agent may not pay more than $100,000 for these costs and expenses without further approval from the Court.

4. Taxes.

A. The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. Section 1.468B-1. In addition, the Escrow Agent and, as required, the Defendants and the Defendants’ insurer contributing any settlement consideration, shall jointly and timely make the “relation-back election” (as defined in Treas. Reg. Section 1.468B-1) back to the earliest permitted date. Such election shall be made in compliance with the procedures and requirements contained in
such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and thereafter to cause the appropriate filing to occur.

B. For the purposes of Section 468B of the Internal Revenue Code of 1986, and Treas. Reg. Section 1.468B, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. Section 1.468B-2(l)). Such returns (as well as the election described in ¶ 4.A) shall be consistent with this ¶ 4.B and in all events shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 4.C hereof.

C. All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund (“Taxes”), and (ii) expenses and costs incurred in connection with the operation and implementation of this ¶ 4.C (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶ 4.C) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Persons shall not have any liability or responsibility for the Taxes, the Tax Expenses, or the filing of any tax returns or other documents with the Internal Revenue Service or any other state or local taxing authority. The Escrow Agent shall indemnify and hold the Released Persons harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid by the Escrow Agent out of the
Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to authorized claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. Section 1.468B-2(1)(2)); the Released Persons are not responsible and shall have no liability therefore, or for any reporting requirements that may relate thereto. The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 4.

5. Subject to the approval of the Court and the dismissal of the Action with prejudice, each of the Released Persons shall fully, finally, and forever compromise, settle, extinguish, dismiss, discharge, and release with prejudice each of the Releasing Persons and counsel for the Class from all claims that have arisen, or that may arise out of, or relate to the institution, prosecution, settlement, or resolution of the Action or the Released Claims, including Unknown Claims. The Released Persons acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to fully, finally, and forever settle and release any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts (the “Settling Defendants’ Claims”).

6. Counsel who have appeared as counsel for any of the Plaintiffs in the Action (“Plaintiffs’ Counsel”) may jointly apply to the Court for an award of attorneys’ fees and expenses, plus interest earned on those amounts at the same rate that interest is earned on the Settlement Fund, to be paid solely from the Settlement Fund. Defendants agree that they will not
oppose such application. Except as provided for in this Stipulation, the Parties shall each bear their own respective attorneys’ fees, expenses, and costs incurred in connection with the conduct and settlement of the Action and the preparation, implementation, and performance of the terms of the Stipulation. If the Court enters an award of attorneys’ fees or expenses to any person or attorney, such award shall be paid from the Settlement Fund (the “Fee and Expense Award”). Plaintiffs’ Counsel shall be entitled to immediate payment of any award of attorneys’ fees and costs from the Settlement Fund upon entry of the Fee and Expense Award, provided however, that in the event such award is reversed on appeal, Plaintiffs’ Counsel shall be jointly and severally liable for repayment of such sums to the payor. Co-Lead Counsel shall thereafter allocate the Fee and Expense Award among Plaintiffs’ Counsel in a manner in which Co-Lead Counsel in good faith believes reflects the contributions of such Plaintiffs’ Counsel.

7. Within twenty-one (21) days of the Effective Date (defined below), Schiffman & Barroway, LLP and Cohen, Milstein, Hausfeld & Toll, P.L.L.C. shall forward to Joseph P. Armao, Esq., counsel for Virbac, all confidential documents received through discovery, or at their election destroy all such materials and certify such destruction.

8. Co-Lead Counsel shall assume the administrative responsibility of providing the notice to Class members in accordance with the Court’s Order for Preliminary Approval of Settlement of Class Action, and all costs and expenses incurred in providing such notice to the members of the Class shall be paid out of the Settlement Fund.

9. The undersigned Parties will use their best efforts to obtain the Court’s final approval of this Stipulation and the dismissal of the Action with prejudice and, except as provided in paragraphs 2, 3, and 6 above, without cost to any party to this Stipulation.
10. This Stipulation is subject to the Court's final approval and will not be binding upon any party hereto until the Court's final approval of the Stipulation, certification of the Class, and the dismissal of the Action with prejudice, have each been obtained. This Stipulation shall be null and void and of no force and effect should any of these conditions not be met and, in that event, the existence of this Stipulation and its contents shall not be admissible in evidence for any purpose or deemed to prejudice in any way the positions of the Parties with respect to the Action or in any other litigation or proceeding.

11. In the event that the Stipulation is not approved, or is terminated, canceled, or fails to become effective for any reason, the Settlement Fund (including accrued interest), less expenses and any costs that have been incurred for notice and administration of the proposed Settlement pursuant to ¶ 3.E herein, and less any Taxes or Tax Expenses paid or incurred pursuant to ¶ 4.C herein, shall be refunded to the payor. In such event, any tax refund owing to the Settlement Fund shall also be refunded and paid to the payor.

12. As soon as practicable after this Stipulation has been executed, the Parties shall apply jointly for an order preliminarily approving the Settlement in the form attached hereto as Exhibit A (the “Preliminary Approval Order”), establishing the procedure for (1) the approval of notice to the Class and the opt-out procedure and (2) the Court’s consideration of the Settlement, class certification, and Plaintiffs’ application for attorneys’ fees and expenses. The Parties shall include as part of the Preliminary Approval Order a form of Notice of Pendency and Proposed Settlement of Class Action and of Application for Attorneys’ Fees and Settlement Hearing substantially in the form attached hereto as Exhibit B (the “Notice”), and a Summary Notice of Pendency and Proposed Settlement of Class Action in the form attached hereto as Exhibit C (the “Summary Notice”).
13. If, following a hearing, the Settlement (including any modification made with the consent of the Parties) shall be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class, the Parties shall jointly request the Court to enter an Order and Final Judgment substantially in the form attached hereto as Exhibit D (the “Judgment”).

14. The effective date of the Settlement proposed by this Stipulation shall be the date upon which Judgment has been entered by the Court and is no longer subject to further appeal or reargument, either because the time for an appeal or re-argument has expired with no appeal or reargument being taken, or an appeal has been taken but has been dismissed with no further right of appeal or reargument, or the Judgment has been finally affirmed with no further right of appeal or reargument, or the Judgment has otherwise become final (the “Effective Date”). Upon the Effective Date, any and all remaining rights of the payor to the Settlement Fund shall be absolutely and forever extinguished.

A. In the event that the Stipulation is not approved by the Court or the settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, this Stipulation and all negotiations and proceedings relating hereto shall be without prejudice to any or all Parties, who shall be restored to their respective positions in the Action as of June 27, 2005. In such event, the terms and provisions of the Stipulation herein shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or Order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, nunc pro tunc. No order of the Court or modification or reversal on appeal of any order of the Court concerning the formula of allocation of the Settlement Fund (“Plan of Allocation”) to be prepared by Co-Lead Counsel, which shall be described in the Notice to be sent to the Class members, or the
amount of any attorneys' fees, costs, expenses, and interest awarded by the Court to Plaintiffs' Counsel, shall constitute grounds for cancellation or termination of the Stipulation.

B. It is understood and agreed by the Parties that any proposed Plan of Allocation, including, without limitation, any adjustments to an authorized claimant's claim set forth therein, is not a material part of the Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement set forth in the Stipulation, and any order or proceedings relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's Judgment approving the Stipulation and the settlement set forth herein, including, but not limited to, the release, discharge, and relinquishment of the Released Claims against the Released Persons, or any other orders entered pursuant to the Stipulation.

15. Virbac warrants that the Settlement Fund will be established through insurance proceeds received in connection with the Action. In the event a case is commenced pursuant to either Chapter 7 or Chapter 11 of the Bankruptcy Code in which Virbac is the debtor, Virbac will consent to the modification of the automatic stay provisions of the Bankruptcy Code (11 U.S.C. § 362) to the extent necessary to effectuate the terms of this Stipulation. In addition, if a case is commenced in respect of Virbac under the Bankruptcy Code, or a trustee, receiver, or conservator is appointed under any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the payment of the Settlement Fund and any accrued interest, or any portion thereof, to be a preference, voidable transfer, fraudulent transfer, or similar transaction, and that this finding precludes payment or dissemination to the Class of the $3,125,000 agreed in settlement of this Action, at the election of Co-Lead Counsel, the Parties shall jointly move the Court to vacate and set aside the releases given and Judgment entered in
favor of the Defendants pursuant to this Stipulation, and the Stipulation shall be null and void, and the Parties hereto shall be restored to their respective positions in the litigation immediately prior to June 27, 2005.

16. Co-Lead Counsel, or their authorized agents, acting on behalf of the Class, and subject to the supervision, direction, and approval of the Court, shall administer and calculate the claims submitted by Class members and shall oversee distribution of that portion of the Settlement Fund that is finally awarded by the Court to authorized claimants.

A. Only those Class members filing valid and timely Proofs of Claim and Release forms ("Proof of Claim") shall be entitled to participate in the settlement and receive any distributions from the Settlement Fund. The Proofs of Claim to be executed by the Class members shall release all Released Claims against the Released Persons, and shall be substantially in the form and content of the Proof of Claim and Release made a part of Exhibit B hereto. All Class members shall be bound by the releases set forth therein whether or not they submit a valid and timely Proof of Claim.

B. The Settlement Fund shall be applied as follows:

(1) to pay all unpaid costs and expenses reasonably and actually incurred in connection with providing notice to the Class members, including locating Class members, soliciting Class claims, assisting with the filing of claims, administering and distributing the Settlement Fund to the Class, processing Proofs of Claim and Release, and paying escrow fees and costs, if any;

(2) to pay Taxes and Tax Expenses;

(3) to pay the Fee and Expense Award, if made by the Court; and
(4) to distribute the balance of the Settlement Fund after the payments referenced above in ¶ 16(B)(1-3) (the “Net Settlement Fund”) to authorized claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

C. After the Effective Date and subject to such further approval and further order(s) of the Court as may be required, the Net Settlement Fund shall be distributed to authorized claimants, subject to and in accordance with the following:

(1) Within ninety (90) days after the mailing of the Notice, or such other time as may be set by the Court, each Class member claiming to be an authorized claimant shall be required to submit to the Claims Administrator a separate completed Proof of Claim, which must be supported by such documents as specified in the Proof of Claim and as are reasonably available to the authorized claimant.

(2) Except as otherwise ordered by the Court, all Class members who fail to timely submit a valid Proof of Claim within such period, or such other period as may be ordered by the Court, or who have not already done so, shall be forever barred from receiving any payments of money pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the Settlement and releases contained herein, and the Judgment.

(3) The Net Settlement Fund shall be distributed to the authorized claimants in accordance with and subject to the Plan of Allocation to be described in the Notice mailed to Class members. The proposed Plan of Allocation shall not be a part of the Stipulation.

(4) No individual, corporation (including all divisions and subsidiaries), partnership, limited partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or
agency thereof, or any business or legal entity or their spouses, heirs, predecessors, successors, or assigns, shall have any claim against the plaintiffs or their counsel (including Co-Lead Counsel), or any claims administrator, or other agent designated by Co-Lead Counsel based on the distributions made substantially in accordance with the Stipulation and the settlement contained herein, the Plan of Allocation, or further orders of the Court.

17. This Stipulation and all negotiations, statements, and proceedings in connection herewith shall not, in any event, be construed or deemed to be evidence of an admission or concession on the part of the Lead Plaintiffs, any Defendant, any member of the Class, or any other person, of any liability or wrongdoing by them, or any of them, and shall not be offered or received in evidence in any action or proceeding (except an action to enforce this Stipulation and settlement contemplated hereby), or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that Lead Plaintiffs, any member of the Class, any present or former stockholder of Virbac, or any other person, has or has not suffered any damage.

18. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

19. This Stipulation constitutes the entire agreement among the Parties with respect to its subject matter and may only be amended, or any of its provisions waived, by a writing executed by all Parties to this Stipulation affected by any such amendment.

20. Any failure by any party hereto to insist upon the strict performance by any other party hereto of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions, and such party, notwithstanding such failure, shall have the right thereafter to
insist upon the strict performance of any and all of provisions of this Stipulation to be performed by such other party.

21. The Parties agree that the amount of the Settlement Fund, as well as the other terms of the Settlement, were negotiated in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with experienced legal counsel. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Released Persons may file the Stipulation and/or the Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

22. The Parties intend for this settlement to be a final and complete resolution of all disputes asserted or which could be asserted by the Class members against the Released Persons with respect to the Released Claims. Accordingly, the Parties agree not to assert in the Action or in any other judicial forum that the Action was brought or defended in bad faith or without a reasonable basis. Defendants agree not to assert any claim under Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule, or regulation that the Action was brought in bad faith or without a reasonable basis. Lead Plaintiffs and the Class agree not to assert any claim under
Rule 11 of the Federal Rules of Civil Procedure or any similar law, rule, or regulation that any pleading filed, motion made, or position taken by Defendants or their counsel in the Action was filed, made, or taken in bad faith or without a reasonable basis. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm’s length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel, and under the supervision of the Mediator.

23. This Stipulation may be executed by facsimile or executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when such counterparts have been signed by each of the Parties and delivered to the other Parties.

24. This Stipulation shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law provisions. Any action or proceeding to interpret, enforce, or challenge the provisions of this Stipulation shall be filed exclusively in the United States District Court for the Northern District of Texas, Fort Worth Division, and in no other court.

25. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court’s approval of this Stipulation and the Settlement, and to use their best efforts to effect, as promptly as practicable, the consummation of this Stipulation and the Settlement and the dismissal of the Action, including any and all complaints filed in the Action, with prejudice and without costs to any party, except as provided otherwise herein.

26. If any claims that are or would be subject to the release or discharge contemplated by the Settlement are asserted against any person in any court prior to final approval of the
Settlement, all Parties shall use their best efforts to effect a withdrawal or dismissal of the claims, and Lead Plaintiffs shall join, when possible, in any motion to dismiss or stay such proceedings.

27. Each of the attorneys executing this Stipulation on behalf of one or more Parties, including Co-Lead Counsel on behalf of the Lead Plaintiffs, warrants and represents that he or she has been duly authorized and empowered to execute this Stipulation on behalf of each such party.

Dated: September ___, 2005.
Settlement, all Parties shall use their best efforts to effect a withdrawal or dismissal of the claims, and Lead Plaintiffs shall join, when possible, in any motion to dismiss or stay such proceedings.

27. Each of the attorneys executing this Stipulation on behalf of one or more Parties, including Co-Lead Counsel on behalf of the Lead Plaintiffs, warrants and represents that he or she has been duly authorized and empowered to execute this Stipulation on behalf of each such party.

Dated: September 15, 2005.

Daniel S. Sommers
Julie Goldsmith Reiser
COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.
1100 New York Ave., N.W.
West Tower, Suite 500
Washington, D.C. 20005
(202) 408-4600
(202) 408-4699 - Fax

Michael K Yarnoff
Karen E. Reilly
Kay E. Sickles
SCHIFFRIN & BARROWAY, LLP
280 King of Prussia Road
Radnor, PA 19087
(610) 667-7706
(610) 667-7056 - Fax

CO-LEAD COUNSEL FOR LEAD PLAINTIFFS
Elizabeth D. Whitaker  
Michelle E. Roberts  
Debra K. Thomas  
BRACEWELL & GIULIANI LLP  
500 N. Akard Street, Suite 4000  
Dallas, TX 75201-3387  
(214) 758-1044  
(214) 758-1010 – Fax  

Lawrence Byrne  
Joseph P. Armao  
Paul M. Alfieri  
Joseph Florian  
The above admitted Pro Hac Vice  
WHITE & CASE LLP  
1155 Avenue of the Americas  
New York, NY 10036-2787  
(212) 819-8200  
(212) 354-8113 – Fax  

COUNSEL FOR DEFENDANT VIRBAC CORPORATION  

Charles W. Schwartz  
State Bar No. 17861300  
Kelley M. Keller  
State Bar No. 11198240  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
1600 Smith Street, Suite 4400  
Houston, TX 77002  
(713) 655-5160  
(888) 329-2286 – Fax  

OF COUNSEL:  
Charles F. Walker  
Admitted Pro Hac Vice  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP  
1440 New York Avenue, N.W.  
Washington, D.C. 20005-2111  
(202) 371-7000  
(202) 393-5760 – Fax  

21
Elizabeth D. Whitaker
Michelle E. Roberts
Debra K. Thomas
BRACEWELL & GIULIANI LLP
500 N. Akard Street, Suite 4000
Dallas, TX 75201-3387
(214) 758-1044
(214) 758-1010 – Fax

Lawrence Byrne
Joseph P. Armao
Paul M. Alfieri
Joseph Florian
The above admitted Pro Hac Vice
WHITE & CASE LLP
1155 Avenue of the Americas
New York, NY 10036-2787
(212) 819-8200
(212) 354-8113 – Fax

COUNSEL FOR DEFENDANT VIRBAC CORPORATION

Charles W. Schwartz
State Bar No. 17861300
Kelley M. Keller
State Bar No. 11198240
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
1600 Smith Street, Suite 4400
Houston, TX 77002
(713) 655-5160
(888) 329-2286 – Fax

OF COUNSEL:
Charles F. Walker
Admitted Pro Hac Vice
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111
(202) 371-7000
(202) 393-5760 – Fax
Michelle L. Davis*
State Bar No. 24038854
Skadden, Arps, Slate, Meagher & Flom LLP
One Rodney Square
Wilmington, DE 19899-0636
(972) 723-6370
(888) 329-3350 – Fax

* A resident of the Northern District of Texas and a member of the Bar of this Court.

COUNSEL FOR DEFENDANTS

Steve Malin
Sidley Austin Brown & Wood LLP
717 N. Harwood Street, Suite 3400
Dallas, TX 75201-6507
(214) 981-3386
(214) 981-3400 – Fax

COUNSEL FOR THOMAS L. BELL

Elizabeth E. Mack
State Bar No. 12761050
Locke Liddell & Sapp LLP
2200 Ross Avenue, Suite 2200
Dallas, TX 75201
(214) 740-8000
(214) 740-8800 – Fax
emaek@lockeliddell.com

Michael N. Levy
Amy K. Carpenter-Holmes
Admitted Pro Hac Vice
McKee Nelson LLP
1919 M Street, N.W., Suite 800
Washington, DC 20036
(202) 775-1880
(202) 775-8586 – Fax

COUNSEL FOR JOSEPH A. ROUGRAFF

22
Michelle L. Davis*
State Bar No. 24038854
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
One Rodney Square
Wilmington, DE 19899-0636
(972) 723-6370
(888) 329-3350 – Fax
*A resident of the Northern District of Texas and a member of the Bar of this Court.

COUNSEL FOR DEFENDANTS
VIRBAC S.A. and PASCAL BOISSY

Steve Malin
SIDLEY AUSTIN BROWN & WOOD LLP
717 N. Harwood Street, Suite 3400
Dallas, TX 75201-6507
(214) 981-3386
(214) 981-3400 – Fax

COUNSEL FOR THOMAS L. BELL

Elizabeth E. Mack
State Bar No. 12761050
LOCKE LIDDELL & SAPP LLP
2200 Ross Avenue, Suite 2200
Dallas, TX 75201
(214) 740-8000
(214) 740-8800 – Fax
e.mack@lockeliddell.com

Michael N. Levy
Amy K. Carpenter-Holmes
Admitted Pro Hac Vice
MCKEE NELSON LLP
1919 M Street, N.W., Suite 800
Washington, DC 20036
(202) 775-1880
(202) 775-8586 – Fax

COUNSEL FOR JOSEPH A. ROUGRAFF
CERTIFICATE OF SERVICE

I hereby certify that on this 16th day of September, 2005, I electronically filed the foregoing document with the clerk of court for the U.S. District Court, Northern District of Texas, using the electronic case filing system of the court. The electronic case filing system sent a “Notice of Electronic Filing” to the following attorneys of record who have consented in writing to accept this notice as service of this document by electronic means:

Daniel S. Sommers
Julie Goldsmith Reiser
COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.
1100 New York Ave., N.W.
West Tower, Suite 500
Washington, D.C. 20005
CO-Lead Counsel for Lead Plaintiffs

Elizabeth D. Whitaker
Michelle E. Roberts
Debra K. Thomas
BRACEWELL & GIULIANI LLP
500 N. Akard Street, Suite 4000
Dallas, TX 75201-3387

Lawrence Byrne
Joseph P. Armao
Paul M. Alfieri
Joseph Floriani
WHITE & CASE LLP
1155 Avenue of the Americas
New York, NY 10036-2787
Counsel for Defendant Virbac Corporation

Charles W. Schwartz
Kelley M. Keller
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
1600 Smith Street, Suite 4400
Houston, TX 77002

Michelle L. Davis*
State Bar No. 24038854
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
One Rodney Square
Wilmington, DE 19899-0636
Counsel for Defendants Virbac S.A. and Pascal Boissy

23
I further certify that a true and correct copy of the foregoing document was sent by first class mail to counsel listed below that have not consented in writing to accept this notice by electronic means:

Andrew Barroway  
Michael K Yarnoff  
Karen E. Reilly  
Kay E. Sicles  
SCHIFFRIN & BARROWAY  
280 King of Prussia Road, Suite 400  
Radnor, PA 19087

Steven J. Toll  
COHEN MILSTEIN HAUSFELD & TOLL  
1100 New York Avenue, NW  
West Tower, Suite 500  
Washington, DC 20005

Charles F. Walker  
SKADDEN ARPS SLATE MEAGHER & FLOM  
1440 New York Avenue, NW  
Washington, DC 20005

Michael N. Levy  
MCKEE NELSON LLP  
1919 M Street, N.W., Suite 800  
Washington, DC 20036  
(202) 775-1880  
(202) 775-8586 – Fax
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MARTINE WILLIAMS, et al.,

Plaintiffs,

v.

VIRBAC CORPORATION, et al.,

Defendants.

CIVIL NO. 4:03-CV-1461-Y
[consolidated w/ 4:04-CV-037-Y]
ECF

EXHIBIT A

ORDER FOR PRELIMINARY APPROVAL OF SETTLEMENT OF CLASS ACTION

The parties (the “Parties”) to the above-captioned consolidated civil action (the “Action”), having applied for an Order seeking a class action determination herein and determining certain matters in connection with the proposed settlement of the Action (the “Settlement”), in accordance with the Stipulation and Agreement of Compromise, Settlement, and Release (the “Stipulation”) entered into by the Parties, and for dismissal of the Action upon the terms and conditions set forth in the Stipulation;

NOW, 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,

IT IS HEREBY ORDERED that:

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

2. The Court hereby certifies, for purposes of effectuating this Settlement, a Class pursuant to FED. R. CIV. P. 23(b)(c) of a class consisting of all persons who
purchased or otherwise acquired Virbac Corporation ("Virbac") common stock from May 3, 2001, to November 12, 2003, inclusive (the "Class"). Excluded from the Class are the Defendants, officers and directors of the Company, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which any of the Defendants have or had a controlling interest. Also excluded from the Class are those Class members who timely and validly request exclusion from the Class pursuant to the Notice of Pendency of Class Action and Proposed Settlement of Class Action, Application for Attorneys’ Fees, and Settlement Fairness Hearing ("Notice") to be sent to the Class.

3. For purposes of settlement only, Lead Plaintiffs William Buss and Martin and Audrey Margolis are appointed as Class Representatives. The law firms of Schiffrin & Barroway, I.L.P and Cohen, Milstein, Hausfeld & Toll, P.L.L.C. are appointed as Co-Lead Class counsel ("Co-Lead Counsel").

4. With respect to the Class, this Court expressly finds and concludes that the requirements of FED. R. CIV. P. 23(a) and 23(b)(3) are satisfied as: (a) the members of the Class are so numerous that joinder of all Class members in the Class Action is impracticable; (b) there are questions of law and fact common to the Class which predominate over any individual questions; (c) the claims of the Lead Plaintiffs are typical of the claims of the Class; (d) the Lead Plaintiffs and their counsel have fairly and adequately represented and protected the interests of all of the Class members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the Class in individually controlling the prosecution of the separate actions, (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Class, (iii)
the desirability or undesirability of continuing the litigation of these claims in this particular forum, and (iv) the difficulties likely to be encountered in the management of the class action.

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

6. Co-Lead Counsel are hereby authorized to retain the firm of the Garden City Group, Inc. as Claims Administrator to supervise and administer the notice and claims procedures.

7. The Court preliminarily approves: (1) the settlement of the Action as set forth in the Stipulation and (2) the proposed Plan of Allocation described in the Notice, subject to the right of any Class member to challenge the fairness, reasonableness, and adequacy of the Stipulation, the proposed Plan of Allocation, or the fairness and adequacy of their representation by Co-Lead Counsel, and to show cause, if any exists, why a final judgment dismissing the Action based on the Stipulation should not be ordered herein after due and adequate notice to the Class has been given in conformity with this Order.

8. A hearing (the “Settlement Hearing”) shall be held on ____________ , 2005, at ___ .m., in the United States District Court for the Northern District of Texas, Fort Worth Division, the Honorable Terry R. Means presiding, 50 West 10th Street, Fort Worth, Texas 76102-3673 (the “Court”) to:

   a. determine whether the Settlement should be approved by the Court as fair, reasonable, adequate, and in the best interests of the Class;
b. determine whether judgment should be entered pursuant to the Stipulation, *inter alia*, dismissing the Action with prejudice and extinguishing and releasing all Released Claims (as defined therein);

c. determine whether the Class should be finally certified;

d. rule on Co-Lead Counsels’ applications for an award of attorneys’ fees and the reimbursement of expenses; and

e. rule on such other matters as the Court may deem appropriate.

9. The Court reserves the right to adjourn the Settlement Hearing or any adjournment thereof, including the consideration of the application for attorneys’ fees and reimbursement of expenses, without further notice of any kind to Class members.

10. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modification as may be consented to by the Parties to the Stipulation and without further notice to the Class.

11. The Claims Administrator shall make reasonable efforts to identify all persons who are members of the Class, including beneficial owners whose shares of Virbac common stock are held by banks, brokerage firms, or other nominees. Virbac shall provide within five (5) business days of the execution of this Order the information from its transfer records required by the Claims Administrator to send Notice to the persons who can be identified through those same records. The Claims Administrator shall send the Notice and the Proof of Claim by first class mail to all persons who appear on the transfer records of Virbac as having transferred to their names Virbac common stock during the period from May 3, 2001, to November 12, 2003, inclusive.

12. Within twenty (20) business days after the Entry Date of this Order, Lead Plaintiffs shall cause a copy of the notice of the Settlement Hearing in substantially the form annexed as Exhibit B to the Stipulation (the “Notice”) to be mailed by United States
mail, postage pre-paid, to all members of the Class, at their last known address appearing in the stock transfer records maintained by or on behalf of Virbac (the "Notice Date").

13. Pursuant to the Notice, each nominee shall either: (1) send the Notice and Proof of Claim to Class members for which they act as nominee by first class mail within ten (10) days after the nominee receives the Notice; or (2) send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) days after the nominee receives the Notice and, in the event of the latter, the Claims Administrator shall send by first class mail the Notice and Proof of Claim to all Class members who are on the list received from the nominee. The Claims Administrator shall, if requested, reimburse banks, brokerage houses, or other nominees for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class members, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation. Co-Lead Counsel shall file with the Court and serve upon Defendants' counsel no later than seven (7) days prior to the Settlement Hearing an affidavit or declaration describing the efforts taken to comply with this order and stating that the mailings have been completed in accordance with the terms of this order.

14. Within ten (10) days of the Notice Date, Co-Lead Counsel shall publish a Summary Notice, substantially in the form of Exhibit C to the Stipulation, once in the national edition of The Wall Street Journal. Co-Lead Counsel shall file with the Court and serve upon Defendants' counsel no later than seven (7) days prior to the Settlement Hearing an affidavit or declaration stating that the Summary Notice has been published in accordance with the terms of this order.
15. The form and method of notice specified herein is the best notice practicable and shall constitute due and sufficient notice to all persons entitled to receive such notice and fully satisfy the requirements of due process and of Fed. R. Civ. P. 23.

16. Any member of the Class who objects to the Settlement, the representation of the Class by Co-Lead Counsel, and/or the application for attorneys’ fees and reimbursement of expenses, or who otherwise wishes to be heard, may appear in person or by his, her, or its attorney at the Settlement Hearing and present evidence or argument that may be proper or relevant; provided, however, that no person other than the Parties and their counsel shall be heard, and no papers, briefs, pleadings, or other documents submitted by any person shall be considered by the Court unless not later than fourteen (14) calendar days prior to the Settlement Hearing such person files with the Court and serves upon counsel listed below: (a) a written notice of intention to appear; (b) a statement of such person’s objections to any matters before the Court; and (c) the grounds therefor or the reasons that such person desires to appear and be heard, as well as all documents or writings such person desires the Court to consider. Such filings shall be served upon the following counsel:

Michael K. Yarnoff
Kay E. Sickles
Schiffriin & Barroway, LLP
280 King of Prussia Road
Radnor, PA 19087

Daniel S. Sommers
Julie Goldsmith Reiser
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
1100 New York Ave., NW
West Tower, Suite 500
Washington, DC 20005

Co-Lead Counsel for Plaintiffs
17. Any person falling within the definition of the Class may, upon request, be excluded from the Settlement. Any such person must submit to the Claims Administrator a request for exclusion ("Request for Exclusion"), postmarked no later than ____________, 2005. A Request for Exclusion must state: (1) the name, address, and telephone number of the person requesting exclusion; (2) the person’s purchases, and sales of Virbac common stock made during the Class Period, including the dates, the number of shares of common stock, and price paid or received per share for each such purchase or sale; and (3) that the person wishes to be excluded from the Class. All persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation and shall not share in the distribution of the Settlement

18. Any Class member who wishes to participate in the Settlement Fund must submit a valid Proof of Claim form to the Claims Administrator, at the Post Office Box indicated in the Notice, postmarked not later than ____________, 2005. Such deadline may be further extended by Court Order. Proof of Claim forms shall be deemed
to have been submitted when postmarked, if mailed by first class, or registered or certified mail, postage prepaid, addressed in accordance with the instructions given in the Proof of Claim and Release. All other Proof of Claim and Release forms shall be deemed to have been submitted at the time they are actually received by the Claims Administrator. To be valid, a Proof of Claim must: (1) be completed in a manner that permits the Claims Administrator to determine the eligibility of the claim as set forth in the Proof of Claim; (2) include the release by the Claimant of all Released Parties as set forth in the Stipulation; and (3) be signed with an affirmation that the information is true and correct. All Class members who do not submit valid and timely Proof of Claim forms shall be forever barred from receiving any payments from the Settlement Fund, but will in all other respects be subject to and bound by the provisions of the Stipulation and the Final Judgment, if entered.

19. If any other counsel wishes to make an application for an award of attorneys' fees or expenses, such application must be filed with the Clerk of the Court and served on the counsel listed in ¶ 16, above, not later than fourteen (14) calendar days prior to the Settlement Hearing. No counsel shall be permitted to file an application for fees and expenses except as herein set out.

20. If this Settlement, including any amendment made in accordance with ¶ 19 of the Stipulation, is not approved by the Court or shall not become effective for any reason whatsoever, the Settlement (including any modification thereof) made with the consent of the Parties as provided for in the Stipulation, any Class certification herein, and any actions taken or to be taken in connection therewith (including this Order and any judgment entered herein), shall be terminated and shall become void and of no
further force and effect except for the Parties’ obligations to pay for any expense incurred in connection with the Notice and administration provided for by this Order.

21. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of this Court. Pending final determination whether the Settlement should be approved, Lead Plaintiffs and all members of the Class are barred and enjoined from commencing or prosecuting any action asserting any claims that are or relate in any way to the Released Claims as defined in the Stipulation.

22. Neither the Stipulation nor any provisions contained in the Stipulation, nor any negotiations, statements, or proceedings in connection therewith, nor any action undertaken pursuant thereto shall be construed as, or deemed to be evidence of, an admission or concession on the part of any Defendant or any other person of any liability or wrongdoing by them, or any of them, and shall not be offered or received in evidence in any action or proceeding, or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that Lead Plaintiffs, any member of the Class, or any other person, has or has not suffered any damage.

23. Any party making submissions to the Court in support of approval of the Settlement or the Plan of Allocation, or in support of an application for an award of attorneys’ fees and reimbursement of expenses, shall do so by seven (7) days before the date scheduled for the Settlement Hearing.

24. The Court authorizes payment out of the Settlement Fund of the expenses described in ¶ 3 of the Stipulation.
25. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with the terms of the Stipulation is approved. No Person that is not a Class member or counsel for the Lead Plaintiffs shall have any right to any portion of, or in the distribution of, the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

26. The Court may, for good cause, extend any of the deadlines set forth in this order without further notice to Class members.

SIGNED this ______ day of ____________________ 2005.

_____________________________
JUDGE TERRY R. MEANS
UNITED STATES DISTRICT JUDGE

Daniel S. Sommers
Julie Goldsmith Reiser
COHEN, MILSTEIN, HAUSFELD & TOLL, P.L.L.C.
1100 New York Ave., N.W.
West Tower, Suite 500
Washington, D.C. 20005
(202) 408-4600
(202) 408-4699 – Fax

CO-LEAD COUNSEL FOR LEAD PLAINTIFFS

Michael K Yarnoff
Karen E. Reilly
Kay E. Sickles
SCHIFFRIN & BARROWAY, LLP
280 King of Prussia Road
Radnor, PA 19087
(610) 667-7706
(610) 667-7056 – Fax

CO-LEAD COUNSEL FOR LEAD PLAINTIFFS
Elizabeth D. Whitaker
Michelle E. Robert
Debra K. Thomas
BRACEWELL & GIULIANI LLP
500 N. Akard Street, Suite 4000
Dallas, TX 75201-3387
(214) 758-1044
(214) 758-1010 – Fax

Lawrence Byrne
Joseph P. Armao
Paul M. Alfieri
Joseph Floriani

The above admitted Pro Hac Vice
WHITE & CASE LLP
1155 Avenue of the Americas
New York, NY 10036-2787
(212) 819-8200
(212) 354-8113 – Fax

COUNSEL FOR DEFENDANT VIRBAC CORPORATION

Charles W. Schwartz
State Bar No. 17861300
Kelley M. Keller
State Bar No. 11198240
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
1600 Smith Street, Suite 4400
Houston, TX 77002
(713) 655-5160
(888) 329-2286 – Fax

OF COUNSEL:
Charles F. Walker
Admitted Pro Hac Vice
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005-2111
(202) 371-7000
(202) 393-5760 – Fax
Michelle L. Davis*
State Bar No. 24038854
SKADDEN, ARPS, SLATE, MEAGHER
& FLOMLL LLP
One Rodney Square
Wilmington, DE 19899-0636
(972) 723-6370
(888) 329-3350 – Fax

*A resident of the Northern District of Texas and a member of the Bar of this Court.

COUNSEL FOR DEFENDANTS
VIRBAC S.A. and PASCAL BOISSY

Steve Malin
SIDLEY AUSTIN BROWN & WOOD LLP
717 N. Harwood Street, Suite 3400
Dallas, TX 75201-6507
(214) 981-3386
(214) 981-3400 – Fax

COUNSEL FOR THOMAS L. BELL

Elizabeth E. Mack
State Bar No. 12761050
LOCKE LIDDLE & SAPP LLP
2200 Ross Avenue, Suite 2200
Dallas, TX 75201
(214) 740-8000
(214) 740-8800 – Fax
e.mack@lockeliddell.com

Michael N. Levy
Amy K. Carpenter-Holmes
*Admitted Pro Hac Vice
McKee Nelson LLP
1919 M Street, N.W., Suite 800
Washington, DC 20036
(202) 775-1880
(202) 775-8586 – Fax

COUNSEL FOR JOSEPH A. ROUGRAFF
EXHIBIT B
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MARTINE WILLIAMS, et al.,

Plaintiffs,

v.

VIRBAC CORPORATION, et al.,

Defendants.

§ CIVIL NO. 4:03-CV-1461-Y
§ [consolidated w/4:04-CV-037-Y]
§ ECF

NOTICE OF PENDENCY AND
PROPOSED SETTLEMENT OF
CLASS ACTION AND OF APPLICATION
FOR ATTORNEYS’ FEES AND
SETTLEMENT HEARING

IF YOU PURCHASED OR OTHERWISE ACQUIRED VIBRAC CORPORATION COMMON
STOCK BETWEEN MAY 3, 2001 AND NOVEMBER 12, 2003, INCLUSIVE, YOU COULD
RECEIVE A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A federal court authorized this Notice. This is not a solicitation from a lawyer.

Securities and Time Period: Virbac Corporation ("Virbac") common stock purchased or
otherwise acquired between May 3, 2001 and November 12, 2003, inclusive.

Settlement Fund: $3,125,000 in cash. Your recovery will depend on the number of shares of
common stock purchased or otherwise acquired and the timing of your purchases or acquisitions, and any
sales. Depending on the number of eligible shares of common stock that participate in the Settlement and
when that common stock was purchased and sold, the estimated average recovery per share of common
stock will be approximately $.97 before deduction of court-approved fees and expenses.

The Lawsuit: The Settlement resolves class action litigation over whether Virbac, Virbac
S.A., and certain of its former officers and directors intentionally or recklessly misrepresented the
financial status of the company to investors. See "The Status of the Lawsuit" and Question 2 below
for more information.

Attorneys’ Fees and Expenses: Lead Counsel have litigated this Action on a contingent basis
and have conducted this litigation and advanced the expenses of litigation with the expectation that if they
were successful in recovering money for the Class, they would receive fees and be reimbursed for their
expenses from the Settlement Fund, as is customary in this type of litigation. Court-appointed Lead
Counsel will apply to the court for attorneys’ fees not to exceed 30% of the Settlement Fund and
reimbursement of out-of-pocket expenses not to exceed $100,000, plus interest, all to be paid from the
Settlement Fund. If the above amounts are requested and approved by the Court, the average cost per
share of common stock will be $.30.

Deadlines:

Submit Claim:
Request Exclusion:
File Objection:

Court Hearing on Fairness of Settlement:

QUESTIONS? CALL 1-800-261-2291 OR VISIT:
WWW.gardencitygroup.com
More Information:

Claims Administrator:
The Garden City Group, Inc.
P. O. Box 9000#6339
Merrick, NY 11566-9000

Lead Counsel:
Michael K. Yarnoff
Kay E. Sickles
Schifflin & Barroway, LLP
280 King of Prussia Road
Radnor, PA 19087
Telephone: 610-667-7706

Daniel S. Sommers
Julie Goldsmith Reiser
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
1100 New York Ave., NW,
West Tower, Suite 500
Washington, DC 20005
Telephone: 202-408-4600

Your legal rights are affected whether you act or do not act. Read this Notice carefully.

Statement of Recovery

Lead Plaintiffs estimate that approximately 3,224,880 shares of Virbac common stock were purchased during the Class Period and held. Lead Plaintiffs estimate that the average recovery per share of Virbac common stock under the Settlement will be $0.97 per share before the deduction of attorneys' fees, costs, and expenses, as approved by the Court. The actual recovery per share will depend on: (1) the number of claims filed; (2) when Class Members purchased or otherwise acquired their shares during the Class Period; (3) whether Class Members either sold their shares during the Class Period, or held their shares past the end of the Class Period; (4) administrative costs, including the costs of notice, for the Action; and (5) the amount awarded by the Court for attorneys' fees, costs, and expenses. Distributions to Class Members will be made based on the Plan of Allocation set forth in this Notice. See the Plan of Allocation on pages 7-9.

The Circumstances of the Settlement

The principal reason for Lead Plaintiffs' consent to the Settlement is to provide a benefit to the Class now. This benefit must be compared to the risk that no recovery might be achieved after contested motions, a contested trial and likely appeals, possibly years into the future. While Lead Counsel were prepared to go to trial and were confident in their ability to present a case, they recognize that a trial is a risky proposition and that Lead Plaintiffs and the Class might not have prevailed. The claims advanced by the Class involve numerous complex legal and factual issues, requiring extensive expert testimony, which would add considerably to the expenses and duration of the litigation. Even after extensive investigation and confirmatory discovery, questions remain regarding the extent of Defendants' liability, to what extent a jury would find them liable, and the true measure of the Class' damages. In particular, Defendants have argued in their motions to dismiss that Lead Plaintiffs have failed to sufficiently allege that Defendants acted either recklessly or intentionally. This Settlement therefore enables the Class to recover a substantial percentage of the alleged damages -- 36% -- as calculated by Lead Counsel in conjunction with their expert, without incurring any additional risk. Moreover, Lead Counsel believes

QUESTIONS? CALL 1-800-261-2291 OR VISIT: WWW.gardencitygroup.com

-2-
that substantial question exists as to whether Defendants possess sufficient resources to fund a greater recovery should the case proceed further. As a result, Lead Plaintiffs believe this Settlement is an excellent recovery, which has been recommended by Lead Counsel.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM... The only way to receive a payment.

EXCLUDE YOURSELF.......... Receive no payment. This is the only option that allows you to participate in another lawsuit against the Defendants or the Released Persons concerning the legal claims being released in this case.

OBJECT.................................. You may write to the Court if you do not like this Settlement, the Plan of Allocation, or the request for attorneys’ fees and expenses.

GO TO A HEARING ............. You may ask to speak in Court about the fairness of the Settlement.

DO NOTHING ...................... Receive no payment.

- These rights and options – and the deadlines to exercise them – are explained in this Notice.
- The Court in charge of this case must decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and, if there are any appeals, after they are resolved. Please be patient.

BASIC INFORMATION

1. Why did I receive this Notice package? ................................................................. 4
2. What is this lawsuit about? ............................................................................. 4
3. Why is this Action a class action? ....................................................................... 4
4. Why is there a settlement? .................................................................................. 4
5. How do I know if I am part of the Settlement? ................................................ 5
6. What are the exceptions to being included? ..................................................... 5
7. I am still not sure if I am included? ................................................................. 5
8. What does the Settlement provide? ..................................................................... 5
9. How much will my payment be? ....................................................................... 5
10. How will I receive a payment? ......................................................................... 7
11. When will I receive my payment? .................................................................... 7
12. What am I giving up by staying in the Class? .................................................... 7
13. How do I exclude myself from the Settlement? .............................................. 8
14. If I do not exclude myself, can I sue the Defendants for the same thing later? 8
15. If I exclude myself can I receive a payment from this Settlement? ................. 8
16. Do I have a lawyer in this case? ...................................................................... 8
17. How will the lawyers be paid? ......................................................................... 9
18. How do I tell the Court that I do not like the Settlement? .............................. 9
19. What is the difference between objecting and excluding? ............................. 10
20. When and where will the Court decide whether to approve the Settlement? ... 10

QUESTIONS? CALL 1-800-261-2291 OR VISIT: WWW.gardencitygroup.com
21. Do I have to come to the hearing? ................................................................. 10
22. May I speak at the hearing? ................................................................. 10
23. What happens if I do nothing at all? ......................................................... 11
24. Are there more details about the Settlement? ........................................... 11

BASIC INFORMATION

1. Why Did I Receive This Notice Package?

You or someone in your family may have purchased or otherwise acquired shares of Virbac common stock between May 3, 2001 and November 12, 2003, inclusive.

If this description applies to you, you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves it and after any objections or appeals are resolved, the Claims Administrator appointed by the Court will make the payments that the Settlement allows.

This package explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive them.

2. What Is This Lawsuit About?

The lawsuit alleged violations of Sections 10b, Rule 10b-5 and 20(a) of the Securities Exchange Act of 1934. More specifically, the lawsuit claimed that Defendants Virbac, Virbac, S.A., Pascal Boissy, Thomas Bell, and Joseph Rougraff issued financial statements that were false and misleading and that those statements disclosed materially inflated actual net income, net revenue, and earnings per share allegedly as a result of Defendants’ failure to properly record and recognize revenue in violation of both Virbac’s revenue recognition policy and Generally Accepted Accounting Principles (“GAAP”). The lawsuit alleged further that as a result of the allegedly inflated financial results, the price of Virbac common stock was inflated between May 3, 2001 and November 12, 2003, inclusive. Defendants deny that they did anything wrong.

3. Why Is This Action a Class Action?

In a class action, one or more people called class representatives (in this case the court-appointed Lead Plaintiffs, William Buss and Martin and Audrey Margolis), sue on behalf of people who have similar claims. All of these people who have similar claims are referred to collectively as a Class, or individually as Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Settlement. U.S. District Court Judge Terry R. Means of the United States District Court for the Northern District of Texas, Fort Worth Division, is in charge of this class action. The case is known as Williams et al. v. Virbac Corporation, et al., Civil No. 4:03-CV-1461-Y.

4. Why Is There a Settlement?

The Court did not decide in favor of Lead Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the cost and risks of further litigation and trial. As explained above, the Lead Plaintiffs and their attorneys think the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will receive money from this Settlement, you first have to determine if you are a Class Member.

QUESTIONS? CALL 1-800-261-2291 OR VISIT: WWW.gardencitygroup.com
5. How Do I Know if I Am Part of the Settlement?

The Class includes all persons who purchased or otherwise acquired shares of Virbac common stock between May 3, 2001 and November 12, 2003, inclusive, except those persons and entities that are excluded, as described below.

6. What Are the Exceptions to Being Included?

You are not a Class Member if you are a Defendant, an officer or director of the Company, a member of their immediate families or their legal representatives, heirs, successors or assigns, or any entity in which any of the Defendants have or had a controlling interest.

If you sold Virbac common stock between May 3, 2001 and November 12, 2003, inclusive, that alone does not make you a Class Member. You are a Class Member only if you purchased or otherwise acquired Virbac common stock between May 3, 2001 and November 12, 2003, inclusive.

If one of your mutual funds purchased or owns shares of Virbac stock, that alone does not make you a Class Member.

7. I Am Still Not Sure if I Am Included.

If you are still not sure whether you are included, you can ask for free help. You can call the Claims Administrator, The Garden City Group, at 1-800-261-2291, for more information. Or you can fill out and return the claim form described in question 10, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU RECEIVE

8. What Does the Settlement Provide?

Defendants have agreed to create a $3.125 million cash Settlement Fund. The balance of this fund, after payment of court-approved attorneys’ fees and expenses and the costs of claims administration, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice (the “Net Settlement Fund”), will be divided among all Class Members who submit valid claim forms.

PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG CLASS MEMBERS

9. How Much Will My Payment Be?

If you are entitled to a payment, your share of the Net Settlement Fund will depend on the number of valid claim forms that Class Members submit, how many shares of Virbac stock you purchased or otherwise acquired, and when you bought and sold your shares. By following the Plan of Allocation described here, you can calculate your “Recognized Claim.” The Claims Administrator will distribute the Net Settlement Fund, that is, the Settlement Fund, less taxes owed, all administrative costs, including the costs of notice, and attorneys’ fees and expenses, as awarded by the Court, according to the Plan of Allocation after the deadline for submission of Proof of Claim and Release forms has passed.

The Claims Administrator shall determine each Authorized Claimant’s pro rata share of the Net Settlement Fund based upon each Authorized Claimant’s “Recognized Claim.” The Recognized Claim formula is not intended to be an estimate of the amount a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.
RECOGNIZED CLAIMS

Transactional Basis
To recover damages on a given transaction the purchase or acquisition price must have been greater than $2.94.

Offsetting Gains and Losses
For shares purchased or otherwise acquired during the Class Period which are sold at a gain during the Class Period, such gains will be used to offset Class Period losses from both shares purchased or otherwise acquired and sold during the Class Period and losses resulting from decline in value from shares purchased or otherwise acquired at prices in excess of $2.94 per share during the Class Period and held at the end of the Class Period.

The Basis for the Calculation of Your Recognized Claim
The following proposed Plan of Allocation reflects the proposition that the price of Virbac common stock was artificially inflated from the beginning of the Class Period on May 3, 2001, through the end of the Class Period on November 12, 2003, following the Company’s announcement that it would restate its financial results, but that the entirety of the inflation did not come out of the stock until it was relisted on the NASDAQ exchange on January 23, 2004, at the price of $2.80. As a result, the Plan of Allocation uses $5.55 (the difference between the stock’s price on the last day of the Class Period before the announcement, $8.35, and $2.80) as the full amount of inflation that was taken out of the stock by the dissemination of the information correcting the alleged misstatements. Defendants deny that any such inflation existed.

Recognized Claims will be calculated as follows

A. For shares of common stock purchased or otherwise acquired between May 3, 2001 and November 12, 2003, inclusive, and sold between May 3, 2001 and November 12, 2003, inclusive, the Recognized Claim shall be zero.

B. For shares of common stock purchased or otherwise acquired between May 3, 2001 and November 12, 2003, inclusive, and sold between November 13, 2003 and February 10, 2004, inclusive, the Recognized Loss shall be the LESSER of:

1. $5.55 per share; or
2. the difference between the purchase or acquisition price per share and the sales price per share for each share sold; or
3. the difference between the purchase or acquisition price per share and the average closing price per share between November 12, 2003 and the date of sale for each share sold.

Pursuant to Sections 21(D)(e)(1) and 21(D)(e)(2) of the Private Securities Litigation Reform Act of 1995, the award of damages to the plaintiff shall not exceed the difference between the purchase price paid by the plaintiff for the subject security and: (1) for plaintiffs who still held shares at the end of the 90-day period beginning on the date on which the information correcting the alleged misstatement or omission that is the basis for the action is disseminated, the mean trading price of that security during the 90-day period; or (2) for plaintiffs who sold shares during the 90-day period, the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sold the security. The mean (average) closing price of Virbac common stock during the 90-day period beginning on November 13, 2003 and ending on February 10, 2004 was $2.94. Trading in Virbac common stock was suspended between November 13, 2003 and January 23, 2004.
C. For shares of common stock purchased or acquired between May 3, 2001 and November 12, 2003, inclusive, and retained at the end of trading on February 10, 2004, the Recognized Loss shall be the LESSER of:

1. $5.55 per share; or
2. the difference between the purchase or acquisition price per share and $2.94.

Each Authorized Claimant shall be paid the percentage that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds. Each Claimant is deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of that Claimant's claim. No discovery shall be allowed on the merits of the Action.

The date of purchase, acquisition, or sale is the “contract” or “trade” date and not the “settlement” date. All profits will be subtracted from all losses to determine the net recognized loss of each Class Member. Therefore, you need to list all purchases, acquisitions, and sales of Virbac common stock during the relevant time period. In processing claims, sales will be matched in chronological order, by trade date, first against the common stock held as of the close of trading on May 2, 2001 (the last day before the Class Period begins) and then against the purchases and acquisitions during the Class Period.

Payments will be final and conclusive against all Class Members. All Class Members whose claims are not approved by the Court will be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of the Settlement, including the terms of the Judgment to be entered in the Action and will be barred from bringing any Released Claim against any Released Parties (as those terms are defined in the Proof of Claim and Release form enclosed with this Notice and in the Stipulation of Settlement, which is available on the Internet at www.gardencitygroup.com, or through the mail upon request).

HOW YOU RECEIVE A PAYMENT – SUBMITTING A CLAIM FORM

10. How Will I Receive a Payment?

To qualify for payment, you must be an eligible Class Member and you must submit a claim form. A claim form is enclosed with this Notice. Read the instructions carefully, fill out the form, include all the documents the form requests, sign it, and mail it in an envelope postmarked no later than ____________, 2005. Retain a copy of everything you mail, in case the materials are lost or destroyed during shipping.

11. When Will I Receive My Payment?

The court will hold a hearing on ____________, 2005, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals, if any, can be resolved, and resolving them can take time, perhaps several years. In addition, the Claims Administrator must process all of the Proof of Claim and Release forms. The processing is complicated and will take many months. Please be patient.

12. What Am I Giving Up By Staying in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants or the Released Persons about the QUESTIONS? CALL 1-800-261-2291 OR VISIT: WWW.gardencitygroup.com
claims being released in this Settlement. It also means that all of the Court’s orders will apply to you and legally bind you and you will release your claims in this case against the Defendants. The terms of the release are included in the claim form that is enclosed.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the same claims being released in this Settlement, then you must take steps to exclude yourself from the Settlement. This is referred to as opting out of the Class.

13. How Do I Exclude Myself from the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from Williams et al. v. Virbac Corporation, et al., Civil No. 4:03-CV-1461-Y. You must include your name, address, telephone number, your signature, and the number of shares of Virbac common stock you purchased or otherwise acquired between May 3, 2001 and November 12, 2003, inclusive, the number sold during this time period, if any, and the dates of such purchases, acquisitions, and sales. You must mail your exclusion request postmarked no later than ____________, 2005 to:

Williams v. Virbac Corp. Sec. Litig.
c/o The Garden City Group, Inc.
Claims Administrator
P.O. Box 9000#6339
Merrick, NY 11566-9000

*Please keep a copy of everything you send by mail, in case it is lost or destroyed during shipping.

You cannot exclude yourself over the phone or by e-mail. If you ask to be excluded, you are not eligible to receive any settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit and you will be unable to pursue the claims that are being released in this Settlement.

14. If I Do Not Exclude Myself, Can I Sue the Defendants for the Same Thing Later?

No. Unless you exclude yourself, you give up any right to sue the Defendants or the Released Persons for the claims being released by this Settlement. If you have a pending lawsuit relating to the claims being released in this case against any of the Defendants, speak to your lawyer in that case immediately. Remember, the exclusion deadline is ____________, 2005.

15. If I Exclude Myself, Can I Receive a Payment from This Settlement?

No. If you exclude yourself, do not send in a claim form. But, you may sue, continue to sue, or be part of a different lawsuit asserting the claims being released in this Settlement against Defendants or the Released Persons.

THE LAWYERS REPRESENTING YOU

16. Do I Have a Lawyer in This Case?

The Court appointed the law firms of Schiffrin & Barroway, LLP and Cohen, Milstein, Hausfeld & Toll, P.L.L.C. to represent you and the other Class Members. These lawyers are called Lead Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

QUESTIONS? CALL 1-800-261-2291 OR VISIT: WWW.gardencitygroup.com

-8-
17. How Will the Lawyers Be Paid?

Lead Counsel will apply to the Court for attorneys’ fees not to exceed 30% of the Settlement Fund and for reimbursement of their out-of-pocket expenses up to $100,000 (collectively, an average of $30 per share of common stock), which were advanced in connection with the Action, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. *Such sums as may be approved by the Court will be paid from the Settlement Fund.* Class Members are not personally liable for any such fees or expenses.

The attorneys’ fees and expenses requested will be the only payment to Lead Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. To date, Lead Counsel have not been paid for their services for conducting this litigation on behalf of the Lead Plaintiffs and the Class nor for their substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for their work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may, however, award less than this amount.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

18. How Do I Tell the Court that I Do Not Like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like any part of it. To object, you must send a letter saying that you object to the Settlement in *Williams et al. v. Virbac Corporation, et al.,* Civil No. 4:03-CV-1461-Y. Be sure to include your name, address, telephone number, your signature, the number of shares of Virbac common stock purchased or acquired and sold between May 3, 2001 and November 12, 2003, inclusive, and the reasons you object to the Settlement. Any objection to the Settlement must be mailed or delivered such that it is received by *each of the following* no later than ____________, 2005:

*Court:*

Clerk of the Court  
UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
United States Courthouse  
501 West 10th Street  
Fort Worth, TX 76102-3673

*Lead Counsel for Plaintiffs:*

Michael K. Yarnoff  
Kay E. Sickles  
Schiffrin & Barroway, LLP  
280 King of Prussia Road  
Radnor, PA 19087

QUESTIONS? CALL 1-800-261-2291 OR VISIT:  
WWW.gardencitygroup.com
19. What's the Difference Between Objecting and Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement, the Plan of Allocation, or the application for attorneys' fees and expenses. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

20. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a fairness hearing at _______ a.m., on _____________, 2005, at the United States Courthouse, 501 W. 10th Street, Fort Worth, Texas 76102. At this hearing the Court will consider whether the Settlement and the Plan of Allocation are fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have requested in writing by ________, 2005 to speak at the hearing. The Court may also consider Lead Counsel’s application for attorneys’ fees and reimbursement of expenses.

21. Do I Have to Come to the Hearing?

No. Lead Counsel will answer questions Judge Means may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

22. May I Speak at the Hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating your intention to appear in Williams et al. v. Virbac Corporation, et al., Civil No. 4:03-
CV-1461-Y. Be sure to include your name, address, telephone number, your signature, and the number of shares of Virbac common stock purchased or otherwise acquired between May 3, 2001 and November 12, 2003, inclusive. Your notice of intention to appear must be postmarked no later than ______, 2005, and be sent to the Clerk of the Court, Lead Counsel, and Defendants’ counsel, at the addresses listed in question 18. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What Happens if I Do Nothing at All?

If you do nothing, you will receive no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or the Released Persons about the same claims being released in this Settlement.

OBTAINING MORE INFORMATION

24. Are There More Details About the Settlement?

This Notice summarizes the proposed Settlement. More details are in the Stipulation of Settlement dated as of September 16, 2005. You can obtain a copy of the Stipulation of Settlement or more information about the Settlement by writing to Schiffrin & Barroway, LLP, 280 King of Prussia Road, Radnor, PA 19087, Cohen, Milstein, Hausfeld & Toll, P.L.L.C., 1100 New York Ave., Washington, DC 20005, calling 1-800-261-2291, or visiting www.gardencitygroup.com. You can also obtain a copy of the Stipulation of Settlement from the Clerk’s office at the United States District Court for the Northern District of Texas, 501 W. 10th Street, Fort Worth, TX 76102-3673, during regular business hours.

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE

SPECIAL NOTICE TO NOMINEES

If you hold shares of any Virbac common stock purchased or otherwise acquired between May 3, 2001 and November 12, 2003, inclusive, as nominee for a beneficial owner, then, the Court has Ordered that within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

Williams v. Virbac Corp. Sec. Litig.
c/o The Garden City Group, Inc.
Claims Administrator
PO Box 9000#6339
Merrick, NY 11566-9000

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claim Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

QUESTIONS? CALL 1-800-261-2291 OR VISIT:
WWW.gardencitygroup.com

-11-
EXHIBIT C
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MARTINE WILLIAMS, et al., §
Plaintiffs, §
v. §
VIRBAC CORPORATION, et al., §
Defendants. §

SUMMARY NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND SETTLEMENT HEARING

TO:  ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED VIRBAC
CORPORATION COMMON STOCK BETWEEN MAY 3, 2001 AND NOVEMBER
12, 2003, INCLUSIVE

YOU ARE HEREBY NOTIFIED that pursuant to a Court order, a hearing will be
held on __________, 2005, at ____ .m., before United States District Judge Terry R.
Means, at the United States Courthouse, 501 West 10th Street, Fort Worth, TX 76102-
3673, to determine: (1) whether the settlement of claims in the Action in the amount of
three million, one hundred and twenty-five thousand dollars ($3,125,000) in cash, plus
accrued interest (the “Settlement Fund”), should be approved as fair, reasonable, and
adequate to all the Settling Parties; (2) whether the proposed Plan of Allocation is fair,
reasonable, and adequate; (3) whether the application of Co-Lead Counsel for an award
of attorneys’ fees and expenses should be approved; and (4) whether the Action should be
dismissed with prejudice as set forth in the Stipulation of Settlement dated as of
September 16, 2005 and filed with the Court.
If you purchased or otherwise acquired Virbac common stock during the period from May 3, 2001 and November 12, 2003, inclusive, your rights may be affected by the settlement of this Action, including the release and extinguishment of claims you may possess relating to your purchase or acquisition of Virbac common stock during the class period. To share in the distribution of the Settlement Fund, you must establish your rights by filing a Proof of Claim and Release Form on or before __________, 2006.

If you desire to be excluded from the Class, you must file a request for exclusion by __________, 2005, in the manner and form explained in the detailed Notice of Pendency and Proposed Settlement of Class Action and Application for Attorneys’ Fees and Settlement Hearing. All members of the Class who have not requested exclusion from the Class will be bound by any judgment entered in the Action.

Any objection to the settlement, plan of allocation, or to the application for fees, costs, and expenses must be filed with the clerk of the Court no later than __________, 2005 and show due proof of service on each of the law firms below:

<table>
<thead>
<tr>
<th>Clerk of the Court</th>
<th>Daniel S. Sommers</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNITED STATES DISTRICT COURT</td>
<td>Julie Goldsmith Reiser</td>
</tr>
<tr>
<td>NORTHERN DISTRICT OF TEXAS</td>
<td>COHEN, MILSTEIN, HAUSFELD, &amp; TOLL, P.L.L.C.</td>
</tr>
<tr>
<td>United States Courthouse</td>
<td>1100 New York Ave., NW</td>
</tr>
<tr>
<td>501 West 10th Street</td>
<td>West Tower, Suite 500</td>
</tr>
<tr>
<td>Fort Worth, TX 76102-3673</td>
<td>Washington, DC 20005</td>
</tr>
<tr>
<td>Co-Lead Counsel for Plaintiffs</td>
<td></td>
</tr>
<tr>
<td>Charles W. Schwartz</td>
<td>Michael K. Yarnoff</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>SKADDEEN, ARPS, SLATE, MEAGHER &amp; FLOM, LLP</td>
<td>Kay E. Sickles</td>
</tr>
<tr>
<td>1600 Smith Street, Suite 4400 Houston, TX 77002</td>
<td>SCHIFFRIN &amp; BARROWAY, LLP</td>
</tr>
<tr>
<td>280 King of Prussia Road Radnor, PA 19087</td>
<td>Co-Lead Counsel for Plaintiffs</td>
</tr>
</tbody>
</table>

Counsel for Defendant Virbac S.A. and Pascal Boissy

<table>
<thead>
<tr>
<th>Elizabeth D. Whitaker</th>
<th>Counsel for Defendant Virbac Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michelle E. Roberts</td>
<td></td>
</tr>
<tr>
<td>Debra K. Thomas</td>
<td></td>
</tr>
<tr>
<td>Bracewell &amp; Giuliani LLP</td>
<td></td>
</tr>
<tr>
<td>500 N. Akard Street, Suite 4000 Dallas, TX 75201-3387</td>
<td></td>
</tr>
</tbody>
</table>

If you are a Member of the Class and have not received a detailed printed Notice of Pendency and Proposed Settlement of Class Action and a Proof of Claim and Release form, you may obtain copies by contacting the Claims Administrator:

Virbac Securities Litigation  
c/o The Garden City Group, Inc., Claims Administrator  
P.O. Box 9000 #6339 Merrick, NY 11566-9000  
(800) 261-2291  
www.gardencitygroup.com

Any inquiries about the Class Action can be made in writing to Co-Lead Counsel, at the addresses indicated above:

**DO NOT TELEPHONE EITHER THE COURT, THE CLERKS' OFFICES OR ANY REPRESENTATIVE OF VIRBAC REGARDING THIS NOTICE.**

BY ORDER OF THE UNITED STATES DISTRICT COURT, NORTHERN DISTRICT OF TEXAS
EXHIBIT D
IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

MARTINE WILLIAMS, et al., §
Plaintiffs, §
$ §
v. §
VIRBAC CORPORATION, et al., §
Defendants. §

CIVIL NO. 4:03-CV-1461-Y
[consolidated w/ 4:04-CV-037-Y]
ECF

ORDER AND FINAL JUDGMENT

The Stipulation and Agreement of Compromise, Settlement, and Release, dated as of September 16, 2005, (the “Stipulation”), of the above-captioned consolidated civil action (the “Action”), having been presented at the Settlement Hearing on ________________, 2005, pursuant to the Order for Preliminary Approval of Settlement of Class Action entered herein on ________________, 2005 (“Preliminary Approval Order”), which Stipulation was joined and consented to by all parties to the Action (the “Parties”) and which (along with the defined terms therein) is incorporated herein by reference.

The Court finds that Plaintiffs have asserted the following claims on behalf of the class: (1) violation of Section 10(b) of the Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder against Defendants Virbac Corporation (“Virbac” or the “Company”), Thomas L. Bell (“Bell”), Joseph A. Rougraff (“Rougraff”), and Pascal Boissy (“Boissy”); and (2) violation of Section 20(a) of the Exchange Act against Defendants Virbac S.A. and Bell, Rougraff, and Boissy.
The Court further finds that all Defendants have moved to dismiss and that briefing is complete on the motions to dismiss. The Defendants have asserted a number of defenses to this Action in their motions to dismiss, including the following: (1) that the Complaint does not state a fraud claim against any Defendant with the particularity required by FED. R. CIV. P. 9(b) or the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4 ("PSLRA"); (2) that the Complaint fails to plead adequately a false or misleading statement; and (3) that the Section 20(a) "control person" claims asserted are deficient, however this Judgment is not a ruling on the validity of Lead Plaintiff's claims and Defendants' defenses.

The Court, having determined that notice of said hearing was given in accordance with the Preliminary Approval Order to members of the Class as certified by the Court in the Preliminary Approval Order, and that said notice was the best notice practicable and was adequate and sufficient; and the Parties having appeared by their attorneys of record; and the attorneys for the respective Parties having been heard in support of the Stipulation and the settlement of the Action provided therein (the "Settlement"); and an opportunity to be heard having been given to all other persons desiring to be heard as provided in the notice; and the entire matter of the Settlement having been considered by the Court;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Court, for purposes of this Order and Final Judgment (the "Judgment"), adopts all defined terms as set forth in the Stipulation.

2. The Court has jurisdiction over the subject matter of the Action, the Lead Plaintiff, the other members of the Class, and the Defendants.
3. The Notice of Pendency and Proposed Settlement of Class Action, and Application for Attorneys’ Fees and Settlement Hearing (the “Notice”) has been given to the Class (as defined hereinafter), pursuant to and in the manner directed by the Preliminary Approval Order, proof of the mailing of the Notice was filed with the Court by Co-Lead Counsel, and full opportunity to be heard has been offered to all Parties, the Class, and persons in interest. The form and manner of the Notice is hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of FED. R. CIV. P. 23, and it is further determined that all members of the Class are bound by the Judgment herein.

4. Pursuant to FED. R. CIV. P. 23:

a. The Court specifically finds that (i) the Class, as defined below, is so numerous that joinder of all members is impracticable, (ii) there are questions of law and fact common to the Class, (iii) the claims of the Lead Plaintiffs are typical of the claims of the Class, (iv) the Plaintiffs will fairly and adequately protect the interests of the Class;

b. The Court finds that Lead Plaintiffs and Co-Lead Counsel have adequately represented the interests of the Class with respect to the Action and the claims asserted therein;

c. The Court finds that the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members, and that the class action is superior to other available methods for the fair and efficient adjudication of the controversy;

d. This Action is hereby certified as a class action on behalf of all persons who purchased or otherwise acquired Virbac common stock between May 3, 2001, and November 12, 2003, inclusive (the “Class”). Excluded from the Class are Defendants, officers and directors of the Company, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which any of the Defendants have or had a controlling interest;
5. The Settlement, and all transactions preparatory or incident thereto, are found to be fair, reasonable, adequate, and in the best interests of the Class, and it is hereby approved. The Parties to the Stipulation are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms and provisions; and the Clerk of this Court is directed to enter and docket this Judgment in the Action.

6. This Judgment shall not, in any event, be construed or deemed to be evidence of an admission or concession on the part of the Plaintiffs, any Defendant, any member of the Class, or any other person of any liability or wrongdoing by them, or any of them, and shall not be offered or received in evidence in any action or proceeding (except an action to enforce this Stipulation and settlement contemplated hereby), or be used in any way as an admission, concession, or evidence of any liability or wrongdoing of any nature, and shall not be construed as, or deemed to be evidence of, an admission or concession that Plaintiffs, any member of the Class, any present or former stockholder of Virbac, or any other person, has or has not suffered any damage.

7. The Lead Plaintiffs and each member of the Class, on behalf of themselves, their heirs, executors, administrators, successors and assigns, and any persons or entities they represent (the "Releasing Persons"), shall be deemed to have fully, finally, and forever compromised, settled, extinguished, dismissed, discharged, and released the Action and any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or not suspected, disclosed or undisclosed, hidden or concealed, matured or not matured,
that have been, could have been, or in the future could be asserted in the Action or in any
court, tribunal, or proceeding (including, but not limited to, any claims arising under
federal or state law relating to alleged fraud, breach of duty, or violations of the federal
securities laws or otherwise) by or on behalf of any member of the Class, whether
individual, class, legal, or equitable against Defendants, or any of their immediate
families, parent entities, associates, affiliates or subsidiaries, and each and all of their
respective past or present officers, directors, certificate holders, representatives,
employees, employers, attorneys, financial or investment advisors, consultants,
accountants, insurers, advisors or agents, heirs, executors, trustees, general or limited
partners or partnerships, personal representatives, estates, administrators, predecessors,
successors and assigns, and any of their respective employees, agents, affiliates or
controlling persons (collectively, the “Released Persons”) that (i) have been asserted in
this Action against any of the Released Persons, or (ii) could have been asserted in the
Action or any other forum by the Class Members or any of them against any of the
Released Persons, which arise out of, are based upon, or relate in any way to the
allegations, transactions, facts, matters or occurrences, representations, or omissions
involved, set forth, or referred to in the Action and are based upon or relate in any way to
the purchase or acquisition of Virbac common stock during the Class Period
(collectively, the “Released Claims”), with prejudice pursuant to the terms and conditions
set forth herein; provided, however, that the Released Claims shall not include the right
of any member of the Class, the Releasing Parties, or Released Persons to enforce the
terms of this Order or assert any claim derivatively on behalf of Virbac. It is the intention
of the Parties to extinguish all Released Claims, and, consistent with such intention, the
Class has waived its rights, to the extent permitted by law, under Section 1542 of the California Civil Code, or any other similar state law, federal law, or principal of common law, which may have the effect of limiting the release set forth above.

8. The release ordered hereby extends to claims that the Releasing Persons do not know or suspect to exist as of the effective date of the Settlement as defined in the Stipulation which, if known, might have affected any Releasing Person’s decision regarding the release contained in this Judgment. The Releasing Persons have acknowledged that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but have stated that it is their intention to fully, finally, and forever settle and release any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

9. Each of the Released Persons shall fully, finally, and forever compromise, settle, extinguish, dismiss, discharge, and release with prejudice each of the Releasing Persons and counsel for the Class from all claims that have arisen, or that may arise out of, or relate to the institution, prosecution, settlement, or resolution of the Action or the Settled Claims, including Unknown Claims. The Released Persons have acknowledged that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but have stated that it is their intention to fully, finally, and forever settle and release any and all claims released hereby, known or unknown, suspected or unsuspected, which now exist, or
hereofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts (the “Settling Defendants’ Claims”).

10. The Plan of Allocation is approved as fair and reasonable, and Co-Lead Counsel and the Claims Administrator are directed to administer the Stipulation in accordance with its terms and provisions.

11. The Court finds and concludes, pursuant to Section 27(c)(1) of the Securities Act of 1933 and Section 21D(c)(1) of the Securities Exchange Act of 1934, as amended by the PSLRA, 15 U.S.C. §§ 77z-1(c)(1), 78u-4(c)(1), that the Lead Plaintiffs, Co-Lead Counsel, Defendants, and Defendants’ Counsel have complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to any complaint, responsive pleading, or dispositive motion.

12. The Court finds that all Persons within the definition of the Class have been adequately provided with an opportunity to remove themselves from the Settlement by executing and returning a “request for exclusion” in conformance with the terms of the Stipulation. All persons who have requested exclusion from this Settlement in the manner described in the Notice are not bound by this Judgment. All persons who have opted out of this Action are identified on Exhibit 1 hereto.

13. In the event that the Settlement fails to become effective in accordance with its terms, or if this Judgment is reversed, vacated, or materially modified on appeal (and, in the event of material modification, if any party elects to terminate the Settlement), this Judgment (except this Paragraph) shall be null and void, the Settlement, except for ¶¶ 2, 11 of the Stipulation, shall be deemed terminated, and the parties shall return to their pre-settlement positions as provided for in the Settlement, except that (1)
any modifications, reversal, or vacation of the award of attorneys’ fees and expenses to Co-Lead Counsel on appeal or in any further motions in this Court shall in no way disturb or affect any other part of this Judgment, and (2) any further proceedings, whether in this Court or on appeal, related to the Plan of Allocation shall in no way disturb or affect any other part of this Judgment.

14. Only those Class members filing valid and timely Proofs of Claim and Release shall be entitled to participate in the Settlement and receive a distribution from the Settlement Fund. The Proof of Claim and Release to be executed by the Class Members shall further release all Released Claims against the Released Persons. All Class members shall, as of the Effective Date, be bound by the releases set forth herein whether or not they submit a valid and timely Proof of Claim and Release.

15. Co-Lead Counsel are hereby awarded attorneys’ fees of ___% of the Settlement Fund and reimbursement of expenses in the amount of $____________. The attorneys’ fees and expenses shall be paid to Co-Lead Counsel from the Settlement Fund with interest from the date such Settlement Fund was funded to the date of payment at the same net rate that the Settlement Fund earns. The award of attorneys’ fees shall be allocated among Plaintiffs’ Counsel in a fashion which, in the opinion of Co-Lead Counsel, fairly compensates Plaintiffs’ Counsel for their respective contributions in the prosecution of the Action.

16. In making this award of attorneys’ fees and reimbursement of expenses to be paid from the Settlement Fund, the Court has considered and found that:

a. the settlement has created a fund of $3,125,000 million in cash that is already on deposit, plus interest thereon, and that numerous Class members who submit acceptable Proofs of Claim will benefit from the Settlement created by Co-Lead Counsel;
b. Over ______ copies of the Notice were disseminated to putative Class members indicating that Co-Lead Counsel were moving for attorneys’ fees in the amount of up to ______% of the Settlement Fund and for reimbursement of expenses in an amount of approximately $_______ and ______ objections were filed against the terms of the proposed Settlement or the ceiling on the fees and expenses requested by Co-Lead Counsel contained in the Notice;

c. This Action involved numerous difficult issues related to liability and damages;

d. Co-Lead Counsel achieved this Settlement with skill, perseverance, and diligent advocacy for the Class;

e. Had Co-Lead Counsel not achieved the Settlement there would remain a significant risk that Lead Plaintiffs and the Class may have recovered less or nothing from the Defendants;

f. Co-Lead Counsel have devoted over ______ hours, with a lodestar value of $_______, to achieve the Settlement;

g. Co-Lead Counsel pursued this Action on a contingent basis;

h. Co-Lead Counsel have requested ___% of the Settlement Fund in attorneys’ fees, which is consistent with awards in similarly complex cases in this jurisdiction; and

i. This Settlement was negotiated at arm’s length, and no evidence of fraud or collusion has been presented.

17. Without affecting the finality of this Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the Action, the Lead Plaintiffs, the Class, and the Released Parties for the purposes of: (1) supervising the implementation, enforcement, construction, and interpretation of the Stipulation, the Plan of Allocation, and this Judgment; (2) hearing and determining any application by Co-Lead Counsel for an award of attorneys’ fees, costs, and expenses; and (3) supervising the distribution of the Settlement Fund.
SIGNED this ________ day of ________________ 2005.

____________________________________
JUDGE TERRY R. MEANS
UNITED STATES DISTRICT JUDGE