

**Exhibit A
Proposed Preliminary Approval Order**

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION**

DAN KOHL, *et al.*,
Plaintiff,

v.

LOMA NEGRA COMPANIA INDUSTRIAL
ARGENTINA SOCIEDAD ANONIMA, LOMA
NEGRA HOLDING GMBH, SERGIO FAIFMAN,
MARCO GRADIN, RICARDO FONSECA DE
MENDONÇA LIMA, LUIZ AUGUSTO KLE CZ,
PAULO DINIZ, CARLOS BOERO HUGHES,
DIANA MONDINO, SERGIO DANIEL
ALONSO, BRADESCO SECURITIES INC.,
CITIGROUP GLOBAL MARKETS INC., HSBC
SECURITIES (USA) INC., ITAU BBA USA
SECURITIES, INC., MERRILL LYNCH,
PIERCE, FENNER & SMITH INCORPORATED
AND MORGAN STANLEY & CO. LLC,

Defendants.

Index No. 653114/2018
Part 53

Hon. Andrew Borrok

~~EXHIBIT A~~

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT
AND PROVIDING FOR NOTICE**

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WHEREAS, on October 11, 2023, the Parties to the above-captioned action (the “Litigation”) entered into a Stipulation of Settlement (the “Stipulation”), which is subject to review by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the settlement and dismissal of the Litigation with prejudice; and the Court having read and considered the Stipulation and the accompanying documents in connection with the proposed Settlement; and the Parties having consented to the entry of this Order or an order in substantially the same form as the order attached to the Stipulation; and all capitalized terms used herein having the meanings defined in the Stipulation, unless otherwise defined;¹

NOW, THEREFORE, IT IS HEREBY ORDERED, this 30 day of November, 2023, that:

1. The Court preliminarily approves the Settlement and finds that:
 - a. the Settlement resulted from informed, extensive arm’s-length negotiations, including a mediation among Plaintiff and Defendants under the direction of a highly experienced mediator, David M. Murphy, Esq., of Phillips ADR; and
 - b. the Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class.²

¹ As used herein, the term “Parties” mean Plaintiff Dan Kohl (“Plaintiff”), on behalf of himself and the Settlement Class, and Defendants Loma Negra Compañía Industrial Argentina S.A. (“Loma” or the “Company”), Bradesco Securities Inc., Citigroup Global Markets Inc., HSBC Securities (USA) Inc., Itaú BBA USA Securities, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Morgan Stanley & Co. LLC (collectively, “Defendants”).

² As set forth in the Stipulation, “Settlement Class” means, consistent with the Court’s December 2, 2021 Order certifying the class in this Litigation (NYSCEF Doc. No. 147), all Persons and entities who purchased or otherwise acquired Loma’s American Depository Shares pursuant and/or traceable to the Registration Statement and Prospectus incorporated therein, as amended, issued by Loma in connection with its November 2017 Initial Public Offering. Excluded from the Settlement Class are: (a) Defendants; (b) the individuals originally named as defendants in the Litigation and members of their immediate families; (c) the respective parents and subsidiaries of Loma and the Underwriter Defendants; (d) the officers and directors of Loma and the Underwriter Defendants and their immediate families, (e) any entity in which any Defendant has or had a direct or indirect majority ownership interest; and (f) the legal representatives, heirs, successors, or assigns of any such excluded party. Notwithstanding any aforementioned exclusions from the definition of “Settlement Class,” Investment Vehicles shall not be excluded from the Settlement

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2. A settlement fairness hearing (“Settlement Hearing”) is hereby scheduled to be held before the Court at 60 Centre Street, Part 53, Courtroom 238, New York, New York 10007, on

April 10, 2024, at 2:00 p.m., for the following purposes:

- a. to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate and should be approved by the Court;
- b. to determine whether the Final Approval Order, as provided under the Stipulation and substantially in the form attached as Exhibit B thereto, should be entered;
- c. to determine whether the Judgment, as provided under the Stipulation and substantially in the form attached as Exhibit C thereto, should be entered following fulfillment of the conditions set forth in the Stipulation;
- d. to determine whether the proposed Plan of Allocation for the distribution of the Net Settlement Fund should be approved by the Court as fair, reasonable, and adequate;
- e. to consider Plaintiff’s Counsel’s Fee and Expense Application;
- f. to consider Plaintiff’s requests for a Plaintiff Award for his or its service on behalf of the Settlement Class or for his reasonable time, costs and expenses directly relating to the representation of the Settlement Class;
- g. to consider any objections or Requests for Exclusion (as defined below) received by the Court; and

Class. Also excluded from the Settlement Class is any Person who would otherwise be a Member of the Settlement Class, but who validly and timely has submitted, or submits, a Request for Exclusion in accordance with the requirements set by the Court.

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h. to rule upon such other matters as the Court may deem appropriate.

3. The Court may approve the Settlement with or without modification and with or without further notice to the Settlement Class and may adjourn or continue the Settlement Hearing or hold the Settlement Hearing via videoconference or telephone conference without further notice to the Settlement Class. The Court may enter the Final Approval Order and/or the Judgment approving the Stipulation regardless of whether it has approved the Plan of Allocation, Plaintiffs' Counsel's Fee and Expense Application, and Plaintiff's request for a Plaintiff Award. The Claims Administrator and Lead Counsel shall cause any change to the date, time, or manner of the Settlement Hearing to be posted on www.LomaNegraSecuritiesSettlement.com, a website dedicated to administration of this Settlement.

4. The Court approves the form, substance, and requirements of the Notice of Proposed Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto as Exhibits A-1, A-2, and A-3, respectively.

5. The Court approves the appointment of A.B. Data, Ltd. as the Claims Administrator to supervise and administer the Notice procedure in connection with the proposed Settlement, as well as the processing of Proofs of Claim as more fully set forth below.

6. The Claims Administrator shall cause the Notice and Proof of Claim, substantially in the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within twenty-one (21) calendar days of this Order, to all Persons who purchased or otherwise acquired publicly traded or publicly listed Loma American Depository Shares ("ADS") between November 1, 2017 and June 21, 2018, inclusive, and can be identified with reasonable effort. The Claims Administrator shall use reasonable efforts to give notice to nominee purchasers, such as brokerage

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firms and other Persons, who purchased or otherwise acquired Loma ADSs as record owners, but not as beneficial owners. Such nominee purchasers are directed, within fourteen (14) business days of their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to the beneficial owners who purchased or otherwise acquired publicly traded or publicly listed Loma ADSs between November 1, 2017 and June 21, 2018, inclusive or to provide the Claims Administrator with lists of the names and addresses of the beneficial owners who purchased or otherwise acquired publicly traded or publicly Loma ADSs between November 1, 2017 and June 21, 2018, inclusive, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim to the beneficial owners themselves shall send a statement to the Claims Administrator confirming that the mailing was made as directed. Additional copies of the Notice and Proof of Claim shall be made available to any record holder requesting such for the purpose of distribution to beneficial owners, and such record holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial owners.

7. Lead Counsel may cause to be paid from the Settlement Fund, without further approval from Defendants and/or order of the Court, Notice and Administration Expenses of up to \$150,000.

8. The Claims Administrator shall cause the Summary Notice to be published once over *PR Newswire* or another similar national newswire service, within ten (10) calendar days after the mailing of the Notice.

9. The Claims Administrator shall place the Stipulation, the Notice, and the Proof of Claim on www.LomaNegraSecuritiesSettlement.com, the website dedicated to administration of

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this Settlement, on or before the date that the Notice is mailed.

10. Lead Counsel shall, at least fourteen (14) calendar days before the Settlement Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim and proof of publication of the Summary Notice.

11. The form and content of the Notice and the Summary Notice, and the method set forth herein of notifying the Settlement Class of the Settlement and its terms and conditions, meet the requirements of New York law, due process, and all other applicable laws and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise the Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class. No Settlement Class Member will be relieved from the terms and conditions of the Settlement, including the releases provided pursuant thereto, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice.

12. In order to be entitled to participate in the Net Settlement Fund, in the event the Settlement is consummated in accordance with the terms set forth in the Stipulation, each Settlement Class Member shall take the following actions and be subject to the following conditions:

- a. Within 120 calendar days after such time as set by the Court for the Claims Administrator to mail the Notice to the Settlement Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims Administrator a completed Proof of Claim and Release, substantially in the form contained in Exhibit A-2 to the Stipulation and as approved by the Court,

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signed under penalty of perjury and supported by such documents as specified in the Proof of Claim and as are reasonably available to the Authorized Claimant. Proofs of Claim shall be timely submitted if they are postmarked (for U.S. Mail) or received by the private carrier (for FedEx, UPS, etc.), or electronically by the Claims Administrator, within 120 calendar days after such time as set by the Court for the Claims Administrator to mail the Notice to the Settlement Class.

- b. Except as otherwise ordered by the Court, all Settlement Class Members who fail to timely submit a Proof of Claim within such period, shall nonetheless be subject to and bound by the provisions of the Stipulation, and the Settlement and releases contained therein, shall be barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Defendant Party concerning any Released Claim, shall be bound by any judgment or determination of the Court affecting Settlement Class Members, including the Final Judgment and, shall be forever barred from receiving any payments pursuant to the Stipulation and Settlement set forth therein. Notwithstanding the foregoing, Lead Counsel may, in its discretion, accept for processing late submitted claims, so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. Lead Counsel may also, in its discretion, waive what Lead Counsel deems to be *de minimis* or formal or technical defects in any Proof of Claim submitted. In connection with processing the Proof of Claim, no discovery shall be allowed on the merits of the Litigation or Settlement. No Person shall have any claim against Plaintiff,

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Lead Counsel, or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted or technically deficient claims.

- c. As part of the submission of a Proof of Claim, each Settlement Class Member shall submit to the jurisdiction of the Court, with respect to the claim submitted, and shall (subject to effectuation of the Settlement) release all Released Claims as provided in the Stipulation.

13. Settlement Class Members shall be bound by all determinations and judgments in the Litigation, whether favorable or unfavorable, unless they request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Any Settlement Class Member who wishes to request exclusion from (*i.e.* “opt-out” of) the Settlement Class must submit a written request (“Request for Exclusion”) so that it is postmarked (for U.S. Mail) or received by the private carrier (for FedEx, UPS, etc.) or by email no later than March 20, 2024, which is twenty-one (21) calendar days before the Settlement Hearing. Such Request for Exclusion shall clearly indicate the name, address, and telephone number of the Person seeking exclusion, that the sender requests to be excluded from the Settlement Class, and must be personally signed by such Person. Such Persons requesting exclusion are also directed to state the number of shares of Loma ADSs (ticker symbol: “LOMA”) that they purchased or otherwise acquired pursuant or traceable to the Offering Materials, as well as the date(s) and price(s) of each purchase, acquisition, and/or sale of such securities, and to provide copies of documents (such as account statements or trading records) evidencing such transactions of Loma ADSs. The Request for Exclusion shall not be effective unless it is made in writing within the time stated above, and the exclusion is accepted by the Court. Any Settlement Class Member that submits a Request for Exclusion shall not be entitled to receive any payment out of the Net Settlement Fund, as described in the Stipulation and

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Notice. Nor may any Settlement Class Member that submits a Request for Exclusion be entitled to object to the Settlement. If a Settlement Class Member has previously submitted a valid Request for Exclusion in connection with the Notice of Pendency of Pendency of Class Action dated January 31, 2022 and disseminated in this Litigation, such Settlement Class Member need not submit another Request for Exclusion and the previously submitted Request for Exclusion shall have the same effect as if it were submitted in connection with the Notice directed to be disseminated by this Order.

14. The Court will consider objections to the Stipulation, the Settlement, the Plan of Allocation, Plaintiffs Counsel's Fee and Expense Application, and Plaintiffs' requests for a Plaintiff Award. Any Person wanting to object must do so in writing and may also appear at the Settlement Hearing.

- a. To the extent any Person wants to object in writing, such objections and any supporting papers, accompanied by proof of Settlement Class membership and the number of shares of Loma ADSs that the objecting Settlement Class Member purchased or otherwise acquired pursuant or traceable to the Offering Materials, as well as the date(s) and price(s) of each purchase, acquisition, and/or sale of such securities, and personally signed by the Person objecting, shall be filed with the Supreme Court of the State of New York, County of New York: Commercial Division, 60 Centre Street, New York, NY 10007 no later than March 20, 2024, which is twenty-one (21) calendar days before the Settlement Hearing. Before filing the objection, Settlement Class members must redact personal identifying information such as social security numbers, dates of birth, children's names, and financial account numbers in order

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to comply with 22 NYCRR § 202.5(e).

- b. Copies of all such papers must also be served no later than March 20, 2024, which is twenty-one (21) calendar days before the Settlement Hearing, to each of the following: Shannon L. Hopkins, Levi & Korsinsky, LLP, 33 Whitehall Street, 17th Floor, New York, NY 10004, on behalf of the Plaintiff and Settlement Class, Kimberly A. Havlin, White & Case LLP, 1221 Avenue of the Americas, New York, NY 10020, on behalf of Loma, and Grace J. Lee, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, on behalf of Bradesco Securities Inc., Citigroup Global Markets Inc., HSBC Securities (USA) Inc., Itaú BBA USA Securities, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated, and Morgan Stanley & Co. LLC.
- c. Objections will be deemed timely if they are postmarked (for U.S. Mail) or received by the private carrier (for FedEx, UPS, etc.) or emailed no later than March 20, 2024, which is twenty-one (21) days before the Settlement Hearing.
- d. If an objector hires an attorney to represent them for the purposes of making an objection, the attorney must both effect service of a notice of appearance on counsel listed above and file it with the Court by no later than March 20, 2024, which is twenty-one (21) days before the Settlement Hearing.
- e. A Settlement Class Member who files a written objection does not have to appear at the Settlement Hearing for the Court to consider the objection. If the

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Settlement Class Member intends to appear at the Settlement Hearing, the Settlement Class Member must state in writing in the objection the intent to appear in person, and shall identify any witnesses they may seek to call and exhibits they intend to offer at the Settlement Hearing, and shall include copies of any such exhibits, in the papers served, as set forth above, no later than March 20, 2024, which is twenty-one (21) days before the Settlement Hearing.

- f. Any Settlement Class Member who does not make their objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement set forth in the Stipulation, to the Plan of Allocation, to the Fee and Expense Award to Plaintiff's Counsel, and to the Plaintiff Award, unless otherwise ordered by the Court.
- g. The Parties may take discovery of any Settlement Class Member who objects concerning the objection and membership in the Settlement Class.

15. Any Settlement Class Member that submits a Request for Exclusion (including any Settlement Class Member that previously submitted a Request for Exclusion in response to the Notice of Pendency of Class Action dated January 31, 2022 and disseminated in this Litigation) may thereafter submit to the Claims Administrator and Plaintiffs' Counsel a written and signed revocation of that Request for Exclusion, provided that it is received no later than five (5) business days before the Settlement Hearing, in which event that Person will be included in the Settlement Class.

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16. All papers and/or briefs in support of final approval of the Settlement, Plan of Allocation, and Fee and Expense Application by Plaintiff's Counsel and Plaintiff's request for a Plaintiff Award shall be filed with the Court by Plaintiff at least fourteen (14) calendar days prior to the deadline in ¶14 for objections to be filed. All reply papers and/or briefs, including any in response to a filed objection, shall be filed and served at least seven (7) calendar days prior to the Settlement Hearing.

17. All funds held by the Escrow Agent shall be deemed and considered to be *in custodia legis* 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.

18. The Claims Administrator, Defendants' Counsel, and Plaintiff's Counsel shall promptly furnish each other with copies of any and all objections that come into their possession.

19. Pending final determination of whether the Settlement should be approved and entry of the Judgment, Plaintiff, all Settlement Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence, maintain, or prosecute, and are hereby barred and enjoined from instituting, continuing, commencing, maintaining, or prosecuting, any action in any court or tribunal that asserts Released Class Claims against any of the Released Defendant Parties. Unless and until the Stipulation is cancelled and terminated pursuant to its terms, all proceedings in this Litigation, 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 the Court.

20. All reasonable expenses incurred in identifying and notifying Settlement Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation and herein. In the event that (i) any such payments have been made from the Settlement Fund

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consistent with the Stipulation and (ii) the Settlement is not approved by the Court or otherwise fails to become effective, neither Plaintiff nor Plaintiff's Counsel shall have any obligation to repay any amounts actually and properly disbursed from the Settlement Fund, except as provided for in the Stipulation.

21. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and Plaintiff or Defendants elect to terminate the Settlement pursuant to its terms, then, in any such event, the Stipulation, including any amendment(s) thereof, shall be null and void and of no further force or effect (except to the extent otherwise expressly provided in the Stipulation), without prejudice to any Party, and may not be introduced as evidence or referred to in the Litigation, or in any action or proceeding by any Person for any purpose, and each Party shall be restored to his or its respective position as it existed on December 1, 2022.

22. Neither the Stipulation nor the terms of the Settlement, nor any of the negotiations or proceedings connected with it, nor this Order, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in the Litigation or of any liability, fault, or wrongdoing of any kind. Nor shall they be construed as an admission or concession by Defendants that any damages potentially recoverable in the Litigation would have exceeded the Settlement Amount, or that class certification is appropriate in this Litigation, except for purposes of the Settlement.

23. The Court retains exclusive jurisdiction over the Litigation to consider all further matters arising out of or connected with the Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Class.

IT IS SO ORDERED.


HON. ANDREW BORROK
J.S.C. 11/30/23

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DATED: _____, 2023

THE HONORABLE ANDREW BORROK, J.S.C