

of the Litigation with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, all defined terms contained herein shall have the same meanings as set forth in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court hereby certifies the following class for settlement purposes only:

All Persons who purchased Coast common stock between January 21, 2005 and January 22, 2007, inclusive. Excluded from the Class are the Settling Defendants, members of the immediate families of the Settling Defendants, the former and current directors, officers, subsidiaries and affiliates of Coast, as well as any person, firm, trust, corporation, officer, director or other individual or entity in which any Settling Defendant has a controlling interest and the legal representatives, affiliates, heirs, successors-in-interest, or assigns of any such excluded party. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class pursuant to the Notice of Pendency and Proposed Settlement of Class Action.

2. With respect to the Class, this Court finds that: (a) the members of the Class are so numerous that joinder of all Class Members is impracticable; (b) there are questions of law and fact common to members of the Class which predominate over any individual questions; (c) the claims of Lead Plaintiffs are typical of the claims of the Class; (d) Lead Plaintiffs and their counsel have fairly and adequately represented and protected the interests of the respective members of the Class; 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

concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the class action.

3. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of settlement only, the Court certifies Troy Ratcliff, Daniel Altenburg and Denis J. Villere & Co. LLC as Class Representatives for the Class.

4. The Court does hereby preliminarily approve the Stipulation and the settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

5. A hearing (the “Settlement Hearing”) shall be held before this Court on May 29, 2009, at 9:00 a.m., at the United States District Court for the Middle District of Florida, Tampa Division, Sam M. Gibbons United States Courthouse, 801 N. Florida Avenue, Tampa, Florida 33602 in Courtroom 15B to determine whether the proposed settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to the Class and should be approved by the Court; whether a Judgment as provided in ¶1.10 of the Stipulation should be entered herein; whether the proposed Plan of Allocation should be approved by the Court; to determine the amount of attorneys’ fees and expenses that should be awarded to Lead Counsel; and whether the expenses of the Lead Plaintiff should be reimbursed. The Court may adjourn the Settlement Hearing without further notice to members of the Class.

6. The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”) and Summary Notice for publication annexed as Exhibits A-1 and A-3 hereto and finds that the mailing and distribution of the

Notice and publishing of the Summary Notice substantially in the manner and form set forth in ¶8 of this Order meet the requirements of Federal Rule of Civil Procedure 23, §27(a)(7) of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), as amended, including by the Private Securities Litigation Reform Act of 1995 (“PSLRA”), §21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended, including by the PSLRA, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

7. The firm of Saxena White, P.A. is appointed to act as Escrow Agent for the Settlement Fund, pursuant to the terms agreed to in the Stipulation.

8. The firm of RSM McGladrey, Inc. (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) The Settling Defendants shall cooperate in making Coast transfer records and shareholder information available to the Claims Administrator for the purpose of identifying and giving notice to the Class.

(b) The Claims Administrator shall make reasonable efforts to identify all Persons who are members of the Class, and not later than March 6, 2009 (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice substantially in the form annexed as Exhibit A-1 hereto, to be mailed by first class mail to all Class Members who can be identified with reasonable effort;

(c) Not later than March 16, 2009, the Claims Administrator shall cause the Summary Notice to be published once in the national edition of *Investor’s Business Daily*; and

(d) At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall cause to be served on Settling Defendants' counsel and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

9. Nominees who purchased or acquired Coast common stock for the beneficial ownership of Class Members during the Class Period shall send the Notice to all beneficial owners of such securities within ten (10) days after receipt thereof, or send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the Notice and Administration Fund, 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.

10. All members of the Class shall be bound by all determinations and judgments in the Litigation concerning the settlement, whether favorable or unfavorable to the Class.

11. Pending final determination of whether the Stipulation should be approved, Plaintiffs' Counsel, Lead Plaintiff, and any Class Member are barred and enjoined from commencing or prosecuting any action asserting any Released Claims against any Released Parties.

12. Class Members who wish to participate in the Settlement shall complete and submit a Proof of Claim and Release ("Proof of Claim") form in accord with the instructions contained therein. Unless the Court orders otherwise, all Proof of Claim forms must be

postmarked no later than one hundred twenty (120) days from the Notice Date or the first business day thereafter if the 120th day falls on a weekend day or national holiday. Any Class Member who does not submit a Proof of Claim within the time provided for shall not only be barred from sharing in the distribution of the proceeds of the Settlement Fund, unless otherwise ordered by the Court, but shall also be bound by all determinations and judgments in the Litigation concerning the Settlement, whether favorable or unfavorable to the Class. Notwithstanding the foregoing, Lead Counsel shall have discretion to accept late-submitted claims for processing by the Claims Administrator so long as the distribution of the Settlement Fund is not materially delayed thereby.

13. Any member of the Class may enter an appearance in the Litigation, at their own expense, individually or through counsel of their own choice, in which case such counsel must file with the Clerk of the Court and deliver to Lead Counsel and Settling Defendants' counsel a notice of such appearance. If they do not enter an appearance, they will be represented by Lead Counsel.

14. All papers in support of the Settlement, the Plan of Allocation and any application by counsel for Lead Plaintiffs for attorneys' fees and expenses shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

15. Any Person falling within the definition of the Class may, upon request, be excluded from the Class. Any such Person must submit to the Claims Administrator a request for exclusion ("Request for Exclusion"), received no later than May 8, 2009. A Request for Exclusion must state: (a) the name, address, and telephone number of the Person requesting exclusion; (b) each of the Person's purchases and sales of Coast common stock made during the Class Period, including the dates of purchase or sale, the number of shares,

and the price paid or received for each such purchase or sale; and (c) 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, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment entered in the Litigation.

16. Any member of the Class may appear and show cause, if he, she or it has any, why the proposed settlement of the Litigation should or should not be approved as fair, reasonable and adequate, or why a judgment should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why attorneys' fees and expenses should or should not be awarded to Lead Counsel or the expenses of Lead Plaintiffs reimbursed; provided, however, that no Class Member shall be heard or entitled to contest such matters, unless that Class Member has delivered by hand or sent by first class mail written objections and copies of any papers and briefs such that they are received on or before May 8, 2009 by Coughlin Stoia Geller Rudman & Robbins LLP, Jeffrey D. Light, 655 W. Broadway, Suite 1900, San Diego, CA, 92101; Saxena White P.A., Maya Saxena, 2424 N. Federal Highway, Suite 257, Boca Raton, FL, 33431; Carlton Fields PA, Samuel J. Salario, Jr., 4221 W. Boy Scout Boulevard, Tampa, FL, 33609; Battaglia, Ross, Dicus & Wein, P.A., Stephen J. Wein, 980 Tyrone Boulevard, St. Petersburg, Florida, 33643; Hill, Ward & Henderson P.A., Benjamin H. Hill III, Bank of America Plaza, 101 East Kennedy Boulevard, Suite 3700, Tampa, FL, 33602; Fowler White Boggs P.A., Gianluca Morello, 501 E. Kennedy Boulevard, Suite 1700, Tampa, FL 33602 and filed with the Clerk of the United States District Court Middle District of Florida, Tampa Division, on or before May 8, 2009. Any Person who does not make his, her or its 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 proposed settlement as set forth in the Stipulation, to the Plan of Allocation and to the award of attorneys' fees and reimbursement of expenses to counsel for the plaintiffs or the expenses of Lead Plaintiffs unless otherwise ordered by the Court.

17. The passage of title and ownership of the Settlement Fund to the Escrow Agent in accord with the terms and obligations of the Stipulation is approved. No person that is not a Class Member or Lead Counsel shall have any right to any portion of, or interest in the distribution of, the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

18. 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.

19. Neither the Settling Defendants and their Related Parties nor Settling Defendants' counsel shall have any responsibility for any Plan of Allocation or any application for attorneys' fees or reimbursement of expenses submitted by Lead Counsel or Lead Plaintiffs, and such matters will be considered separately from the fairness, reasonableness and adequacy of the Settlement and shall not constitute grounds for the termination or cancellation of the Stipulation or the Settlement.

20. All reasonable expenses incurred in identifying and notifying Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the settlement is not approved by the Court, or otherwise fails to become

effective, neither the Lead Plaintiffs nor any of their counsel shall have any obligation to repay any amounts incurred or properly disbursed beyond those set forth in the Stipulation.

21. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by the Settling Defendants of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind.

22. In the event that the settlement contemplated by the Stipulation is disapproved by the Court or any appellate court, or is terminated by any of the Settling Parties, or otherwise fails to become effective for any reason, and the Settling Parties revert to litigation of these consolidated actions, nothing in this Order shall be deemed to limit, prohibit, or preclude the Settling Defendants from arguing that certification of a class would be inappropriate for purposes of litigation, or to limit, prohibit, or preclude the Court from considering those arguments.

23. The Court reserves the right to adjourn the date of the Settlement Hearing without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed settlement. The Court may approve the settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

DONE AND ORDERED at Tampa, Florida, on February 20, 2009.

s/Richard A. Lazzara

RICHARD A. LAZZARA
UNITED STATES DISTRICT JUDGE

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Counsel of Record