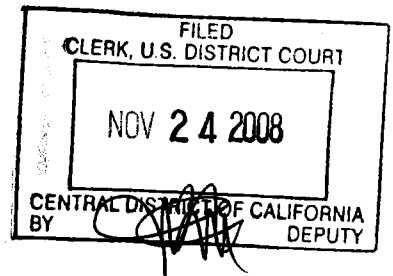


1 Daniel Hume (admitted *pro hac vice*)  
 dhume@kmlp.com  
 2 David Kovel (admitted *pro hac vice*)  
 dkovel@kmlp.com  
 3 Beverly Tse (SBN 237240)  
 btse@kmlp.com  
 4 **KIRBY McINERNEY LLP**  
 825 Third Avenue, 16<sup>th</sup> Floor  
 5 New York, New York 10022  
 Telephone: (212) 371-6600  
 6 Facsimile: (212) 751-2540



7 Attorneys for Plaintiffs and  
 Co-Lead Counsel for the Certified Plaintiff Class  
 8

9 **UNITED STATES DISTRICT COURT**  
 10 **CENTRAL DISTRICT OF CALIFORNIA**

11 IN RE:  
 12 REFORMULATED GASOLINE  
 13 (RFG) ANTITRUST & PATENT  
 LITIGATION,  
 14  
 15 This document relates to:  
 16 ALL ACTIONS  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

MDL Case No. 05-1671 CAS (VBKx)  
 The Honorable Christina A. Snyder  
**Class Action**  
**[PROPOSED] ORDER OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**  
 Appearance Date: November 24, 2008  
 Time: 10:00 a.m.  
 Courtroom: 5

1           WHEREAS, this action is pending before this Court as a class action; and  
2           WHEREAS, the Court, having fully read and considered the Motion For  
3 Final Approval Of Settlement, supporting Points And Authorities, supporting  
4 Declarations, and the Stipulation of Settlement (the “Stipulation” or “Settlement”),  
5 which, together with the exhibits annexed thereto, sets forth the terms and  
6 conditions for a proposed settlement and dismissal of the Federal and State Court  
7 Actions (as defined in the Settlement) with prejudice upon the terms and  
8 conditions set forth therein;

9           WHEREAS, the Court held a fairness hearing on the Settlement on  
10 November 24, 2008, at which the Court heard argument from the parties and any  
11 objectors who complied with the conditions set forth in the Class Notice;

12           WHEREAS, the Court has carefully reviewed and considered all objections  
13 submitted to the proposed Settlement, copies of which are attached hereto  
14 collectively as Exhibit A;

15           THE COURT HEREBY MAKES THE FOLLOWING  
16 DETERMINATIONS AND ORDERS:

17           1. This Order incorporates by reference the definitions in the Stipulation,  
18 and all terms defined therein shall have the same meaning in this Order as set forth  
19 in the Stipulation.

20           2. Notice has been provided to the Class pursuant to the Notice Plan  
21 approved by the Court in its Preliminary Approval Order.

22           3. The Court finds that the Settlement filed and incorporated herein by  
23 this reference and made a part of this Order of Final Approval, is fair, adequate and  
24 reasonable to Class Members when balanced against the probable outcome of  
25 further litigation relating to liability and damages issues and potential appeals of  
26 rulings; that significant discovery, investigation, research, and litigation has been  
27 conducted such that counsel for the parties at this time are able to reasonably  
28

1 evaluate their respective positions; that settlement at this time will avoid  
2 substantial costs, delay and risks that would be presented by the further prosecution  
3 of the litigation; that the proposed Settlement has been reached as a result of  
4 intensive, serious and non-collusive negotiations between the parties.  
5 Accordingly, good cause appearing, the Motion For Final Approval Of Settlement  
6 is hereby GRANTED.

7 4. Consistent with the Court's Order of March 27, 2007 and the  
8 definitions provided in the Stipulation, the term "Class" means: "All consumers  
9 who purchased CARB-Compliant summertime reformulated gasoline in the State  
10 of California at any time during the period from January 1995 to and including  
11 August 11, 2005. Excluded from the class are governmental entities, defendants,  
12 their [alleged] co-conspirators, along with all of their respective parents,  
13 subsidiaries, and/or affiliates, and any and all judges and justices assigned to hear  
14 any aspect of this litigation." Further, the term "Class Members" includes each  
15 and every member of the Class who has not timely and validly elected to be  
16 excluded from the Class.

17 5. The Settlement is not a concession or admission, and shall not be used  
18 against Defendant or any of the Released Parties as an admission or indication with  
19 respect to any claim of any fault or omission by Defendant or any of the Released  
20 Parties. Neither the Settlement, nor any document, statement, proceeding or  
21 conduct related to the Settlement, nor any reports or accounts thereof, shall in any  
22 event be:

23 a. Construed as, offered or admitted in evidence as, received as or  
24 deemed to be evidence for any purpose adverse to the Released Parties, including,  
25 but not limited to, evidence of a presumption, concession, indication or admission  
26 by Defendant or any of the Released Parties of any liability, fault, wrongdoing,  
27 omission, concession or damage; or

