

Gross LLP; as co-lead counsel (“Lead Counsel”); and Milberg Weiss & Bershad LLP (now, Milberg LLP) as Liaison Counsel; and

WHEREAS, other plaintiffs (also parties to this Settlement Agreement) have filed complaints in various Superior Courts in the State of California, now coordinated as *CARB Complaint Gasoline Cases II*, Case No. JCCP 4449 [Los Angeles County Superior Court Case Nos. BC324356 (*Carlos Lossada v. Union Oil Co. of Calif.*) and BC335521 (*William Jordan, et al. v. Union Oil Co. of Calif.*), and San Francisco Superior Court Case No. CG04-436215 (*Haro v. Union Oil Co. of Calif.*)] (collectively, the “State Court Action”) making substantially similar allegations and purporting to represent a class substantially similar to that set forth in Paragraph 1 below (defined as the “Class”); and

WHEREAS, by court order, the State Court Action has been stayed, with the exception of joint discovery taken in the Federal Court Action, no class has yet been certified, and the State Court Action will be dismissed with prejudice upon final approval of this Settlement by the Court in the Federal Court Action; and

WHEREAS, plaintiffs in the Federal Court Action and the State Court Action (collectively, “Plaintiffs”) and their counsel have litigated their claims and potential claims against Defendants through investigation, motion practice, and extensive discovery; and

WHEREAS, arm’s-length settlement negotiations have taken place between counsel for Plaintiffs and counsel for Defendants, in part with the assistance of a mediator, the result of which is this Settlement Agreement, which embodies all of the terms and conditions of the settlement between Defendants and Plaintiffs, both individually and on behalf of the Class, subject to the final approval of the Court; and

WHEREAS, Plaintiffs' counsel have concluded, after investigation of the facts and after carefully considering the circumstances of the Federal Court and State Court Actions and the applicable law, that it would be in the best interests of Plaintiffs and the Class to enter into this Settlement Agreement in order to avoid the uncertainties and inevitable delay of further litigation, particularly complex litigation such as this, and to assure a benefit to the Class; and

WHEREAS, Plaintiffs' counsel all consider this Settlement to be fair, reasonable, adequate and in the best interests of Plaintiffs and all members of the Class; and

WHEREAS, Defendants have concluded that, despite their position that they have not committed the wrongdoing alleged by Plaintiffs, that Plaintiffs will ultimately be unable to prove their allegations, that Defendants are not liable for the claims asserted in the Federal Court or State Court Actions, and that they have good defenses to Plaintiffs' claims, they will nevertheless enter into this Settlement Agreement to avoid the further expense, inconvenience and burden of this protracted litigation, and the distraction and diversion of their personnel and resources, and thereby put to rest this controversy, and avoid the risks inherent in complex litigation, however improbable any negative outcome;

IT IS THEREFORE STIPULATED AND AGREED by and among the undersigned counsel that the Federal Court Action and the State Court Action shall all be settled and compromised and dismissed on the merits and with prejudice, subject to approval of the Court pursuant to Rule 23(3) of the Federal Rules of Civil Procedure and subject to the following terms and conditions:

Definitions

1. The "Class" (as certified by the Court on March 27, 2007) is defined as follows:

All consumers who purchased CARB-compliant summertime reformulated gasoline in the State of California at any time during the period from January 1995 to and including August 11, 2005. Excluded from the class are governmental entities, defendants, their [alleged] co-conspirators, along with all of their respective parents, subsidiaries and/or affiliates, and any and all judges and justices assigned to hear any aspect of this litigation.

2. "Class Member" means each and every member of the Class who does not timely and validly elect to be excluded from the Class.

3. "Releasees" or "Releasee" shall refer, jointly and severally, individually and collectively, to the Defendants; their present and former direct and indirect parents, subsidiaries, divisions, affiliates, partners or associates (as defined in SEC Rule 12b-2 promulgated pursuant to the Securities Exchange Act of 1934) of Defendants; the present and former stockholders, officers, directors, employees, attorneys, agents and representatives of any of the foregoing entities; and the predecessors, heirs, executors, administrators, successors and assigns of any of the foregoing individuals or entities.

4. "Releasers" or "Releasor" shall refer, jointly and severally, individually and collectively, to the Plaintiffs, the Class Members, to any person or entity asserting claims on behalf of the general public in California, and to any of their respective past and present officers, directors, employees, agents, stockholders, attorneys, servants, representatives, trustees, parents, associates, subsidiaries, affiliates, partners, heirs, executors, administrators, purchasers, predecessors, successors, assigns and insurers.

5. "Execution Date" means the date on which this Settlement Agreement shall have been signed by all of the undersigned counsel for the parties and those Plaintiffs whose names appear below.

6. "Effective Date" means the date by which all of the following shall have occurred: (a) the Court has finally approved this Settlement Agreement as to Defendants; (b) the Court has entered a final judgment in the Federal Court Action approving this Settlement Agreement and dismissing with prejudice the claims of Plaintiffs and the Class Members against the Defendants; (c) the State Court Action has been dismissed with prejudice; and (d) there has occurred final affirmance on appeal of, the final dismissal of an appeal from, or the expiration (without the filing or noticing of an appeal) of the time to appeal from the final judgment in the Federal Court Action.

Authorization and Best Efforts

7. The undersigned counsel represent that they are fully authorized to enter into the terms and conditions of, and to execute, this Settlement Agreement, and on behalf of their respective clients agree that the parties and their counsel shall undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other steps and efforts which may become necessary by orders in the Federal Court Action, the State Court Action, or otherwise, to effectuate this Settlement Agreement, including cooperating in seeking to secure within a reasonable time preliminary approval of this Settlement Agreement and, subsequently, final approval of this Settlement Agreement and the dismissal with prejudice of both the Federal Court Action and the State Court Action. To that end, the parties shall use their best efforts to obtain Court approval of the settlement as set forth in Paragraphs 15 through 20 below.

The Settlement Fund

8. In full and complete settlement of all claims which have been, might have been, are now or could be asserted in the Federal Court Action or State Court Action by Plaintiffs and the Class against Defendants and other Releasees, Defendants shall cause

to be paid a total of \$48,000,000 (this initial amount, and any interest earned and added to it pursuant to Paragraph 9 below, the "Settlement Fund"). Within 30 days of the Execution Date, or 3 court days of the Court's grant of Preliminary Approval, whichever comes later, Defendants shall cause such funds to be deposited as described below. Such funds are to be used solely for *cy pres* purposes pursuant to the terms of this Settlement Agreement after the deduction of all Court-authorized attorneys' fees and costs, including the costs of reasonable notice, administration and tax expenses, and incentive awards to plaintiffs, unless returned in accordance with Paragraph 27 below.

9. The parties agree that the Settlement Fund shall be placed in an interest-bearing account (the "Settlement Account") at such financial institution as the parties shall agree. The Settlement Account and all interest accruing thereon shall be subject to the jurisdiction of the Court and will remain subject to the jurisdiction of the Court until such time as it is distributed or returned pursuant to this Settlement Agreement. Any interest earned on the Settlement Fund shall become and remain a part of the Settlement Fund.

10. In no event shall Defendants be obligated to pay anything in excess of the Settlement Fund under this Settlement Agreement. Other than the approval rights concerning *cy pres* recipients set forth in Paragraph 14 below, and attorneys' fee awards set forth in Paragraphs 12 and 13 below, Defendants shall have no obligation, interest in, or responsibility with respect to the allocation, administration or distribution of the Settlement Fund. Plaintiffs' Counsel shall designate one counsel from the Federal Court Action and one counsel from the State Court Action as signatories on the Settlement Account (the "Co-Escrow Agents"). The Co-Escrow Agents hereby agree to hold

harmless, defend and indemnify Defendants and Releasees from any liability or claim whatsoever arising from the allocation, administration and/or distribution of the Settlement Fund.

11. Except as provided for in Paragraphs 22 and 27 below, the Defendants shall not be liable for any attorneys' fees or expenses of the litigation of the Federal Court Action or State Court Action, or any predecessor complaints or actions on behalf of Plaintiffs and the Settlement Class, or for settlement-related fees and expenses, including without limitation: (a) those of any of Plaintiffs' counsel, experts, consultants, agents and representatives; (b) those incurred in providing notice to the Settlement Class; or (c) those incurred in administering the settlement or distributing the Settlement Fund, including without limitation the compensation, costs and expenses of any claims administrator.

12. (a) Defendants agree that counsel for the Plaintiffs and the Class shall be entitled to such attorneys' fees and costs as the Federal Court may award from the Settlement Fund. Defendants will not object to an aggregate award of attorneys' fees totaling up to one-third of the Settlement Fund including any interest accrued by the time of fee distribution from the Settlement Fund, plus reimbursement of all Court-approved expenses.

(b) All such fees and costs shall be paid only from the Settlement Fund, which requires the designated signatures of the Co-Escrow Agents. Counsel for Plaintiffs agree, and Defendants do not oppose, that any dispute among counsel for Plaintiffs as to the allocation and division of any aggregate attorneys' fee award that

cannot be resolved by negotiation or alternative dispute resolution agreed to by Plaintiffs' counsel shall be submitted to the Court for disposition.

(c) Defendants will not oppose a request by Plaintiffs' counsel for the payment of incentive awards to each named plaintiff in the Federal Court Action and the State Court Action from the Settlement Fund not to exceed \$2,500 for each such plaintiff.

(d) Any order of the Court making or relating to an application or award of attorneys' fees and expenses to Plaintiffs' counsel and/or for the payment of incentive awards to named plaintiffs shall not affect the approval or finality of this Settlement or the validity, effectiveness or enforceability of the releases set forth herein.

(e) Plaintiffs' counsel also may apply to the Court for payment of their reasonable fees and expenses in connection with administration of the Settlement, including the *cy pres* fund.

13. At the hearing on final approval of the Settlement, Plaintiffs' counsel may also request entry of an Order approving Plaintiffs' counsel's application for an aggregate award of attorneys' fees and expenses, consistent with the notice sent to members of the Class in connection with this Settlement. Any aggregate award of attorneys' fees and expenses to Plaintiffs' counsel shall be paid exclusively from the Settlement Fund. The aggregate attorneys' fees, expenses and costs, including the fees of experts and consultants, if any, as awarded by the Court, shall be payable to Plaintiffs' counsel from the Settlement Fund, as ordered, immediately after the Court executes an order awarding such fees and expenses, notwithstanding any appeal thereof, subject to the obligation of each Plaintiffs' Counsel to make appropriate refund repayments to the Settlement Fund as more particularly set forth below. In the event that the Effective Date does not occur, or

the Judgment or the order making the fee and expense award is reversed or modified, or the Stipulation is terminated, and in the event that any fee and expense award has been paid to any extent, then Plaintiffs' counsel shall, within ten (10) business days from receiving notice from counsel for Defendants or from a court of appropriate jurisdiction, refund to the Settlement Fund, any fees, expenses and costs previously paid or otherwise transferred to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund, (a) in the full amount if the Effective Date does not occur or the Stipulation is terminated, or (b) in such other amount corresponding to that portion of any fee and expense award that is reversed or modified. Plaintiffs' counsel, as a condition of receiving such fees and expenses prior to the expiration or resolution of any appeals, shall secure the repayment obligations set forth above with a letter of credit or bond from a financial institution acceptable to Defendants, which shall be payable to Defendants upon presentation and demand, in the event the Effective Date is not attained, or if either (a) the judgment finally approving this Settlement Agreement and dismissing with prejudice the claims of Plaintiffs and the members of the class in the Federal Court Action, or (b) the judgment of dismissal with prejudice in the State Court Action, is materially modified or set aside on appeal.

Cy Pres

14. The Settlement Fund shall be distributed in the form of a *cy pres* payment to one or more qualified recipients to be agreed upon by the parties (such agreement not to be unreasonably withheld) and by the Court. The *cy pres* distribution shall be designed to achieve a fuel or air emissions benefit to the Class. The distribution shall not be designed to benefit either the interests of the Defendants or Chevron Corporation. Defendants and Chevron undertake their obligations under this Settlement Agreement in

addition to their existing charitable giving, monetary contribution to fuel emissions and clean air programs, and participation in fuel emissions and clean air programs in or relating to California. Defendants and Chevron will not reduce such giving and contribution because of this Settlement.

Approval of Agreement, Notice and Dismissal With Prejudice

15. As soon as practicable, Plaintiffs' counsel in the Federal Court Action will take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement and the terms of the settlement as set forth herein, together with the dismissal of the Federal Court Action, with prejudice, as to Defendants including but not limited to, filing motions with the Court for preliminary and final approval of the settlement. Defendants must review and approve those motions prior to filing and such approval shall not be unreasonably withheld.

16. As soon as practicable following the filing of the Motion for Preliminary Approval in the Federal Court Action, Plaintiffs' counsel in the State Court Action will take all necessary steps to notify the State Court of the Settlement Agreement and the pending Motion for Preliminary Approval and, consistent with the guidance provided by the State Court, dismiss the State Court Action with prejudice upon final approval of the Settlement Agreement in Federal Court. Plaintiffs' counsel in the State Court Action shall prepare the necessary dismissals with prejudice and supporting declarations which shall be filed immediately upon final approval of the Settlement Agreement in Federal Court. Defendants must review and approve the dismissals and any supporting papers prior to filing, and such approval shall not be unreasonably withheld.

17. The Motion for Preliminary Approval shall include proposed forms of notice to be disseminated to members of the Class through publication, or other court-

approved means, a proposed order preliminarily approving the settlement, and identify the proposed *cy pres* recipient(s).

18. If the Court finally approves the Settlement Agreement, Plaintiffs and Defendants shall jointly seek entry of an order and final judgment, in a form which Plaintiffs and Defendants shall agree upon, which shall include findings, subject only to non-material modification by the Court:

(a) Approving finally the settlement provided in this Settlement Agreement as being a fair, reasonable and adequate settlement as to the Class Members;

(b) Directing that the Federal Court Action be dismissed with prejudice as to Defendants and, except as provided for in this Settlement Agreement, without costs;

(c) Making as a condition the dismissal with prejudice of the State Court Action;

(d) Releasing the Defendants and other Releasees as set forth herein;

(e) Finding adequate notice has been provided to the Class;

(f) Determining there is no just reason for delay and directing the entry of judgment of dismissal with prejudice as to Defendants; and

(g) Reserving exclusive jurisdiction over the Settlement and this Settlement Agreement, including the administration and consummation of the Settlement, to the Federal District Court for the Central District of California.

19. Plaintiffs and each of Plaintiffs' counsel agree that, if any member of the Class timely and validly elects to exclude himself/herself/itself from the Settlement Class

("Opt-Out"), Plaintiffs' counsel will schedule the final approval hearing no earlier than thirty (30) business days after the date fixed by the Court for Opt-Out.

20. This Settlement Agreement, whether or not it shall receive final approval or result in a final judgment, and any and all negotiations and discussions associated with it, shall not in any event be construed or be deemed to be an admission or concession on the part of Defendants or anyone acting on their behalf of any liability or wrongdoing whatsoever or as any evidence of any violation by Defendants of any statute or law or the truth or merit of any of the Plaintiffs' allegations in any of the Actions. Neither this Settlement Agreement nor any negotiations or proceedings in pursuance of the settlement, shall be offered or received in the Federal Court Action or State Court Action or any other action or proceeding as an admission or concession of liability or wrongdoing whatsoever on the part of the Defendants or anyone acting on their behalf or as any evidence of any violation by the Defendants of any statute or law, with the sole exception of any action or motion to enforce or implement this Settlement Agreement.

Right of Exclusion and to Object; Option to Terminate Settlement Agreement

21. The parties to this Settlement Agreement contemplate and agree that, prior to final approval of this Settlement Agreement, appropriate notice: (a) of the Settlement; (b) of a hearing at which the Court will consider the approval of this Settlement Agreement; and (c) of the right of members of the Class to elect to Opt-Out or to object, will be given to members of the Class. Within ten (10) business days after the date fixed by the Court for Opt-Out, Plaintiffs' counsel shall provide, in writing, to Defendants' counsel and the Court, a complete list of any Opt-Outs.

22. If requests for Opt-Out exceed the amount set forth in Appendix A hereto, which shall remain confidential among the parties to this Agreement and be filed

separately under seal in the event any copy of Appendix A is required to be provided to the Court, then Defendants have the option, in their sole discretion, to terminate this Agreement. Such option shall be exercised, if at all, within fifteen (15) business days of receipt of the list of Opt-Outs by service of written notice on Plaintiffs' counsel by facsimile or overnight courier and by filing a copy of such notice with the Court. In the event Defendants exercise their option to terminate this Settlement Agreement, (a) this Settlement Agreement shall be null and void, and shall have no further force or effect and shall be without prejudice to the rights and contentions as between Defendants, the Plaintiffs and the Class in the Federal Court Action or the State Court Action; and (b) the Settlement Fund, plus interest thereon, less disbursements for notice to the Class, and payment of taxes and any related expenses actually incurred, if any, shall be refunded to the Defendants. The Co-Escrow Agents shall be promptly so notified and instructed, and shall deliver such reimbursement to the Defendants on or before the expiration of fifteen (15) business days of such notification.

Taxes

23. The Settlement Fund is intended by the parties hereto to be treated as a "qualified settlement fund" for federal income tax purposes pursuant to Treas. Reg. § 1.468B-1, and to that end the parties hereto shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of Defendants, a "relation back election" as described in Treas. Reg. § 1.468B-1(j) shall be made so as to enable the Settlement Fund to be treated as a qualified settlement fund from the earliest date possible, and the Co-Escrow Agents shall take all actions as may be necessary or appropriate to this end. The Co-Escrow Agents shall comply with all tax filings, information reporting, withholding requirements and tax

payments (including estimated taxes, interest or penalties) relating to the Settlement Fund. All such tax payments relating to the Settlement Fund shall be paid from the Settlement Fund, and the Co-Escrow Agents shall make any reserves for taxes (including related interest and penalties) to ensure that there are sufficient funds in the escrow account to cover all tax and related obligations related to the Settlement Fund. Plaintiffs' counsel shall pay all tax payments and any related costs and expenses from the fund without the approval and order of the Court. In undertaking their tax responsibilities as provided herein, Plaintiffs' counsel shall select an independent and reputable accounting firm, and at the request of Defendants, such accounting firm shall consult with the tax advisors to the Defendants.

24. Defendants shall have no responsibility for the payment of taxes, or any related costs or expenses. In the event federal or state income tax liability is finally assessed against and paid by Defendants as a result of any income earned on the funds in the Settlement Fund, Defendants shall be reimbursed such payment from Co-Escrow Agents, who may make such payment from the Settlement Fund after approval by the Court and whether or not the Court has finally approved this Settlement Agreement as to Defendants. Defendants will use their best efforts to resist any such assessment or payment.

Release and Discharge

25. In addition to and included in the effect of any final judgment entered in the Federal Court Action and the State Court Action as to Defendants, upon the occurrence of the Effective Date, the Releasors shall be deemed to have covenanted and agreed and each Plaintiffs' counsel, as agent for its respective representative Class Member, hereby covenants and agrees, and the final judgment shall so provide, that each

Releasor hereby is forever barred from instituting, assigning, maintaining, collecting or prosecuting against Defendants, or any other Releasee, any and all claims, demands, actions, causes of action or liability of any nature, whether known or unknown, derivative or direct, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, whether in law or in equity (including, without limitation, claims which have been asserted or could have been asserted in the Federal Court Action or the State Court Action) or any litigation against the Releasees or any one of them arising out of the matters alleged in the Federal Court Action or the State Court Action that any Releasor now has, ever had, could have had or may have had as of the Execution Date (whether or not such Releasor objects to the settlement and whether or not he/she or it makes a claim upon or participates in the Settlement Fund, whether directly, representatively, derivatively or in any other capacity) whether for monetary or injunctive relief, with respect to any and all purchases of RFG, and which are based on federal, state or other antitrust laws, including but not limited to Sections 16700-16760 of the California Business and Professions Code (commonly known as the Cartwright Act), Sections 17200, *et seq.*, of the California Business and Professions Code (commonly known as the Unfair Competition Law), Sections 17045, *et seq.*, of the California Business and Professions Code (commonly known as the Unfair Practices Act), or any other similar laws (including any and all international, federal, state and local laws, including common law, regulating horizontal, vertical, or other trade practices, laws relating to unfair competition, unfair practices, consumer protection, fraud protection, price discrimination, unitary pricing, deceptive trade practices, or similar laws, as those laws may relate to claims of the type alleged or argued in the Federal Court Action or the

State Court Action (all of the above collectively hereinafter "Released Claims"), and that all Releasees shall be forever released and discharged from any and all liability in respect of the Released Claims. Notwithstanding the above, claims alleging damages and/or seeking non-monetary relief caused by the failure of RFG to be safe for its intended use or alleging conduct that is not related to, or arising from, claims of the type alleged or argued in the Federal Court Action or the State Court Action are not Released Claims. Defendants, their counsel, and the Class Members release the Class Representatives and Plaintiffs' counsel from all claims relating to this litigation and Settlement Agreement.

26. In addition, but subject to the reservations in the immediately preceding paragraph, Releasors hereby EXPRESSLY WAIVE AND RELEASE, upon the Effective Date and as to Defendants and the Releasees only, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which reads:

Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor;

or by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code. Each Releasor may hereafter discover facts other than or different from those which he, she, or it knows or believes to be true with respect to the Released Claims which are the subject matter of this Settlement Agreement, but each Releasor hereby expressly waives and fully, finally, and forever settles and releases, upon the Effective Date, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to

the subject matter of the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

The releases set forth herein and this Agreement shall become final on the Effective Date. However, as of the Execution Date, Plaintiffs, the Class, and Defendants shall be bound by the terms of this Settlement Agreement and shall not terminate it except as expressly provided for herein.

Effective Date—General Matters

27. In the event the Effective Date is not attained, or the Settlement Agreement is terminated and thereby becomes null and void for any reason, or if the Court declines to approve this Settlement Agreement or any material part hereof, or if such approval is, in the good-faith judgment of a party, materially modified, or set aside on appeal, or if the Court does not enter the final judgment: (a) the Plaintiffs, the Class, the Defendants, and other Releasees shall return to their respective positions as of the Execution Date, (b) the Defendants shall be reimbursed the Settlement Fund, including interest thereon, less reasonable expenses incurred for notice to the Class, and payment of taxes and any related expenses actually incurred if any, and (c) the Defendants shall be reimbursed any amounts awarded as attorneys' fees or costs from the Settlement Fund. Unless otherwise specified in this Settlement Agreement, such reimbursement shall occur within ten (10) business days from the date on which the Settlement Agreement is terminated.

Treatment of Settlement Agreement and Related Materials and Events

28. From and after the Effective Date, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding that may be, or has been, instituted,

prosecuted or attempted in breach of this Settlement Agreement. From and after the Effective Date, Defendants and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court for any suit, action, proceeding or dispute arising out of or relating to this Settlement Agreement or the applicability of this Settlement Agreement. Solely for purposes of such suit, action or proceeding, to the fullest extent that they may effectively do so under applicable law, the Class Members and Defendants irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than the implementation and enforcement of the Settlement Agreement.

29. Whether or not the Effective Date is attained, except in the enforcement of this Settlement Agreement, neither this Settlement Agreement, nor any of its provisions, exhibits or other contents, nor evidence of any negotiations, drafts, nor proceedings in pursuance of the settlement set forth in this Settlement Agreement, nor settlement-related documents or communications of any kind, nor any other material or event relating to the Settlement Agreement (the "Settlement Materials and Events") shall be offered or received in any action or proceeding, as an admission, evidence, or concession of any fact, liability, violation of law, or wrongdoing of any nature on the part of Defendants, other Releasees, or anyone acting on their behalf, or an admission that the Federal Court Action or the State Court Action were or may be properly certified as a class action for any purpose other than the Settlement contemplated by this Settlement Agreement. With the exception of the executed Settlement Agreement and all papers filed in support of

preliminary and final approval including supporting declarations and/or affidavits describing the Settlement and the circumstances under which the Settlement Agreement was entered into that shall be made a matter of public record, the Settlement Materials and Events shall be deemed confidential settlement materials.

Miscellaneous

30. After the Effective Date, no part of the Settlement Fund shall be reimbursed to Defendants.

31. This Settlement Agreement contains the entire agreement among the parties and supersedes any prior or contemporaneous undertakings. All terms of this Settlement Agreement are contractual and not mere recitals (other than headings, and those provisions which are recitals and commence with the word "Whereas"). The terms are and shall be binding upon, and inure to the benefit of, each of the parties hereto, their agents, attorneys, employees, successors, and assigns, and upon all other persons claiming an interest in the subject matter hereof through any of the parties hereto, including any Class Member.

32. Any disputes between or among any Settling Defendant and any Class Member concerning matters contained in this Settlement Agreement, if they cannot be resolved by negotiation and agreement, shall be submitted to the Court. The Court shall retain jurisdiction over the implementation and enforcement of this Settlement Agreement.

33. None of the parties shall be considered to have drafted this Settlement Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.

34. This Settlement Agreement shall be governed by and interpreted according to the laws of the State of California without regard to its choice of law or conflict of laws principles.

35. This Settlement Agreement shall not be modified in any respect except by a writing executed by all the parties. Once the Settlement Agreement has received preliminary approval by the Court, the parties shall seek further Court approval for any written modifications to the Settlement Agreement. The waiver of any rights conferred by this Settlement Agreement shall be effective only if made by written instrument of the waiving party. The written waiver by any party of any breach of this Settlement Agreement shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent or contemporaneous, of this Settlement Agreement.

36. This Settlement Agreement may be executed in counterparts. Facsimile signatures shall be considered as valid signatures as of the date hereof, although original signature pages shall thereafter be appended to the Settlement Agreement and filed with the Court.

Dated: ~~May~~ July 18, 2008

JONES DAY

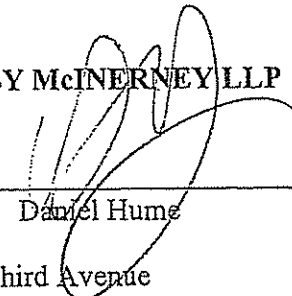
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Dated: May _____, 2008

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Dated: May 21, 2008

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Dated: May 30, 2008

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**Co-Lead Counsel in Federal Court
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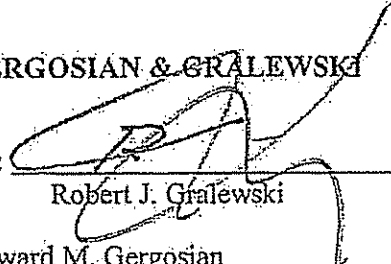
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**Plaintiffs' Liaison Counsel in Federal
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June 1

Dated: ~~May~~ _____, 2008

CUNEO GILBERT & LaDUCA, LLP

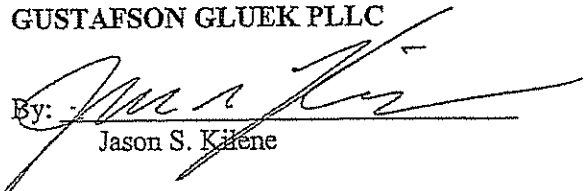
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**Counsel for Plaintiff Jennifer Haro in
State Court Action**

APPENDIX A

REDACTED

PLAINTIFFS' SIGNATURES

I have reviewed and understand and approve the terms of this Stipulation of Settlement.

Dated: June ____, 2008

Caleb Kleppner

Dated: June ____, 2008

Corrine Sealey

Dated: June ____, 2008

Christopher Sheppard

Dated: June ____, 2008

Stephen Buckser

Dated: June ____, 2008

Asher Rubin

Dated: June ____, 2008

Jeffrey Rubin

Dated: June ____, 2008

Corey Rosen


Dated: June ____, 2008

Gail Harper

Dated: June _____, 2008

Michael Shames

Dated: June 2, 2008



Carlos Dossada

Dated: June _____, 2008

William Jordan

Dated: June _____, 2008

Christopher Lorenzo

Dated: June _____, 2008

Jennifer Haro

06/06/2008 12:08 0000000000
Jun 03 08 02:22p WCJ
FROM

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(TUE) JUN 3 2008 11:09/ST. 11:09/NO. 6315037377 P 1

Dated: June _____, 2008

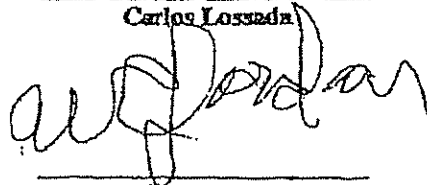
Gail Harper

Dated: June _____, 2008

Michael Shames

Dated: June _____, 2008

Carlos Loraada



Dated: June 3, 2008

William Jordan

Dated: June _____, 2008

Christopher Lorenzo

Dated: June _____, 2008

Jennifer Haro

06/05/2008 10 26 FAX 6269442109

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Dated: June _____, 2008

Gail Harper

Dated: June _____, 2008

Michael Shames


Dated: June _____, 2008

Carlos Lossada

Dated: June _____, 2008

William Jordan

Dated: June 5, 2008



Christopher Lorenzo

Dated: June _____, 2008

Jennifer Haro

LAI-2946593v2

Dated: June _____, 2008

Michael Shames

Dated: June _____, 2008

Carlos Lossada

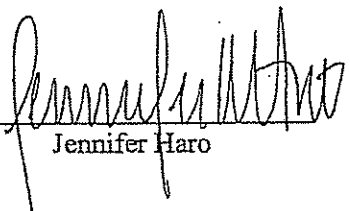
Dated: June _____, 2008

William Jordan

Dated: June _____, 2008

Christopher Lorenzo

Dated: June 12, 2008



Jennifer Haro