

1 Court's Preliminary Order of Settlement and Giving Class Notice dated May 6, 2005 (the
2 "Preliminary Order");

3 3. The Notice of Class Action Settlement constitutes the best notice
4 practicable under the circumstances, and fully satisfies the requirements of due process, this
5 Court's Preliminary Order and applicable rules under the California Rules of Court.
6

7 4. The settlement set forth in the Class Settlement Agreement is, in all
8 respects, fair, just, reasonable and adequate to the Plaintiff Settlement Class.

9 It is therefore HEREBY ORDERED, ADJUDGED and DECREED that:

10 1. The Claims Period, as that term is defined in the Class Settlement
11 Agreement, is extended to 6 months, plus 60 days for appeal, from the date the Court signs this
12 Settlement Order and Final Judgment.

13 2. This action is dismissed with prejudice.

14 3. Except as otherwise provided in the Class Settlement Agreement, the
15 parties shall bear their own costs.
16

17 4. Each claim released in the Class Settlement Agreement is hereby fully,
18 finally, and forever released, relinquished and discharged.

19 5. Neither the fact of settlement, the Class Settlement Agreement, nor any act
20 performed or document executed pursuant to or in furtherance of the settlement is, or may be
21 deemed to be, or may be used as an admission of evidence of:

22 (a) the validity of any claim released under the settlement;

23 (b) any wrongdoing or liability of any person or entity released as a part of the
24 settlement; or
25

26 (c) any fault or omission in any civil, criminal or administrative proceeding in
27 any tribunal.
28

1 The Class Settlement Agreement and/or this Judgment may be filed in any other action to support
2 a defense or counterclaim based on any theory of claim preclusion or issue preclusion or similar
3 defense or counterclaim, including, but not limited to, res judicata, collateral estoppel, release,
4 good faith settlement, judgment bar or reduction.


5 6. Any order to be entered regarding the attorneys' fees application shall in no
6 way disturb or affect this final Judgment.

7 7. Without affecting the finality of this Judgment, this Court shall retain
8 exclusive and continuing jurisdiction over this action and the parties, including all members of the
9 Settlement Class, for purposes of supervising, administering, implementing, enforcing,
10 construction, and interpreting the Settlement and this Judgment.

11 8. In the event that the settlement does not become effective in
12 accordance with the terms of the Class Settlement Agreement, then this Judgment shall be
13 rendered null and void to the extent provided by and in accordance with the Class Settlement
14 Agreement and shall be vacated.

15
16
17 NOV 18 2005
18 Dated: ~~Nov. 17, 2005~~

19
20 ELIHU M. BERLE
21 Judge of the Superior Court
22 ELIHU BERLE
23 Judge of the Superior Court

24 Approved:
25 
26 Hector Gancedo, Attorneys for Plaintiff and the Class

27 
28 Ken Chiate, Attorneys for Defendants

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age of
3 eighteen years and not a party to the within action; my business address is 865 South Figueroa
4 Street, 10th Floor, Los Angeles, California 90017-2543.

5 On November 17, 2005, I served true copies of the following document(s) described as
6 **[PROPOSED] SETTLEMENT ORDER AND FINAL JUDGMENT** on the parties in this
7 action as follows:

8 Richard D. Greenfield, Esq.
9 **Greenfield & Goodman LLC**
10 24579 Deep Neck Road
11 Royal Oak, MD 21662-1330

12 (410) 745-4149
13 (410) 745-4158 Fax

14 Tina B. Nieves, Esq.
15 Hector G. Gancedo, Esq.
16 Chris Taylor, Esq.
17 Gancedo & Nieves LLP
18 144 W. Colorado Boulevard
19 Pasadena, CA 91105

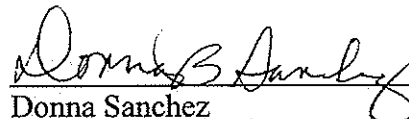
20 (626) 685-9800
21 (626) 685-9808 Fax

22 **BY MAIL:** I am "readily familiar" with the practices of Quinn Emanuel Urquhart Oliver &
23 Hedges for collecting and processing correspondence for mailing with the United States Postal
24 Service. Under that practice, it would be deposited with the United States Postal Service that
25 same day in the ordinary course of business. I enclosed the foregoing in sealed envelope(s)
26 addressed as shown above, and such envelope(s) were placed for collection and mailing with
27 postage thereon fully prepaid at Los Angeles, California, on that same day following ordinary
28 business practices.

29 **BY FACSIMILE:** On November 17, 2005, I caused said document(s) to be transmitted by
30 facsimile pursuant to Rule 2008 of the California Rules of Court. The telephone number of the
31 sending facsimile machine was (213) 443-3100. The name(s) and facsimile machine telephone
32 number(s) of the person(s) served are set forth in the service list. The document was transmitted
33 by facsimile transmission, and the sending facsimile machine properly issued a transmission report
34 confirming that the transmission was complete and without error.

35 I declare under penalty of perjury under the laws of the State of California that the
36 foregoing is true and correct.

37 Executed on November 17, 2005, at Los Angeles, California.

38 
Donna Sanchez