

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement (the "Stipulation" or "Settlement Agreement") is made and entered into by and among plaintiffs Stephen Stetson, Shane Lavigne, Christine Leigh Brown-Roberts, Valentin Yuri Karpenko, and Jake Jeremiah Fathy (collectively, "Representative Plaintiffs"), on behalf of themselves and the Class described below (collectively, "Plaintiffs"), Kaplan, Inc. ("Kaplan") and West Publishing Corporation ("West") (collectively, West and Kaplan are the "Defendants") (collectively Defendants and Plaintiffs are the "Settling Parties"), by and through their respective undersigned attorneys. The settlement provided for in this Stipulation (the "Settlement") is conditioned on satisfaction of each of the conditions that is a prerequisite to the occurrence of the Effective Date.

WHEREAS, on February 6, 2008, Representative Plaintiffs filed a putative class action complaint ("Complaint") in this Action on behalf of purchasers of bar review courses from BAR/BRI against Defendants alleging violations of the United States antitrust laws;

WHEREAS, the Complaint alleges a claim against both Defendants under Section 1 of the Sherman Act and claims against West alone under Section 2 of the Sherman Act;

WHEREAS, the Complaint asserted claims on behalf of a putative class defined as "All persons who have purchased a bar review course from Defendant BAR/BRI after July 1, 2006, including those who may purchase at least a second BAR/BRI bar review course in the future";

WHEREAS, at oral argument of the Appeal before the United States Court of Appeals, Class Counsel clarified that the Complaint was intended to have asserted its claims on behalf of a putative class defined as "All persons who have purchased a bar review course from Defendant BAR/BRI after July 31, 2006";

WHEREAS, Kaplan has at all times denied, and continues to deny, Plaintiffs' allegations, including that Kaplan committed any violation of law or any wrongdoing, and further denies that Kaplan has any liability with respect to any claim asserted in the Action;

WHEREAS, West has at all times denied, and continues to deny, Plaintiffs' allegations, including that West committed any violation of law or any wrongdoing, and further denies that West has any liability with respect to any claim asserted in the Action;

WHEREAS, on March 14, 2008, West filed a motion to dismiss the Complaint in its entirety, a motion in which Kaplan joined;

WHEREAS, on April 10, 2008, the United States District Court for the Central District of California ("District Court") dismissed, with prejudice, the Complaint in its entirety;

WHEREAS, Representative Plaintiffs appealed the Court's order dismissing the Complaint;

WHEREAS, following oral argument of the Appeal, the United States Court of Appeals ordered the parties to mediation to attempt to settle the Action;

WHEREAS, arm's length settlement negotiations took place between Class Counsel and counsel for Defendants, including negotiations under the supervision of a Ninth Circuit Mediator who ultimately presented a Mediator's proposal to the parties;

WHEREAS, the Settling Parties eventually reached a settlement (the "Prior Settlement"), subject to Court approval, that embodied the terms and conditions contained in the Ninth Circuit Mediator's proposal;

WHEREAS, the Action was remanded by the Court of Appeals to the District Court for the sole purpose of effectuating the Prior Settlement;

WHEREAS, the District Court preliminarily approved the Prior Settlement by its Order dated March 21, 2011;

WHEREAS, after an appropriate notice and fairness hearing held on June 20, 2011, the District Court issued its Order dated July 1, 2011, denying approval of the Prior Settlement;

WHEREAS, the Settling Parties moved for reconsideration, which motion was denied by the District Court's Order dated August 22, 2011;

WHEREAS, the Action was thereafter returned to the Court of Appeals, which issued its Order dated November 7, 2011, reinstating the Complaint, but withholding its mandate in order for the Settling Parties to continue to utilize the Ninth Circuit Mediator's assistance in negotiating an amended settlement that would achieve final District Court approval;

WHEREAS, renewed arm's length settlement negotiations took place between class counsel and counsel for defendants, including mediation and negotiations under the supervision of Private Mediator John Francis Carroll, Esq. and the Ninth Circuit Mediator, Roxane Ashe;

WHEREAS, this Settlement Agreement embodies the terms and conditions of the Settlement that the Settling Parties have reached;

WHEREAS, the Court of Appeals has issued or shortly will issue its mandate remanding the Action to the District Court for further proceedings;

WHEREAS, Class Counsel have, with knowledge of the extensive discovery taken, motion practice, and pretrial preparation in *Rodriguez v. West Publishing Corp., et al.*, U.S.D.C., C.D. Cal., Case No. CV-05-3222 R, concluded that it is in the best interests of the Class to enter into this Settlement Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this, and to assure a benefit to the Class; and have further concluded that the Settlement is fair, reasonable, adequate, and in the best interest of the Class;

WHEREAS, Defendants have concluded, despite their belief that they are not liable for any claim asserted against them, that they have good defenses thereto and that it is in Defendants' best interests to enter into this Settlement Agreement in order to avoid further expense, inconvenience, uncertainties of litigation, and the distraction of burdensome and protracted litigation; and

WHEREAS, the Settling Parties agree that this Settlement Agreement shall not be deemed or construed to be an admission or evidence of any violation of any statute or law, of any liability or wrongdoing by Defendants, of the truth of any claim or allegation, or of a waiver of any defenses thereto.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, and pursuant to Federal Rule of Civil Procedure 23,

IT IS HEREBY STIPULATED AND AGREED, by and between the Settling Parties, through their respective undersigned counsel, that all claims asserted against Defendants in the Action shall be fully, finally and forever resolved, discharged, settled, compromised and dismissed with prejudice, as to Defendants, subject to the approval of the District Court, upon the following terms and conditions.

I. ADDITIONAL DEFINITIONS

When used in this Stipulation, the following terms have the meanings specified below:

1. "Action" shall mean Case No. 08-00810 R in the United States District Court for the Central District of California.

2. "Appeal" shall mean Case No. 08-55818 in the United States Court of Appeals for the Ninth Circuit.

3. "Authorized Claimant" means any Class Member who submits a Claim Form in such form and manner, and in such time, as the Court shall prescribe.

4. "Claim Form" means a document substantially in the form of Exhibit A hereto, or as otherwise approved by the Court, which must be signed by the Class Member or his, her, or its authorized representative and submitted to the Claims Administrator in order to obtain the benefits under the Settlement, as described below.

5. "Claims Administrator" means Gilardi & Co., LLC , or such similar third party as designated by the Settling Parties, approved by the Court, and retained to disseminate the Notice and administer the claims process as set forth below, including but not limited to receiving and processing Claim Forms, determining which Claim Forms are valid, and advising Class Counsel of which claims are valid.

6. "Class Counsel" shall mean counsel of record to Plaintiffs.

7. "Class" and "Class Members" shall mean all Persons meeting the criteria set forth in the class definition set forth below, except for those Persons who validly opt out.

8. "Effective Date" has the meaning specified in Paragraph 60 below.

9. "Escrow Agent" means such escrow agent as Defendants and Class Counsel mutually designate in writing.

10. "Expense Award" has the meaning described in Paragraph 50 of this Stipulation.

11. "Fee Award" has the meaning set forth in paragraph 50 of this Stipulation.

12. "Final Settlement Hearing" means the final hearing to be held by the Court to determine, among other things, whether the Settlement should be finally approved as fair,

reasonable, and adequate, as well as whether a Judgment approving the Settlement and dismissing the Action should be entered.

13. "Gross Settlement Fund" means the Settlement Amount and any interest or income thereafter earned thereon.

14. "Incentive Award" means the payments, if any, provided by the Court to one or more of the Representative Plaintiffs on account of their services in connection with this litigation.

15. "Judgment" means the order and final judgment finally approving the Settlement and resolving Class Counsel's motion for an award of attorneys' fees, in such form as is acceptable to counsel to the Settling Parties and entered by the District Court.

16. "Net Settlement Fund" means the remainder of the Gross Settlement Fund after the payment of the amounts listed in Paragraph 36 of this Stipulation.

17. "Notice" means the "Notice of Proposed Settlement of Class Action and Hearing Regarding Settlement," referred to in Section III.A hereof, in such form as is acceptable to counsel to the Settling Parties and as approved by the District Court, informing Class Members of, among other things, the material terms of the proposed Settlement.

18. "Person" means any individual, corporation, partnership, association, joint stock company, trust, estate, unincorporated association, government and any political subdivision thereof, and any other type of legal or political entity.

19. "Plan of Allocation" means the plan for distributing the Net Settlement Fund to the Authorized Claimants, as approved by the District Court. The agreed proposal for the Plan of Allocation is attached hereto as Exhibit B.

20. "Preliminary Approval Order" means an order in such form as is acceptable to counsel to the Settling Parties and entered by the District Court, providing for, among other things, preliminary approval of the Settlement and dissemination of the Notice to the Class.

21. "Release" means the release set forth in Section V below.

22. "Released Claims" has the meaning specified in Paragraph 56.

23. "Released Parties" means and includes Kaplan and West; their respective current and prior parent corporations, owners, affiliates, subsidiaries, divisions, predecessors, officers, directors, employees, agents, licensees, successors, assigns, creditors, insurers, administrators, heirs, executors, and legal or personal representatives; and their respective attorneys, accountants, consultants and advisors.

24. "Releasing Persons" means the Representative Plaintiffs and each Class Member, and the additional Persons specified in Paragraph 56 when acting in the capacities specified therein.

25. "Settlement Amount" means U.S. \$9,500,000.

26. "Settlement Fund" means the fund created and maintained for the benefit of the Class as provided for in, and subject to, the provisions of this Settlement, encompassing both the Gross Settlement Fund and the Net Settlement Fund.

27. "Settling Parties" has the meaning specified in the first (non-numbered) paragraph of this Settlement Agreement.

28. "Summary Notice" means the "Summary Notice of Proposed Settlement of Class Action and Hearing Regarding Settlement," referred to in Section III.A hereof, in such form as is acceptable to counsel to the Settling Parties and as approved by the Court.

29. "Tax" or "Taxes" means any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax, and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall, or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers' compensation, unemployment compensation, or net worth taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes; license, registration, and documentation fees; and customs' duties, tariffs, and similar charges.

II. SETTLEMENT TERMS AND CONSIDERATION

A. Certification of Class

30. The Settling Parties stipulate to District Court approval, in the form of a proposed order acceptable to the Settling Parties, of the certification of a class solely in contemplation of Settlement defined as follows:

All persons and entities who paid for a BAR/BRI full-service bar review course provided by Defendant West Publishing Corporation from August 1, 2006, through and including February 28, 2011. Excluded from the class are the Defendants in this litigation as well as all of their respective officers, directors, employees, and personnel, as well as all employees and personnel of any law firm that is counsel of record in this litigation to any Defendant.

The Settling Parties' stipulation to District Court approval of certification of the Class is for the sole purpose of effectuating the Settlement and for no other purpose. Each of Kaplan and West

retain all of their respective objections, arguments, and/or defenses with respect to class certification if the Settlement is not approved by the District Court in whole or in part. The Settling Parties acknowledge that there has been no stipulation to a class for any purposes other than effectuating the Settlement and that, if the Settlement is not approved by the District Court, the Class certified for purposes of the Settlement shall be deemed not to have been certified.

31. Class Counsel agree to recommend approval by the District Court and to undertake their best efforts, including all steps and efforts contemplated by this Settlement Agreement and any other necessary and appropriate steps and efforts, to carry out the terms of this Settlement Agreement.

32. Class Counsel shall support this Settlement with all Class Members and shall not advise or in any way encourage any Class Member to opt out of the Class.

B. Establishment of Settlement Fund by Defendants

33. Within ten (10) business days of the entry of an order by the Court preliminarily approving the Settlement, Defendants will make additional deposits, in proportions to which they have separately agreed, to the interest-bearing account held by the Escrow Agent, pursuant to the terms of the Escrow Agreement that shall be executed substantially concurrently with this Settlement Agreement ("Escrow Agreement"), such that the escrow account ("Escrow Account") will be funded with the Settlement Amount of \$9,500,000. Class Counsel retain the option to terminate the Settlement if the Escrow Account is not funded and the Settlement Amount is not paid in full in accordance with the prior sentence. All funds held by the Escrow Agent shall be deemed to be in the custody of the District Court and shall remain subject to the jurisdiction of the District Court until such time as the funds shall be distributed to the Class or returned to Defendants pursuant to this Stipulation and/or further order of the District Court. The

Escrow Agent shall invest any funds in excess of \$100,000 in United States Treasury Bills or other debt obligations of the United States, of a maturity length of six months or less, and shall collect and reinvest all interest accrued thereon. The Escrow Agent may hold an amount of \$100,000 or less in an interest-bearing bank account insured by the FDIC.

34. Defendants and Plaintiffs agree that the Settlement Fund is intended to be at all times a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1 and that the Escrow Agent shall be the "administrator" of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3). Defendants and Plaintiffs shall cooperate with each other to the extent reasonably necessary to carry out the intent of this paragraph, provided that Class Counsel shall be responsible for assuring that the Escrow Agent is properly performing its duties as "administrator" of the Settlement Fund pursuant to this paragraph. Other than their obligation to fund the Escrow Account with the Settlement Amount, Defendants shall have no responsibility for any fees to, or the performance of, the Escrow Agent as the administrator of the Settlement Fund. The Escrow Agent shall obtain an employer identification number for the Settlement Fund in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall timely and properly file all informational and other Tax returns necessary with respect to the Settlement Fund (including without limitation the returns described in Treasury Regulation §§ 1.468B-2(k) and 1.468B- 2(1)), and make all required Tax payments attributable to the Settlement Fund out of the Settlement Fund, including payments of expenses relating thereto and deposits of estimated Tax payments in accordance with Treasury Regulation § 1.6302-1 and corresponding provisions, if any, of state and local Tax laws. Such returns shall be consistent with this paragraph and in all events shall reflect that all Taxes on the Settlement Fund or the income earned by the Settlement Fund shall be paid out of the Settlement Fund. Defendants and

Plaintiffs agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. The Escrow Agent shall timely prepare a "§ 1.468B-3 Statement" pursuant to Treasury Regulation § 1.468B-3(e) on behalf of the Defendants, and provide copies to Defendants' counsel for their review and approval.

35. The Escrow Agent shall release funds upon five (5) business days' written notice from Class Counsel at the request of the Claims Administrator (which notice shall also be sent by email, facsimile, or first-class mail to Defendants' respective counsel of record in the Action) for the purpose of paying for the costs of notifying Class Members, assisting them in making their claims, and otherwise administering, on behalf of the Class, the Settlement.

36. Subject to the provisions of Section VII and VIII, the Gross Settlement Fund, net of any Taxes thereon or on the income thereof, shall be used to pay (i) any Incentive Award; (ii) any Fee Award and any Expense Award, (iii) all fees and expenses properly incurred by the Claims Administrator, (iv) all costs specified in the prior paragraph, and (v) any fees and expenses properly incurred by the Escrow Agent, all as approved by the Court. The remainder of the Gross Settlement Fund after the payment of the above amounts and net of any Taxes shall constitute the "Net Settlement Fund," which shall be distributed to the Authorized Claimants as ordered by the Court.

37. Subject to the provisions of Sections VII and VIII, as of the Effective Date, Defendants shall have no right to the return of the Settlement Fund or any portion thereof irrespective of the number of Claim Forms filed, the collective amounts of losses of Authorized

Claimants, the percentage of recovery of losses, or the amounts paid to Authorized Claimants from the Settlement Fund.

38. Should there be any funds remaining in the Net Settlement Fund after payments are distributed to all Authorized Claimants, Class Counsel shall make an application to the District Court, upon fourteen (14) days' advance written notice to Defendants' counsel, for a suitable *cy pres* distribution of the residual amount of the Net Settlement Fund. Defendants may object to the application and reserve the right, if any, to make an alternative proposal for the *cy pres* distribution.

III. NOTICE; OBJECTIONS TO SETTLEMENT; EXCLUSION FROM THE CLASS; ADMINISTRATION AND CALCULATION OF CLAIMS; APPLICATION FOR THE FEE AWARD, EXPENSE AWARD, AND INCENTIVE AWARDS; AND DISTRIBUTION OF THE SETTLEMENT FUND

A. Notice

39.

(a) The Settling Parties will agree to and will request approval by the Court of Notice to Class Members sent by first-class mail to the last-known postal address of each enrollee in a BAR/BRI class during the Class Period, as listed in West's records, or as reflected in the records of the Claims Administrator as a result of the claims process in connection with the Prior Settlement.

(b) The Notice shall include the information required by Fed. R. Civ. P. 23(c)(2)(B) and shall (i) notify Class Members that they may object to the Settlement, (ii) describe the procedure for objecting to the Settlement, and (iii) describe the procedure for requesting exclusion from the Class.

40.

(a) Provided that the Settlement Fund is established as specified in Section II.B herein, a copy of the Summary Notice shall be published in *The National Law Journal* (2 insertions), *Lawyers Weekly USA* (2 insertions), and *USA Today* (1 insertion). The Summary Notice shall also be published on the internet by distribution through Business Wire or PR Newswire. The Summary Notice shall contain a toll-free number and website address that Class Members may use to obtain a copy of the full Notice and Claim Form.

(b) Provided that the Settlement Fund is established as specified in Section II.B herein, the Claims Administrator shall establish and maintain a BAR/BRI class action website ("class action website") until the Effective Date. The class action website shall include a copy of this Stipulation, the Notice, the Claim Form, the Summary Notice, contact information for the Claims Administrator, and answers to frequently asked questions (the text of such questions and answers to be written neutrally and agreed upon by Class Counsel and Defendants' counsel).

(c) The Notice shall describe the procedure whereby Class Members may comment in support of or in objection to the proposed Settlement, the Fee Award and Expense Award to Class Counsel, and any Incentive Award to the Class Representatives; shall inform Class Members that they may elect to be represented by counsel of their choice at their own expense, subject to Paragraphs 41–45; and shall describe the procedure whereby Class Members may request to be excluded from the Settlement.

B. Objections to Settlement

41. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, or to any motion for an award of attorneys' fees, reimbursement

of expenses, or any other payment, must (a) serve on Class Counsel and Defendants' counsel *and* (b) file with the Court a statement of his, her, or its statement of objection(s). To be effective, any such statement must be received by Class Counsel and Defendants' Counsel, and must be filed with the Court, no later than twenty-one (21) days before the Final Settlement Hearing or as the Court may otherwise direct.

42. The Class Member's statement of objection shall state the specific reason(s), if any, for each objection made by the Class Member, including any legal support the Class Member wishes to bring to the Court's attention and any evidence the Class Member wishes to introduce in support of such objection.

43. Any Class Member may file an objection on his, her, or its own, or through an attorney hired at his, her, or its own expense. If a Class Member hires an attorney in connection with filing an objection, the attorney must (a) serve on Class Counsel and Defendants' counsel and (b) file with the Court a notice of appearance. To be effective, any such notice of appearance must be received by Class Counsel and Defendants' counsel, and must be filed with the Court, no later than twenty-one (21) days before the Final Settlement Hearing or as the Court may otherwise direct.

44. Any Class Member who timely files and serves a written objection and any other required materials pursuant to this Section III—and only such Class Members—may appear at the Final Settlement Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Settlement or to Class Counsel's motion for an award of attorneys' fees, reimbursement of expenses, or payment of Incentive Awards; provided, however, that Class Members or their attorneys intending to make an appearance at the Final Settlement Hearing must also, no later than twenty-one (21)

days before the Final Settlement Hearing, or as the Court may otherwise direct, (a) serve on Class Counsel and Defendants' counsel *and* (b) file with the Court a notice of intention to appear.

45. Any Class Member who fails timely to comply with any of the provisions of this Section shall waive and forfeit any and all rights he, she, or it may otherwise have to appear separately at the Final Settlement Hearing and/or to object to the Settlement, and shall be bound by all the terms of this Stipulation and the Settlement (if and to the extent it is approved by the Court) and by all proceedings, orders, and judgments in this Action.

C. Administration and Calculation of Claims

46. Subject to Sections VII and VIII, the Claims Administrator shall administer the Net Settlement Fund in accordance with the Plan of Allocation and administer it subject to the jurisdiction of the District Court. Each Settling Party shall cooperate with the Claims Administrator to provide information in its possession and reasonably necessary to assist the Claims Administrator in determination of the proposed distribution of the Net Settlement Fund pursuant to the Plan of Allocation and as ordered by the District Court.

47. Class Counsel will apply to the Court, on notice to Defendants, for an order (the "Class Distribution Order") approving the Claims Administrator's determinations concerning the acceptance and rejection of the Claim Forms and, if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants. The Claims Administrator shall make such distribution as approved by the District Court to the Authorized Claimants pursuant to the Plan of Allocation.

48. The Claims Administrator shall process the Claim Forms and, after entry of the Class Distribution Order, distribute the Net Settlement Fund to the Authorized Claimants. Except for the obligation of Defendants to pay the Settlement Amount pursuant to this

Stipulation, Defendants shall have no obligation or responsibility for, or involvement in, the administration of the Settlement; the disbursement of the Gross Settlement Fund or the Net Settlement Fund; or the determination, calculation, and payment of claims to Class Members.

49. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an "Authorized Claimant," the following conditions shall apply:

(a) Each Class Member shall be required to submit a Claim Form.

(b) All Claim Forms or requests for exclusion must be submitted by the date specified in the Notice unless such period is extended by Order of the Court. Any Class Member who fails to submit a Claim Form or request for exclusion by such date shall be forever barred from receiving any payment or distribution of Settlement Funds pursuant to this Stipulation or the Settlement (unless, by order of the District Court, a later-submitted Claim Form or request for exclusion by such Class Member is approved before the Effective Date) but shall in all other respects be bound by the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties concerning the Released Claims. Provided that it is received before the motion for the Class Distribution Order is filed, a Claim Form or request for exclusion shall be deemed to have been submitted when posted, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, a Claim Form or request for exclusion shall be deemed to have been submitted no later than the date on which it is actually received by the Claims Administrator.

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation and the approved

Plan of Allocation the extent, if any, to which each claim shall be allowed, subject to review by the District Court pursuant to subparagraph (e) below.

(d) Claim Forms that do not meet the submission requirements may be rejected. Prior to rejection of a Claim Form, the Claims Administrator shall attempt to communicate with the claimant in order to remedy curable deficiencies in the Claim Form submitted. The Claims Administrator shall attempt to notify, in a timely fashion and in writing, all claimants whose Claim Forms it proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of subparagraph (e) below.

(e) If any claimant whose claim has been rejected in whole or in part desires to contest such rejection, the claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, serve upon the Claims Administrator a notice and statement of reasons indicating the claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the District Court.

(f) The administrative determinations of the Claims Administrator regarding the acceptance and rejection of claims shall be presented to the District Court, on written notice to Defendants, for approval by the Court in the Class Distribution Order.

(g) Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such

investigation and discovery shall be limited to that claimant's status as a Class Member and the validity and amount of the claimant's claim. No discovery shall be allowed on the merits of the Action or Settlement in connection with processing of the Claim Forms.

(h) Payments and distributions of Settlement Funds pursuant to this Stipulation shall be deemed final and conclusive against all Class Members. All Class Members whose claims are not approved by the District Court shall be barred from participating in distributions of the Net Settlement Fund or by the Claims Administrator, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment to be entered in the Action and the releases provided for herein, and will be barred from bringing any action against the Released Parties.

(i) All proceedings with respect to the administration, processing, and determination of claims made pursuant to this Settlement, and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the exclusive jurisdiction of the District Court.

(j) The Net Settlement Fund shall be distributed to Authorized Claimants by the Claims Administrator only after the Effective Date and after (i) all Claim Forms have been processed, and all claimants whose Claim Forms have been rejected, in whole or in part, have been notified and provided the opportunity to be heard concerning such rejection; (ii) all objections with respect to all rejected claims have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; (iii) all matters with respect to the Fee Award, the Expense Award, and the Incentive Award have been resolved by the Court, and all appeals therefrom have been resolved or the time therefor has expired; and (iv) all costs of administration have been paid.

(k) No Class Member shall have any claim against the Class Representatives, Class Counsel, or the Claims Administrator based on any distributions made substantially in accordance with this Stipulation and the Notice, or as authorized by the Court.

D. The Fee Award, Expense Award, Incentive Awards, and Any Other Payments Approved by the Court

50. Subject to Sections VII and VIII, Class Counsel will apply to the Court for an award from the Gross Settlement Fund of (i) attorneys' fees in an amount not to exceed twenty-five percent (25%) of the Gross Settlement Fund (the amount approved by the Court, up to the specified maximum, to be referred to herein as the "Fee Award"); (ii) payments to the Representative Plaintiffs to be approved by the Court up to a maximum amount of \$20,000 in the aggregate (the "Incentive Award"); and (iii) reimbursement of litigation expenses (the "Expense Award"). Defendants agree not to oppose, directly or indirectly, the application for the Fee Award, the Incentive Award, or the Expense Award set forth herein.

51. Within five (5) business days after the Effective Date, the Escrow Agent shall pay or cause to be paid to Class Counsel the Fee Award and the Expense Award provided for in the prior Paragraph, subject to the terms set forth below.

52. The Settlement Amount represents the maximum amount that Defendants will pay under this Settlement for any reason or for any purpose, including without limitation to satisfy claims by Class Members, attorneys' fees and costs, incentive awards, any other payments approved by the Court, and payment of any and all administrative and notice expenses associated with the Action or this Settlement. Defendants shall not be liable for any costs, fees, awards, or expenses of any Class Members or the Class Representative, or of any Class Member's attorneys, experts, consultants, advisors, agents, or representatives acting on behalf of any Class Representative or Class Member. Any such costs, fees, awards, and expenses as approved by the District Court shall be paid out of the Settlement Fund. Class Members shall look solely to the consideration provided herein for settlement and satisfaction against Defendants of all claims

that are released hereunder. Except as expressly provided by order of the District Court, no Class Member shall have any interest in the Settlement Fund or any portion thereof.

53. No Released Party nor any of his, her, or its predecessors, successors, parents, subsidiaries, partners, principals, affiliates (as defined in 17 C.F.R. Part 210.1-02. b), heirs, administrators, executors, attorneys, successors-in-interest, or assigns shall be liable or obligated to pay any fees, expenses, costs, or disbursements to, or incur any expense on behalf of, any person or entity (including, without limitation, Plaintiffs), directly or indirectly, in connection with the Action or this Settlement Agreement, except as expressly provided for in this Stipulation. None of the Settling Parties shall have any liability for attorneys' fees or costs of any objector or other participant in the settlement-approval process.

54. Class Counsel's application to the Court for an award of attorneys' fees, for reimbursement of expenses reasonably incurred by Class Counsel, and any motion for any other payments are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceedings relating to the application for attorneys' fees, reimbursement of expenses and costs, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to cancel, or provide a right of cancellation of, this Stipulation or the Settlement.

IV. PRELIMINARY APPROVAL

55. Within a reasonable period after execution of this Stipulation, the Settling Parties shall take the actions necessary to obtain preliminary approval of this Settlement, including the entry of the Preliminary Approval Order.

V. RELEASE

56. In addition to the preclusive effect of any final judgment entered in

accordance with this Settlement, upon the Judgment becoming Final under Paragraph 60(e), the Released Parties shall be released and forever discharged from any and all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever (including costs, expenses, penalties, and attorneys' fees) known or unknown, suspected or unsuspected, in law or equity, whether class, individual, or otherwise in nature, that any Member of the Class who has not successfully excluded himself, herself, or itself from the Settlement (including any of their past, present, or future officers, directors, agents, employees, employers, legal representatives, trustees, parents, associates, affiliates, licensees, subsidiaries, partners, creditors, heirs, executors, administrators, purchasers, predecessors, successors, and assigns, in their capacities as such) (collectively, "Releasing Persons"), ever had, now has, or hereafter can, shall, or may have, whether directly, representatively, derivatively, or in any other capacity, concerning or relating to any conduct alleged in the Complaint in the Action, and including without limitation all claims that have been asserted or could have been asserted in any litigation against the Released Parties or any of them for any conduct alleged in the Complaint in the Action (collectively with all claims referenced in the next paragraph, the "Released Claims"), whether or not a Releasing Person objects to the Settlement or submits a Claim Form.

57. In addition to the release of claims as specified in the preceding paragraph, upon this Settlement becoming final, each Member of the Class who has not successfully excluded himself or herself from the Settlement will be deemed to have waived and released any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

Section 1542. 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 or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Moreover, each such Member of the Class will be deemed to have waived and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Class Member 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 claims which are the subject matter of the provisions of the preceding paragraph, but each Class Member waives and fully, finally, and forever settles and releases, upon the Judgment becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of the preceding Paragraph, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts. The Claim Form shall contain a copy of the release set forth in this Paragraph and in the preceding Paragraph, which shall be signed by each Class Member or his, her, or its authorized representative as a precondition to receiving any portion of the Settlement Fund.

58. Nothing herein or in the Judgment shall bar any action or claim by the Settling Parties to enforce the terms of the Stipulation or the Judgment.

**VI. ORDER AND FINAL JUDGMENT OF DISMISSAL TO BE ENTERED BY
THE COURT FOLLOWING APPROVAL OF THE SETTLEMENT**

59. After dissemination of the Notice by the Claims Administrator, the Settling Parties shall submit a motion seeking to have the Court hold the Final Settlement Hearing, approve the Settlement, and enter the Judgment.

VII. CONDITIONS OF SETTLEMENT

60. The Effective Date of this Settlement shall be the date on which the last (in time) of the following events occurs, and shall not occur unless and until all of the following events occurs:

- (a) The Court has certified the Class;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered the Judgment; and
- (d) The Judgment (including the Fee Award, the Expense Award, and any Incentive Award) has become Final (as set forth in the next paragraph).

(e) The Judgment shall be considered "Final" one (1) business day following the latest to occur of the following events:

(i) the time expires for filing or noticing any appeal from the Judgment (including any appeal from the Fee Award, the Expense Award, or the Incentive Award) and no such appeal is filed; or

(ii) if there is an appeal or appeals from the Judgment (in whole or in part, including a subsequent appeal or appeals following remand after any initial appeal), the completion, in a manner that leaves in place the Judgment without any material modification (except with respect

to the Fee Award, the Expense Award, or the Incentive Awards) of all proceedings arising therefrom (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal following decisions on remand).

61. It is understood and agreed by the Settling Parties that any District Court order relating to any motion for attorneys' fees, expenses, incentive awards, or any other payment, and any modification or reversal on appeal of the Fee Award, the Expense Award, or any Incentive Award, shall not operate to terminate or cancel this Settlement or affect the finality of any other aspect of the Judgment or any other orders entered pursuant to this Settlement, although the Court's ruling upon the referenced motions and completion of all appeals from the Fee Award, the Expense Award, and the Incentive Award are a prerequisite to the occurrence of the Effective Date.

62. Subject to Sections VII and VIII, upon the Judgment becoming Final under Paragraph 60(e), Representative Plaintiffs and all Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims and any existing judgment on one or more Released Claims.

VIII. EFFECT OF DISAPPROVAL, MODIFICATION, CANCELLATION, OR TERMINATION

63. Each Defendant will have the right but not the obligation to withdraw from this Settlement Agreement if, as of the deadline fixed by the Court for Members of the Class to exclude themselves pursuant to Fed. R. Civ. P. 23, the total number of Class Members

who opt out of the Class exceeds the number set forth in a separate Supplemental Agreement Regarding Opt-Outs between the Settling Parties. Any decision by Defendants to withdraw from this Settlement Agreement pursuant to this Paragraph will be in accordance with the procedures set forth in the Supplemental Agreement Regarding Opt-Outs. The Supplemental Agreement Regarding Opt-Outs is a confidential document among the parties to this Settlement Agreement, and it will not be filed with the Court unless and until a dispute among the Settling Parties arises concerning its interpretation or application.

64. If there is a failure of any of the conditions necessary for the Effective Date to occur, each of Defendants and Class Counsel shall have the right to terminate the Settlement by providing written notice of their election to do so ("Termination Notice") within thirty (30) days of such failure. No later than five (5) business days after the date of such Termination Notice of this Settlement, the Escrow Agent shall pay the net balance of the Settlement Fund as directed by counsel for Defendants or by the Court.

65. Neither a modification nor an appellate reversal of any Fee Award, Expense Award, or Incentive Award shall constitute grounds for termination of this Settlement or preclude the Judgment from becoming Final under Paragraph 60(e).

IX. MISCELLANEOUS PROVISIONS

66. The Settling Parties (a) acknowledge that it is their intent to consummate this Settlement and (b) agree to use their best efforts and to act in good faith to cooperate to the extent necessary to effectuate and implement all terms and conditions of this Settlement and to accomplish the terms and conditions of the Settlement. Class Counsel and Defendants' counsel agree to cooperate with one another in seeking entry of the Preliminary Approval Order and final approval of this Settlement Agreement. The Settling Parties also agree to provide such

documentation as may be required to obtain preliminary and final approval of this Settlement Agreement, provided that the Settling Parties may seek court approval to file documents under seal, if necessary.

67. Every exhibit attached hereto and identified herein is hereby incorporated by reference as though fully set forth herein. Each such exhibit is material to this Stipulation.

68. This Stipulation may be amended or modified only by a written instrument signed by, or on behalf of, all Settling Parties or their successors-in-interest.

69. This Stipulation, including any exhibits and schedules attached hereto (including the Supplemental Agreement Regarding Opt-Outs), constitutes the entire agreement among the Settling Parties, and no representations, warranties, covenants, or inducements have been made concerning this Stipulation, its exhibits, or the Supplemental Agreement Regarding Opt-Outs other than the representations, warranties, covenants, and inducements contained and memorialized in such documents. This Stipulation supersedes any and all earlier settlement agreements between or among any of the Settling Parties, including but not limited to that certain Stipulation and Settlement Agreement dated October 18, 2010, between Plaintiffs and Defendants.

70. Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and costs.

71. Class Counsel represent that they are authorized to sign this Stipulation on behalf of the Representative Plaintiffs, and each of West's and Kaplan's counsel signing below represents that he or she is authorized to sign this Stipulation on behalf of the Settling Party he or she is listed as representing.

72. This Stipulation may be executed in one or more original, photocopied, or facsimile counterparts, and it shall be binding (subject to District Court approval) when so executed. All executed counterparts and each of them shall be deemed to be one and the same instrument.

73. This Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and legal representatives of the Settling Parties, provided, however, that no assignment by any Settling Party shall operate to relieve such party of its obligations hereunder.

74. All terms of this Stipulation and the exhibits hereto shall be governed by and interpreted consistent with Rule 23 of the Federal Rules of Civil Procedure and the cases construing and interpreting such rule, and, where necessary, according to the laws of the State of California, without regard to its rules of conflicts of law.

75. Any headings in this Stipulation are used for purposes of convenience and ease of reference only and are not meant to have any legal effect, nor are they intended to influence the construction of this Stipulation in any way.

76. The waiver by one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other breach of this Stipulation. The provisions of this Stipulation may not be waived except by a writing signed by or on behalf of the waiving Settling Party.

77. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation.

78. This Stipulation has been drafted by all Settling Parties hereto, as a result of arm's length negotiations among the Settling Parties under the auspices of the Ninth Circuit Mediation Program. Because all Settling Parties have contributed substantially and materially to the preparation of this Stipulation, it shall not be construed more strictly against one Settling Party than another.

79. Neither this Stipulation nor the Settlement, nor any negotiation, nor act performed, nor document executed, nor proceedings held pursuant to or in furtherance of this Stipulation or the Settlement (i) is, may be deemed to be, or may be used as an admission of, or evidence of the validity of, any Released Claim, or of any wrongdoing, negligence, misrepresentation, violation, or liability of Kaplan or West, any other Released Party, or of any fact alleged by Plaintiffs; (ii) is, may be deemed to be, or may be used as an admission of, or evidence of any infirmity in the claims asserted by the Representative Plaintiffs and Class Members; or (iii) is, may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission by Kaplan or West or any other Released Party in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal, including in this Action. However, this Stipulation and Settlement may be used in such proceedings as may be necessary to consummate or enforce this Stipulation, the Settlement, or the Judgment; and any Released Party may file this Stipulation or the Judgment in any action that may be brought against it in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.


80. The Settling Parties intend this Stipulation to achieve a final and complete resolution of all disputes between them with respect to the Action. The Settling Parties agree

that the terms of the Stipulation and Settlement were negotiated in good faith at arm's length by the Settling Parties under the supervision of Private Mediator John Francis Carroll and Ninth Circuit Mediator Roxane Ashe, and that the terms reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

81. Absent written agreement of counsel, neither Plaintiffs, Defendants, nor any counsel or other agent for or representative of Plaintiffs or Defendants will make or cause to be made any public statement or comment regarding the Settlement or claim against Defendants in the Action other than (1) straightforward statements (without elaboration) in substantially the form "the action has settled," (2) neutral or positive statements regarding the terms and benefits of the Settlement, or (3) statements repeating or paraphrasing, in a non-misleading form, all or a portion of any Court-approved notice to the Class of the Settlement or the proposal for the form of Notice; provided that (a) Defendants shall be entitled to make such disclosures as are required under applicable laws, regulations, and rules (such as securities laws and accounting rules), and (b) Class Counsel and Defendants' counsel may make available copies of pleadings filed in the public Court file (not under seal) in the Action. Nothing in this Paragraph shall restrict statements made in papers filed with the Court or any other court of competent jurisdiction in connection with the Settlement of the claim against Defendants in this Action or any continuing prosecution of the Action in other respects.

82. Except as provided for in this Stipulation with regard to Class Counsel, Class Members, Kaplan, West, and the Released Parties, no provision of this Stipulation provides any rights, intended, incidental, or otherwise, to any person or entity that is not a Class Member.

IN WITNESS WHEREOF, the Settling Parties hereto, intending to be legally bound hereby, have caused this Stipulation to be executed, by their duly authorized attorneys, this 15th day of November, 2012.

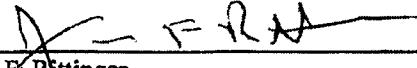
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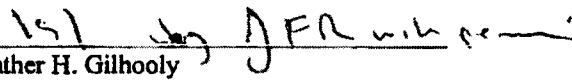
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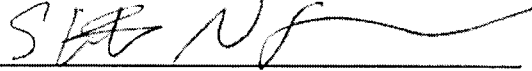
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*Attorneys for Defendant
West Publishing Corporation*

MUNGER, TOLLES & OLSON LLP

A handwritten signature in black ink, appearing to read "S N Senator", written over a horizontal line.

Stuart N. Senator
355 South Grand Avenue
Los Angeles, CA 90071
Telephone: (213) 683-9100

Attorneys for Defendant Kaplan, Inc.

EXHIBIT A

**STETSON, *et al.* v. WEST PUBLISHING CORP., *et al.*
CLAIM FORM**

If you are a Member of the Class, as defined below, then, in order to receive a distribution from the Settlement, you must return this Claim Form, **POSTMARKED no later than _____**, to the following address:

BAR/BRI Claims Administration
[address]

Do not submit your Claim Form to the Court.

Pursuant to the Court's order, this is a Claim Form that must be properly and timely filled out, signed, and returned in order for you to receive any payment as a result of the Settlement reached in *Stetson, et al. v. West Publishing Corp., et al.* Pursuant to the Settlement, Members of the Class are entitled to receive a payment. The Class consists of:

All persons and entities who paid for a BAR/BRI full-service bar review course provided by Defendant West Publishing Corporation from August 1, 2006, through and including February 28, 2011.

The completed Claim Form and any information submitted with it are confidential and will be used only for purposes of administering the Settlement. No other Class Member will see this information.

THE INFORMATION YOU PROVIDE ON THIS CLAIM FORM WILL BE USED TO CALCULATE THE AMOUNT OF PAYMENT DUE YOU PURSUANT TO THE SETTLEMENT AND THE PLAN OF ALLOCATION, AS APPROVED BY THE COURT. FOR MORE INFORMATION REGARDING THE SETTLEMENT AND PLAN OF ALLOCATION, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS CLAIM FORM, WRITE TO, CALL, OR GO ON-LINE AT:

BAR/BRI Settlement
Claims Administrator
c/o [administrator]
[address]
[phone]
[website]

**DO NOT CONTACT THE COURT IF YOU HAVE QUESTIONS CONCERNING
THIS CLAIM FORM**

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<u>SECTION A — CLAIMANT INFORMATION</u>			
Class Member's Name			
Street Address		Floor/Suite	
City	State	Zip	
Telephone Number		E-Mail Address	

SECTION B — INFORMATION NECESSARY TO CALCULATE PAYMENT

In the table below, fill in the date, location, and the amount you paid for each full-service bar review course you purchased from BAR/BRI between August 1, 2006, and February 28, 2011. If you paid for the course for your own use, write "Self" in the box labeled "This Bar Review Course Was Purchased For." If you paid for the bar review course on behalf of a third party—*e.g.*, an employee—write the full name of the person(s) on whose behalf you purchased the course. For example, if you paid BAR/BRI \$1,000 for a course to prepare yourself for the July 2007 South Carolina bar exam, the first box would read "July 2007," the second box would read "South Carolina," the third box would read "\$1,000," and the final box would read "Self." If you do not know the amount you paid BAR/BRI for the bar review course, please contact the Claims Administrator at [number].

DATE OF BAR EXAM FOR WHICH YOU PURCHASED BAR REVIEW COURSE	STATE OF BAR EXAM FOR WHICH YOU PURCHASED BAR REVIEW COURSE	AMOUNT PAID FOR BAR REVIEW COURSE	THIS BAR REVIEW COURSE WAS PURCHASED FOR

As a Member of the Class, you will be subject to and bound by the terms of the Release contained in the Settlement Agreement, which provides that:

In addition to the preclusive effect of any final judgment entered in accordance with this Settlement, upon the Judgment becoming Final under Paragraph 60(e), the Released Parties shall be released and forever discharged from any and all manner of claims, demands, actions, suits, causes of action, damages whenever incurred, liabilities of any nature whatsoever (including costs, expenses, penalties, and

attorney's fees), known or unknown, suspected or unsuspected, in law or equity, whether class, individual, or otherwise in nature, that any Member of the Class who has not successfully excluded himself, herself, or itself from the Settlement (including any of their past, present or future officers, directors, agents, employees, employers, legal representatives, trustees, parents, associates, affiliates, licensees, subsidiaries, partners, creditors, heirs, executors, administrators, purchasers, predecessors, successors, and assigns, in their capacities as such) (collectively, "Releasing Persons"), ever had, now has, or hereafter can, shall, or may have, whether directly, representatively, derivatively, or in any other capacity, concerning or relating to any conduct alleged in the Complaint in the Action, and including without limitation all claims that have been asserted or could have been asserted in any litigation against the Released Parties or any of them for any conduct alleged in the Complaint in the Action (collectively with all claims referenced in the next paragraph, the "Released Claims"), whether or not a Releasing Person objects to the Settlement or submits a Claim Form.

In addition to the release of claims as specified in the preceding paragraph, upon this Settlement becoming final, each Member of the Class who has not successfully excluded himself or herself from the Settlement will be deemed to have waived and released any and all provisions, rights, and benefits conferred by § 1542 of the California Civil Code, which states:

Section 1542. 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 or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Moreover, each such Member of the Class will be deemed to have waived and released any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code. Each Class Member 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 claims which are the subject matter of the provisions of the preceding paragraph, but each Member of the Class waives and fully, finally, and forever settles and releases, upon the Judgment becoming Final, any known or unknown, suspected or unsuspected, contingent or non-contingent claim with respect to the subject matter of the provisions of the preceding Paragraph, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such different or additional facts.

I acknowledge reading the Release specified above and certify under penalty of perjury that the information provided above is true and correct and that the submission of false information may subject me to civil and/or criminal penalties.

Signature: _____ Date: _____

This Claim Form must be signed by the Class Member or his, her, or its authorized representative.

EXHIBIT B

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

STEPHEN STETSON, SHANE LAVIGNE,
CHRISTINE LEIGH BROWN-ROBERTS,
VALENTIN YURI KARPENKO, JAKE
JEREMIAH FATHY, and all others similarly
situated,

WEST PUBLISHING CORPORATION, a
Minnesota Corporation dba BAR/BRI, and
KAPLAN, INC.,

PROPOSED PLAN OF ALLOCATION

Case No. CV 08-00810-R-E

*The Honorable Manuel L. Real,
District Judge, Presiding*

The Stipulation and Settlement Agreement (the "Settlement Agreement") entered into in the above-captioned action provides for the Net Settlement Fund to be distributed to Authorized Claimants. Pursuant to the Settlement Agreement, and subject to approval by the Court, the Net Settlement Fund will be distributed as follows:

1. Each Authorized Claimant's award (the "Award") will be calculated by the Claims Administrator based on the amount paid by such Claimant as indicated on the Claim Form (the "Recognized Claim") and the number and amount of Recognized Claims. In determining the Recognized Claim, the Claims Administrator shall follow the procedures set forth in the Settlement Agreement or such other procedures as ordered by the Court.

2. The Claims Administrator shall determine each Award by first determining the Authorized Claimant's distribution ratio (the "Distribution Ratio"). The Distribution Ratio will

be determined by dividing the Recognized Claim by all Recognized Claims. The Award will be calculated by multiplying each Distribution Ratio by the Net Settlement Fund, subject to the terms of Paragraph 3 below.

3. Should there be any funds remaining in the Net Settlement Fund after allocating an Award to each Authorized Claimant, the balance of the Net Settlement Fund shall be allocated on a *cy pres* basis pursuant to the terms of the Settlement Agreement.

4. The Claims Administrator shall distribute the Net Settlement Fund consistent with the Settlement Agreement, this Plan of Allocation, and any orders of the Court, after entry of the Class Distribution Order. Payments shall be mailed to Class Members at the address indicated on the Claim Form.