
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is entered into as of the 19th day of May, 2008, between Universal Care, Inc. and Carpenters and Joiners Welfare Fund, individually and in their capacities as class representatives ("Plaintiffs"), and their counsel, and SmithKline Beecham Corporation d/b/a GlaxoSmithKline ("GSK" or "Defendant") in *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*, United States District Court for Minnesota, No. 04-cv-3500 (the "Action").

WHEREAS, the Plaintiffs are entities known as "Third-Party Payors," and have asserted claims on behalf of a class of similar entities, including insurance companies, employee benefit plans, and health and welfare funds, among others, who provide prescription benefit coverage whereby they purchase, pay, or reimburse for prescription medications for persons under 18 years of age who are beneficiaries or insureds;

WHEREAS, the Plaintiffs allege in the Action that GSK promoted Paxil® (in both tablet and suspended form) and Paxil CR® (as used herein, "Paxil®" includes all forms) for prescription to persons under 18 years of age while allegedly withholding and concealing negative information concerning its safety and effectiveness and thus causing Plaintiffs actual economic damages;

WHEREAS, there are three actions pending in different jurisdictions in which similar claims to those at issue here have been made -- *Philadelphia Firefighters Local 22 Health and Welfare Fund v. SmithKline Beecham*, United States District Court for the Eastern District of Pennsylvania, No. 2:07-cv-02460-JG; *Universal Care, Inc. v. SmithKline Beecham*, California Superior Court, Orange County, No. 04-CC-00590; and *Carpenters and Joiners Welfare Fund*,

EXHIBIT B

et al. v. SmithKline Beecham, Minnesota District Court, Hennepin County, No. 04-012879 -- and the individual plaintiffs and their counsel in these actions have agreed to settle their individual claims and dismiss their class claims with prejudice within 20 days of Final Approval of this Settlement (as defined herein);

WHEREAS, GSK denies each and every allegation in the Action, but has concluded that it will enter into this Settlement Agreement to avoid the further expense inherent in protracted litigation;

WHEREAS, this Settlement Agreement and the settlement set forth herein (collectively, the "Settlement") are the result of arm's length negotiations, and Plaintiffs and their counsel consider this Settlement to be fair, reasonable, adequate and in the best interests of the class;

WHEREAS, this Settlement Agreement is intended to incorporate all previous negotiations and agreements, written or oral, between Plaintiffs and Defendant (the "Parties");

WHEREAS, without affecting the finality of the Judgment, the Court shall retain continuing jurisdiction over the Action and the Parties, including all members of the class, concerning the administration and enforcement of the Settlement, and the benefits to the class hereunder to the maximum extent permitted by law.

NOW, THEREFORE, it is agreed by the undersigned, on behalf of the Settlement Class (as defined in Paragraph 1 below) and GSK that, subject to the approval of the Court as provided herein, the Action and all claims of Plaintiffs and the "Settlement Class" shall be settled, compromised and dismissed with prejudice and, except as hereinafter provided, on the following terms and conditions:

1. **Preliminary Certification of Settlement Class.** The Parties stipulate, for settlement purposes only, to certification of the following Settlement Class:

All Third-Party Payors of prescription medicine benefits in the United States and its territories, including administrators and benefit managers, who reimbursed, purchased, or paid for Paxil® prescribed for consumption by any person under the age of 18, between January 1, 1998 and December 31, 2004. “Third-Party Payor” means an insurance company, employee benefit plan, health and welfare fund, or any other private entity that purchases, pays for, or reimburses the cost of, prescription medications for qualified persons such as insureds, members, dependants, or beneficiaries.

Excluded from this class are: (i) any federal, state, or local government entity that reimbursed, purchased, or paid for Paxil® prescribed for consumption by any person under the age of 18, including payments made by such an entity under the Medicare or Medicaid programs; (ii) Defendant, including its parents, subsidiaries, and affiliates; (iii) any entity in which Defendant has a controlling interest; and (iv) any potential Settlement Class member who timely opts out of the Settlement in accordance with the Court’s Orders.

2. For the purposes of implementing this Settlement Agreement and effectuating the Settlement, GSK and Plaintiffs stipulate that the Court may enter an Order preliminarily certifying the Settlement Class as provided for herein, appointing the Plaintiffs as class representatives and appointing Plaintiffs’ counsel as counsel for the Settlement Class (“Class Counsel”).

3. For the purposes of implementing this Settlement Agreement and effectuating the Settlement Agreement only, the Parties agree for the purposes of this Settlement Agreement only and not as an admission in this or any other dispute, not to contest Plaintiffs’ assertion that the Settlement Class is so numerous that joinder is impracticable; that common questions

predominate over any individual issues affecting the Settlement Class members; that Plaintiffs and their attorneys are adequate representatives for the Settlement Class; and that class-wide adjudication of this dispute is appropriate.

4. **Joint Motion for Preliminary Approval.** On or about May 12, 2008, Plaintiffs shall file a joint motion in the Action for preliminary approval of this Settlement Agreement and for entry of an order in the form annexed hereto as Exhibit A.

5. **Plan for Dissemination of Notice.** Simultaneously with the Parties' joint motion for preliminary approval, Plaintiffs shall submit to the Court a proposed form of notice in the form annexed hereto as Exhibit B, and a plan for dissemination of notice to Settlement Class members, in the form annexed hereto as Exhibit C.

6. **The Settlement Amount.**

a. Subject to Final Approval of this Settlement under paragraph 14 hereof (hereinafter, "Final Approval") and GSK's right of termination under paragraph 16 below hereof, GSK agrees to pay Forty Million Dollars, \$40,000,000.00 (the "Settlement Amount"), in full, complete and final settlement of the Action, all Released Claims (as defined in paragraph 15 below), and any obligations GSK might otherwise have to pay for notice to Settlement Class members, the claims of Settlement Class members, interest, the costs of administration of the Settlement, and the cost of suit, including attorneys' fees. Plaintiffs and Class Counsel acknowledge that no portion of the Settlement Amount represents the payment of punitive, exemplary, or enhanced damages.

b. Simultaneously with submission of this Settlement Agreement to the Court for preliminary approval pursuant to paragraph 4 above, the Parties shall jointly propose

to the Court that Complete Claim Solutions, LLC shall serve as the administrator of the funds included in the Settlement Amount (the "Claims Administrator"), who shall process claims in accordance with paragraphs 8 through 11 below, and that US Bank shall serve as the depository bank for the Settlement Amount ("Escrow Agent"). If: (i) the Court declines to approve this Settlement preliminarily; or (ii) the Court preliminarily approves this Settlement but withdraws such preliminary approval; or (iii) this Settlement does not receive Final Approval; or (iv) this Settlement is terminated under paragraph 16 hereof, then GSK's sole obligation shall be to pay the costs of administration incurred as of that date by the Claims Administrator, the costs incurred in giving Court-approved notice, and any accrued tax liability.

7. **Reversion to Charity.** If this Settlement receives Final Approval (as defined in Paragraph 14 below), and if after all payments have been made as provided in paragraphs 8 below through 11 below hereof, there are unexpended funds in the Settlement Amount, then that remaining amount shall be donated to one or more charity organizations whose primary purpose includes mental health issues affecting children. Such charity or charities shall be selected by GSK, subject to Court approval.

8. **Submission of Claims.**

Upon this Settlement receiving Final Approval, Settlement Class members who have not timely exercised the right to opt out as provided in the Court-approved notice and who will be participating in the Settlement must file proofs of claim as described below:

a. Settlement Class members shall submit documentary evidence, supported by a sworn or verified statement, showing:

1. each prescription of Paxil® for a patient who was under 18 years of age when the prescription was dispensed within the time span from January 1, 1998 through December 31, 2004;

2. for each prescription, the Settlement Class member's actual out-of-pocket and unreimbursed cost, based on the amount paid by the Settlement Class member, net of any co-payments, rebates, deductibles, discounts, co-insurance, and/or any other amount that must be subtracted to determine actual costs for Paxil® prescribed for persons under the age of 18 ("Actual Cost");

3. where records reflect that the patient had a diagnosis of Major Depressive Disorder, a Settlement Benefit calculated as 40% of Actual Cost;

4. where records reflect that the patient was prescribed Paxil®, but do not reflect a diagnosis of Major Depressive Disorder, a Settlement Benefit calculated as 15% of Actual Cost;

5. the total amount of the claim ("Settlement Benefit" herein);

b. Settlement Class members shall not be required to provide individually identifiable health information in their submission but are required to verify under penalty of perjury the accuracy of the information contained in their submission.

c. The right to opt out is an individual decision by each potential Settlement Class member and no person, specifically including counsel, may exercise the right to opt out on behalf of another person. The right to opt out may only be used to pursue an individual action and not a class action.

9. **Payment of Claims.**

a. The Claims Administrator, in connection with Class Counsel, shall determine which Settlement Class members have submitted the requisite proof and shall distribute the Settlement Benefit to those Settlement Class members, after all claims have been submitted and reviewed. The amount payable to Settlement Class members shall be reduced on a pro rata basis if the Settlement Amount is not sufficient to pay all claims in full after payment of attorney's fees and expenses of notice and administration have been deducted from the Settlement Amount, as provided in paragraph 10.g below. Each Settlement Class member will receive their full Settlement Benefit in one payment. No funds will be disbursed to any Settlement Class Member until the claims of all Settlement Class Members have been submitted and verified by the Claims Administrator. The Claims Administrator will make periodic reports to the Parties.

b. The Parties reserve their rights, at their option, to review claim forms for completeness, accuracy and consistency with the terms of the Settlement Agreement, and to object to claims they believe are invalid or unsupported. Any dispute between the Parties as to a Settlement Class member's entitlement to a Settlement Benefit, which cannot be resolved by the Parties, will be resolved by the Court or a Court-appointed administrator, whose decision will be final and not subject to appeal.

10. Final Approval

Following the class notice and opt-out period, Plaintiffs shall prepare and file a Joint Motion for Final Approval.

a. Prior to the hearing on the Joint Motion for Final Approval, Class Counsel shall petition the Court for an award of attorneys' fees and costs in an amount not to

exceed one-third of the Settlement Amount. The fee shall be calculated based upon the total Settlement Amount.

b. GSK agrees that it will take no position, either publicly or in court, with respect to any application by Class Counsel for an award of attorneys' fees and costs in accordance with this Settlement Agreement, provided that the application seeks fees and costs solely from the Settlement Amount and does not require any payment by GSK in addition to the Settlement Amount.

c. Within 20 days of this Settlement receiving Final Approval as defined in Paragraph 14, GSK shall pay out of the Settlement Amount the attorney's fees and costs as approved by the Court.

d. With respect to the attorneys' fee request, Defendant hereby waives any appellate rights to challenge or support any award of attorneys' fees within the range provided in paragraph 10.a.

e. At the hearing on the Joint Motion for Final Approval, Class Counsel shall petition the Court for incentive awards and settlements to be paid Plaintiffs and the individual consumers who are plaintiffs in the Action from Class Counsel's award of attorneys' fees and costs. Subject to the approval of the Court and, if necessary, the approval of the United States District Court in *Philadelphia Firefighters Local 22 Health and Welfare Fund v. SmithKline Beecham*, United States District Court for the Eastern District of Pennsylvania, No. 2:07-cv-02460-JG, counsel for the Parties agree that the methodology for calculating the incentive award approved by the Court for Plaintiffs here shall also be applied to calculate the incentive award, if any, for the named plaintiff in *Philadelphia Firefighters Local 22 Health and Welfare Fund*, and

those incentive awards will also be paid out of the award of attorneys' fees and costs in the Action.

f. All Settlement expenses of whatever kind, including those relating to administration and notice, and all attorneys' fees, costs and incentive awards to Plaintiffs, shall be paid out of the Settlement Amount and not additionally by GSK.

g. If the aggregate amount of claimed Settlement Benefits, fees, expenses and costs exceeds the Settlement Amount, the Settlement Benefits shall be reduced (in proportion to Settlement Class members' claims as allowed by the Claims Administrator in accordance with paragraph 9.a above) so that in no event is the Settlement Amount exceeded.

11. Right of Appeal by Settlement Class member.

a. Upon Final Approval of the Settlement, the Settlement is no longer appealable. In the event a Settlement Class member does not opt out of the Settlement and after Final Approval, attempts to object to or appeal any term of the Settlement Agreement as finally approved by the Court, the Settlement Class member has waived his/her rights to object or appeal. The Final Approval of the Settlement Agreement by this Court serves as a waiver and final ruling on any Settlement Class member's right to object or appeal to the terms of the Settlement Agreement. A Settlement Class member is deemed to have waived all objections and grounds for appeal should a Settlement Class member opt out or fail to object prior to the Final Approval of the Settlement Agreement by this Court.

12. Exclusive Remedies.

a. Settlement Class members who have not timely exercised their right to opt out as provided in the Court-approved notice shall look solely to the Settlement Amount for settlement and satisfaction of all Released Claims (defined herein) and shall only have recourse to the court having jurisdiction over the Action for any objection to or relief from this Settlement Agreement.

b. Except as provided in this Settlement Agreement, GSK shall not be liable for any costs, fees or expenses of Plaintiffs, Settlement Class members, or their counsel, experts, advisors, agents or representatives of any Settlement Class member.

13. **Entry of Final Order and Judgment.** If the Court grants the Joint Motion for Final Approval and finally approves this Settlement under paragraph 10 above hereof, the Named Plaintiffs and GSK shall jointly request entry of a Final Order and Judgment.

14. **Finality of Settlement.** “Final Approval” of this Settlement as used herein shall mean the occurrence of all of the following events:

a. The Settlement is finally approved in all respects by the Court as required by Fed.R.Civ.P. 23;

b. The Final Order and Judgment is entered, as provided in paragraph 13 above;
and

c. The time for appeal or to seek permission to appeal from the Court’s approval of this Settlement Agreement and entry of the Final Order and Judgment has expired or, if appealed, the approval of this Settlement Agreement and the Final Order and Judgment have been affirmed in their entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

15. Releases and Covenants Not to Sue

a. Upon this Settlement receiving Final Approval, the Plaintiffs, on behalf of themselves and all Settlement Class members, and their successors, heirs and assigns, and anyone acting on their behalf, including in a representative or derivative capacity, shall, and shall be deemed as of the date of Final Approval of this Settlement to: (i) release GSK and its present and former parents, subsidiaries, divisions, affiliates, stockholders, benefit plans, officers, directors, employees, agents and any of their legal representatives, and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing (collectively, the “Released Parties”) from all claims that the Plaintiffs and Settlement Class members asserted or could have asserted arising out of or relating to their payment, purchase, or reimbursement for Paxil® prescriptions for ingestion by persons under 18 years of age, including without limitation any claim for attorneys fees or expenses of any type (“Released Claims”), and (ii) covenant not to sue the Released Parties based on any Released Claims.

b. GSK agrees that this release does not cover, and that it will not assert this Release and covenant not to sue or the Settlement of claims pursuant to this Settlement Agreement as a defense to any claim for personal injury by any person which might or could have been sustained by the ingestion of Paxil®. A Settlement Class member may not claim or recover economic damages released by this Settlement Agreement for itself or on behalf of any of its members or insureds, either through subrogation or any other theory that would allow the Settlement Class Member to recover such damages on behalf of its members or insureds.

16. Termination.

a. Notwithstanding any other provision hereof, GSK may terminate this Settlement at its sole discretion if, after the end of the opt-out period as provided in the Court-approved notice, either more than five percent (5%) of the Settlement Class members have opted out, or the total number of covered lives for the Settlement Class members who have opted out is greater than 500,000, provided GSK notifies the Plaintiffs of its election to terminate the Settlement within 30 business days of the close of the opt-out period.

17. Termination by Reason of Court Action and Inadmissibility of Agreement In Other Proceedings. In the event this Settlement Agreement does not receive Final Approval, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, shall not be deemed or construed to be an admission or confession by the Parties of any fact, matter or proposition of law, and shall not be used in any manner for any purpose, including cross-examination and impeachment, and all Parties to the Action shall stand in the same position as existed on the day before signing this Settlement Agreement and as if this Settlement Agreement had not been negotiated or executed. In such event, either party may move the Court to vacate any and all orders entered by the Court pursuant to the provisions of this Settlement Agreement.

In the event this Settlement Agreement does receive Final Approval, this Settlement Agreement and all negotiations, proceedings, documents prepared and statements made in connection herewith shall not constitute an admission by any person or entity, shall not be construed as an admission with respect to any issues of law or act, and shall not be admissible in any proceeding for any purpose, including cross-examination and impeachment, except to

enforce or interpret the terms herein in any dispute between the parties. GSK expressly denies any liability to any Settlement Class member for any purpose and states that this Settlement Agreement was entered into solely for the purpose of settling and compromising disputed claims and to avoid the cost of litigation and for no other purpose.

18. **Return of GSK Discovery Materials.** Plaintiffs and their Class Counsel agree that all materials produced by GSK during the course of either the Action or the other actions pending in different jurisdictions, *Philadelphia Firefighters Local 22 Health and Welfare Fund v. SmithKline Beecham*, United States District Court for the Eastern District of Pennsylvania, No. 2:07-cv-02460-JG; *Universal Care, Inc. v. SmithKline Beecham*, California Superior Court, Orange County, No. 04-CC-00590; and *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*, Minnesota District Court, Hennepin County, No. 04-012879, which are not publicly available, including all copies thereof in the possession or control of Plaintiffs or their counsel, other Settlement Class members or their counsel, experts, consultants or agents of any of them, shall be returned to GSK or, at the election of Plaintiffs' and/or Class Counsel, destroyed upon the latter of 60 days after this Settlement achieves Final Approval as provided in paragraph 14, provided that any documents that were produced jointly (or that are subject to an existing agreement under which documents could be used in more than one case) in the above-referenced cases and in individual cases involving alleged personal injuries arising from Paxil® usage may be retained until 60 days after the final resolution of such individual actions. Upon GSK's request, Class Counsel and counsel of any other Settlement Class members shall provide a written statement certifying compliance with this provision.

19. **Warranties and Representations.**

a. The signatories below warrant and represent they have authority to execute this Settlement Agreement.

b. Plaintiffs and Class Counsel warrant and represent that they have concluded, after extensive discovery, after their thorough review of the facts and the relevant law, and after their having consulted with whomever they deemed necessary, that it is in the best interests of the Settlement Class members to enter into this Settlement Agreement in order to avoid the risk and uncertainty of continued litigation and to assure a benefit to the Settlement Class members.

20. Commitment to Support by Parties.

Plaintiffs, Class Counsel, Defendant and Defendant's counsel agree to recommend approval of and to support this Settlement Agreement to the Court and to undertake their best efforts, including all reasonable steps and efforts contemplated by this Settlement Agreement to give force and effect to its terms and conditions. The Parties agree that any delay in the Preliminary Hearing and Final Approval by the Court would be prejudicial to the Settlement Class members, and that they shall undertake all reasonable actions contemplated by this Settlement Agreement in order to accomplish the above on a timely basis. Neither Plaintiffs, Plaintiffs' Counsel, Defendant, nor Defendant's counsel shall in any way encourage any objections to this Settlement Agreement (or any of its terms or provisions), or encourage any potential Settlement Class members to elect to opt-out.

21. Construction of Agreement.

The determination of the terms and conditions of this Settlement Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this

Settlement Agreement, and therefore, the terms of this Settlement Agreement are not intended to be construed against any party by virtue of draftsmanship.

22. Binding Effect.

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties, and their respective heirs, successors and assigns. The individuals signing this Settlement Agreement on behalf of Defendant hereby represent and warrant that they have the power and authority to enter into this Settlement Agreement on behalf of Defendant, on whose behalf they have executed this Settlement Agreement, as well as the power and authority to bind Defendant to this Settlement Agreement. Class Counsel executing this Agreement represent and warrant that they have the authority to enter into this Agreement on behalf of Plaintiffs and, unless restricted otherwise by the Court, the Settlement Class members, and to bind Plaintiffs and the Settlement Class members.

23. Waiver.

Any failure by any of the Parties to insist upon the strict performance by any of the other Parties of any of the provisions of this Settlement Agreement shall not be deemed a waiver of any of the provisions of this Settlement Agreement and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Settlement Agreement.

24. No Third Party Beneficiaries.

This Settlement Agreement is intended solely for the benefit of the parties hereto, including all Settlement Class Members, and shall not be construed to create rights in, or to grant remedies to or delegate any duty, obligation or undertaking established herein to any third party as a beneficiary to this Settlement Agreement.

25. Continuing Jurisdiction.

Defendant, Plaintiffs' Counsel, Plaintiffs and each Settlement Class member hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the District of Minnesota, for any suit, action, proceeding, case, controversy, or dispute relating to this Settlement Agreement, and performance or breach of same. From and after the Court's Preliminary Approval Order, all Plaintiffs, Settlement Class members who have not opted out, Defendant, Plaintiffs' Counsel, and Defendant's counsel are barred and enjoined from commencing or continuing any other suit, action, proceeding, case, controversy, or dispute relating to this Settlement Agreement or the claims released by this Settlement Agreement except as required by law or as required to effectuate this Settlement Agreement. All controversies or disputes relating to the Settlement, this Settlement Agreement, and performance or breach of same, will be heard exclusively in the United States District Court for the District of Minnesota.

26. Confidentiality. The terms of this Settlement Agreement and of the Motion for Preliminary Approval referred to in paragraph 4 hereof, including their terms and any dollar amounts specified therein, shall not, without the joint written consent of the Parties, be disclosed before the date on which the Court-approved notice to the class is issued, except for the following limited purposes:

- a. as disclosure may be required by law;
- b. as may be deemed necessary by the Parties to retain the Claims Administrator and Escrow Agent, and to retain a firm to supervise and administer the providing of notice to the class and to enforce the terms of this Court's orders; and

c. in an action by any of the Parties to enforce or interpret the terms of this Settlement Agreement.

Nothing in this confidentiality provision is intended to limit any party from disclosing to the Internal Revenue Service or other appropriate taxing authority the tax treatment or tax structure of the Settlement herein.

27. Post-Notice Publicity.

Neither Plaintiffs, Plaintiffs' Counsel Defendant nor Defendant's counsel will issue a press release following Settlement or affirmatively seek out media to discuss the merits of this case or the terms or facts of the Settlement. Neither Plaintiffs, Plaintiffs' Counsel, Defendant nor Defendant's counsel are, however, prohibited from responding to the press, or from discussing the mechanics of the claims process. If contacted by the press, each party will notify the other side.

28. Notices. All notices, demands, requests and other communications (collectively "Notices") given or served by any party in connection with this Settlement Agreement shall be in writing. Notices shall be given by hand delivery, with receipt, or by nationally recognized overnight courier, with receipt, as follows:

Notices to Plaintiffs:

William D. Marvin, Esq.
Cohen, Placitella & Roth, P.C.
Two Commerce Square, Suite 2900
2001 Market St.
Philadelphia, PA 19103

Stephen A. Swedlow, Esq.
Swedlow & Associates, LLC
205 N. Michigan Avenue, Suite 1940
Chicago, IL 60601

Notices to GSK:

Dwight Davis, Esq.
Meghan Magruder, Esq.
King & Spalding LLP
1180 Peachtree Street, NE
Atlanta, GA 30309-3521

Any party may change the person to whom Notices shall be given or served by sending notice of such change to all Parties by hand delivery, with receipt, or by nationally recognized overnight courier, with receipt.

29. **Binding Nature of Agreement.** This Settlement Agreement shall be binding upon, and inure to the benefit of, GSK and its successors and assigns. Upon this Settlement Agreement receiving Final Approval, it shall be binding upon, and inure to the benefit of, the Plaintiffs and all Settlement Class members who have not timely exercised the right to opt out as provided in the Court-approved notice and their heirs and assigns.

30. **Complete Agreement.** This Settlement Agreement and attachments thereto contains an entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties; it is not subject to any condition not provided for herein; and it supersedes all prior agreements between the parties with respect to its subject matter. This Settlement Agreement shall not be modified in any respect except by a writing executed by the Parties.

31. **Interpretation of Agreement.** Prior drafts of this Settlement Agreement shall not be used to interpret this Settlement Agreement, which shall be construed only according to the final language of this Settlement Agreement.

32. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed original, and all of which shall constitute one and the same instrument.

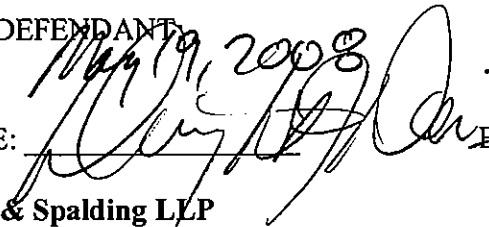
FOR PLAINTIFFS:

DATE: May 19, 2007

BY: 
PAUL R. DAHLBERG

Meshbeshner & Spence, Ltd.
416 South Broadway
Rochester MN 55902
Telephone: (507) 280-8090

FOR DEFENDANT:

DATE: May 19, 2008
 BY: _____
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