

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

MELANIE A. KLINGENSMITH and)	
BILLIE LEE SONNTAG, individually)	Civil Action No. 07-cv-1065
and on behalf of all others similarly)	
situated,)	CLASS ACTION
)	
Plaintiffs,)	
)	
v.)	
)	
BP PRODUCTS NORTH AMERICA,)	
INC., and DOES 1 through 10, inclusive,)	
)	
Defendant.)	

JUDGMENT

This matter came on for hearing upon the uncontested motion of Class Representatives for approval of the settlement set forth in the Class Action Settlement Agreement (the "Settlement Agreement"). Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment and Order of Dismissal ("Judgment"), adopts all defined terms as set forth in the Settlement Agreement filed in this case.
2. The Court has jurisdiction over the subject matter of the Litigation, the Class Representatives, the other Members of the Settlement Class and BP Products North America, Inc.
3. The Court finds that the distribution of the Notice to Class Members Regarding Pendency of Class Action as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United

States Constitution. Based on evidence and other material submitted in conjunction with the Settlement Hearing, the notice to the class was adequate.

4. The Court finds in favor of settlement approval.

5. The Court approves the settlement of the above-captioned action, as set forth in the Settlement Agreement, each of the releases and other terms, as fair, just, reasonable and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

6. All of the Released Claims are dismissed with prejudice as to the Class Representatives and the other Members of the Class. The Settling Parties are to bear their own attorneys' fees and costs, except as otherwise provided in the Settlement Agreement.

7. Solely for purposes of effectuating this settlement, this Court has certified a class of all Members of the Settlement Class, as that term is defined in and by the terms of the Settlement Agreement.

8. With respect to the Rule 23 of the Federal Rules of Civil Procedure and for purposes of approving this settlement only, this Court finds and concludes that: (a) the Members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among Members of the Class with respect to the subject matter of the Litigation; (c) the claims of Class Representatives Melanie A. Klingensmith and Billie Lee Sonntag are typical of the claims of the Members of the Class; (d) the Class Representatives have fairly and adequately protected the interests of the Members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy and common issues predominate over individual issues; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the plaintiffs in their individual and representative capacities and for the Class.

9. By this Judgment, the Class Representatives shall fully, finally and forever release, relinquish and discharge, and each of the Settlement Class Members shall be deemed to

have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished and discharged all Released Claims against the BPPNA Releasees as set forth in the Settlement Agreement. This matter is hereby dismissed with prejudice.

10. Neither the Settlement Agreement, nor any act performed or document executed pursuant to or in furtherance of the settlement: (i) is or 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 or liability of the BPPNA Releasees; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the BP Releasees in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. The BP Releasees may file the Settlement Agreement and/or the Judgment from this Litigation in any other action that may be brought against them 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 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. The only Class Members entitled to relief pursuant to this Judgment are Participating Claimants. Neither the Settlement Agreement nor this Judgment will result in the creation of any unpaid residue or residual.

12. BP Products North America, Inc. has agreed to pay Class Counsel their reasonable attorneys' fees in this matter as well as certain allowable costs in this matter, up to a maximum of \$175,000. The Court finds that attorneys' fees and costs in the amount of \$175,000 are fair and reasonable, and that, pursuant to its agreement. BP Products North America, Inc. is directed to make such payments in accordance with the terms of the Settlement Agreement. The Court also approves incentive payments of \$2,500 for each of the named Plaintiffs.


13. The Court reserves exclusive and continuing jurisdiction over the Litigation, the Class Representatives, the Settlement Class and BP Products North America, Inc. for the purposes of supervising the implementation, enforcement, construction, administration

and interpretation of the Settlement Agreement and this Judgment.

14. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

DATED: 1/6/09



The Honorable Gary L. Lancaster
United States District Court Judge