

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

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

**CLASS ACTION SETTLEMENT AGREEMENT AND PROPOSED
PRELIMINARY APPROVAL ORDER (Exhibit A); CLASS NOTICE
(Exhibit B); FINAL APPROVAL ORDER (Exhibit C); FINAL
JUDGMENT (Exhibit D)**

This Class Action Settlement Agreement (“Settlement Agreement”) is hereby stipulated and agreed by and between Melanie A. Klingensmith and Billie Lee Sonntag (the “Class Representatives”), on behalf of themselves individually and as representatives of the Settlement Class (defined below) on the one hand, and BP Products North America, Inc. (“BPPNA”), on the other.

RECITALS

WHEREAS, there is an action pending in the United States District Court for the Western District of Pennsylvania, as amended, on May 5, 2008, captioned *Melanie A. Klingensmith and Billie Lee Sonntag, individually and on behalf of all others similarly situated v. BP Products North America, Inc.*, Civil Action No. 07-1065, hereinafter referred to as the “Litigation”;

WHEREAS, the Class Representatives, on behalf of themselves and as representatives of the Class, and BPPNA are the Parties to the Litigation;

WHEREAS, the Litigation as amended includes the claims asserted in *Billie Lee Sonntag v. BP Products North America, Inc.*, No. 07-2974 (E.D. Pa.) (“*Sonntag*”);

WHEREAS, in connection with the settlement embodied by this Settlement Agreement, the plaintiff in *Sonntag* has dismissed *Sonntag* and joined the Litigation as a representative plaintiff, and her counsel has joined the Litigation as class counsel;

WHEREAS, the Parties sought amicable resolution of the Litigation and conducted a day-long mediation before James H. McConomy, Esquire;

WHEREAS, counsel for the Parties engaged in further extensive, arms-length negotiations under the auspices of the mediator with regard to the possible settlement of the Litigation;

WHEREAS, after extensive arms-length negotiations, and based on the experience of Class Counsel, the Class Representatives and Class Counsel have concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate to the Class and in the best interest of the Class;

WHEREAS, the Class Representatives, on behalf of themselves and as representatives of the Class and BPPNA desire to resolve the disputes between them;

WHEREAS, the Class Representatives, on behalf of themselves and as representatives of the Class, and BPPNA will execute this Settlement Agreement solely to compromise and settle protracted, complicated and expensive litigation;

WHEREAS, BPPNA has denied and continues to deny any and all liability to the Class Representatives and to the Class, but has concluded that further conduct of the Litigation

would be protracted and expensive, and has taken into account the uncertainty and risks inherent in this litigation, and has determined that it is desirable that the Litigation be fully, completely, and finally settled in the manner and upon the terms set forth herein;

NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND AGREED by and between the Class Representatives (for themselves and the Class Members) and BPPNA, with the assistance of their respective counsel or attorneys of record, that, as among the Settling Parties, including all Class Members, the Litigation and the Released Claims shall be finally and fully compromised, settled and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Settlement Agreement.

I. Terms of the Settlement.

1. **Definitions.**

As used in all parts of this Settlement Agreement, the following terms have the meanings specified below:

1.1 “BPPNA” means BP Products North America, Inc., a privately held company, which is organized and existing under the laws of the State of Maryland.

1.2 “BPPNA Releasees” or “The BPPNA Releasees” means BPPNA, each of its past and present affiliates and owned or licensed stores (including, but not limited to, any other parents and/or subsidiaries), predecessors, successors, divisions, licensees, joint ventures and assigns, each jobber, marketer, owner or operator of any BP branded Service Station, and each of the above entities’ past or present owners, directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-insurers, re-insurers, shareholders, attorneys, accountants or auditors, banks or investment banks, associates, personal or legal representatives.

1.3 “Settlement Class” means the collective group of those individuals defined as follows:

All persons who received an electronically printed receipt from certain BP branded Service Stations located in Pennsylvania, at the point of sale or transaction, in a transaction occurring between December 4, 2006 and September 30, 2007, wherein the receipt displayed (1) more than the last five digits of the person’s credit card or debit card number, and/or (2) the expiration date of the person’s credit or debit card number.

1.4 “Class Counsel” means the law firms of Carlson Lynch LTD and Mager & Goldstein, LLP.

1.5 “Class Member” or “Member of the Class” means a person within the description of the Class above, excluding those who do not properly opt-out of the Class, as discussed herein.

1.6 “Class Notice” means the “Informational Notice,” and “Summary Notice,” and “Publication Notice” to be approved by the Court substantially in the form attached hereto as Exhibits B1, B2 and B3.

1.7 “Class Period” means the time period between December 4, 2006 and September 30, 2007.

1.8 “Court” means the United States District Court for the Western District of Pennsylvania.

1.9 “Effective Date” means the date on which the Judgment becomes Final.

1.10 “Final” means: (i) with respect to any judicial ruling or order, that the period for any appeals petitions, motions for reconsideration, rehearing or certiorari or any other proceedings for review (“Review Proceeding”) has expired without the initiation of any Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and final disposition of any such Review Proceeding without a reversal or modification,

including the exhaustion of proceedings in any remand and/or subsequent appeal after remand. Notwithstanding the foregoing, any proceeding or order, or any appeal or petition for a writ pertaining solely to the award of attorneys' fees or costs shall not, by itself, in any way delay or preclude the Judgment from becoming Final.

1.11 "Judgment" means the Order Approving Class Action Settlement to be rendered by the Court pursuant to this Settlement Agreement substantially in the form attached hereto as Exhibit D.

1.12 The "Litigation" or the "Lawsuit" means the lawsuit entitled *Melanie Klingensmith and Billie Lee Sonntag, individually and on behalf of all others similarly situated v. BP Products North America, Inc.*, Defendant, United States District Court for the Western District of Pennsylvania, Civil Action No. 07-1065.

1.13 "Notice Publication Deadline" means the deadline for publication of the Summary Notice by the later of thirty (30) days after the date of entry of this Order or September 1, 2008.

1.14 "Notice Response Deadline" means the date fifty (50) days after the Summary Notice and Publication Notice is published to the Class Members.

1.15 "Order of Final Approval" or "Order Granting Final Approval of Settlement" means an order to be entered and filed by the Court entitled "Order Granting Final Approval of Settlement" substantially in the form attached hereto as Exhibit C.

1.16 "Participating Claimant" or "Participating Claimants" means each Member of the Settlement Class who properly and timely submits a Qualifying Settlement Claim Certification Form in response to the Class Notice.

1.17 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.

1.18 “Preliminary Approval Order” means an order to be executed and filed by the Court entitled “Order Granting Preliminary Approval” substantially in the form attached hereto as Exhibit A.

1.19 “Qualifying Settlement Claim Certification Form” means a Settlement Claim Certification Form that is completed, properly executed and timely returned to BP Products North America, Inc., at the address in the Class Notice, postmarked or submitted electronically within sixty (60) days from the date of the publication of Summary Class Notice. BPPNA shall have the right to verify that each claim submitted is valid in that it reflects a gasoline purchase within the Class Period by debit or credit card that displayed the debit or credit card information stated in paragraph 1.3 above. Class Counsel shall be apprised of any claim being challenged by BPPNA, and the Parties, through their counsel, shall confer, by telephone, if possible, in an attempt to resolve any challenged claim.

1.20 “Released Claims” mean, collectively, any and all claims, in whole or in part, including Unknown Claims as defined herein, demands, rights, liabilities and causes of action of every nature and description whatsoever including, without limitation, statutory, constitutional, contractual or common law claims, whether known or unknown, whether or not concealed or hidden, against the BPPNA Releasees, or any of them, that accrued at any time in or prior to the Class Period for any type of relief, including, without limitation, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief, based on any and all claims that were or could have been asserted in the Lawsuit, or that are in any way related to the publication of cardholder’s account

information, including but not limited to printing of more than the last five digits of the cardholder's account number or the expiration date, upon a receipt provided to the cardholder at the point of sale of the transaction.

1.21 "Settlement Claim Certification Form" means the form attached to the "Class Notice," in the same or substantially the same manner as set forth in Exhibit B1 and B2.

1.22 "Settlement Hearing" or "Fairness Hearing" means a hearing set by the Court to take place after the Notice Response Deadline for the purpose of (i) determining the fairness, adequacy and reasonableness of the Settlement Agreement and associated settlement pursuant to class action procedures and requirements; and (ii) entering Judgment.

1.23 "Settlement Relief" means the relief described in Part IV, Section 2 of this Agreement.

1.24 "Settling Parties" means BPPNA and the Class Representatives on behalf of themselves and all Members of the Settlement Class.

1.25 "Settlement Agreement" means this Agreement and all of its attachments and exhibits, which the Settling Parties understand and agree sets forth all material terms and conditions of the Settlement between them and which is subject to Court approval. It is understood and agreed that BPPNA's obligations for payment and distribution of the Settlement Relief under this Settlement Agreement are conditioned on, among other things, the occurrence of the Effective Date.

1.26 "Unknown Claims" means any Released Claims which the Class Representatives or any Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the entry of the Judgment, and which, if known by him, her or it might have affected his, her or its settlement with and release of the BPPNA Releasees. The Class

Representatives and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but the Class Representatives and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Class Representatives acknowledge, and the Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

2. **The Settlement.**

Subject to the terms hereof, the parties agree to a full, complete and final settlement of the Class Action Litigation on the following basis:

2.1 *Consideration to Settlement Class Members; Charitable Contribution*

2.1.1 This Class Action Settlement Agreement and all associated exhibits or attachments (herein "Settlement Agreement") is made for the sole purpose of attempting to consummate settlement of this action on a class-wide basis. The Settlement Agreement is made in compromise of disputed claims. Because this action was pled as a class action, this settlement must receive preliminary and final approval by the Court. Accordingly, the Settling Parties enter into this Stipulation and associated settlement on a conditional basis. In the event that the Court does not execute and file the Order Granting Final Approval of Settlement, or in the event that

the associated Judgment does not become Final for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation, terms and entry of the Settlement Agreement shall remain subject to the mediation agreement between the parties, the ADR policies and procedures of the United States District Court for the Western District of Pennsylvania, and the provisions of Federal Rule of Evidence 408 and any similar state law.

2.1.2 BPPNA denies all of the claims as to liability, damages, penalties, interest, fees, restitution and all other forms of relief as well as the class action allegations asserted in the Litigation. BPPNA has agreed to resolve this Litigation through this Settlement Agreement, but to the extent this Settlement Agreement is deemed void or the Effective Date does not occur, BP does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class action treatment on any grounds or assert any and all defenses or privileges. The Class Representatives and Class Counsel agree that BP retains and reserves these rights and agree not to take a position to the contrary; specifically the Class Representatives and Class Counsel agree not to argue or present any argument, and hereby waive any argument, that BP could not contest class certification on any grounds if this Litigation were to proceed.

2.1.3 BPPNA, according to the terms, conditions and procedures set forth in this Settlement Agreement, shall provide: (a) to each Participating Claimant who submits one or more debit or credit card receipts that were issued during the Class Period which displays (1) more than the last five digits of the person's debit or credit card number, and/or (2) the expiration date of the person's debit or credit card number, \$25.00 for each receipt submitted, up to a maximum of \$100.00 per Participating Claimant; and (b) to each Participating Claimant who

does not submit any receipts, \$5.00 (such \$5.00 being the maximum amount available per household). BPPNA, according to the terms, conditions and procedures set forth in this Settlement Agreement, shall donate \$5,000.00 to a charity or charities selected by BPPNA, subject to the approval of Class Counsel, which shall not be unreasonably withheld.

2.2 *Court Approval of Notice to the Class; Settlement Hearing.*

2.2.1 The Class Representatives and BPPNA, through their counsel of record in the Litigation, shall file this Settlement Agreement with the Court and the Class Representatives shall move for preliminary approval of this Settlement Agreement, which motion BPPNA shall not contest. Through this submission and a supporting motion, the Class Representatives, through their counsel of record, will request that the Court enter the Preliminary Approval Order thereby scheduling the Settlement Hearing for the purposes of determining the fairness, adequacy and reasonableness of the settlement, granting final approval of the settlement, granting final approval of this Settlement Agreement and entering Judgment.

2.2.2 If the Court enters the Preliminary Approval Order, then at the resulting Settlement Hearing, the Class Representatives and BPPNA, through their counsel of record, shall address any written objections from Class Members or any concerns from Class Members who attend the hearing as well as any concerns of the Court, if any, and shall and hereby do, unless provided otherwise in this Settlement Agreement, stipulate to final approval of this Settlement Agreement and entry of the Judgment by the Court.

2.3 *Notice to Class Members.*

2.3.1 If, by entering the Preliminary Approval Order, the Court provides authorization to publish the Class Notice to Class Members, BPPNA, through its counsel of record, will cause the publication of the Class Notice by the later of thirty (30) days after the date

of entry of this Order or September 1, 2008. A copy of the proposed Class Notice is appended to this Agreement as Exhibits B1, B2 and B3.

2.3.2 Summary Notice in the form attached as Exhibit B2 shall be published once in the newspapers reasonably covering the areas in Pennsylvania in which the BP branded Service Stations that are located in Pennsylvania and issued electronic debit and credit card receipts that displayed more than the last five digits of the card number and/or the expiration date of the card between December 6, 2006 and September 30, 2007 formerly operated or currently operate.

2.3.3 BPPNA will cause to be posted shortened summary notices in the form attached as Exhibit B3 at three locations at each of the 66 BP branded Service Stations identified by BPPNA as having issued receipts that displayed the debit or credit card information stated in paragraph 2.2.2 during the dates stated therein, except that no summary notices will be published at BP branded Service Stations that are no longer operating. These notices shall be prominently posted commencing on the date of publication notice and shall remain in place until sixty days after the publication notice. In the event that a sign is not posted in any individual store for whatever reason, Defendant's Counsel and Class Counsel shall meet and confer to address the situation, as a prerequisite to any request for judicial intervention.

2.3.4 In addition, BPPNA shall set up a webpage that contains the full notice (attached as Exhibit B1) and a printable claim form, and allows for the electronic submission of claims (except for those claims for which receipts are attached, which must be mailed). The webpage shall be maintained for 60 days after publication notice.

2.3.5 BPPNA shall be responsible for paying all costs of Class Notice.

2.4 *Responses to the Notice Re: Pendency of Class Action; Motion for Final Approval.*

2.4.1 Class Members have the option to participate in this Lawsuit at their own expense by obtaining their own attorney(s). Class Members who choose this option will be responsible for any attorney fees or costs incurred as a result of this election. The Class Notice will advise Class Members of this option.

2.4.2 Class Members may elect to “opt out” of the Settlement and thus exclude themselves from the Lawsuit and the Class. Class Members who wish to exercise this option must do so in writing by mail postmarked on or before the Notice Response Deadline. Otherwise, those Class Members will be deemed to have forever waived their right to opt out of the Settlement Class. Class Members who do properly opt out shall have no further role in the Litigation, and for all purposes they shall be regarded as if they never were a party to this Litigation, and thus they shall not be entitled to any benefit as a result of this Litigation, including without limitation any tolling of any pertinent statute of limitations. If more than 5% eligible Class Members opt out of the Settlement, Defendant shall have the option of terminating the Settlement Agreement at their sole discretion and if Defendant exercises this option the Settlement Agreement shall be deemed null and void *ab initio*. Class Counsel shall not encourage or solicit persons to opt out of the Class.

2.4.3 Class Members may also object to the Agreement by filing written objections with the Court no later than the Notice Response Deadline. Class Counsel must also be served with copies of the objections, postmarked no later than the Notice Response Deadline. The Class Notice shall advise Class Members of this option. Any objections must be in writing

and timely submitted or else they are waived. Class Counsel shall immediately provide any such objections to BPPNA and subsequently the Court in the final approval process.

2.4.4 Prior to the Settlement Hearing and consistent with the rules imposed by the Court, the Class Representatives shall move the Court for entry of the Order of Final Approval (and the associated entry of Judgment), which motion BPPNA shall not contest. Also prior to the Settlement Hearing, the Class Counsel shall file a Motion for Fees and Costs, consistent with this Settlement Agreement. The Class Representatives and Class Counsel shall be responsible for justifying the agreed upon payments set forth in the Agreement. To the extent possible, the motion seeking entry of the Order of Final Approval shall be noticed for the same day as the Settlement Hearing. The Class Representatives and Class Counsel shall take all reasonable efforts to secure entry of the Order of Final Approval. If the Court rejects the Stipulation, fails to enter the Order of Final Approval, or fails to enter the Judgment, this Agreement shall be void *ab initio*, and BPPNA shall have no obligations to make any payments under the Settlement Agreement.

2.5 *Timing of Distribution of Settlement Relief to Participating Claimants and Notice of Final Approval to Settlement Class Members.*

2.5.1 Within thirty (30) days of and only after the Effective Date, BPPNA shall provide to each Participating Claimant his or her Settlement Relief.

2.5.2 Settlement checks issued to Participating Claimants pursuant to this Agreement shall be valid for a period of ninety (90) days. The period of validity will be printed on each check. BPPNA shall have no obligation to honor checks presented for payment after the expiration date. Participating Claimants who fail to present their settlement check for payment in a timely fashion shall, like all Class Members, remain subject to the terms of the Judgment.

2.5.3 Following the mailing of the Settlement Relief to Participating Claimants, BPPNA shall provide counsel with a written confirmation of this mailing.

2.6 *Releases.*

2.6.1 Upon the Effective Date, the Class Representatives and each of the Class Members (and only these persons) shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished and discharged all Released Claims.

2.7 *Payment of Costs and Attorney Fees to the Class Representatives.*

2.7.1 Class Counsel shall be entitled, subject to Court approval and the occurrence of the Effective Date, to recover attorney fees and costs from BPPNA pursuant to applicable law. Subject to Court approval, BPPNA will pay Class Counsel up to a maximum of \$175,000.00 for attorney fees and costs divided equally between Carlson Lynch LTD and Mager & Goldstein LLP, within twenty-one days (21) days of the Effective Date. Payments made pursuant to this Paragraph shall constitute full satisfaction of any claim for fees and/or costs, and the Class Representatives and Class Counsel, on behalf of themselves and all Class Members, agree that they shall not seek nor be entitled to any additional attorney fees or costs under any theory. The Class Representatives and Class Counsel agree that they shall be responsible for justifying the amount of this cost and fee payment to the Court, and they agree to submit the necessary materials to justify this payment along with the Class Representatives' motion for final approval of the Settlement Agreement. BPPNA agrees not to contest Class Counsels' request for approval of this payment of fees or costs provided it is consistent with this Settlement Agreement and not in excess of \$175,000, inclusive of fees and costs. If the Effective Date occurs, BPPNA shall make the payment pursuant to this Paragraph to Carlson Lynch LTD and Mager &

Goldstein LLP directly, and Class Counsel shall provide counsel for BPPNA with the pertinent taxpayer identification numbers and a Form W-9 for reporting purposes. Other than any reporting of this fee payment as required by this Settlement Agreement or law, which BPPNA shall make, Class Counsel and the Class Representatives shall alone be responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this Paragraph.

2.7.2 Within 10 business days after the Effective Date, and only in the event that the Effective Date occurs and subject to Court approval, BPPNA will forward checks payable to Melanie A. Klingensmith and Billie Lee Sonntag, in their personal capacities only and via their counsel of record, in the amount of two thousand five hundred (\$2,500.00) United States dollars each. These payments shall be compensation and consideration for Klingensmith's and Sonntag's efforts as the Class Representatives in the Litigation.

2.8 *Claims Administration.*

2.8.1 BPPNA shall be responsible for the fees and expenses reasonably incurred to administer the claims process reflected herein. The Class Representatives and Class Counsel shall have no responsibility for any costs related thereto. Class Counsel shall not be separately reimbursed by BPPNA for any role that they might play in administering the Settlement Agreement, beyond the Counsel Fees discussed in this Agreement.

2.9 *Termination of Settlement*

2.9.1 In the event that the settlement set forth in this Stipulation shall not be approved in its entirety or substantially as is by the Court, or in the event that the Effective Date does not occur, no payments or Settlement Relief shall be made or distributed by BPPNA to anyone in accordance with the terms of this Settlement Agreement, the Settling Parties will bear

their own costs and fees with regard to the efforts to obtain Court approval, and this Settlement Agreement shall be deemed null and void *ab initio* with no effect on the Litigation whatsoever.

2.10 *Miscellaneous Provisions.*

2.10.1 The only Class Members entitled to any payment of Settlement Relief under this Stipulation and the associated Judgment are Participating Claimants. This Settlement Agreement and the associated Judgment do not and will not create any unpaid residue or unpaid residual, and no distribution of such shall be required.

2.10.2 Unless otherwise ordered by the Court, in the event the Settlement Agreement shall be terminated, cancelled, declared void or fails to become effective in accordance with its terms, or if the Judgment is reversed on appeal, within twenty (20) business days after written notification of such event, BPPNA and Class Counsel shall notify each other of this event in writing.

2.10.3 In the event that the Settlement Agreement is not substantially approved by the Court or the settlement set forth in the Settlement Agreement is terminated, cancelled, declared void or fails to become effective in accordance with its terms, or if the Judgment does not become Final, or to the extent termination, cancellation or voiding of the Settlement Agreement is otherwise provided, the Settling Parties shall resume the Litigation at that time as if no Settlement Agreement had been entered. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

2.10.4 The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement.

2.10.5 The Settlement Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in Settlement and the other terms of the settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

2.10.6 Neither the Settlement Agreement, nor any act performed or document executed pursuant to, or in furtherance of, the Settlement Agreement: (a) 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 any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the BPPNA Releasees, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal.

2.10.7 All of the exhibits to the Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

2.10.8 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

2.10.9 The Settlement Agreement constitutes the entire agreement among the Settling Parties hereto and no representations, warranties or inducements have been made to any party concerning the Settlement Agreement or its exhibits other than the representations,

warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own attorneys' fees and costs.

2.10.10 Class Counsel, on behalf of the Class, are expressly authorized by the Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to the Settlement Agreement to effect its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Class which they deem appropriate.

2.10.11 Each counsel or other Person executing the Settlement Agreement or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

2.10.12 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; but this Settlement Agreement is not designed to and does not create any type of third party beneficiaries.

2.10.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

2.10.14 The Settlement Agreement and the exhibits hereto shall be considered to have been negotiated, executed and delivered, and to have been wholly performed, in the Commonwealth of Pennsylvania, and the rights and obligations of the parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the Commonwealth of Pennsylvania without giving effect to Pennsylvania's choice of law principles.

2.10.15 The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party. No party shall be deemed the drafter of this Settlement Agreement. The parties acknowledge that the terms of the Settlement Agreement are contractual and are the product of negotiations between the parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of the Settlement Agreement. In any construction to be made of the Settlement Agreement, the Settlement Agreement shall not be construed against any party. Any canon of contract interpretation to the contrary, under the law of any state, shall not be applied.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused the Settlement Agreement to be executed.

DATED: 7-23, 2008

By: Melanie A. Klingensmith
MELANIE A. KLINGENSMITH

Plaintiff and Class Representative

DATED: _____, 2008

By: _____
BILLIE LEE SONNTAG

Plaintiff and Class Representative

DATED: _____, 2008

By: _____

Defendant

DATED: _____, 2008

By: _____
DARRYL J. MAY
ALAN S. KAPLINSKY

Attorneys for Defendant

DATED: 7/23, 2008

By: R. Bruce Carlson
R. BRUCE CARLSON
GARY F. LYNCH

Attorneys for Plaintiffs

DATED: _____, 2008

By: _____
CAROL MAGER

Attorney for Plaintiffs

DATED: _____, 2008

By: _____
MELANIE A. KLINGENSMITH

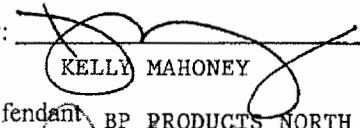
Plaintiff and Class Representative

DATED: 7/18/08, 2008

By: 
BILLIE LEE SONNTAG

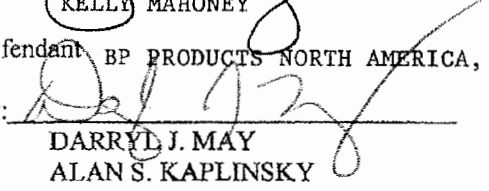
Plaintiff and Class Representative

DATED: 7/21, 2008

By: 
KELLY MAHONEY

Defendant BP PRODUCTS NORTH AMERICA, INC.

DATED: 7/21, 2008

By: 
DARRYL J. MAY
ALAN S. KAPLINSKY

Attorneys for Defendant

DATED: _____, 2008

By: _____
R. BRUCE CARLSON
GARY F. LYNCH

Attorneys for Plaintiffs

DATED: 7/18/08, 2008

By: 
CAROL MAGER

Attorney for Plaintiffs