

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

	:	
	:	Civil Action No. 00 152 (JEL)
IN RE CAMPBELL SOUP CO.	:	
SECURITIES LITIGATION	:	<u>CLASS ACTION</u>
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This Document Relates	:	
To All Actions	:	
	:	
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STIPULATION OF SETTLEMENT

This Stipulation of Settlement is entered into this 6th of February, 2003, between Lead Plaintiffs, Denise L. Nappier, Treasurer of the State of Connecticut, as Trustee for the Connecticut Retirement Plans and Trust Funds, Donald DeValle, and Daryle Green, co-Lead Plaintiffs appointed by the Court (“Plaintiffs”), individually and as representatives of a purported Class (defined in ¶I(3), below), and Defendant Campbell (as defined in ¶I(7), below) and the Individual Defendants (as defined in ¶I(20), below) in the above-captioned case (the “Action”).

RECITALS:

A. On or about January 7, 2000, the actions listed on Exhibit 1 were commenced against Defendants. Those actions asserted claims under §§ 10(b) and 20(a) of the Securities Exchange Act of 1934, 15 U.S.C. §§ 78j(b) and 78t, and Securities and Exchange Commission (“SEC”) Rule 10b-5, 17 C.F.R. § 240.10b-5, in connection with acquisition of Campbell common stock. Those actions were consolidated by orders of this Court dated February 2, 2000, February 28, 2000, and March 10, 2000 and entered February 3, 2000, March 2, 2000, and March 14, 2000.

B. Pursuant to §§ 21D (the Private Securities Litigation Reform Act of 1995) and 27 of the Securities Exchange Act of 1934, by order dated April 24, 2000 and entered April 25, 2000, the Court appointed Denise L. Nappier, Treasurer of the State of Connecticut, as Trustee for the Connecticut Retirement Plans and Trust Funds, Donald DeValle, and Daryle Green as co-Lead Plaintiffs. By order dated June 13, 2000 and entered June 14, 2000, the Court appointed the law firms of Berger & Montague, P.C., and Schatz & Nobel, P.C., as co-Lead Counsel for the Plaintiffs, and Trujillo, Rodriguez & Richards, LLC, as Liaison Counsel for the Plaintiffs.

C. On or about July 27, 2000, Plaintiffs filed an Amended and Consolidated Class Action Complaint alleging: (i) claims pursuant to § 10(b) of the Exchange Act against all Defendants in connection with the purchase or acquisition of Campbell common stock; and (ii) claims pursuant to § 20(a) against the Individual Defendants in connection with the purchase or acquisition of Campbell common stock. Defendants categorically deny any wrongdoing in connection with the allegations made in the Complaint (as defined in ¶I(6), below), deny any liability for the claims asserted, and deny any violation of federal securities laws or any other law, rule or regulation.

D. On June 19, 2001, the Court denied Defendants' motions to dismiss the Complaint. The Court made no findings of fact. It held that, if the Court assumed all of the allegations in the Complaint were true, and interpreting the allegations in the Complaint in the light most favorable to Plaintiffs, the Complaint stated claims for relief.

E. In or about July of 2001, Defendants and Plaintiffs commenced negotiations concerning a potential settlement of the Action.

F. Prior to commencement, and during prosecution, of the Action, and following the commencement of settlement negotiations, Plaintiffs' Counsel conducted extensive investigation of, and discovery into, Plaintiffs' claims, including: (1) inspecting and analyzing tens of thousands of pages of documents produced by Campbell; (2) taking depositions of past and present employees of Campbell; (3) an accounting analysis conducted by Lead Counsel's accounting expert to assist Lead Counsel in understanding the complicated accounting issues implicated by the allegations of the Complaint; (4) a damage analysis conducted by Lead Counsel's damages expert concerning issues of materiality, causation and the amount of damages sustained by the Class; (5) inspecting and analyzing analyst reports, newspaper articles, public filings, press releases, and other public statements by and about Campbell; and (6) conducting interviews with former employees of Campbell and certain of its customers.

G. Lead Plaintiffs and Lead Counsel for the Class considered and evaluated the evidence available to support the Class's claims and the likelihood of prevailing on those claims, taking into account the defenses raised and the uncertainties of predicting the outcome of complex litigation. Lead Plaintiffs and Lead Counsel concluded that this negotiated Settlement (as defined below) is in the best interest of the Class.

H. The Defendants — while believing that they have defenses to the claims asserted against them, and relying on the provisions of this Stipulation that this Settlement shall in no event be construed or deemed to be evidence or an admission of any fault or liability whatsoever, and without conceding any infirmity in any defenses Defendants have asserted or intended to assert in the Action — have considered the risks and expenses of continued litigation and have concluded that this negotiated Settlement is

in their best interest in order to resolve this matter and thereby eliminate continued uncertainty which is harmful to Campbell and its shareholders.

I. The Court has made no findings that Defendants have engaged in any wrongdoing or in any wrongful conduct or have otherwise acted improperly or in violation of any law or regulation in any respect.

J. The parties mediated their dispute before Jonathan Marks of MarksADR, LLC, on November 18 and 19, 2002.

NOW, THEREFORE, IT IS STIPULATED AND AGREED, by and between Lead Plaintiffs on behalf of the Class (as defined below in ¶I(3)) and the Defendants, that this Action be settled and compromised, according to the following terms and conditions:

I. Definitions

In this Stipulation, including the above preamble and recitals, the following capitalized terms shall have the meanings set forth below:

(1) “Action” means the lawsuit titled In re Campbell Soup Co. Securities Litigation, Civil Action No. 00 152 (JEI) currently pending in the United States District Court for the District of New Jersey.

(2) “Authorized Claimant” means any Class Member who files a Proof of Claim, as hereinafter defined, in such form, in such manner, and within such time limitations as are set forth in the Proof of Claim form.

(3) “Class” means all persons or entities who purchased or otherwise acquired shares of Campbell common stock during the period from September 8, 1997 through January 8, 1999 and were damaged thereby. However, the Class does not include the following persons or entities: (i) Defendants; (ii) any person who during the Class Period

was an executive officer (as that term is defined in SEC Exchange Act Rule 3b-7) or director of Campbell; (iii) members of the immediate family (*i.e.*, spouses and children) of any Individual Defendant or executive officer (as defined immediately above) or director of Campbell; (iv) any subsidiary or affiliate of Campbell and any entity in which any Defendant has a controlling interest, unless such subsidiary, affiliate or entity represents or constitutes an employee benefit plan or trust created and existing for the benefit of the employees of Campbell or any of its subsidiaries or affiliates; and (v) the legal representatives, heirs, successors or assigns of any such excluded party.

(4) “Class Member” means any person or entity included in the Class, except for any person or entity who has filed a timely and valid Request for Exclusion.

(5) “Class Period” means the period beginning September 8, 1997 through and including January 8, 1999.

(6) “Complaint” means the Amended and Consolidated Class Action Complaint filed on or about July 27, 2000.

(7) “Campbell” means Campbell Soup Company and includes all of its subsidiaries, predecessors, successors, affiliates, officers, directors and employees.

(8) “Campbell’s Counsel” means Cravath, Swaine & Moore, Latham & Watkins and Gregory P. Joseph Law Offices LLC.

(9) “Consolidated Class Actions” means the class actions set forth in Exhibit 1 hereto which the Court consolidated by orders dated February 2, 2000, February 28, 2000 and entered February 3, 2000, March 2, 2000, and March 14, 2000.

(10) “Costs of Administration” means all costs and expenses incurred by Lead Plaintiffs or Lead Counsel in connection with administering the Settlement, receiving,

reviewing and processing Proofs of Claim and arranging for payment of approved Proofs of Claim, and includes the fees and expenses of the claims administrator, referred to in ¶21, below.

(11) “Costs of Notice” means all costs and expenses incurred by Lead Plaintiff or Lead Counsel in discharging their obligation to notify potential Class Members of the pendency of the Action and of the Settlement including through direct mail and publication of notice.

(12) “Court” means the United States District Court for the District of New Jersey.

(13) “Defendants” means Campbell and the Individual Defendants.

(14) “Distribution Order” means an order of the Court authorizing a distribution in whole or in part of the Net Settlement Fund to Class Members.

(15) “Effective Date” means the first business day after the date by which all of the following have occurred: (1) a Notice Order has been entered by the Court; (2) an Order and Final Judgment has been entered by the Court and has not been vacated, reversed or modified in any material way, on appeal or otherwise; (3) the time for any appeal or other further review of the Order and Final Judgment has expired with the Order and Final Judgment not having been vacated, reversed or modified in any material way; and (4) Campbell has not voided the Settlement pursuant to ¶14 herein.

(16) “Escrow Account” means an interest-bearing escrow account that will be maintained for the purpose of holding the Settlement Fund, which account will be maintained jointly by Lead Counsel and Campbell’s Counsel until the Effective Date, and by Lead Counsel alone subsequent to the Effective Date.

(17) “Escrow Agent” means such escrow agent as approved by the Court.

(18) “Fee and Expense Application” means an application by Lead Counsel for an award of Fees and Expenses.

(19) “Fees” means the attorneys’ fees awarded by the Court to Lead Counsel pursuant to the Fee and Expense Application in connection with the prosecution of the Action.

(20) “Individual Defendants” means Dale F. Morrison and Basil L. Anderson, and all of their family members, heirs, executors, administrators and assigns, individually and collectively.

(21) “Lead Counsel” means the law firms of Berger & Montague, P.C. and Schatz & Nobel, P.C.

(22) “Lead Plaintiffs” means Denise L. Nappier, Treasurer of the State of Connecticut, as Trustee for the Connecticut Retirement Plans and Trust Funds, Donald DeValle, and Daryle Green.

(23) “Net Settlement Fund” means the Settlement Fund, less all Fees, Expenses, Costs of Notice, Costs of Administration, taxes and compensation to the Escrow Agent.

(24) “Notice” means the Notice of Pendency of Class Action, Proposed Settlement and Settlement Hearing, substantially in the form set forth as Exhibit 2 hereto and which shall be sent to members of the Class.

(25) “Notice Order” means the Order to be entered by the Court, substantially in the form set forth as Exhibit 3 hereto, *inter alia*, certifying the Class for purposes of settlement, preliminarily approving the terms and conditions of this Stipulation, directing

that Notice be provided to the Class, and scheduling a Settlement Hearing concerning the final approval of the Settlement.

(26) “Opting Out Class Member” means a Class Member who files a valid and timely Request for Exclusion.

(27) “Order and Final Judgment” means the Order and Final Judgment to be entered by the Court, which shall be substantially in the form set forth in Exhibit 4 hereto.

(28) “Expenses” means expenses (but not Fees), incurred by Lead Plaintiffs and counsel for the plaintiffs in connection with the prosecution of the Action, including the fees and expenses of the financial advisors, experts, consultants and investigators retained by Lead Counsel in connection with the Action.

(29) “Plan of Distribution” means the terms and procedures for allocating the Net Settlement Fund among, and distributing the Net Settlement Fund to, Authorized Claimants with approved Proofs of Claim.

(30) “Proof of Claim” means the Proof of Claim and Release and Substitute Form W-9 substantially in the form annexed hereto as Exhibit 5, which, on approval of the Court, will be mailed to Class Members with the Notice.

(31) “Released Claims” means any and all manner of actions, causes of actions, suits, obligations, claims, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees whatsoever, whether in law or in equity and whether based on any federal law, state law, common law or foreign law right of action or of any other type or form, foreseen or unforeseen, actual or potential, matured or unmatured, known or unknown, accrued or not accrued which each Lead

Plaintiff and Class Member, or any of them, ever had, now have, or can have, or shall or may hereafter have, either individually, or as a member of a class, against any and all Released Persons, for, based on, by reason of, or arising from or relating to the conduct alleged in the Consolidated Class Actions or the Action including but not limited to (i) claims that directly or indirectly arise out of any of the facts, transactions, events, occurrences, acts or omissions mentioned or referred to in the Complaint or in discovery (formal or informal) in this Action, or other matters that are or could have been set forth, alleged, embraced or otherwise referred to in the Complaint, the Action or the Consolidated Class Actions, or which could have been brought against Defendants relating to a Class Member's purchase or other acquisition of Campbell common stock during the Class Period, including all matters encompassed within the releases and covenants not to sue set forth in ¶2(a)-(c), below, and (ii) claims arising out of the prosecution or defense of the Action, including, but not limited to, claims related to the execution of, and entry into, this Stipulation, such as but not limited to, claims for fraud in the inducement, negligent misrepresentation, or fraud; except that nothing in this Stipulation releases any claim arising out of the violation or breach of the terms of this Stipulation.

(32) "Released Persons" means Campbell, the Individual Defendants and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, insurers, investment bankers, representatives, affiliates, subsidiaries, parents and each of their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them, and all persons covered by the releases and covenants not to sue set forth in ¶2(a)-(c), below.

(33) “Request for Exclusion” means a written request by a Class Member to opt out of the Class that has not been withdrawn in a manner deemed effective by the Court.

(34) “Settlement” means, collectively, all of the terms and conditions of this Stipulation.

(35) “Settlement Fund” means the cash payments to be made by or on behalf of Campbell to the Escrow Account in settlement of the Action, including any interest thereon, as provided in ¶13 below.

(36) “Settlement Hearing” means a hearing to be held by the Court, on notice to the Class, to consider approval of the Settlement, Plan of Distribution and Fee and Expense Application.

(37) “Stipulation” means this Stipulation of Settlement.

(38) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Class Action and Settlement Hearing, which is to be published in accordance with the terms of the Notice Order, and which shall be substantially in the form set forth in Exhibit 6 hereto.

II. Class Certification

1. Solely for purposes of and in connection with Settlement of the Action, Lead Plaintiffs and Defendants consent to certification of the Action to proceed as a class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3) on behalf of the Class and with Lead Plaintiffs as Class Representatives, and agree that: (a) the members of the Class are so numerous that joinder of all Class members in the Action is impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of the Lead

Plaintiffs are typical of the claims of the Class; (d) in negotiating and entering into the Settlement Stipulation, Lead Plaintiffs and Lead Counsel have fairly and adequately represented and protected the interests of all of the Class Members; (e) the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members; and (f) certifying this action as a class action is superior to other available methods for the fair and efficient adjudication of this controversy.

III. Settlement Consideration

2. In consideration for the Settlement, on the Effective Date:

a. Lead Plaintiffs and each Class Member on behalf of himself, herself or itself and (i) all of the heirs, executors, administrators, beneficiaries, spouses, predecessors, successors, assigns and each of them, and (ii) all of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, parents and subsidiaries, in their capacity as such, by operation of the Order and Final Judgment shall have, and shall be deemed to have, fully, finally, and forever released, remised, relinquished and discharged all Released Claims against all Released Persons, and each of them. The Proof of Claim to be submitted by Class Members will also contain a release of the Released Claims. Distribution of Settlement Funds to Class Members shall be conditioned on such Class Members' execution and delivery of such release to the claims administrator. Copies of such releases shall be provided to counsel for Defendants on request.

b. Lead Plaintiffs and each Class Member covenant not to sue any of the Released Persons with respect to, or otherwise to assert, directly or indirectly, any of

the Released Claims against any of the Released Persons, or otherwise to assist others in doing so, and agree to be forever barred and enjoined from doing so, in any court of law or equity, or in any other forum.

c. Each Lead Plaintiff and Class Member acknowledges that he, she or it may have sustained Released Claims which are presently unknown and not suspected and that such Released Claims may give rise to additional damages, expenses and losses in the future which are not now anticipated. Each Class Member also acknowledges that this Settlement and the releases in it have been negotiated and agreed on in light of this realization and, being fully advised, expressly waives any and all rights that it, he or she may have under any statute or common law principle that would limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of the execution of this Stipulation. Lead Plaintiffs and the Class Members expressly waive any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including without limitation Section 1542 of the California Civil Code and all similar statutes, which provides:

A general release does not extend to the claims which the creditor does not know or suspect exists in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3. In consideration for the Settlement and the release of all Released Claims and the covenants not to sue, the sum of thirty five million dollars (\$35,000,000.00) cash, less any amounts advanced to pay the Costs of Notice and Costs of Administration as stated in ¶4, below, shall be paid into the Escrow Account by or on behalf of Defendants so that said sum is received in the Escrow Account by that date which is thirty (30) days

after the date on which the Court enters its Order and Final Judgment approving the Settlement (the “Payment Date”). All interest earned on the Settlement Fund thereafter shall become part of the Settlement Fund. In the event that the foregoing sum of \$35,000,000, as adjusted, is not paid in accordance with the terms hereof — or is paid but such payment is later found to be void for any reason — and is thus not received or retained for the benefit of the Class, Lead Plaintiffs may enforce this Settlement and assert a claim against Defendants for such sum plus interest thereon at the rate of 1% over the prime rate then in effect at Citibank, 399 Park Avenue, New York, New York 10022 (or if no “prime” rate is so denominated, then the rate charged to major corporate borrowers), and Lead Plaintiffs shall be entitled to collect reasonable attorneys’ fees and expenses incurred in pursuing such enforcement of the Settlement and assertion of such claim.

4. Prior to the Payment Date set forth in ¶3, above, Lead Counsel may request, and Campbell or Defendants’ insurers will advance, an amount up to one hundred thousand dollars (\$100,000) to pay the actual Costs of Notice and Costs of Administration, as incurred. Such amounts will be deducted from the \$35 million payment described in ¶3, above. Plaintiffs shall furnish to Defendants documentation reflecting the incurrence of such Costs of Notice and Costs of Administration for which reimbursement is sought pursuant to this paragraph.

5. If the Payment Date precedes the Effective Date, then until the Effective Date the Escrow Account will be maintained jointly by Lead Counsel and Campbell’s Counsel until the Effective Date. Upon the Effective Date, Defendants shall cease to have any interest in the Settlement Fund and there shall be no reversion or return of the

Settlement Fund to Defendants. The Settlement Fund shall be transferred to the sole control of Lead Counsel, on behalf of the Class, within five (5) business days following the Escrow Agent's receipt of written notice that the Effective Date has occurred (the "Effective Date Notice"). Campbell and/or Campbell's counsel shall sign the Effective Date Notice for delivery to the Escrow Agent or any other document the Escrow Agent reasonably requires in order to transfer control of the Settlement Fund to Lead Counsel on the Effective Date.

6. If the Settlement is terminated for any reason permitted herein, then Defendants' deposit into the Escrow Account shall be immediately returned to Campbell, with all interest earned on such deposit; except that Defendants' deposit shall be reduced by Costs of Notice and Costs of Administration incurred prior to that date, up to a maximum of \$100,000 that is inclusive of all amounts advanced and deducted pursuant to ¶4, above. Lead Counsel shall immediately execute any documents necessary to effect the return of the Defendants' deposit into the Escrow Account; and the parties hereto shall be deemed to have reverted to their respective status as of the date and time immediately prior to the date on which settlement negotiations commenced.

IV. Use of Settlement Fund

7. Prior to the Effective Date, the Settlement Fund may be used only to pay: (a) Costs of Notice and Costs of Administration up to a maximum of \$100,000, including any amounts advanced pursuant to ¶4, above; (b) any taxes with respect to interest earned by the Settlement Fund; and (c) Fees and Expenses in accordance with ¶19, below.

8. After the Effective Date, the Settlement Fund may be distributed to the Class or used to make payments specified in ¶9, below.

9. The Settlement Fund shall be used to pay all Costs of Notice, Costs of Administration, Fees, Expenses, applicable taxes, fees of the Escrow Agent and claims of Authorized Claimants. Except as provided in ¶¶3 and 4, above, Defendants shall have no responsibility for or obligation with respect to any of these payments, and Lead Counsel agree to hold Defendants harmless from and against any and all liability for losses and/or expenses which Defendants may incur with respect to any of these payments. Once the amount specified in ¶3 above is deposited into the Escrow Account, Defendants shall have no further obligations to make any payments for the benefit of the Class.

10. This is not a claims made settlement and, if the Settlement receives final approval and the Effective Date occurs, none of the Settlement Fund or any payments made into the Escrow Account by Defendants will be returned to any of them.

11. Notwithstanding any other provision or term of this Stipulation, Lead Counsel may draw on the Settlement Fund while in the Escrow Account in amounts up to a total of \$100,000, less any amounts advanced and deducted as stated in ¶¶3 and 4, above, to pay for Costs of Notice and Costs of Administration, and Campbell's Counsel shall instruct the Escrow Agent as required to release said funds. Lead Counsel shall provide Campbell's Counsel with an accounting of any such expenditures.

V. Procedures to Effectuate the Settlement

12. Within five (5) days of executing this Stipulation, Lead Plaintiffs shall move the Court for preliminary approval of the Settlement and for entry of the Notice Order.

13. At the Settlement Hearing, Lead Plaintiffs shall move the Court for entry of an Order and Final Judgment substantially in the form attached hereto as Exhibit 4.

The Order and Final Judgment shall, *inter alia*, dismiss the Action and the Complaint with respect to all Defendants and dismiss with prejudice all of the Released Claims of all Class Members as to all Released Persons.

14. In its sole discretion, Campbell has the option to terminate the Settlement if, and only if, the number of shares associated with valid Requests for Exclusion amount to more than 5% of the shares of Campbell common stock eligible to participate in this Settlement. If this condition occurs and Campbell determines to exercise this option to terminate, it must do so in writing, no later than seven (7) business days after the deadline set by the Court for filing Requests for Exclusion or this option to terminate is waived. Lead Counsel shall deliver copies of all Requests for Exclusion to Campbell's Counsel promptly as such Requests for Exclusion are received. If the settlement is terminated by Campbell, all deposits into the Escrow Account shall be immediately returned in accordance with the provisions of ¶6, above.

15. The Settlement and Stipulation shall be terminated and shall be null and void, except as to ¶11, above, and ¶16, below, in the event that any of the following occurs:

a. The Court (i) does not certify the Class or (ii) modifies the definition of the Class in a material way not consented to by Lead Plaintiffs and Defendants;

b. The Court does not enter the Notice Order in substantially the form attached as Exhibit 3 preliminarily approving the Settlement, or modifies the Notice Order in a material way not consented to by Lead Plaintiffs and Defendants;

c. The Court does not enter the Order and Final Judgment or modifies the Order and Final Judgment in a material way not consented to by Lead Plaintiffs and Defendants;

d. The Defendants exercise their option to terminate the Settlement pursuant to ¶14, above; or

e. The Order and Final Judgment is reversed, modified or vacated on appeal in any material respect. For purposes of this ¶15(e), any reversal, modification or vacatur of the Order and Final Judgment relating solely and exclusively to an award of Fees and Expenses to Plaintiffs' counsel, an award of reasonable costs and expenses directly relating to the representation of the Settlement Class by legal counsel for the Treasurer and the Attorney General for the State of Connecticut and/or to allocation or distribution of the Settlement Fund shall be deemed not material.

VI. Stipulation Not an Admission

16. Neither this Stipulation, including all exhibits, orders or other documents referred to herein; nor any terms or provision of the Stipulation, including the Plan of Distribution; nor any of the communications, negotiations, mediation, proceedings or documents produced to Lead Plaintiffs in connection with or related to this Stipulation, shall be:

(a) Construed as or deemed to be evidence of, or a concession or an admission by any Defendant of, or to give rise to any sort of inference or presumption of:

(i) the truth of any fact alleged or the validity of any claim asserted in the Complaint or the Action, (ii) the truth of any fact or claim that has been, ever could have been, or ever could be asserted in the Complaint or the Action, or (iii) any liability, fault, wrongdoing

or misconduct of any type by any Defendant with respect to the Complaint or the Action;
or

(b) Offered or received into evidence in any proceeding or otherwise submitted to, or referred to in, any court, administrative agency, tribunal or other forum as evidence of, or as a concession or admission by any Defendant of, or as giving rise to any sort of inference or presumption of, any fault, misrepresentation or omission in any oral or written statement or any document, report or financial statement issued, filed, approved, examined, reviewed, considered, reported on, or made by any Defendant; or

(c) Offered or received into evidence in any proceeding or otherwise submitted to, or referred to in, any court, administrative agency, tribunal or other forum as evidence of, or as a concession or admission by any Defendant of, or as giving rise to any sort of inference or presumption of, any liability, fault or wrongdoing by any Defendant in any civil, criminal, administrative, arbitral or other proceeding but may be referred to in such a proceeding only as may be necessary to consummate or enforce this Stipulation; or

(d) Construed by anyone for any purpose whatsoever as a concession or an admission — or as giving rise to any inference or presumption — of any liability, fault, wrongdoing or misconduct of any sort on the part of any Defendant; or

(e) Construed as an admission or concession by anyone — or as giving rise to any inference or presumption — that the consideration to be given hereunder represents the amount that could be recovered after trial, or as a release of any person other than Defendants and other Released Persons; or

(f) Construed by anyone for any purpose whatsoever as a concession or an admission by Plaintiffs in any respect.

VII. Fees and Expenses

17. At or before the Settlement Hearing, Lead Counsel will submit a Fee and Expense Application to the Court for an award of Fees and, insofar as they may be unreimbursed, reimbursement of Expenses, Costs of Notice, Costs of Administration, and Plaintiffs' Counsel's reasonable costs and expenses. Said Fee and Expense Application will be made in accordance with the retainer agreement between Lead Plaintiffs and Lead Counsel. Lead Counsel reserves the right to make supplemental applications for Expenses and Costs of Administration. Plaintiffs' Co-Lead Counsel intend to apply separately to the Court for an order authorizing the reimbursement from the Settlement Fund of reasonable costs and expenses (including lost wages) incurred by Lead Plaintiffs and their representatives relating to the representation of the Class (the "Lead Plaintiff Expense Application"). Unless requested by the Court, Defendants will not take any position with respect to the Fee and Expense Application or the Lead Plaintiff Expense Application.

18. Notwithstanding any other provision of this Stipulation, any order of the Court awarding Fees or Expenses, or regarding the Fee and Expense Application or the Lead Plaintiff Expense Application, and any appeal from any such order(s), is not material to the Settlement and shall not operate to terminate or cancel the Stipulation, or affect or delay the Effective Date or the finality of the Order and Final Judgment. Neither a modification nor reversal on appeal of any order awarding Fees or Expenses or

regarding the Lead Plaintiff Expense Application shall constitute grounds for any party to cancel, terminate or withdraw from the Settlement.

19. All Fees and Expenses awarded by the Court will be paid from the Settlement Fund to Lead Counsel upon the effective date or as soon thereafter as practicable. Lead Counsel shall allocate any Fees and Expenses awarded by the Court among counsel for other plaintiffs who commenced actions consolidated into the Action in amounts that, in Lead Counsel's judgment, reflect the value of said counsel's contribution to the prosecution of the Action and achievement of the Settlement. All amounts awarded in respect of the Lead Plaintiff Expense Application will be paid from the Settlement Fund to Lead Plaintiffs upon the effective date or as soon thereafter as practicable. Defendants shall have no responsibility for any payments of Fees or Expenses, or any amounts awarded in respect of the Lead Plaintiff Expense Application, and Lead Counsel agrees to defend, indemnify, exonerate and hold the Defendants harmless from and against any and all liability for losses and/or expenses which the Defendants may incur with respect to any payments of Fees or Expenses or amounts awarded in respect of the Lead Plaintiff Expense Application.

20. In no event shall Defendants be liable for any attorney's fees or other costs incurred by any party in connection with any challenge to any request for or award of Fees or Expenses, or the Lead Plaintiff Expense Application, including appeals, and Lead Counsel agrees to defend, indemnify, exonerate and hold the Defendants harmless from and against any and all liability for losses and/or expenses which the Defendants may incur with respect thereto.

VIII. Settlement Administration and Claims Process

21. Lead Counsel shall retain a claims administrator, subject to Court approval. The claims administrator's responsibilities shall consist of printing and mailing the Notice and Proof of Claim, responding to inquiries from Class Members, reviewing and processing Proofs of Claim submitted by Class Members, preparing an affidavit in support of the proposed Distribution Order submitted to the Court, arranging for payment of Claims to Authorized Claimants and any other duties that are normally undertaken by a claims administrator retained to administer a settlement. The claims administrator shall set up a toll free telephone line and a website for Class Members to utilize for inquiries regarding the claims administration process.

22. In order to receive a distribution from the Settlement Fund, a Class Member must file a Proof of Claim form in substantially the form set forth as Exhibit 5 hereto, and within the time limit set by the Court and disclosed in the Notice. Defendants shall not have any role in or responsibility for: the form, method or manner of administration of the Settlement; review and decisions with respect to validity of Proofs of Claim; or distribution of the Net Settlement Fund to Class Members. All expenses related thereto, including, without limitation, the Costs of Administration, shall be paid from the Settlement Fund. Defendants shall have no responsibility or liability for the administration or processing of claims or the allocation of the Settlement Fund, including, without limitation, determinations as to the timeliness or validity of Proofs of Claim, the amounts of claims, distributions of the Net Settlement Fund, or any loss incurred in connection with the activities of the Claims Administrator. Lead Counsel agree to defend, indemnify, exonerate and hold Defendants harmless from and against

any and all liability for losses or expenses which the Defendants may incur with respect to the matters set forth in this paragraph.

23. At the conclusion of the claims administration process, but not before the Effective Date, Lead Plaintiffs will seek approval of the Court to distribute the Net Settlement Fund to the Class, in accordance with the Plan of Distribution, the terms and conditions of which are set forth in the Notice attached hereto as Exhibit 2.

24. The Settlement Fund shall be treated as a “qualified settlement fund” within the meaning of Treasury Regulations Section 1.468B-1. Lead Counsel shall designate the person or entity (other than one of the Defendants) to serve as the “administrator” for tax purposes. Such administrator shall be responsible for making all necessary or advisable elections to carry out the intent of this provision, including a “relation-back election” and the Defendants shall, as necessary, join in such elections. Lead Counsel shall be responsible for timely and properly preparing and filing all informational and other tax returns required with respect to the Settlement Fund, and may hire accountants or tax advisors to prepare tax returns for the Settlement Fund and to otherwise assist with respect to the tax obligations of the Settlement Fund. Any Fees or expenses of such accountants or tax advisors shall be paid from the Settlement Fund. The Settlement Fund shall be responsible for, and shall pay all taxes (including any interest or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or charges that may be imposed on the Defendants with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for Federal or state income tax purposes and all other expenses and costs incurred in connection with the implementation

of this provision (including, without limitation, expenses of attorneys and/or accountants incurred in connection with the preparation of required tax filings and returns). The Defendants shall not have any liability or responsibility for taxes or tax-related expenses of the Settlement Fund, and Lead Counsel agree to hold the Defendants harmless from and against any and all liability for losses and/or expenses which the Defendants may incur with respect to the matters set forth in this paragraph.

IX. General Provisions

25. Lead Plaintiffs and the Defendants shall cooperate fully with one another in seeking approval of this Stipulation and use their best efforts to consummate the Settlement in accordance with and subject to its terms and conditions. Lead Plaintiffs and the Defendants will exert every reasonable effort, and will act reasonably and in good faith, to agree on and execute, at the earliest practicable time, such documentation as may be required in order to: (1) implement the matters enumerated herein; (2) obtain the Court's preliminary and final approval of the Settlement; and (3) secure dismissal of the Action with prejudice and without costs for any party as to each and every Defendant.

26. Neither Lead Plaintiffs nor any of the Defendants shall seek to evade their good faith obligation to seek approval and implementation of this Settlement on the basis of any ruling, order, governmental report, change in the financial condition of any party, results of the Proof of Claim process or any other development, whether in the Action or in any other litigation, or otherwise, that might hereafter occur and might be seen as altering the relative strengths of the parties with respect to any claim or defense, or their relative bargaining power with respect to negotiating a settlement, other than as permitted in this Stipulation. The parties deem this Settlement to be fair and reasonable and have

arrived at the Settlement after arm's-length negotiations and a two-day mediation, taking into account all relevant factors.

27. The parties agree that the Action is being settled voluntarily after consultation with competent legal counsel.

28. This Stipulation shall be binding on, and inure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors and assigns, and on any corporation or other entity into or with which any party hereto may merge or consolidate.

29. This Stipulation shall be construed in accordance with the laws of the State of New Jersey, excluding its choice of law principles.

30. The waiver by one party of any breach of this Stipulation by another party shall not be deemed a waiver of any other, prior, or subsequent breach of this Stipulation.

31. In connection with this Stipulation and negotiations related to it, Campbell's Counsel have provided Lead Counsel with certain documents and other information ("Confidential Information"). Lead Counsel and Lead Plaintiffs agree that all Confidential Information provided to Lead Counsel will be used solely in connection with the Settlement of the Action and for no other purpose.

32. This Stipulation, including the attached documents, constitutes the entire agreement among the parties hereto with respect to the Settlement of the Action, and may not be modified or amended, except in writing, signed by all parties hereto, or their successors in interest. All parties acknowledge and confirm that, in entering into this Stipulation, they have not relied on any document, fact, representation, statement or other matter not expressly recited in this Stipulation. Counsel may sign this Stipulation on

behalf of the parties and respectively represent that they have been fully authorized by their clients to do so. This Stipulation may be executed in counterparts by any of the signatories hereto, including by facsimile, and as so executed shall constitute one agreement.

33. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, including the allowance, disallowance, or adjustment on equitable grounds of any claim for payment from the Settlement Fund.

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