

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

IN RE WASHINGTON MUTUAL, INC.  
SECURITIES LITIGATION,

No. 2:08-md-1919 MJP  
Lead Case No. C08-387 MJP

This Document Relates to: ALL ACTIONS

**JUDGMENT APPROVING CLASS ACTION SETTLEMENT  
WITH THE UNDERWRITER DEFENDANTS**

WHEREAS, Lead Plaintiff Ontario Teachers’ Pension Plan Board (“Lead Plaintiff”), on behalf of itself and the Class; and Defendants Goldman, Sachs & Co., Morgan Stanley & Co. Incorporated (now known as Morgan Stanley & Co LLC), Credit Suisse Securities (USA) LLC, Deutsche Bank Securities Inc., UBS Securities LLC, J.P. Morgan Securities Inc., Barclays Capital Inc., Keefe, Bruyette & Woods, Inc., Cabrera Capital Markets, LLC, The Williams Capital Group, L.P., Citigroup Global Markets, Inc., Greenwich Capital Markets, Inc. (now known as RBS Securities Inc.), BNY Mellon Capital Markets LLC (successor to BNY Capital Markets, Inc.), and Samuel A. Ramirez & Company, Inc. (collectively, the “Underwriter Defendants” or “Settling Defendants”) entered into the Stipulation and Agreement of Settlement with the Underwriter Defendants dated June 30, 2011 (the “Stipulation”) that provides for a complete dismissal with prejudice of the claims asserted in the above-referenced litigation (the “Action”) against the Settling Defendants on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

1 WHEREAS, in its Order on Class Certification dated October 12, 2010, this Court  
2 certified the Action to proceed as a class action;

3 WHEREAS, in the Preliminary Approval Order, this Court (a) preliminarily approved the  
4 Settlement; (b) ordered that notice of the proposed Settlement be provided to potential Class  
5 Members; (c) provided Class Members with the opportunity either to exclude themselves from  
6 the Class or to object to the proposed Settlement, and (d) scheduled a hearing regarding final  
7 approval of the Settlement;

8 WHEREAS, due and adequate notice has been given to the Class;

9 WHEREAS, the Court conducted a hearing on November 4, 2011 (the “Settlement  
10 Hearing”) to consider, among other things, (i) whether the terms and conditions of the Settlement  
11 are fair, reasonable and adequate and should therefore be approved; and (ii) whether a judgment  
12 should be entered dismissing the Action with prejudice as against the Settling Defendants; and

13 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed  
14 and proceedings held herein in connection with the Settlement, all oral and written comments  
15 received regarding the proposed Settlement, and the record in the Action, and good cause  
16 appearing therefor;

17 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

18 1. **Jurisdiction:** The Court has jurisdiction over the subject matter of the Action,  
19 and all matters relating to the Settlement, as well as personal jurisdiction over all of the Settling  
20 Parties and each of the Class Members.

21 2. **Incorporation of Settlement Documents:** This Judgment incorporates and  
22 makes a part hereof: (a) the Stipulation filed with the Court on June 30, 2011; and (b) the Notice  
23 and the Summary Notice, both of which were filed with the Court on September 25, 2011.

1           3.     **Notice:** The Court finds that the distribution of the Notice and the publication of  
2 the Summary Notice: (i) were implemented in accordance with the Preliminary Approval Order;  
3 (ii) constituted the best notice reasonably practicable under the circumstances; (iii) constituted  
4 notice that was reasonably calculated, under the circumstances, to apprise Class Members of the  
5 pendency of the Action, of the effect of the Settlement (including the releases provided for  
6 therein), of Lead Counsel’s motion for an award of attorneys’ fees and reimbursement of  
7 Litigation Expenses, of their right to object to the Settlement, the Plan of Allocation and/or Lead  
8 Counsel’s motion for attorneys’ fees and reimbursement of Litigation Expenses, of their right to  
9 exclude themselves from the Class, and of their right to appear at the Settlement Hearing; (iv)  
10 constituted due, adequate, and sufficient notice to all persons or entities entitled to receive notice  
11 of the proposed Settlement; and (v) satisfied the requirements of Rule 23 of the Federal Rules of  
12 Civil Procedure, the United States Constitution (including the Due Process Clause), the Private  
13 Securities Litigation Reform Act of 1995 (15 U.S.C. § 77z-1(a)(7) and § 78u-4(a)(7)) (the  
14 “PSLRA”), and all other applicable law and rules.

15           4.     **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in  
16 accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court hereby fully and  
17 finally approves the Settlement set forth in the Stipulation in all respects (including, without  
18 limitation, the amount of the Settlement, the releases provided for therein, including the release  
19 of the Settled Claims as against the Released Defendant Parties, and the dismissal with prejudice  
20 of claims against the Settling Defendants), and finds that the Settlement is, in all respects, fair,  
21 reasonable and adequate, and is in the best interests of Lead Plaintiff and the Class. The Settling  
22 Parties are directed to implement, perform and consummate the Settlement in accordance with  
23 the terms and provisions contained in the Stipulation.

1           5.       The Action and all of the claims against the Settling Defendants by Class  
2 Members and Lead Plaintiff are hereby dismissed on the merits and with prejudice as against the  
3 Settling Defendants, as of the Effective Date. The Settling Parties shall bear their own costs and  
4 expenses, except as otherwise expressly provided in the Stipulation.

5           6.       **Binding Effect:** The terms of the Stipulation and of this Judgment shall be  
6 forever binding on the Settling Defendants, Lead Plaintiff and all Class Members (regardless of  
7 whether or not any individual Class Member submits a Proof of Claim Form or seeks or obtains  
8 a distribution from the Net Settlement Fund), as well as their respective heirs, executors,  
9 administrators, predecessors, successors and assigns. The persons and entities listed on Exhibit 1  
10 annexed hereto have submitted requests for exclusion from the Class that were accepted by the  
11 Court, thus they are not members of the Class and they are not bound by the terms of the  
12 Stipulation and this Judgment.

13           7.       **Releases:** The releases as set forth in Paragraphs 3 and 4 of the Stipulation (the  
14 “Releases”), together with the definitions contained in Paragraph 1 of the Stipulation relating  
15 thereto, are expressly incorporated herein in all respects. The Releases are effective as of the  
16 Effective Date. Accordingly, this Court orders that, as of the Effective Date:

17           (a)       Lead Plaintiff and each of the other members of the Class on behalf of  
18 themselves, their respective heirs, executors, administrators, predecessors, successors and  
19 assigns, shall be deemed by operation of law to have released, waived, discharged and dismissed  
20 each and all of the Settled Claims as against every Released Defendant Party covered by this  
21 Judgment, and shall forever be enjoined from prosecuting any or all Settled Claims against any  
22 such Released Defendant Party; and  
23

1 (b) Each of the Settling Defendants and each of the other Released Defendant  
2 Parties covered by this Judgment, on behalf of themselves, their respective heirs, executors,  
3 administrators, predecessors, successors and assigns, shall be deemed by operation of law to  
4 have released, waived, discharged and dismissed each and every of the Released Defendant  
5 Parties' Claims as against Lead Plaintiff, Lead Counsel, Liaison Counsel for Plaintiffs, every  
6 other Class Member and each of their respective attorneys and shall forever be enjoined from  
7 prosecuting any or all of the Released Defendant Parties' Claims against Lead Plaintiff, Lead  
8 Counsel, Liaison Counsel for Plaintiffs, every other Class Member and each of their respective  
9 attorneys.

10 8. **Bar Order:** Upon the Effective Date, this Court, to the fullest extent permitted  
11 by law, (a) permanently bars, enjoins, and restrains the Other Defendants and any other person or  
12 entity from commencing, prosecuting, or asserting any Barred Claims against any of the  
13 Released Defendant Parties, whether as claims, cross-claims, counterclaims, third-party claims,  
14 or otherwise, and whether asserted in the Action or any other proceeding, in this Court, in any  
15 federal or state court, or in any other court, arbitration proceeding, administrative agency, or  
16 other forum in the United States or elsewhere; and (b) permanently bars, enjoins, and restrains  
17 the Released Defendant Parties from commencing, prosecuting, or asserting any Barred Claims  
18 against any Other Defendants or any other person or entity, other than a person or entity whose  
19 liability to the Class has been extinguished pursuant to the Settlement, whether as claims, cross-  
20 claims, counterclaims, third party claims or otherwise, and whether asserted in the Action or any  
21 other proceeding, in this Court, in any federal or state court, or in any other court, arbitration  
22 proceeding, administrative agency, or other forum in the United States or elsewhere. For  
23 purposes of this Judgment, "Barred Claims" means (i) any claim for contribution or indemnity

1 (whether by contract, by operation of law or equitable principles, or based on any other source)  
2 arising out of or related to the claims or allegations asserted by Lead Plaintiff in the Action, or  
3 (ii) any other claim of any type, whether arising under state, federal, common, or foreign law, for  
4 which the injury claimed is that person's or entity's actual or threatened liability to Lead Plaintiff  
5 and/or members of the Class, *provided that* (i) Barred Claims shall not include claims that arise  
6 out of or relate to a cause of action that may be asserted by any person or entity who timely opts  
7 out of this Settlement and does not revoke that request for exclusion within the applicable time  
8 period, or insofar as such person or entity has asserted claims in any of the actions specifically  
9 excluded from the Action as set forth in paragraph 1(a) and (rr) of the Stipulation; (ii) nothing in  
10 this Bar Order alters the rights between and among the Settling Defendants under the terms of  
11 any written agreements governing the underwriting syndicates involved in the Action, as to  
12 which claims are not barred, released or discharged; (iii) Barred Claims does not include any  
13 claims for contribution or indemnity arising under the Underwriting Agreements relating to the  
14 offerings of the Series R Stock, the Floating Rate Notes and the 7.250% Notes or any defenses  
15 that any person or entity may have to such claims; and (iv) Barred Claims does not include any  
16 claims or defenses of the Settling Defendants in connection with the Chapter 11 Cases, including  
17 but not limited to any claims or defenses they have or may have against WMI, Washington  
18 Mutual Bank, or any other affiliate of WMI.

19 9. **Judgment Reduction:** Any final verdict or judgment that may be obtained by or  
20 on behalf of the Class or a Class Member against any person or entity subject to the Bar Order  
21 shall be reduced by the greater of: (a) an amount that corresponds to the percentage of  
22 responsibility of the Settling Defendants for common damages; or (b) the amount paid by or on  
23 behalf of the Settling Defendants to the Class or Class Member for common damages.

1           10.    **Rule 11 Findings:** The Court finds and concludes that the Settling Parties and  
2 their respective counsel have complied in all respects with the requirements of Rule 11 of the  
3 Federal Rules of Civil Procedure in connection with the commencement, maintenance,  
4 prosecution, defense and settlement of the Action. The Court further finds that Lead Plaintiff  
5 and Lead Counsel adequately represented the Class Members for purposes of entering into and  
6 implementing the Settlement.

7           11.    **No Admissions:** This Judgment, the Stipulation, any of their terms and  
8 provisions, any of the negotiations, proceedings or agreements connected therewith, any matters  
9 arising in connection with settlement negotiations, proceedings, or agreements;

10               (a)   shall not be offered or received against any of the Released Defendant  
11 Parties as evidence of, or construed as, or deemed to be evidence of any presumption,  
12 concession, or admission by any of the Released Defendant Parties with respect to the truth of  
13 any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been  
14 asserted against any of the Released Defendant Parties in this Action or in any litigation, or the  
15 deficiency of any defense that has been or could have been asserted in the Action or in any  
16 litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the  
17 Released Defendant Parties;

18               (b)   shall not be offered or received against any of the Released Defendant  
19 Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or  
20 omission with respect to any statement or written document approved or made by any of the  
21 Released Defendant Parties, or against the Lead Plaintiff or any other Class Members as  
22 evidence of any infirmity in the claims of Lead Plaintiff or the other Class Members;  
23

1 (c) shall not be offered or received against any of the Released Defendant  
2 Parties, or against the Lead Plaintiff or any other Class Members, as evidence of a presumption,  
3 concession or admission with respect to any liability, negligence, fault or wrongdoing of any  
4 kind, or in any way referred to for any other reason as against any of the Released Defendant  
5 Parties, or against the Lead Plaintiff or any other Class Members in any other civil, criminal or  
6 administrative action or proceeding, other than such proceedings as may be necessary to  
7 effectuate the provisions of the Stipulation; provided, however, that the Settling Defendants, any  
8 other Released Defendant Party, Lead Plaintiff and the other Class Members may refer to the  
9 Stipulation to effectuate the protections from liability granted thereunder or otherwise to enforce  
10 the terms of the Settlement;

11 (d) shall not be construed against any of the Released Defendant Parties, Lead  
12 Plaintiff or any other Class Members as an admission, concession, or presumption that the  
13 consideration to be given hereunder represents the amount which could be or would have been  
14 recovered after trial; and

15 (e) shall not be construed against Lead Plaintiff or any other Class Members  
16 as an admission, concession, or presumption that any of their claims are without merit or that  
17 damages recoverable under the Amended Complaint would not have exceeded the Settlement  
18 Amount.

19 12. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any  
20 way, this Court retains continuing and exclusive jurisdiction over: (a) the Settling Parties for  
21 purposes of the administration, interpretation, implementation and enforcement of the  
22 Settlement; (b) the disposition of the Settlement Fund; (c) any motion for an award of attorneys'  
23 fees and/or Litigation Expenses by Lead Counsel in the Action that will be paid from the



1 Settlement Fund; (d) any motion to approve the Plan of Allocation and the Class Distribution  
2 Order; and (e) the Class Members for all matters relating to the Action.

3 13. Separate orders shall be entered regarding approval of a plan of allocation and the  
4 motion of Lead Counsel for an award of attorneys' fees and reimbursement of Litigation  
5 Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not  
6 affect or delay the Effective Date of the Settlement.

7 14. **Modification of Settlement Agreement:** Without further approval from the  
8 Court, Lead Plaintiff and Settling Defendants are hereby authorized to agree to and adopt such  
9 amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate this  
10 Settlement that: (i) are not materially inconsistent with this Judgment; and (ii) do not materially  
11 limit the rights of Class Members in connection with the Settlement. Without further order of  
12 the Court, Lead Plaintiff and Settling Defendants may agree to reasonable extensions of time to  
13 carry out any provisions of the Settlement.

14 15. **Entry of Final Judgment:** There is no just reason to delay the entry of this  
15 Judgment as a final judgment as against the Settling Defendants. Accordingly, the Clerk of the  
16 Court is expressly directed to immediately enter this final judgment as against the Settling  
17 Defendants pursuant to Federal Rule of Civil Procedure 54(b).

18 16. **Termination:** If the Effective Date does not occur or the Settlement is  
19 terminated as provided in the Stipulation, then this Judgment (and any orders of the Court  
20 relating to the Settlement) shall be vacated, rendered null and void and be of no further force or  
21 effect, except as otherwise provided by the Stipulation.

1 SO ORDERED this 4th day of November, 2011.

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4 Marsha J. Pechman  
5 United States District Judge  
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**Exhibit 1**

1. Beth B. Parrott  
Lexington, SC
2. Richard R. Brown  
Seattle, WA
3. Ernest A. Neumann &  
H. Rudean Neumann  
Coeur d'Alene, ID
4. Judy M. Morgan  
Arvada, CO
5. Norma Jean Shaw  
Kettle Falls, WA
6. Albert E. Shaw (deceased)  
as requested by Norma Jean Shaw  
Kettle Falls, WA
7. Steadman Family Living Trust  
as requested by H. Douglas Steadman  
and Jurene N. Steadman, Trustees  
San Antonio, TX
8. Fanny P. Wang  
Shoreline, WA
9. Estate of Lydia Wang  
as requested by Fanny P. Wang,  
Executor  
Shoreline, WA
10. Bernd Dombrowski  
Blankenfelde, Germany
11. Carl Sander  
Seattle, WA
12. Eloise E. Bariel  
as requested by Nola J. Edwards,  
power of attorney  
Sultan, WA
13. Joan A. Salmon  
Tucson, AZ
14. Joseph Re  
Dumont, NJ
15. Robert L. King Living Trust  
as requested by Robert L. King,  
Trustee  
Palm Desert, CA
16. Shelley K. Jones &  
Shelly K. Jones Roth IRA  
Portland, OR
17. Billy Baldwin  
TOD ET AL  
North Hollywood, CA
18. Cecile C. Kelly  
Bronxville, NY
19. Frank Latos  
Gehrden, Germany
20. Jack E. Silburn  
Lincoln, CA
21. James Wehling  
Bedford, PA
22. Mengkui Luo  
Federal Way, WA
23. Mingji Li  
Federal Way, WA
24. Eduard Dvorak  
Augsburg, Germany
25. LaDelle H. Ray &  
Milton D. Ray (deceased)  
as requested by LaDelle H. Ray  
Brandon, MS
26. U/A DTD Patrick and Ana Rizzieri  
Trust as requested by Patrick N.  
Rizzieri & Ana L. Rizzieri, Trustees  
Albuquerque, NM

**Exhibit 1**

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|-----|---|-----|---|
| 27. | Edward M. Block Living Trust TR u/a 5/27/80<br>as requested by Edward M. Block,<br>Trustee<br>Las Vegas, NV | 39. | The Garrett Family Trust<br>as requested by Elaine G. Collins,<br>Trustee<br>Landrum, SC                |
| 28. | H. Paul Block Living Trust TR u/a 5/27/80<br>as requested by H. Paul Block,<br>Trustee<br>Las Vegas, NV     | 40. | Christopher H. Smith<br>Shingle Springs, CA   |
| 29. | Stuart M. Lockwood &<br>Mary E. Lockwood<br>Cumming, GA   | 41. | Donald L. Harris<br>Elkins, WV  |
| 30. | David O. Putnam<br>George, WA   | 42. | Amey H. Enomoto<br>Monterey Park, CA  |
| 31. | Larry E. Wallace &<br>Sherry L. Wallace (deceased)<br>as requested by Larry E. Wallace<br>Crown Point, IN   | 43. | Fumi Ariyasu<br>Montebello, CA  |
| 32. | Linda K. Warman Revocable Trust<br>as requested by Linda K. Warman,<br>Trustee<br>Kunkletown, PA            | 44. | Thomas Christopher Grupa<br>Houston, TX   |
| 33. | June L. Mangus<br>Denver, CO  | 45. | Marvin Leininger &<br>Deborah Leininger<br>Glen Allen, VA   |
| 34. | Jamal Carver<br>Hartford, CT  | 46. | Stuart Sutley<br>Blythe, CA   |
| 35. | Ross W. Silver<br>Puyallup, WA  | 47. | Kyle Crampton<br>Chino Hills, CA  |
| 36. | Nathaniel Davis<br>Sacramento, CA   | 48. | Eugene Wald & Esther Wald Trust<br>U/A July 16, 1990<br>as requested by Nancy J. Walder<br>Van Nuys, CA |
| 37. | Douglas B. Smith<br>Naples, FL  | 49. | Albert L. Todd<br>Sherwood, OR  |
| 38. | Tom Crockett<br>Boca Raton, FL  | 50. | Emmanuel Agba<br>Ames, IA   |
|     |   | 51. | Miralem Sljoka<br>Houston, TX   |
|     |   | 52. | Lawrence E. Dyal &<br>Nancy H. Dyal<br>Cocoa, FL  |

**Exhibit 1**

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| <p>53. Susan Israel Bensen<br/>Missoula, MT</p> <p>54. Joan Casey<br/>Corvallis, OR</p> <p>55. Mary Jane Casey<br/>Corvallis, OR</p> <p>56. John Casey<br/>Corvallis, OR</p> <p>57. Robert J. Lee<br/>Flushing, NY</p> <p>58. Donna Kay Hoffman<br/>Kent, WA</p> <p>59. David William Hoffman<br/>Kent, WA</p> <p>60. Wayne DS Wong<br/>Seattle, WA</p> <p>61. Joseph P. Manion &amp;<br/>Janet E. Manion<br/>Fenton, MO</p> <p>62. Emilio A. Vazquez,<br/>Emilio A. Vazquez, Jr. &amp;<br/>Alejandro M. Vazquez<br/>Miami, FL</p> <p>63. Savuth Ok<br/>Holland, MI</p> <p>64. Andrés Binder &amp;<br/>Patricio Binder<br/>Closter, NJ</p> <p>65. Wilhelmus J. Van Oldenmark &amp;<br/>Alberta Van Oldenmark<br/>Vista, CA</p> <p>66. Susan Steele<br/>Mill Valley, CA</p> | <p>67. Kenderick Stubbs<br/>Centreville, VA</p> <p>68. Sharolyn Heiy<br/>The Villages, FL</p> <p>69. Neal A. Baillargeon &amp; Jan E.<br/>Baillargeon McEneny Trs<br/>FBO Marie C. Baillargeon Trust<br/>U/A 3/31/92<br/>as requested by Marie C. Baillargeon<br/>Calabash, NC</p> <p>70. Eva Kaytes Revocable Trust U/A<br/>DTD 7/16/2007<br/>as requested by Eva Kaytes, Trustee<br/>Danbury, CT</p> <p>71. Ronald J. Larsen<br/>Kirkland, WA</p> <p>72. Patricia J. Oman<br/>Everett, WA</p> <p>73. John Michael Williams<br/>Wilsonville, OR</p> <p>74. Miralem Sljoka Roth IRA<br/>TD Ameritrade Clearing Custodian<br/>Houston, TX</p> <p>75. Jon B. Erickson<br/>Dublin, CA</p> <p>76. Vladimir Keselman &amp;<br/>Vladimir Keselman, IRA Acct.<br/>Brooklyn, NY</p> <p>77. Lanny Hochhalter<br/>Salem, OR</p> <p>78. Danois G. Madrid<br/>Daly City, CA</p> <p>79. Jaron C. Whitton<br/>as requested by Denise G. Whitton,<br/>Custodian<br/>Ketchikan, AK</p> |
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**Exhibit 1**

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| 80. | Joron J. Whitton<br>as requested by Denise G. Whitton,<br>Custodian<br>Ketchikan, AK                               | 94.  | Shu-Jui Valvo, Rollover IRA &<br>Shu-Jui Valvo, Traditional IRA<br>Fidelity Investments, Custodian<br>Dublin, CA |
| 81. | Nellie Gettys Campbell Trust<br>as requested by Nellie G. Campbell,<br>Trustee & Nellie G. Campbell<br>Clinton, SC | 95.  | Stephen J. McCrann, DDS<br>Needham, MA   |
| 82. | Daniel C. Pippinger<br>Bainbridge Island, WA   | 96.  | Thomas A. Zebley<br>Woodstock, GA  |
| 83. | Robert Allen Pierce<br>Lexington, MA   | 97.  | Tuan Q. Vu<br>Seattle, WA  |
| 84. | Jerome M. Powell<br>Germantown, WI   | 98.  | Vera A. Whiteside<br>Shiloh, IL  |
| 85. | Judy E. Hochhalter<br>Salem, OR  | 99.  | Aviva Orner<br>Hayward, CA   |
| 86. | Kim Chwee Cham<br>Austin, TX   | 100. | Blake Miller<br>Irvine, CA   |
| 87. | Loren Roberts<br>Santa Monica, CA  | 101. | Denis R. Schiller &<br>Angela C. Schiller<br>Vancouver, WA   |
| 88. | Melvin Mark Solway<br>Northridge, CA   | 102. | Donald L. Snowden &<br>Parker Smith Trust<br>as requested by Donald L. Snowden,<br>Trustee<br>Cumming, GA        |
| 89. | Michael M. Angello<br>& Robert J. Angello<br>San Diego, CA   | 103. | George N. Salovich<br>Ronan, MT  |
| 90. | Michael S. Bartsch<br>Menlo Park, CA   | 104. | Howard Burkhart<br>Saratoga, CA  |
| 91. | Naveen Kompally<br>Guilderland, NY   | 105. | Jack A. Matalka &<br>Raida S. Matalka<br>Salinas, CA   |
| 92. | Paul G. Person<br>Yorktown, TX   | 106. | Gurbinder Singh<br>Dublin, CA  |
| 93. | Robert T. Patelski, Jr.<br>Edgewater, MD   | 107. | John Beasley<br>Sparta, TN   |

**Exhibit 1**

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|------|---|------|----------------------------|
| 108. | Larry L. Gates &<br>Susan D. Gates<br>Atascadero, CA  | 122. | Jan E. Balas<br>Novato, CA |
| 109. | Larry E. Holland<br>Lake Forest Park, WA  |      |                            |
| 110. | Reza Hosseini<br>Fremont, CA  |      |                            |
| 111. | Roderick J. Houston<br>Annapolis, MD  |      |                            |
| 112. | Warren Jameson &<br>Louise Jameson (deceased)<br>as requested by Warren Jameson<br>Waldwick, NJ |      |                            |
| 113. | Axel Iverson<br>Seattle, WA   |      |                            |
| 114. | Dale Wayne Ficquette<br>Winter Park, FL   |      |                            |
| 115. | Garrett Hazelton<br>Arcadia, CA   |      |                            |
| 116. | Parin Patel &<br>Parin Patel, Roth IRA Acct.<br>Richmond, CA                                    |      |                            |
| 117. | Greg Baglin<br>Daytona Beach, FL  |      |                            |
| 118. | Joel Robinson<br>Sumner, TX   |      |                            |
| 119. | Kenneth Feldman<br>Longwood, FL   |      |                            |
| 120. | Kristian Faust<br>Frankfurt / Main, Germany   |      |                            |
| 121. | S. Kent Christenberry &<br>Debra S. Christenberry<br>Oklahoma City, OK                          |      |                            |