

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
SOUTHERN DIVISION

ALYSSA POLACSEK et al., individually,  
on behalf of the classes of similarly  
situated persons,

Plaintiffs,

v.

Case No. 8:04-cv-00631PJM

DEBTICATED CONSUMER  
COUNSELING, INC. et al.

Defendants.

**SETTLEMENT AGREEMENT AND  
STIPULATED FINDINGS OF FACT**

THIS AGREEMENT AND STIPULATED is made and entered into conditionally as of this \_\_ day of January, 2006, by and between defendant Pamela Shuster Pukke (“Mrs. Pukke”), and Plaintiffs in Intervention, Sarah Leoni and Felicia Robinson individually and on behalf of a class consisting of all consumers in the United States who at any time after January 31, 1998, and through October 7, 2004 (the “Class Period”), received credit counseling, credit repair, debt consolidation, and/or debt management services from an ostensibly non-profit credit counseling agency whose fees/profits or contributions were received, directly or indirectly, by certain credit counseling agencies, DebtWorks, Inc., Andris Pukke, and Pamela Pukke and who did not opt out of the classes previously defined herein by order dated September 27, 2005 (document # 340) (hereinafter collectively referred to as the “Temporary Settlement Class Representatives” and/or “Temporary Settlement Classes” after preliminary approval and, after final Court approval, as the “Permanent Settlement Classes”), acting by and through their respective undersigned counsel.

WITNESSETH:

WHEREAS, the original action commencing this case was filed on January 31, 2003, in the United States District Court for the Central District of California, captioned *Polacsek, et al v. Debticated Consumer Counseling, Inc. et al.*, Case No. SACV-03-01003 CJC, which was transferred to this Court in March 2004, becoming Case No. 8:04-cv-00631PJM (the "Action"). The Plaintiffs in Intervention served Mrs. Pukke with a Complaint in Intervention (the "Complaint") in August 2004 and an Amended Complaint in Intervention in March 2005 (the "Amended Complaint") in the Action; and

WHEREAS, Mrs. Pukke is the wife of Andris Pukke, who organized and controlled corporate defendants DebtWorks, Inc., Infinity Resources Group, Inc. and with them allegedly controlled certain credit counseling agencies (the "CCAs"), and by virtue of his relationships with them received the benefits of her husband's ostensible financial successes in trust for the benefit of the Temporary Settlement Classes; and

WHEREAS, the California Action sought damages against various CCA's and related parties for, *inter alia*, violations of the Credit Repair Organizations Act, 15 U.S.C. Section 1679, et seq. ("CROA") resulting from misrepresentations allegedly made by the defendants to that action to consumers who were led to believe that entering into debt management plans (DMPs) would improve their credit rating scores, and who were allegedly misled about the fees they would be charged by the CCAs for setting up their DMPs; and

WHEREAS, the Amended Complaint included the allegations contained in the California Action and further alleged, *inter alia*, that Mrs. Pukke was liable to the class represented by the Plaintiffs in Intervention as a recipient of fraudulent transfers from DebtWorks, Inc. and Andris Pukke and as someone who was unjustly enriched and who held all of her assets in a constructive trust for the benefit of the Temporary Settlement Class Representatives; and

WHEREAS, Temporary Settlement Class Representatives and Mrs. Pukke have conducted an investigation and formal and informal discovery as to the merits of the claims

asserted in the complaints, and have engaged in settlement negotiations concerning the disposition of those claims; and

WHEREAS, Mrs. Pukke desires to enter into this Settlement Agreement on the terms and conditions set forth herein in order to terminate this action against her and to eliminate further expense, inconvenience and the distraction of burdensome and protracted litigation; and

WHEREAS, the Temporary Settlement Class Representatives have investigated the facts of this action and believe their respective claims have merit, but have concluded that a settlement with Mrs. Pukke in the amount and on the terms hereinafter set forth is in the best interests of them and of the class they seek to represent; and

WHEREAS, the Temporary Settlement Class Representatives are satisfied that they can continue vigorous prosecution against the remaining defendants without Mrs. Pukke as a party defendant; and

WHEREAS, Mrs. Pukke is a joint owner with her husband, Andris Pukke, as tenants by the entireties, of that certain tract or parcel of real estate together with all improvements thereon commonly known as 6493 Allison Road, Miami Beach, Florida 33143 (“Allison Road Property”); and

WHEREAS, Mrs. Pukke has an interest in a certain Secondary Life Capital One, LP Investment (“Capital Investment”) by virtue of her receipt of funds held in constructive trust; and

WHEREAS, the Federal Trade Commission has filed an enforcement action in the United States District Court for the District of Maryland naming Mrs. Pukke as a Relief Defendant (“FTC Action”); and

WHEREAS, all parties acknowledge that Mrs. Pukke is settling all claims made against her by the Federal Trade Commission in the FTC Action on the same or similar terms as set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the covenants and undertakings hereinafter set forth, the receipt and legal sufficiency of which are acknowledged and undisputed, and intending to be legally bound, it is agreed by and between Mrs. Pukke and Temporary Settlement Class Representatives that all claims of all Temporary Settlement Class Representatives against Mrs. Pukke be settled and compromised subject to the approval of the Court as provided herein, on the following terms and conditions:

**1. Definitions**

In addition to the terms and/or phrases previously defined or defined in Paragraph 6.1, the following terms, as used in this Settlement Agreement, shall have the following meanings, unless the context otherwise requires:

a. "Ballenger Settlement" shall mean that settlement finally approved by order of this Court (Document # 340) between The Ballenger Group, LLC and the classes defined therein.

b. "CCAs" shall mean the following credit counseling agencies whose clients' accounts were serviced by DebtWorks under fulfillment agreements: A Better Way Credit Counseling, Inc., Ameridebt, Inc., Credicure, Inc., Deblicated Consumer Counseling, Inc., Debtscape, Inc., Mason Consumer Counseling, Inc., Neway, Inc., Nexum Credit Counseling, Inc., PreActiv, Inc., The Credit Network, Inc., and Visual Credit Counseling, Inc.

b. "Court" shall mean the United States District Court for the District of Maryland, which is the transferee court for the California Action.

c. "Notice" shall mean the notice given to the Temporary Settlement Classes in accordance with Fed.R.Civ.P.23(e), the Court's directions, and this Settlement Agreement.

d. "Person" shall mean any individual, corporation, partnership or association, whether or not incorporated, and any federal, state or local government or agency thereof, or any other entity and his, her, or its legal representative.

e. “Receiver” shall mean the Court-appointed receiver of the estate of Andris N. Pukke, Robb Evans & Associates, LLC.

f. “Rule 23” or “Fed.R.Civ.P.23” shall mean Federal Rule of Civil Procedure 23.

g. “Settlement Approval Order(s)” shall mean the Court’s Order(s) and Judgment(s) in accordance with Paragraph 4.1 herein.

h. “Settling Class Counsel” shall mean Garrett M. Smith of Michie Hamlett Lowry Rasmussen & Tweel PLLC, David J. Vender of Morris, Polich & Purdy LLP, and Gregory S. Duncan, who, subject to Court approval, shall act on behalf of all of the members of the Temporary Settlement Classes with respect to all acts or consents required by or which may be given by them pursuant to this Settlement Agreement.

i. “Temporary Settlement Classes” means, upon preliminary approval by the Court of this Settlement Agreement, the classes of natural Persons defined below in section 4.1(c) that did not “opt out” of those defined classes in the course of the Ballenger Settlement. Thereafter, those Temporary Settlement Class members shall become Settlement Class Members upon final approval of this settlement.

j. “Temporary Settlement Classes Representatives” shall mean Sarah Leoni and Felicia Robinson, individually and on behalf of all other similarly situated persons, and/or such additional or other persons as may be so designated and appointed by the court, in their capacities as representatives of the Temporary Settlement Classes.

## 2. Settlement Class Certification

2.1. Subject to the Court’s approval, Temporary Settlement Class Representatives and Mrs. Pukke agree and propose for the sole purpose of implementing this Settlement Agreement that the Temporary Settlement Classes as defined herein shall be properly certified as the Temporary and, thereafter, Permanent Settlement Classes pursuant to Rule 23(a) and (b) (3) for the sole purpose of implementing this Agreement.

3. **Settlement Terms**

3.1. All claims of Temporary Settlement Class Representatives described as being released in Paragraph 6.1(a) below shall be fully compromised and settled.

3.2. This Settlement Agreement is executed by the Settlement Class Counsel on behalf of the Temporary Settlement Class Representatives and on behalf of the Temporary Settlement Classes (and, after Court approval, on behalf of the Permanent Settlement Classes).

3.3. Pamela Pukke acknowledges and admits that all property transferred in this paragraph 3.3. is and has been held by her in constructive trust for the benefit of the members of the Temporary Settlement Classes. Mrs. Pukke covenants and agrees that all funds paid over pursuant to this Settlement Agreement came from the activities of and income unlawfully derived from DebtWorks, Inc. Pamela Pukke irrevocably assigns, waives, releases, discharges, and disclaims to the Receiver for the benefit of the FTC and the Temporary Settlement Class any and all right, title, interest, and claims, known and unknown, that she has or may have in, to and against any and all Receivership Property, including but not limited to:

3.3.1. the cash proceeds, held in escrow by the Receiver, from the sale of the real estate located at 11509 Dahlia Terrace, Potomac, Maryland 20854; and

3.3.2. the real property located at 6493 Allison Road, Miami Beach, Florida 33141 (“Allison Road property”) and any cash proceeds resulting from the sale of that property; *provided however*, that upon the sale of the Allison Road property, Pamela Pukke will receive one-half of the net proceeds of the sale (after the payment of all valid liens of record and reasonable and customary closing costs incurred in connection with such sale, including brokerage fees), not to exceed \$500,000, and hereby irrevocably assigns to the Commission any amount of her share in excess of \$500,000, *provided further*, that Pamela Pukke will receive said

proceeds only if (i) she cooperates with the Receiver in the sale of the Allison Road property and (ii) the United States Internal Revenue Service releases any claims and liens it has or might have with respect to Pamela Pukke's ownership interest in the Allison Road property. Pamela Pukke will vacate the premises at this address within thirty (30) days notice from the Receiver;

3.3.3. all claims, entitlements and causes of action, both legal and equitable, that she has or may have, including those that have been asserted as well as those that may be asserted, against Andris Pukke or any of his businesses, alter egos, transferees, agents, assignees or successors, including, all claims, that she has against Individual Defendant Andris Pukke which have been asserted or which may be asserted in the pending Pukke divorce action, *Pukke v. Pukke*, Civ. No 35515-FL (Cir. Ct. Montgomery County);

3.3.4. all right, title, interest, and claims in, to, and against any and all assets, real or personal, held by the Receiver, and Pamela Pukke will seek no further payments from the Receiver.

3.4. Notwithstanding the provisions of section 3.3. above, Mrs. Pukke will retain her ownership interest in the Capital Investment and in the Citibank bank account held in her name.

3.5. Mrs. Pukke agrees to execute such further assignments, deeds, documents and instruments as may be necessary or desirable to vest title to the above-described properties, assets, claims, entitlements and causes of action in the Receiver. Mrs. Pukke hereby releases and waives any statutory, common law or other homestead or other exemption that may apply to the Allison Road Property or any other property assigned or transferred to the Receiver for the benefit of the FTC and the Temporary Settlement Class Representatives pursuant to the terms of this Settlement Agreement.

3.3.6 Mrs. Pukke agrees to cooperate with the Receiver in his efforts to marshal assets in which she or Andris Pukke have any legal, equitable, beneficial or residual interest. Failure to cooperate fully with the Receiver shall be a material breach of this Settlement Agreement.

3.3.7 The parties acknowledge that all settlement proceeds received pursuant to the terms of this Settlement Agreement will be apportioned for members of the Temporary Settlement Class so that a pro rata share of the proceeds attributable to AmeriDebt clients shall be distributed to them through the FTC Redress Fund, and a pro rata share of the proceeds attributable to the non-AmeriDebt CCAs' clients shall be distributed to them by Class Counsel. Class members shall be notified that the Federal Trade Commission's redress distribution also constitutes a distribution resulting from this Polacsek Class Action for the purpose of satisfying Settlement Class Counsel's and the Temporary Settlement Class Representative's obligations to AmeriDebt consumers.

3.3.8 Mrs. Pukke acknowledges and agrees (1) that any and all funds paid pursuant to this Settlement Agreement were derived unlawfully from payments from consumers who were members of the Temporary Settlement Class as a consequence of the acts and practices alleged in the Action; (2) that she does not have a legitimate claim to those funds or property, and (3) that those funds and property are and have been held in constructive trust for the benefit of the Temporary Settlement Class Representatives and the class of similarly situated individuals they represent.

#### **4. Initial Orders by the Court**

4.1. Mrs. Pukke and the Temporary Settlement Class Representatives agree to cooperate and use their best efforts to take all necessary and appropriate steps to secure promptly from the Court preliminary and final approval of this Settlement Agreement as follows:

(a) They shall move the Court for an order in a form acceptable to Mrs. Pukke and the Temporary Settlement Class Representatives:



(1) giving preliminary approval to this Settlement Agreement and the contents of a Final Settlement Approval Order;

(2) certifying the Temporary Settlement Classes as a voluntary settlement class solely for purposes of considering the final approval of this Settlement Agreement (hereinafter, the "Settlement Classes");

(3) appointing the Temporary Settlement Class Representatives as the representatives of the Settlement Class;

(4) appointing the Settling Plaintiff's Class Counsel and/or other qualified counsel as Settlement Class Counsel;

(5) determining or approving in a form acceptable to Mrs. Pukke and Temporary Settlement Class Representatives the contents and methods for a Notice advising of the proposed settlement pursuant to this Settlement Agreement and of the date of the Fairness Hearing, as defined below, and of the dates for filing any objections to this settlement, and/or for serving requests to be excluded from the Permanent Settlement Class;

(6) directing that a Fairness Hearing be held to determine the fairness, reasonableness, and adequacy of the proposed settlement, and to consider whether the Court should issue a Final Settlement Approval Order(s); and

(7) reserving jurisdiction over the implementation of this Settlement Agreement for all purposes and over the resolution of any disputes that may arise.

(b) Thereafter, and within a reasonable period after the date of publication of the Notice, Mrs. Pukke and the Temporary Settlement Class Representatives shall move the Court for entry of a Final Settlement Approval Order(s) in a form acceptable to Mrs. Pukke and Temporary Settlement Class Representatives:

(1) giving final approval of this Settlement Agreement;

(2) declaring the Temporary Settlement Classes shall be the Permanent Settlement Classes;

(3) providing that all absent claimants who have not filed a timely request to be excluded shall be barred from prosecuting against Mrs. Pukke the claims described in Paragraph 6.1 below;

(4) providing that the Temporary Settlement Class Representatives and Mrs. Pukke are to submit final judgments of dismissal with prejudice pursuant to Rule 54(b) of the Federal Rules of Civil Procedure (“Rule 54(b) Judgment”), dismissing this case, for approval by the Court not later than ten (10) days after the last day on which the Temporary Settlement Class Representatives or Mrs. Pukke may withdraw from the Settlement Agreement pursuant to Paragraph 5.1 through 5.4 below; and

(5) reserving jurisdiction over the implementation of this Settlement Agreement for all purposes and over the resolution of any disputes that may arise.

(c) The Temporary Settlement Classes shall be defined to include those natural Persons included in one or more of the classes set forth below that did not exclude themselves from this Action, and who are members of the following class:

(1) DebtWorks National Class:

“The DebtWorks National Class is defined as including all consumers in the United States, who at any time after January 31, 1998 and through October 7, 2004, paid an ostensibly non-profit credit counseling agency, directly or indirectly, any money or other valuable consideration whatsoever (whether denominated as a “voluntary contribution” or otherwise), in consideration of or relating in any way to the performance of any service for or on behalf of any non-profit credit counseling agency, including, without limitation, debt consolidation or debt management plan services and who had a portion of that money or other consideration benefit, directly or indirectly, DebtWorks, Inc. The subclass shall be referred to as the “DebtWorks National Class” as this litigation proceeds and in any notice to class members.”

**5. Withdrawal**

5.1. Mrs. Pukke shall have the right to withdraw from this Settlement Agreement in each of the following circumstances:

(a) If the Court refuses to approve this Settlement Agreement (or to enter any order as provided herein) and if Mrs. Pukke and the Temporary Settlement Class Representatives, having used their best efforts in good faith to agree upon a substitute settlement agreement taking into account any suggestions of the Court, are unable to reach such an agreement within twenty (20) days of the ruling by the Court;

(b) If the Rule 54(b) Judgment is later reversed on appeal or set aside by the Court for any reason and cannot be cured by the parties to this Settlement Agreement through the exercise of due diligence;

5.2. Exercise of the right of Mrs. Pukke to withdraw from this Settlement Agreement shall be effective upon service on the undersigned counsel for the Temporary Settlement Class Representatives of written notice of the election to withdraw and filing a copy of such notice with the Court. If Mrs. Pukke exercises her right to withdraw, neither the negotiations concerning this Settlement Agreement nor the terms thereof shall constitute matters that can be used in any way in this case or otherwise, and this Settlement Agreement shall in all other respects be null and void.

5.3. Temporary Settlement Class Representatives jointly (but not individually), on behalf of all Temporary Settlement Classes, shall have the right to withdraw from this Settlement Agreement if 1) the Court refuses to approve this Settlement Agreement (or to enter any order as provided for herein) and if the Temporary Settlement Class Representatives and Mrs. Pukke, having used their best efforts in good faith to agree upon a substitute settlement agreement, taking into account any suggestions of the Court, are unable to reach such an agreement within twenty (20) days of such ruling by the Court or 2) Mrs. Pukke breaches any term, covenant or provision of this Settlement Agreement.

5.4. Exercise of the right of Temporary Settlement Class Representatives to withdraw from this Settlement Agreement shall be effective upon service on the undersigned counsel for Mrs. Pukke of written notice of the election to withdraw and filing a

copy of such notice with the Court. If Temporary Settlement Class Representatives exercise their right to withdraw, neither the negotiations concerning this Settlement Agreement nor the terms thereof shall constitute matters that can be used in any way in this case or otherwise, and this Settlement Agreement shall in all other respects be null and void.

5.5 Either within thirty (30) days of the service or the notice of withdrawal of either Mrs. Pukke or the Temporary Settlement Class Representatives or within thirty (30) days of the entry of an order setting aside and/or reversing the Rule 54(b) Judgment pursuant to Paragraphs 5.1 through 5.4 above, the settlement proceeds (plus accrued interest) shall be returned to the Receiver by delivery of such sum to its counsel.

**6. Closing**

6.1 By execution of this Settlement Agreement, Temporary Settlement Class Representatives expressly covenant and agree (subject to the provisions of paragraphs 5.1 through 5.4 above) that when this Settlement Agreement becomes final as specified in Paragraph 6.2 below, all Temporary Settlement Class members, and each of them, shall be deemed to have covenanted and agreed to refrain forever from instituting, maintaining, prosecuting or continuing to maintain or prosecute any suit or action against Mrs. Pukke based on the following claims (the "Claims"):

(a) Any claim or claims in law or equity arising under any federal or state laws between January 31, 1998 and October 7, 2004, based upon the facts alleged in the Amended Complaint in this case or which might have been raised by the class representatives in their lawsuit, or based upon the provision of credit counseling, credit repair, debt consolidation and/or debt management services to the Temporary Settlement Class, including all claims that Mrs. Pukke received money and/or property as a result of fraudulent transfers or that she has been unjustly enriched as alleged in the Amended Complaint

(b) With respect to the Claims described in Subpart (a) of this Paragraph 6.1, above, this covenant, waiver and release shall apply to any suits, debts, liens,

contracts, agreements, promises, liability claims, demands, damages, losses, costs, expenses, or attorneys' fees of any nature whatsoever, known or unknown, fixed or contingent, suspected or claimed, which Temporary Settlement Class members ever had against Mrs. Pukke. Temporary Settlement Class members expressly waive the provisions of California Civil Code §1542 which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

6.2. This Settlement Agreement shall become final:

(a) Upon the expiration of the time to file a notice of appeal from the Rule 54(b) Judgment in this case, if such notice of appeal has not been timely filed: or

(b) If a notice of appeal from the Rule 54(b) Judgment has been timely filed, then immediately upon affirmation of such judgment, dismissal of the appeal or other action upholding the Rule 54(b) Judgment by the United States Court of Appeals and, if review is granted, by the United States Supreme Court.

6.3. Upon this Settlement Agreement becoming final as specified in Paragraph 6.2 above, this settlement:

(a) Shall jointly and severally inure to the benefit of and shall jointly and severally bind Mrs. Pukke and her estate, heirs, beneficiaries, successors, personal representatives, assigns and legal representatives; and

(b) Shall jointly and severally inure to the benefit of and be binding upon the Temporary Settlement Class Representatives, all members of the Temporary Settlement Classes who did not timely elect in writing to be excluded therefrom, and their respective present or past officers, directors, agents, employees, parents, subsidiaries, predecessors, affiliated business subdivision and their respective successors, assigns or legal representatives.

7. **Administration**

7.1. This Court shall maintain and administer this Settlement Agreement and shall have continuous jurisdiction, control and supervision of this Settlement Agreement and the allocation and distribution of the settlement proceeds until such time as the settlement proceeds are finally distributed.

7.2. (a) The Federal Trade Commission and Settlement Class Counsel shall negotiate and agree upon the content and dissemination of a notice of this settlement (the "Notice"), which must be submitted to and approved by the Court. Upon preliminary approval of this settlement and of the Notice, they shall also negotiate and agree upon the manner of dissemination of the distribution to Temporary Settlement Class members. Temporary Settlement Class members that receive an FTC redress distribution shall be notified that the distribution constitutes a distribution from this Action and satisfies the obligations of the Temporary Settlement Class Representatives and Settlement Class Counsel to Temporary Settlement Class members.

(b) The Temporary Settlement Class and Settlement Class Counsel shall be responsible for all costs associated with dissemination of the Notice and any explanation of the redress distribution. Such costs shall be defrayed by or recoverable from the Settlement Share upon petition by Settlement Class Counsel. Settlement Class Counsel shall not be responsible for any costs directly related to the FTC's redress program described below (*e.g.*, the FTC's provision of redress checks to consumers).

7.3 A Redress Program shall be established and administered by the Federal Trade Commission through the FTC Action for the purpose of providing consumer redress. The FTC, in consultation with Settlement Class Counsel herein, shall determine the plan for the disbursement of the funds to consumers this Action. The FTC, in its sole discretion, shall assign the administration of the Redress Program to one of its approved contractors (Redress Program Administrator). Mrs. Pukke shall have no right to contest the substance or

manner of distribution of redress (including any attendant costs), nor the FTC's selection of the Redress Program Administrator.

7.4 In the event that this Settlement is not finally approved, or its final approval will result in unreasonable delay for inclusion in the FTC's redress distribution, then the FTC, after consultation with Settlement Class Counsel herein, may determine a plan for the disbursement of the AmeriDebt Distribution Share of the Settlement Share to clients of AmeriDebt. Thereafter, Settlement Class Counsel and the Temporary Settlement Class Representatives shall be responsible for any further notice or distribution of the Polacsek Distribution Share.

**8. Right to Proceed Against Others**

8.1 Nothing contained herein shall preclude the Plaintiffs-in-Intervention from pursuing any remedy, relief or cause of action against any person, corporation or entity, except Mrs. Pukke.

**9. Third Party Beneficiaries**

9.1 The only intended third-party beneficiaries of this Agreement are the Temporary Settlement Class's members.

**10. Counsel**

10.1 Whenever reference is made to Counsel or the Settlement Class Counsel in any provision of the Agreement, such reference shall be to the counsel executing this Agreement on behalf of Mrs. Pukke and the Temporary Settlement Class Representatives respectively. Counsel shall advise of any substitution of new counsel for Counsel executing this Agreement by giving notice of such substitution each to the other.

**11. Whole Agreement**

11.1. This Agreement constitutes the whole agreement between the parties, and supersedes all earlier agreements, oral or written, between the Temporary Settlement

Class Representatives and Mrs. Pukke with respect to the subject matter of this Settlement Agreement. The parties to this Settlement Agreement state and acknowledge that they have not given or relied on any representations, warranties or promises from one another that are not set forth herein.

**12. Court to Retain Continuing Jurisdiction**

In the event any dispute under this Settlement Agreement shall arise, the parties to this Settlement Agreement agree that it shall be submitted to this Court. In the event any dispute is submitted to the Court, each party concerned shall be entitled to twenty (20) days written notice (or otherwise as the Court may for good cause direct), and the opportunity to submit evidence and to be heard on oral argument as the Court may direct. To the extent that pursuant to any other provision of this Settlement Agreement additional or different procedures for dispute resolution are provided, or standards to be applied in connection therewith are devised, such other provision shall control.

**13. Communications**

Any notice or other communication to be given to any of the parties to this Settlement Agreement shall be given to their respective counsel. Such notice shall be delivered personally, or by United States registered or certified mail, with signed return receipt requested, addressed to such counsel at their respective addresses as set forth under their respective signatures below. A party may change the address to which such notice should be sent by notice to all other parties to this Settlement Agreement. Any period of notice specified in this Settlement Agreement shall not commence until the first day after personal delivery or until the fifth business day after deposit in the United States mail, as the case may be.

**14. Modification and Waiver**

14.1. Subject to the approval of the Court, this Settlement Agreement may be modified by a writing executed on behalf of Mrs. Pukke and the Temporary Settlement Class Representatives.



14.2. Except as otherwise provided herein, Mrs. Pukke or the Temporary Settlement Class Representatives may waive any or all of their rights under this Settlement Agreement. No such waiver shall constitute, or be deemed to constitute, a waiver of any other rights under this Settlement Agreement inuring to Mrs. Pukke or the Temporary Settlement Class Representatives.

14.3. This Agreement constitutes the settlement and compromise of disputed claims and shall not be construed as an admission of wrongdoing or liability on the part of Mrs. Pukke.

15. Confidentiality

The parties to this Settlement Agreement agree and covenant that until the motion identified in Paragraph 4.1 is filed of record with the Court, the specific terms of this Settlement Agreement shall not be made public.

16. Counterparts

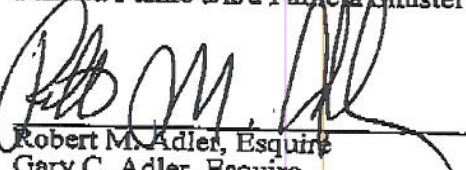
This Settlement Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement as of the day and year first above written.

Dated: 1-9-06

Dated: 1-9-06

  
Pamela Pukke a/k/a Pamela Shuster

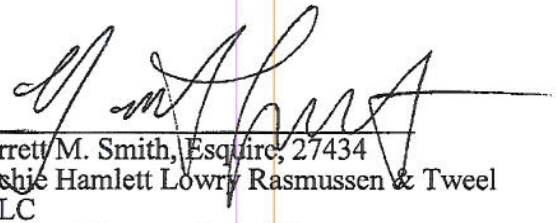


Robert M. Adler, Esquire  
Gary C. Adler, Esquire  
O'Connor and Harman, LLP  
Suite 500  
1666 K Street, N.W.  
Washington, DC 20006  
Phone: (202) 887-1400

Facsimile: (202) 887-6186

Attorneys for Pamela Pukke

Dated: 1/9/2006



Garrett M. Smith, Esquire, 27434  
Michie Hamlett Lowry Rasmussen & Tweel  
PLLC

500 Court Square, Suite 300  
P.O. Box 298  
Charlottesville, Virginia 22902-0298  
Phone: (434) 951-7222  
Facsimile: (434) 951-7222

David J. Vendler, Esquire  
Morris Polich & Purdy LLP  
1055 West Seventh Street, 24<sup>th</sup> Floor  
Los Angeles, California 90017  
Phone: (213) 891-9100  
Facsimile: (213) 488-1178

Gregory S. Duncan, Esquire  
412 East Jefferson Street  
Charlottesville, Virginia 22902  
Phone: (434) 979-8556  
Facsimile: (434) 979-9766

Attorneys for Plaintiffs-in-Intervention  
SARAH LEONI and FELICIA  
ROBINSON, individually and on behalf of  
classes of similarly situated persons, and as  
representatives of the general public.