

Exhibit A

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

Albert Robertson and Frances Robertson,)
William J. Garrity, III and Garrity Ventures,)
LLC, on behalf of themselves and others)
similarly situated,)

Plaintiffs,)

vs.)

Sea Pines Real Estate Companies, Inc., a/k/a)
The Sea Pines Real Estate Co.; Coastal)
Homes and Land, Inc. a/k/a Coastal Homes &)
Land Realty; Collins Group Realty, Inc.;)
Engard Rental Company, LLC a/k/a Engard)
Real Estate Co.; Bruce A. Goff, Inc;)
Daufuskie Island Resort Realty, LLC;)
Searchlight Realty, Inc. a/k/a Searchlight)
Realty; Gateway Realty, LLC; Hilton Head)
Luxury Properties, Inc. a/k/a Prudential)
Premier Island Properties; Charter 1 Realty &)
Marketing; The William F. Hilton Company)
a/k/a William F. Hilton Realty; E.G.)
Robinson, III and Associates Realtors, Inc.)
a/k/a E.G. Robinson Real Estate; Gina Scott)
Realty; Lancaster Resort Rentals and Sales,)
Inc. a/k/a Lancaster Resort Sales; Ingram,)
Thompson & Assoc., Inc.; Julie Toon Pawley)
Real Estate Broker, Inc.; and CRG Properties,)
Inc. a/k/a Carolina Realty Group, Inc.,)

Defendants.)

Case No. 9:10-CV-00095-SB

STIPULATION OF SETTLEMENT

Subject to the approval of the Court, this Stipulation of Settlement (hereinafter the “Settlement Agreement” or “this settlement”) is entered into between (a) Albert Robertson and

Frances Robertson, William J. Garrity, III and Garrity Ventures, LLC, on behalf of themselves and others similarly situated, and (b) Defendants Sea Pines Real Estate Companies, Inc., a/k/a The Sea Pines Real Estate Co.; Coastal Homes and Land, Inc. a/k/a Coastal Homes & Land Realty; Collins Group Realty, Inc.; Engard Rental Company, LLC a/k/a Engard Real Estate Co.; Bruce A. Goff, Inc; Daufuskie Island Resort Realty, LLC; Searchlight Realty, Inc. a/k/a Searchlight Realty; Gateway Realty, LLC; Hilton Head Luxury Properties, Inc. a/k/a Prudential Premier Island Properties; Charter 1 Realty & Marketing; The William F. Hilton Company a/k/a William F. Hilton Realty; E.G. Robinson, III and Associates Realtors, Inc. a/k/a E.G. Robinson Real Estate; Gina Scott Realty; Julie Toon Pawley Real Estate Broker, Inc.; and CRG Properties, Inc. a/k/a Carolina Realty Group, Inc. (the “Settling Defendants”), as follows:

I. BACKGROUND

A. The Lawsuit. A purported class action lawsuit entitled *Robertson v. Sea Pines Real Estate Companies, Inc., et al.* Case No. 9:10-cv-00095-SB is presently pending in the District of South Carolina. In the Lawsuit, Plaintiffs contend, among other things, that defendants violated §1 of the Sherman Act when they allegedly conspired to create rules regulating listings on and membership in the Multiple Listing Service of Hilton Head Island, Inc. (HHMLS) that allegedly discriminated against lower cost competition from innovative discount brokers. Plaintiffs further alleged that such practices had the effect of maintaining commission rates in the HHMLS service area at supracompetitive levels. Defendants deny these allegations, contending they never discriminated against or banned lower priced or innovative brokers from operating in the HHMLS service area, from joining the HHMLS, or from enjoying any of the benefits of HHMLS membership. Defendants further deny that they have any liability to Plaintiffs or the proposed Class, and deny that class certification is appropriate in this case.

B. Preparation by Plaintiffs' Counsel for Settlement. Before commencing the Lawsuit and throughout its pendency (including during settlement negotiations), Plaintiffs' Counsel and their professional consultants have satisfied themselves that they have conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of their claims and potential claims and to determine how best to serve the interests of Plaintiffs and the proposed Class. In the course of their examination, Plaintiffs' Counsel (1) reviewed documents and real estate transactional data, including the details of thousands of real estate transactions in the HHMLS service area, (2) successfully defended the sufficiency of the Complaint's allegations against Defendants' well briefed motion to dismiss and a subsequent appeal of the Court's order sustaining most of the Complaint, (3) participated in mediation with a mediator appointed by the

United States Court of Appeals, (4) conducted an extensive search and review of other studies, reports and documents relating to similar allegations of anticompetitive conduct in real estate markets across the country, and (5) had retained a well-credentialed and experienced economist who was prepared to evaluate and calculate impact and damages in this matter by comparing defendants' real estate transactional data with similar data from other markets.

Plaintiffs' Counsel also worked closely with the named plaintiffs in this case for three years. Plaintiffs have been diligent in their assistance to counsel and vigilant in their efforts to prosecute this action on behalf of the proposed class and participated fully in the settlement negotiations.

C. Agreement to Settle. Plaintiffs and Defendants have agreed to settle the Lawsuit under the terms and conditions set forth herein. It is understood and acknowledged that Defendants have denied, and continue to deny, any liability, wrongdoing, and damages with respect to the matters alleged in the Lawsuit, and that this Settlement Agreement is entered into as a compromise of disputed claims and for the purpose of avoiding the uncertainty, costs and delay of litigation. This Settlement Agreement and the benefits it creates are not and shall not be construed as an admission of liability, wrongdoing, or damages by Defendants, nor as evidence of the validity of any of the allegations made or claims asserted against Defendants. Further, this Settlement Agreement shall not be used for any other purpose, in this proceeding or any other proceeding, in this Court or in or before any judicial or administrative tribunal, other than for the enforcement of the Settlement Agreement.

Based upon their discovery, investigation and evaluation of the facts and law relating to the matters alleged in the pleadings, Plaintiffs and their Counsel have agreed to settle the Lawsuit pursuant to the provisions of this Settlement Agreement after considering, among other things: (1)

the substantial benefits available to Plaintiffs and the Class under the terms of this Settlement Agreement; (2) the risks and uncertainty of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation; (3) the likelihood that any judgment against the HHMLS and some of the Defendants would likely result in them ceasing to do business due to their inability to pay a judgment; and (4) the desirability of consummating this Settlement Agreement promptly to provide effective relief to Plaintiffs and the Class. Based on these considerations and their due diligence, Plaintiffs and their Counsel believe that this Settlement Agreement is fair, reasonable and adequate because it provides meaningful benefits to the Class, is in the best interests of the Class, and fairly resolves all the claims alleged in the Lawsuit.

II. DEFINITIONS

In addition to certain terms defined elsewhere in this Settlement Agreement, the following defined terms are used herein:

A. Attorneys' Fees and Expenses. The term "Attorneys' Fees and Expenses" shall mean the sum of funds separately negotiated between Plaintiffs' Counsel and Defendants' Counsel in light of the work done and expenses incurred to date.

B. Class. The "Class" for purposes of this settlement is defined as:

All individuals or businesses that purchased defendants' real-estate brokerage services in connection with the sale of a home or lot in the MLS Service Area from January 14, 2006 through September 17, 2007.

Excluded from the Class are any present or former officers, directors, agents, and/or employees of the Defendants and any person who makes a timely election to be excluded from the proposed Class.

C. Class Member or Members. The terms “Class Member” or “Class Members” shall mean members of the proposed Class who do not make a timely election to be excluded from the proposed Class.

D. Complaint. The term “Complaint” shall mean the Complaint filed by Plaintiff in this Lawsuit on January 14, 2010.

E. Court. The term “Court” shall mean the United States District Court for the District of South Carolina, which is the court in which the Lawsuit is pending.

F. Defendants’ Counsel. The term “Defendants’ Counsel” shall refer to the McNair Law Firm, P.A.

G. Final Order and Judgment. The term “Final Order and Judgment” shall mean the Order of the Court finally approving this Settlement Agreement and the corresponding Final Judgment, substantially in the form and substance as Exhibit 3.

H. Final Settlement Date. The term “Final Settlement Date” shall refer to the date upon which the Court's Final Order and Judgment becomes “final.” For purposes of this Settlement Agreement, the Final Order and Judgment shall become “final”:

1. If no appeal is taken therefrom, then on the first day after the date on which the time to appeal the judgment expires;
2. If an appeal is taken therefrom, then on the first day after the date on which all appeals, including petitions for re-hearing or re-argument, petitions for re-hearing en banc, petitions for review, petitions for allowance of appeal, and petitions for *certiorari* or any other form of review, have been finally disposed in a manner affirming the Final Order and Judgment; or

3. On a date after the entry of the Final Order and Judgment to which counsel for the Settling Parties mutually agree in writing.

I. Lawsuit. “Lawsuit” shall mean the lawsuit entitled *Robertson, et al. v. Sea Pines Real Estate Companies, Inc., et al.* Case No. 9:10-cv-00095-SB.

J. Lead Counsel. “Lead Counsel” shall refer to the law firm of Goldman Scarlato Karon & Penny, P.C.

K. Plaintiff’s Counsel. “Plaintiff’s Counsel” shall refer to Lead Counsel as well as Thurmond Kirchner Timbes & Yelverton, P.A., Reinhardt Wendorf & Blanchfield, and McGowan Hood and Felder LLC.

L. Plaintiffs. “Plaintiffs” shall mean Albert Robertson and Frances Robertson, William J. Garrity, III and Garrity Ventures, LLC, individually and as representatives of the Class.

M. Preliminary Approval Order. “Preliminary Approval Order” shall have the meaning set forth in Section VI. A below, and it shall be substantially in the form and substance of Exhibit 1.

N. Release. The “Release” shall refer to the release and covenant not to sue set forth in Section IV. below.

O. Released Defendants. The “Released Defendants” shall be (i) Sea Pines Real Estate Companies, Inc., a/k/a The Sea Pines Real Estate Co.; Coastal Homes and Land, Inc. a/k/a Coastal Homes & Land Realty; Collins Group Realty, Inc.; Engard Rental Company, LLC a/k/a Engard Real Estate Co.; Bruce A. Goff, Inc; Daufuskie Island Resort Realty, LLC; Searchlight Realty, Inc. a/k/a Searchlight Realty; Gateway Realty, LLC; Hilton Head Luxury Properties, Inc. a/k/a Prudential Premier Island Properties; Charter 1 Realty & Marketing; The William F. Hilton Company a/k/a William F. Hilton Realty; E.G. Robinson, III and Associates Realtors, Inc. a/k/a

E.G. Robinson Real Estate; Gina Scott Realty; Julie Toon Pawley Real Estate Broker, Inc.; and CRG Properties, Inc. a/k/a Carolina Realty Group, Inc., (ii) any predecessors, successors, parents, subsidiaries, insurers, attorneys, or affiliates of these entities; (iii) any past, present or future officers, directors, employees, agents, brokers, representatives, shareholders, corporate parents, subsidiaries, or affiliates of any of the foregoing; (iv) any predecessors, successors, assigns, or persons acting on behalf of any of the foregoing; and (v) the Multiple Listing Service of Hilton Head Island, Inc., and its current and former agents, officers, employees, attorneys and Board of Trustees members and their companies, employees and affiliates.

P. Released Claims and Transactions. “Released Claims and Transactions” shall have the meaning set forth in Section IV. A. below.

Q. Settlement Agreement. “Settlement Agreement” shall refer to this Agreement and the attached exhibits, which are an integral part of the Settlement Agreement and are incorporated herein in their entirety by reference.

R. Settlement Class Notice. “Settlement Class Notice” shall mean the legal notices, to be approved by the Court and provided to potential Class Members as described in Section VI. A. below. The notices shall be substantially in the form and substance of Exhibit 2 hereto.

S. Settling Parties. “Settling Parties” shall mean (a) Plaintiffs Albert Robertson and Frances Robertson, William J. Garrity, III and Garrity Ventures, LLC and (b) Defendants Sea Pines Real Estate Companies, Inc., a/k/a The Sea Pines Real Estate Co.; Coastal Homes and Land, Inc. a/k/a Coastal Homes & Land Realty; Collins Group Realty, Inc.; Engard Rental Company, LLC a/k/a Engard Real Estate Co.; Bruce A. Goff, Inc; Daufuskie Island Resort Realty, LLC; Searchlight Realty, Inc. a/k/a Searchlight Realty; Gateway Realty, LLC; Hilton Head Luxury Properties, Inc. a/k/a Prudential Premier Island Properties; Charter 1 Realty & Marketing; The

William F. Hilton Company a/k/a William F. Hilton Realty; E.G. Robinson, III and Associates Realtors, Inc. a/k/a E.G. Robinson Real Estate; Gina Scott Realty; Julie Toon Pawley Real Estate Broker, Inc.; and CRG Properties, Inc. a/k/a Carolina Realty Group, Inc.

T. Claims Administration. “Claims Administration” shall mean providing the notice, settlement checks and claim forms, analyzing data produced in this Lawsuit for purposes of providing the notice, settlement checks, and claim forms, creating and maintaining reasonably necessary computer databases, processing claim forms and opt outs, handling inquiries from class members, preparing and providing reports upon reasonable request of Plaintiffs’ or Defendants’ Counsel, filing of all information and other tax returns necessary to report any taxable and/or net taxable income earned by the Settlement Amount, and any other reasonably necessary administrative actions.

III. RELIEF FOR THE CLASS

A. Settlement Amount:

Defendants shall pay the following amounts to class members based upon the sale price of their home during the Class Period, all in cash, for the benefit of the members of Class:

If the sale price of the home or lot was between:	Then the Class Member will receive:
\$0-\$349,999	\$75
\$350,000-\$649,999	\$125
\$650,000-No Limit	\$215

B. Distribution of Settlement Funds:

The Claims Administrator shall establish an escrow account to administer the settlement. Within two business days of the Court’s entry of the Final Order and Judgment, Defendants shall deposit a sum of \$175,000 into the escrow account to provide for relief to Class Members, the cost

of notice, and administrative expenses. If the amount initially deposited is depleted and further funds are necessary to meet Defendants' obligations under the Settlement Agreement, then the Claims Administrator, in consultation with counsel for Defendants and Plaintiffs, shall determine the amount of additional funds to be deposited into the escrow account and the reasonable amount of time in which such funds must be deposited.

The Claims Administrator has used best efforts to create a list of current addresses for Class Members. After the Final Settlement Date, the Claims Administrator shall send checks in the amounts established by the above settlement tiers, to each Class Member on the administrator's list of current addresses.

The Claims Administrator will also attempt to provide publication notice and claim forms to those Class Members for which he does not have a current address. For each valid claim form received, the Claims Administrator will issue a check from the settlement fund in accordance with the above referenced tiers.

If any member of the class is determined to be deceased at the time of distribution, the Claims Administrator may distribute the deceased class member's check to the duly appointed executor or personal representative of the estate of the deceased class member, or to the deceased class member's spouse. If the deceased class member has no executor, personal representative or spouse, the deceased class member's share shall be treated as unclaimed funds.

If any member of the class is a minor or incapacitated person, the Claims Administrator may distribute the minor's/incapacitated person's check to a duly appointed conservator, legal guardian or parent, if one exists. If no conservator, legal guardian or parent exists, the minor's/incapacitated person's share shall be treated as unclaimed funds.

The Claims Administrator will make reasonable efforts to distribute relief to all identified Class Members. Any unclaimed funds remaining in the escrow account will revert to Defendants, including any interest earned and the amounts of any checks from the settlement fund that are not cashed within 180 days.

IV. RELEASE OF CLAIMS AND TRANSACTIONS AND RELATED COVENANTS

A. Release of Claims Against the Released Defendants. Effective upon the Final Settlement Date, Plaintiffs and all Class Members do hereby release, acquit, and forever discharge the Released Defendants from the Released Claims and Transactions, and Plaintiffs and all Class Members agree not to institute, maintain, or assert any claims against the Released Defendants based on the Released Claims and Transactions. The term “Released Claims and Transactions” shall mean any and all causes of action, claims, demands, liabilities, damages (compensatory, punitive or otherwise), equitable relief, legal relief, rights, and/or suits, of whatever nature or kind, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, or based on any statute, regulation or common law of any country, state, province, county, city or municipality, that have been, could have been, or may be alleged or asserted, now or in the future, by Plaintiff or any Class Member against the Released Defendants (or any of them), whether in the Lawsuit, or in any other action or proceeding in or before any court, administrative body, tribunal, arbitrator, arbitration panel or any other forum, on the basis of, connected with, arising out of, or related, in whole or in part, to:

1. any or all of the acts, omissions, facts, matters, or representations that were alleged, asserted, described, set forth, related or referred to in the Lawsuit; and/or

2. any or all acts, omissions, facts, matters, transactions, occurrences or representations relating to the matters covered by this Settlement Agreement.

Nothing in this release should be construed to release existing or future claims between Plaintiff or any Class Member and any Released Defendant(s) that do not arise out of or relate to the Released Claims and Transactions.

B. Release of Claims Against Plaintiffs, Plaintiffs' Counsel and the Class

Effective upon the Final Settlement Date, the Released Defendants and the other Released Parties will release as against Plaintiffs, Plaintiffs' Counsel, and any other Class Member, and all of their respective related or affiliated persons or entities all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of this action or any of the claims that were asserted therein, except for claims relating to the enforcement of the Settlement.

Effective upon the Final Settlement Date, Plaintiffs, Plaintiffs' Counsel, and any other Class Member will release as against the Released Defendants, Defendants' Counsel, and all of their respective related or affiliated persons or entities all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the defense or settlement of this action or any of the claims that were asserted therein, except for claims relating to the enforcement of the Settlement.

Furthermore, no person shall have any claim against Class Counsel, any claims administrator, Defendants or Defendants' Counsel based on distributions made substantially in accordance with the Settlement Agreement, the Plan of Allocation, or further Court Orders.

C. **Enforcement of Settlement Agreement and Policies.** Nothing in the Release contained herein shall preclude any action to enforce the terms of this Settlement Agreement or the Final Order and Judgment.

V. **ATTORNEYS' FEES AND EXPENSES, AND INCENTIVE AWARDS.**

A. **Incentive Awards**

The parties have agreed to the following incentive awards to the representative plaintiffs, in recognition of their work on behalf of the other Class Members: (a) \$5,000.00 in total to Frances Robertson and the estate of Albert Robertson and, (b) \$1,000.00 in total to William J. Garrity, III and Garrity Ventures, LLC.

B. **Attorneys fees and expenses**

The parties completed their negotiation of the class relief set forth above, including the incentive awards mentioned above, before attempting to negotiate the payment of attorney's fees and expenses. The negotiation of relief to the Class was not in any way conditional upon the negotiation of attorney's fees and expenses. After considering the amount of time attorneys on both sides of the litigation had reasonably committed to the case, and further considering the billing rates prevalent in the Hilton Head/Charleston region, Defendants agree to pay to Plaintiffs' Counsel fees and expenses in the amount of \$197,500.00. If approved, the payment of this amount shall be sent/wired to Lead Counsel within two business days of the Court's entry of the Final Order and Judgment. This amount shall be held in trust by Lead Counsel until after the Final Settlement Date.

VI. CERTIFICATION NOTICE AND APPROVAL

A. Preliminary Approval, Certification and Notice. Within five (5) days after the execution of this Settlement Agreement, Plaintiffs and Lead Counsel will apply to the Court for an Order substantially in the form and substance of Exhibit 1 (the “Preliminary Approval Order”) that will, among other things:

1. Preliminarily approve this Settlement Agreement as sufficiently fair and reasonable to warrant sending notice to the Class;

2. Preliminarily certify the Class, as defined herein, and designating Plaintiffs as the Class representatives and Lead Counsel as Counsel for the Class, on the condition that the certification and designations shall be automatically vacated if this Settlement Agreement is terminated or is disapproved in whole or in part by the Court, any appellate Court, or any of the Settling Parties (pursuant to Section VII below), in which event this Settlement Agreement, its contents, and/or the fact that it was entered into shall not be used, offered, received or construed as an admission or as evidence for any purpose, including but not limited to the propriety of certifying any class;

3. Stay consideration of all other motions and deadlines pending in the Lawsuit;

4. Schedule the Fairness Hearing, to be held no sooner than ninety (90) days after entry of the Preliminary Approval Order, to consider the fairness, reasonableness and adequacy of this Settlement Agreement and whether it should be approved by the Court;

5. Approve the Settlement Class Notice substantially in the form and substance of Exhibit 2 hereto;

6. Direct Plaintiff to cause the Settlement Class Notice to be delivered to the last known addresses of all known potential Class Members, as derived from the current computer records of the HHMLS in its ordinary course of business and supplemented by a skip-trace process;

7. Determine that the Settlement Class Notice constitutes the most effective notice practicable of the pendency of the Lawsuit, this Settlement Agreement and the Fairness Hearing to all potential Class Members who can be identified through reasonable effort, and constitutes due and sufficient notice for all other purposes to all Persons entitled to receive notice;

8. Require each potential Class Member who wishes to exclude himself or herself from the Class to send to Lead Counsel or its Claims Administrator *and* the Court, an appropriate written request for exclusion postmarked no later than 15 days before the date of the Fairness Hearing;

9. Rule that any potential Class Member who does not submit a timely, written request for exclusion will be bound by all proceedings, orders and judgments in the Lawsuit, which will have preclusive effect in all pending or future lawsuits or other proceedings in all jurisdictions, except that Defendants, in their sole discretion, may allow a potential Class Member who does not timely request exclusion from the Class to opt out of the Class up to and including the date of the Fairness Hearing;

10. Require each Class Member who wishes to appear through separate counsel and/or to address or object to the fairness, reasonableness or adequacy of this Settlement Agreement to serve on Lead Counsel and to file with the Court, no later than 15 days before the Fairness Hearing, a notice of intention to appear and/or object, together with copies of any papers the Class Member intends to present to the Court in connection with this Settlement Agreement, or be forever barred from separately appearing and/or objecting;

11. Directing Lead Counsel to promptly furnish Defendants' Counsel with copies of all objections, written requests for exclusion, intentions to appear, and other documents received from Class Members; and

12. Contain any additional provisions that might be necessary to implement and administer the Settlement Agreement.

B. Re-delivering and Additional Notice. Lead Counsel or its Claims Administrator shall:

1. Re-deliver any Settlement Class Notice that is returned by the postal service with a forwarding address; and

2. Use reasonable efforts to attempt to find an address for any returned Settlement Class Notice that does not include a forwarding address; and

3. If an updated address is found, re-deliver once any returned Settlement Class Notices to the updated address as soon as practical following receipt of the updated address.

C. Costs of Notice and Claims Administration. Defendants shall pay the reasonable costs of Notice and Claims Administration.

D. Final Approval and Certification. After the Fairness Hearing, and upon the Court's approval of this Settlement Agreement, but in no event earlier than one hundred (100) days after filing of this Settlement Agreement, the Court shall enter a Final Order and Judgment substantially in the form and substance of Exhibit 3 that will, among other things:

1. Determine that Plaintiffs, all Members of the Class, and Defendants have submitted to the jurisdiction of the Court for purposes of this settlement, that the Court has personal jurisdiction over the Settling Parties, including all Members of the Class, and that the Court has subject matter jurisdiction to approve this Settlement Agreement;

2. Confirm that the Settlement Class Notice (i) constituted reasonable and the best practicable notice given the circumstances and purpose of the notice, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Members of the Class of the pendency of this Lawsuit, the proposed certification of the Class for purposes of this settlement, the terms of the proposed settlement, their right to exclude themselves (opt-out) from the Class, their right to object to the settlement, and their right to appear at the settlement hearing; (iii) constituted due, adequate and sufficient notice for all purposes to all persons entitled to receive notice; (iv) met all relevant legal requirements, including due process under the United States Constitution, the Federal Rules of Civil Procedure, and any other applicable rules or provisions of law; and (v) presented a fair recital of the subject matter of the case, the nature of the claims, and the terms of the proposed settlement;

3. Approve this Settlement Agreement as fair, reasonable, adequate and proper, in light of the risks of establishing liability and damages, the possible recovery, all the attendant risks of litigation, the complexity, expense and likely duration of the litigation, the state of the proceedings, the recommendations of competent counsel for the Class, and the reaction of the Class Members to the settlement, and further determining that the settlement secures an advantage for the Class and was made in good faith;

4. Confirm that the Fairness Hearing and any other hearings held by the Court constituted a constitutionally adequate opportunity for Plaintiffs and other persons who may be members of the Class (regardless of whether they have excluded themselves or objected to the settlement) to be heard;

5. Confirm and finalize certification of the Class as defined in this Settlement Agreement;

6. Approve finally this settlement, and direct the Settling Parties and their counsel to comply with the terms of this Settlement Agreement, and declare this Settlement Agreement and the Final Order and Judgment to be binding on all Class Members and preclusive in all pending and future lawsuits or other proceedings by such Class Members;

7. Incorporate by reference into the Order the Release set forth in section IV of the Settlement Agreement, and forever discharge the Releasees from any claims or liabilities arising from or relating to the Released Claims and Transactions, as set forth more fully herein, and order that the claims of the Plaintiff

and all members of the Class are dismissed with prejudice, except as provided in the Settlement Agreement, and without costs;

8. Retain jurisdiction over the administration of this Settlement Agreement, to supervise the settlement relief, and for any other necessary purpose to administer the settlement;

9. Approve the separately negotiated attorney's fees and expenses to Counsel for the Class in the manner described herein;

10. Determine that there is no just reason for delay, and that the judgment of dismissal shall be final and appealable under the Federal Rules of Appellate Procedure.

E. Retention of Claims Administrator. Lead Counsel is responsible for Claims Administration and shall retain an administrator to handle Claims Administration. Lead Counsel shall retain and work with the Claims Administrator, and shall respond to inquiries from Members of the Class to which the Administrator cannot satisfactorily respond.

F. Communications with Class Members. The Settling Parties agree that Defendants shall refer all inquiries about this settlement from Members of the Class to Lead Counsel or its Claims Administrator. Any mass and/or generalized communications about the proposed Settlement Agreement directed to Class Members, or a group thereof, whether by mail, telephone or by any other means, shall only be made jointly with, or with the approval of, Lead Counsel and the Settling Defendants.

VII. TERMINATION OF SETTLEMENT AGREEMENT

A. Bilateral Right to Terminate. Either of the Settling Parties may terminate this Settlement Agreement prior to the Final Settlement Date at its sole option and discretion by providing written notice of the termination to counsel for the other Settling Party if and only if:

1. the Court, or any appellate Court(s), rejects, modifies or denies approval of any portion of this Settlement Agreement that the terminating party, in its (or their) sole judgment and discretion, believes is material, including, without limitation, the terms of the Class relief, the provisions relating to Notice, the definition of the Class, the Release, or otherwise; or

2. the Court, or any appellate Court(s), does not enter, or completely and unconditionally affirm, any portion of the Final Order and Judgment that the terminating party in its (or their) sole judgment and discretion believes is material.

B. Deadline for Termination. The terminating party must exercise the option to withdraw from and terminate this Settlement Agreement under this Section no later than ten (10) business days after receiving notice of the event upon which the termination is based, provided, however, that if Settling Defendants' Unilateral Right to Terminate vests, Settling Defendants shall have ten days after the expiration of the opt-out period to exercise their Unilateral Right to Terminate, irrespective of the date Settling Defendants' Unilateral Right to Terminate vests.

C. No Obligation to Exercise Right. If an option to withdraw from and terminate this Settlement Agreement arises under this Section VII, none of the Settling Parties is required for any reason or under any circumstance to exercise that option.

D. Effect of Termination. If this Settlement Agreement is terminated pursuant to this Section, then:

1. this Settlement Agreement shall be null and void *ab initio*, shall be of no force or effect whatsoever, shall not be referred to or utilized for any purpose whatsoever, and no party to this Settlement Agreement shall be bound by any of its terms, except for the terms of this Section VII.D.; and

2. this Settlement Agreement, all of its provisions (including, without limitation, any provisions regarding Class certification), and all negotiations, exhibits, information, statements, and proceedings relating to them, shall be without prejudice to the rights of any of the Settling Parties to prosecute or defend this Action in any respect, including the right to litigate fully the issues related to class certification, raise personal jurisdictional defenses, or any other defenses, such rights being specifically and expressly retained by the Settling Parties; and

3. this Settlement Agreement, all of its provisions (including, without limitation, any provisions regarding Class certification), and all negotiations, statements, and proceedings relating to them, shall not be cited or otherwise used, directly or indirectly, in whole or in part, at or in connection with any motion, hearing, or trial, and shall not be admitted into evidence, in any legal action, including but not limited to the Lawsuit, and shall not be deemed or construed to be an admission or evidence of any violation, or of liability or wrongdoing, or of the truth of any of the claims or allegations, regardless of the parties to such legal action, unless such information is obtainable by separate and independent discovery permissible under the Federal Rules; and

4. the Settling Parties shall each be restored to their respective positions existing immediately before the execution of this Settlement Agreement, and all amounts in the litigation escrow account less any amounts authorized for disbursement in connection with notice and Claims Administration (as described in Sections II. T. and III. B. of this Agreement), shall be returned to Defendants within ten (10) business days.

VIII. MISCELLANEOUS.

A. Interests of the Class. Plaintiffs' Counsel and Plaintiffs represent that they are seeking to protect the interests of the entire Class and believe that this Settlement Agreement is in the best interests of the Class. Plaintiffs agree not to request exclusion from the Class, and Plaintiffs and Plaintiffs' Counsel agree not to encourage others to do so.

B. Entire Agreement. This Settlement Agreement sets forth the entire agreement between the Settling Parties relating to the settlement of the Lawsuit, and may not be altered or modified except by written instrument executed by Lead Counsel and Defendants' Counsel. There are no other representations or warranties between the Settling Parties relating to the subject matter of this Settlement Agreement that are not contained in this agreement, or that are being or have been relied upon by either party to this Settlement Agreement, except as expressly set forth in this Settlement Agreement.

C. Choice of Law. This Settlement Agreement shall be construed, interpreted, enforced, and governed according to and under the laws of South Carolina, without regard or giving effect to its conflict of law principles.

D. Jurisdiction and Venue. The Settling Parties irrevocably agree and submit to the sole and exclusive jurisdiction and venue of this Court for decision of any issue arising out of or in

any way related to this Settlement Agreement, the facts or circumstances surrounding formation or performance of the Settlement Agreement, or the Lawsuit.

E. Postmarks and Receipt. Whenever a Class Member is required to provide notice or submit materials by a certain date, the notice or submission shall be timely only if it is postmarked on or before the date it is due *and* the notice or submission is in fact received by the intended recipient within ten (10) days thereafter. Notwithstanding the foregoing, however, request for exclusion, objections to the Settlement Agreement and notices of appearance must be *actually delivered to and received by* the intended recipient on or before the date they are due.

F. Extensions of Time. The Settling Parties reserve the right, subject to the Court's approval, to make any reasonable extensions of time that might be necessary for the Settling Parties to carry out any of the provisions of this Settlement Agreement. Such extensions must be in writing to be enforceable. Nothing in this paragraph, however, shall entitle any individual Class Member to any extension of time to provide any notice or submission that is required under this Settlement Agreement or any directions or Orders of the Court in connection therewith.

G. Unambiguous Contract. All parties, including Plaintiffs and Class Members, agree that this Settlement Agreement is clear and unambiguous and was drafted by counsel for both the Settling Parties at arm's length, and that no parol or other evidence may be offered to contradict its terms, its intent, or the circumstances under which it was made or executed.

H. Counterparts. This Settlement Agreement may be signed in counterparts, each of which shall constitute a duplicate original. Counterparts may be delivered by facsimile or as a PDF via email, and shall operate as an original upon receipt.

I. Cooperation. The Settling Parties agree, upon the request of any one of them, to execute and deliver such further documents and undertake such further action as may reasonably

be required to effect the agreements and covenants contained in this Settlement Agreement. Nothing in this Paragraph, however, shall impose any additional duties on any Party except as specifically set forth in this Settlement Agreement.

J. Parties Bound. This Settlement Agreement shall be binding upon and inure to the benefit of the Settling Parties, the Class Members, the Released Defendants, and their respective heirs, executors, administrators, successors and assigns.

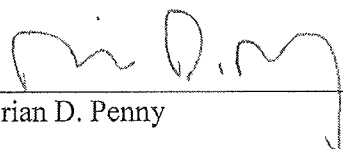
K. Communications Regarding Settlement. The Settling Parties and their counsel agree that any mass and/or generalized communications with Class Members or the media regarding this Settlement Agreement shall only be made with the prior written approval of Lead Counsel and Defendants' Counsel, provided, however, that any Released Defendant may respond to inquiries by stating that the Lawsuit has been resolved to the satisfaction of all parties. The Settling Parties and their counsel further agree that, prior to the date that the Settlement Class Notice is mailed, no party or counsel shall make any public announcements or other mass and/or generalized communications regarding this Settlement Agreement, including, without limitation, communications with the public, media or press.

L. Rule 11 Compliance: The Settling Parties agree that each has complied fully with the strictures of Rule 11 of the Federal Rules of Civil Procedure.

AGREED as to both form and substance, as of the 28th day of January 2013.

**GOLDMAN SCARLATO KARON & PENNY,
P.C.**

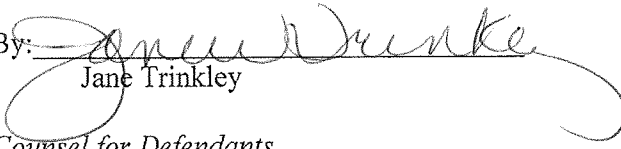
By: _____


Brian D. Penny

Lead Counsel for Plaintiffs and the Class

THE MCNAIR LAW FIRM, P.A.

By: _____


Jane Trinkley

Counsel for Defendants