

SETTLEMENT AGREEMENT AND RELEASE

Plaintiffs Environmental World Watch, Inc. (“EWW”) and Consumer Advocacy Group, Inc. (“CAG”), each on its own behalf and in the interest of the public, Yeroushalmi & Associates, and the undersigned air carriers (“Defendants”) (collectively, “Parties” and, individually, a “Party”) enter into this Settlement Agreement and Release (“Agreement”) concerning the settlement of all pending actions, claims and potential claims among the Parties. Following the execution of this Agreement, the Parties will execute a proposed stipulation and consent judgment to which the Agreement shall be attached as an exhibit (“Proposed Consent Judgment”). The “Effective Date” is the date on which the Court approves and enters the Proposed Consent Judgment.

RECITALS

A. WHEREAS, EWW and CAG are corporations registered with the State of California, formed for furthering environmental causes;

B. WHEREAS, Defendants have employees working at airports in California and plaintiffs allege Defendants have operated cargo aircraft at airports in California. Any airports in California where Defendants operate or has operated one or more cargo aircraft are “Covered Facilities;”

C. WHEREAS, Cal. Health and Safety Code sections 25249.5 *et seq.* (hereafter “Proposition 65”) prohibits, among other things, a company of ten or more employees from knowingly and intentionally exposing an individual to chemicals known to the State of California to cause cancer, birth defects and other reproductive harm without first providing a clear and reasonable warning to such individuals;

D. WHEREAS, the State of California has officially listed various chemicals pursuant to Cal. Health and Safety Code section 25249.8 as chemicals known to the State to cause cancer and/or reproductive toxicity;

E. WHEREAS, EWW and CAG allege that Defendants have exposed individuals to chemicals in jet engine exhaust that are listed as known to cause cancer and/or reproductive toxicity under Proposition 65. EWW and CAG allege that Defendants have caused these exposures without providing required Proposition 65 warnings;

F. WHEREAS, EWW and CAG, respectively, served Defendants and various public enforcement agencies with documents entitled “60-Day Notice of Intent to Sue Under Health & Safety Code section 25249.6” (collectively, the “Notices”). The Notices claim that Defendants violated Cal. Health & Safety Code section 25249.6 by failing to warn employees and individuals of exposures to chemicals listed under Proposition 65 as causing cancer and/or reproductive toxicity, which are allegedly present in jet engine exhaust from aircraft. While the Notices generally allege that Defendants have caused exposures to all Proposition 65-listed chemicals in jet engine exhaust, the Notices also more specifically identify Benz[a]anthracene, Chrysene, Benzo[a]pyrene, Indeno[1,2,3-cd]pyrene, Formaldehyde (gas), Acetaldehyde, Napthalene, Benzene; Ethylbenzene, Benzo[b]fluroanthene, Benzo[k]fluoranthene, Dibenz[a,h]anthracene, Toluene, and Carbon Monoxide (collectively, “Covered Exposures”);

G. WHEREAS, EWW filed a complaints in the public interest (the “EWW Action”) in the Superior Court for the County of San Francisco against Defendants and other airline carriers. CAG also filed a complaint in the public interest (the “CAG Action”) in the Superior Court for the County of San Francisco against Defendants and other airline carriers. The Complaints in the EWW and CAG Actions allege that Defendants violated Cal. Health & Safety Code section 25249.6 by failing to provide Proposition 65 warnings to employees and other individuals regarding alleged Covered Exposures;

H. WHEREAS, Defendants denied the allegations in the EWW and CAG Actions and, furthermore, alleged that the CAG Action was duplicative of the EWW Action and not justiciable, which CAG disputes;

I. WHEREAS, Yeroushalmi & Associates was formerly counsel of record for EWW in the EWW Action, and incurred unreimbursed fees and costs in connection with the EWW and CAG Actions;

J. WHEREAS, on February 22, 2008 the Parties participated in a mediation before Mr. Lester Levy at JAMS offices in Los Angeles, CA;

K. WHEREAS, in order to avoid continued and protracted litigation, the Parties desire to enter into a full settlement of all claims that were or could have been raised in the EWW Action, CAG Action, or any consolidated action of the EWW and CAG Actions (collectively referred to herein as the “Actions”) based upon the facts alleged therein and to resolve those actions with finality; and

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, the Parties agree as follows:

AGREEMENT

1. NO ADMISSION OF LIABILITY

1.1 No Admission. For the purpose of avoiding prolonged litigation, the Parties enter into this Agreement as a full settlement of all claims that were or could have been raised in the Actions based upon the facts alleged therein. By execution of this Agreement and the Proposed Consent Judgment, Defendants do not admit any violation of Proposition 65 or any other law, and Defendants specifically deny that they have committed any such violations. EWW and CAG dispute Defendants’ denial. Nothing in this Agreement, as incorporated in the Proposed Consent Judgment, shall be construed as an admission of any fact, issue of law or violation of law, nor shall compliance with this Agreement constitute or be construed as an admission of any fact, issue of law, or violation of law. Based on the foregoing, no one shall construe anything contained in this Agreement as an admission by anyone that any alleged action or failure to act by Defendants violated Proposition 65 or any other statute, regulation, or principle of common law.

2. INJUNCTIVE RELIEF/CLEAR AND REASONABLE WARNINGS

2.1 Work Area Warning Signage. Defendants shall provide warning signage at each Covered Facility in the manner set forth herein no later than thirty (30) business days (meaning excluding weekends and court holidays) after the Effective Date.

2.1.1 For each Covered Facility, Defendants shall ensure posting of a warning sign proximate to the primary entrance[s] to the Defendants' Work Areas where jet engines are operating. "Work Areas" means areas on the ramp, tarmac, or maintenance facility where employees routinely and in the ordinary scope of their employment come within 200 feet from operating jet engine of an aircraft. Defendants shall place prominently all signs posted under this section with such conspicuousness as to render it likely that employees will see and read the same. A warning sign under this subsection shall state:

WARNING: This area contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm.

2.1.2 Non-Exclusive Control. If Defendants do not have exclusive control over the area proximate to the primary entrance to a Work Area where a warning is required under Section 2, Defendants shall make reasonable and good faith efforts to obtain permission to post a warning sign at or near such an entrance. If, despite reasonable and good faith efforts, Defendants cannot obtain permission to post the required warning required at or near that entrance, Defendants shall have no obligation to provide such a warning at such entrance, so long as Defendants contacted EWW and CAG, through counsel, and discussed with EWW's and CAG's counsel the good faith efforts undertaken to address the issue.

2.2 Proposition 65 Information Statements. For each Covered Facility, Defendants will ensure a Proposition 65 Information Statement is posted, within thirty (30) business days of the Effective Date, in each breakroom used by its employees who work in Work Areas. The provision regarding "Non-Exclusive Control" in Section 2.1.2 applies to this requirement as well. The Proposition 65 Information Statement is attached as Exhibit A hereto.

2.3 **Duration of Warning Obligations.** Defendants' responsibilities to provide the warnings in this section shall continue for such period as Proposition 65 remains in full force and effect, except as provided below.

2.3.1 Defendants have no obligation to provide warnings as to a Covered Facility if it ceases to operate aircraft at that Covered Facility.

2.3.2 If the Office of Environmental Health Hazard Assessment ("OEHHA") issues a "Safe Use Determination" (22 Cal. Code Regs., § 12204) or otherwise determines that any Covered Exposures do not require Proposition 65 warnings, Defendants shall have no further obligation to provide the warnings described in this Agreement for such exposures.

2.3.3 If a Defendant performs a quantitative risk assessment in accordance with 22 Cal. Code Regs., § 12703 that results in a determination that any Covered Exposures do not require a warning under Cal. Health & Safety Code section 25249.5, Defendant may seek a Court Order that Defendant will have no further obligation to provide the warnings for such exposures described in this Agreement.

3. RELEASE AND CLAIMS COVERED

3.1 **Release of Defendants.** This Agreement is a final and binding resolution and release between Defendants and their past, present and future officers, directors, trustees, agents, employees, contractors, attorneys, parents, subsidiaries, or affiliates that operate at the Covered Facilities, divisions, successors and assigns, and its independent contractors who manufacture, repair or sell aircraft jet engines, fuel or otherwise service an aircraft for Defendants (collectively, "Releasees"), on the one hand, and EWW and CAG on behalf of themselves and their respective past, present, and future attorneys, officers, employees, directors, members, representatives, agents and assigns, on the other hand, of all claims for violation of Proposition 65, the provisions of Proposition 65 incorporated in California's Hazard Communication provisions (8 Cal. Code of Regs. § 5194(b)), and any other statutory or common law claim that EWW and CAG could have asserted against any Releasee regarding alleged exposures to

Proposition 65-listed chemicals at the Covered Facilities, including, but not limited to, the failure by any Releasee to provide clear and reasonable warnings of exposures to Proposition 65-listed chemicals in jet engine exhaust (collectively, “Released Claims”). Yeroushalmi & Associates on behalf of itself and its past, present, and future attorneys (including but not limited to Reuben Yeroushalmi), officers, employees, directors, members, partners, shareholders, contractors, representatives, agents and assigns, hereby releases and waives all claims against any Releasee for expenses (including but not limited to attorneys’ fees, investigative fees, consultant or expert fees), costs, liabilities, damages, injunctive relief, and relief of any other kind arising out of or related to Actions in any way (such claims are included within the term “Released Claims,” as used in this Agreement). A Defendant’s compliance with the terms of this Agreement resolves all issues of liability regarding the Released Claims, now and in the future, as to all Releasees.

EW, CAG, and Yeroushalmi & Associates, on behalf of themselves and their respective past, present, and future attorneys, officers, employees, directors, members, partners, representatives, shareholders, contractors, agents and assigns, covenant not to sue nor to institute or participate in, directly or indirectly, arising out of any claims in the EW and CAG Actions, any form of legal action against any Releasees and releases all Released Claims against any Releasees. Except however, EW, CAG, and Yeroushalmi & Associates shall remain free to institute any form of legal action to enforce the provisions of this Agreement.

3.2 Defendant’s Release. Defendant waives all rights to institute any form of legal action against EW, CAG, and Yeroushalmi & Associates, and each of their respective attorneys or representatives, for all actions and statements that EW, CAG, and Yeroushalmi & Associates and each of their respective past and present attorneys or representatives, have taken or made in the course of investigating and/or seeking enforcement of Proposition 65 against it in the Actions. Provided however, the Defendant retains the right to institute any form of legal action to enforce the provisions of this Agreement.

3.3 Waiver of California Civil Code Section 1542. The Parties waive all rights and benefits that they now have, or in the future may have, conferred upon it by virtue of the provisions of Section 1542 of the California Civil Code, which provides 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.

EWV, CAG, and Yeroushalmi & Associates understand and acknowledge, in particular, that the significance and consequence of its waiver of California Civil Code Section 1542 is that even if EWV, CAG, Yeroushalmi & Associates, with respect to the matters alleged in the Actions, any person or entity on whose behalf EWV, CAG, or Yeroushalmi & Associates purports to act, suffers future damages or harm arising out of or resulting from the Released Claims, EWV, CAG, Yeroushalmi & Associates, and anyone on whose behalf each purports to act, will not be able to make any claim for relief against any Defendant; provided however, CAG, EWV, and Yeroushalmi & Associates cannot and expressly do not release any claims for personal injury that could be brought by any other individual or organization.

EWV, CAG, and Yeroushalmi & Associates acknowledge that they intend these consequences for any relief, which may exist as of the date of this release but which they do not know exist, and which, if known, would materially affect EWV's, CAG's, or Yeroushalmi & Associates' decision to enter into the Agreement, regardless of whether its lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause, no matter how justifiable such cause may be.

3.4 Court Approval. Neither this Agreement nor the Proposed Consent Judgment is effective until the Effective Date. This Agreement shall be null and void if, for any reason, the Court does not enter an appropriate form of the Proposed Consent Judgment approving all aspects of this Agreement within one year after the Proposed Consent Judgment has been lodged with the Court.

4. SETTLEMENT PAYMENTS

4.1 Each Defendant shall pay a total settlement amount of Thirty Thousand Dollars (\$30,000) in full and final settlement of all claims that EWW and CAG (including but not limited to each of their current and former attorneys) brought or could have brought in connection with the Actions, including all costs and attorneys' fees incurred by EWW and CAG, and in lieu of any civil penalties that allegedly were claimed or could have been recovered in the Actions, as set forth below. Subject to Court approval of the Agreement and entry of the Proposed Consent Judgment, payment shall be made as follows:

4.1.1 Payment to EWW

4.1.1.1 From the total settlement payment set out in Section 4.1, Defendant shall pay Ten Thousand Dollars (\$10,000) to EWW (an organization dedicated to furthering Proposition 65 compliance) for projects and purposes related to environmental protection, worker health and safety, or reduction of human exposure to hazardous substances, as EWW may choose. EWW, including its attorneys, agents, representatives, members, officers, employees, or investigators, may not use any part of this payment to finance any future Proposition 65 litigation or investigative activities regarding potential Proposition 65 issues, compliance, or litigation arising out of or against Defendant or the airline industry. Defendant shall make payment payable to EWW within 30 days after the Effective Date to "Graham & Martin LLP Trust Account", at the following address: Graham & Martin LLP, 950 South Coast Drive, Suite 220, Costa Mesa, CA 92626.

4.1.2 EWW and Defendants shall each be responsible for and shall bear their own attorneys' fees and costs. EWW, for itself and its past, present, and future attorneys, officers, employees, directors, members, representatives, agents and assigns hereby waives all rights to institute or participate in, directly or indirectly, any form of legal action, and releases any and all claims of any nature whatsoever, against Defendants and their past, present and

future officers, directors, trustees, agents, employees, contractors, attorneys, parents, subsidiaries or affiliates, for reimbursement or payment of any and all of EWW's fees and costs. Defendants shall have no obligation to EWW to reimburse EWW or EWW's past, present, and future attorneys (including but not limited to Yeroushalmi & Associates), officers, employees, directors, members, shareholders, representatives, contractors, agents and assigns, for any fees and costs associated with the Actions.

4.1.3 Payment to CAG.

4.1.3.1 From the total settlement payment set out in Section 4.1, Defendant shall pay CAG a total of two thousand Dollars (\$2000), which represents a payment in lieu of civil penalties. The payment in lieu of a civil penalty shall be used for projects and purposes related to environmental protection, worker health and safety, or reduction of human exposure to hazardous substances, as CAG may choose. CAG, including its attorneys, agents, representatives, members, officers, employees, or investigators, may not use any part of this payment to finance any future Proposition 65 litigation or investigative activities regarding potential Proposition 65 issues, compliance, or litigation arising out of or against Settling Defendants. Defendant shall make payment within 30 days after the Effective Date payable to "Consumer Advocacy Group, Inc.", at the following address: c/o Law Firm of Roy Penuela, 4555 Ellenboro Way, Woodland Hills, CA 91364-5666.

4.1.3.2 From the total settlement payment set out in Section 4.1, Defendant shall pay attorneys fees and costs to the Law Firm of Roy Penuela a total of two thousand Dollars (\$2000), pursuant to application to the Court as part of the Proposed Consent Judgment, which represents reimbursement of past, present, and future

attorneys' fees and costs relating to or arising out of any of the Actions. Defendant shall make payment within 30 days after the Effective Date payable to "Law Firm of Roy Penuela", at the following address: c/o Law Firm of Roy Penuela, 4555 Ellenboro Way, Woodland Hills, CA 91364-5666.

4.1.3.3 From the total settlement payment set out in Section 4.1, Defendant shall pay attorneys fees and costs to the Lee Law Firm a total of one thousand Dollars (\$1000), pursuant to application to the Court as part of the Proposed Consent Judgment, which represents reimbursement of past, present, and future attorneys' fees and costs relating to or arising out of any of the Actions. Defendant shall make payment within 30 days after the Effective Date payable to "Lee Law Firm", at the following address: c/o Lee Law Firm, 3700 Wilshire Blvd, Suite 920 Los Angeles, CA 90010-3005.

4.1.3.4 From the total settlement payment set out in Section 4.1, Defendant shall pay attorneys fees and costs to Yeroushalmi & Associates a total of fifteen thousand Dollars (\$15,000), pursuant to application to the Court as part of the Proposed Consent Judgment, which represents reimbursement of past, present, and future attorneys' fees and costs relating to or arising out of any of the Actions. Defendant shall make payment within 30 days after the Effective Date payable to "Yeroushalmi & Associates", at the following address: 3700 Wilshire Blvd, Suite 480, Los Angeles, CA 90010.

4.1.3.5 Defendant shall have no further obligation to reimburse CAG or CAG's past, present, and future attorneys (including but not limited to Yeroushalmi & Associates), officers, employees, directors, members, shareholders, representatives, contractors, agents and assigns, for any fees and costs associated with the Actions.

4.1.3.6 Upon request by the Court or AG's Office, EWW and CAG shall provide an accounting of all disbursements of funds allocated as "in lieu of penalties" to ensure compliance with California regulations.

4.1.3.7 EWW and CAG, and their respective past and current attorneys, agree that they will not seek payment of attorneys fees from each other or its lawyers.

5. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of the EWW and/or CAG Action to enforce this Agreement.

6. DISPUTES UNDER THE AGREEMENT

Any Party to this Agreement may, by motion or order to show cause before the court, seek to enforce the terms and conditions contained in the Agreement upon a breach of any term or condition by another Party, but in no event will any Party seek to set aside any terms or conditions in this Agreement once the court has approved the Agreement and entered the Proposed Consent Judgment. In any such enforcement proceeding, the Parties may seek whatever equitable or legal remedies to which they are entitled for failure to comply with this Agreement, including their attorneys' fees and costs.

6. SUBSEQUENT SETTLEMENTS

If another party enters into a settlement agreement with EWW or CAG with respect to any allegations that such party caused exposures to Proposition 65-listed chemicals in jet engine exhaust without a Proposition 65 warning, the settling EWW or the settling CAG shall use good-faith efforts to ensure that no terms, conditions, or monetary payments of that settlement agreement are more favorable to such other party than those under this Agreement.

7. NOTICES

All correspondence or notices required to be provided pursuant to this Agreement shall be in writing and personally delivered or sent by: (1) first-class, registered, certified mail, return

receipt requested, or (2) overnight courier to the following addresses: (A Party, from time to time, may, pursuant to the methods prescribed above, specify a change of address to which all future notices and other communications shall be sent.)

To Defendants:

Counsel of Record for Each Defendant.
As provided on the signature pages.

To EWW:

Anthony G. Graham
Graham & Martin LLP
950 South Coast Drive, Suite 220
Costa Mesa, CA 92626

To CAG:

Roy Penuela
Law Firm of Roy Penuela
4555 Ellenboro Way
Woodland Hills, CA 91364-5666

To EWW's Former Counsel (Yeroushalmi & Associates):

Reuben Yeroushalmi
Yeroushalmi & Associates
3700 Wilshire Blvd.
Suite 480
Los Angeles, CA 90010

8. INTEGRATION

This Agreement constitutes the final and complete agreement of the Parties, as incorporated in the Proposed Consent Judgment, with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matters directly, indirectly or collaterally related to the subject matter of this Agreement. The Parties have included, expressly and intentionally, in this Agreement all collateral or additional agreements that may, in any manner, touch or relate to any of the subject matter of this Agreement and, therefore, all promises, covenants and agreements,

collateral or otherwise, are included herein and therein. The Parties intend that this Agreement shall constitute an integration of all their agreements, and each understands that in the event of any subsequent litigation, controversy or dispute concerning any of its terms, conditions or provisions, no party hereto shall be permitted to offer or introduce any oral or extrinsic evidence concerning any other collateral or oral agreement between the Parties not included herein.

9. TIMING

Time of Essence. Time is of the essence in the performance of the terms hereof.

10. COMPLIANCE WITH REPORTING REQUIREMENTS

Reporting Forms; Presentation to Attorney General. EWW and CAG shall comply with the reporting form requirements referenced in Cal. Health and Safety Code section 25249.7(f).

11. COUNTERPARTS

Counterparts. This Agreement may be signed in counterparts and shall be binding upon the Parties as if all Parties executed the original hereof.

12. WAIVER

No Waiver. No waiver by any Party of any provision hereof shall be deemed to be a waiver of any other provision hereof or of any subsequent breach of the same or any other provision hereof.

13. POST EXECUTION ACTIVITIES

13.1 Within fifteen (15) days following execution by the Parties of the Agreement, the Parties shall seek consolidation of the EWW Action and CAG Action (if such actions have not already been consolidated), and shall use good faith efforts to obtain an order from the Court consolidating the actions.

13.2 The Parties shall submit a Proposed Consent Judgment to the Superior Court, County of San Francisco for approval on noticed motion pursuant to Cal. Health and Safety Code section 25249.7(f) no later than sixty (60) days following execution of the Agreement by the

Parties. All Parties shall cooperate in good faith in the submission of the Proposed Consent Judgment to the Court.

13.3 All Parties agree to cooperate in good faith in implementing the terms of this Agreement and in seeking judicial approval of the Proposed Consent Judgment and all terms of this Agreement.

14. AMENDMENT

In Writing. No Party may amend or modify this Agreement except by a writing executed by the Parties that expresses, by its terms, an intention to modify this Agreement.

15. SUCCESSORS

Binding Upon Successors. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the Parties and their respective administrators, trustees, executors, personal representatives, successors and permitted assigns.

16. CHOICE OF LAWS

California Law Applies. Any dispute regarding the interpretation of this Agreement, the performance of the Parties pursuant to the terms of this Agreement, or the damages accruing to a Party because of any breach of this Agreement shall be determined under the laws of the State of California, without reference to principles of choice of laws.

17. NO ADMISSIONS

The Parties have reached this Agreement to avoid the costs of prolonged litigation. By entering into this Agreement, the Parties do not admit any issue of law, including any violation of Proposition 65. No one shall deem this Agreement to be an admission or concession of liability or culpability by any Party, at any time, for any purpose. EWW and CAG do not foreclose any right to demand warnings from other airline entities that are more expansive and/or comprehensive than those described herein. No one shall construe this Agreement, any document referred to herein, or any action taken to carry out this Agreement, as giving rise to

any presumption or inference of admission or concession by Defendants as to any fault, wrongdoing, or liability.

18. REPRESENTATION

Construction of Agreement. The Parties each acknowledge and warrant that independent counsel of its own selection represented it in connection with the prosecution and defense of the Actions, the negotiations leading to this Agreement and the drafting of this Agreement; and that in interpreting this Agreement, the terms of this Agreement will not be construed either in favor of or against any Party.

19. ADDITIONAL POST EXECUTION ACTIVITIES

The Parties agree to mutually employ their best efforts to support the entry of this Agreement and obtain approval of the Proposed Consent Judgment by the Court in a timely manner. The Parties acknowledge that, pursuant to California Health & Safety Code §25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment. Accordingly, the Parties agree to file a Motion to Approve the Agreement (“Motion”). Defendants shall have no additional responsibility to counsel for EWW or CAG or to Yeroushalmi & Associates pursuant to Code of Civil Procedure §1021.5 or otherwise with regard to reimbursement of any fees and costs incurred with respect to the preparation and filing of the Motion or with regard to counsel appearing for a hearing thereon.

20. COUNTERPARTS

This Agreement may be executed in counterparts and by facsimile or e-mail, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

21. AUTHORIZATION

Authority to Enter Agreement. Each of the signatories hereto certifies that he or she is authorized by the party he or she represents to enter into this Agreement, to stipulate to the Agreement, and to execute and approve the Agreement on behalf of the party represented.

THE SPACE BELOW IS INTENTIONALLY LEFT BLANK:

<p>AGREED TO:</p> <p>Date: <u>3-27-08</u></p> <p>Print name: <u>Steven A. Rossum</u></p> <p>By: <u>[Signature]</u> DEFENDANT ASTAR AIR CARGO, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>BINGHAM MCCUTCHEN LLP</p> <p>Date: <u>5/20/08</u></p> <p>By: <u>Rich Rothman</u> R Raymond Rothman Attorneys for DEFENDANT ASTAR AIR CARGO, INC.</p>
<p><i>Contact Information for Notice Purposes:</i></p> <p>Jennifer Borland, Esq. Supervisor of Legal Affairs ASTAR Air Cargo 2 South Biscayne Blvd., Suite 3663 Miami, FL 33131 Telephone: (305) 982-0500 Facsimile: (305) 416-9564</p>	<p><i>Contact Information for Notice Purposes:</i></p> <p>R Raymond Rothman, Esq. BINGHAM MCCUTCHEN LLP 355 South Grand Avenue, Suite 4400 Los Angeles, CA 90071-3106 Telephone: (213) 680-6400 Facsimile: (213) 680-6499</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>LAW FIRM OF ROY PENUELA</p> <p>Date: _____</p> <p>By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ YEROUSHALMI & ASSOCIATES</p>	

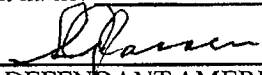
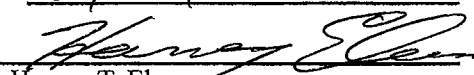
<p>AGREED TO: Date: <u>April 14, 2008</u> Print name: <u>David M. Jensen</u> By: <u>David M. Jensen</u> DEFENDANT FEDERAL EXPRESS CORPORATION (SUED AS FEDEX CORP.)</p>	<p>APPROVED AS TO FORM: BINGHAM MCCUTCHEN LLP Date: <u>5/20/08</u> By: <u>Rich Rothman</u> R Raymond Rothman Attorneys for DEFENDANT FEDERAL EXPRESS CORPORATION (SUED AS FEDEX CORP.)</p>
<p><i>Contact Information for Notice Purposes:</i> David M. Jensen, Esq. Federal Express Corporation 3620 Hacks Cross Road Building B, Third Floor Memphis, TN 38125-8800 Telephone: (901) 434-8582 Facsimile: (901) 434-8283</p>	<p><i>Contact Information for Notice Purposes:</i> R Raymond Rothman, Esq. BINGHAM MCCUTCHEN LLP 355 South Grand Avenue, Suite 4400 Los Angeles, CA 90071-3106 Telephone: (213) 680-6400 Facsimile: (213) 680-6499</p>
<p>AGREED TO: Date: _____ Print name: _____ By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM: Date: _____ Print name: _____ By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO: Date: _____ Print name: _____ By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM: LAW FIRM OF ROY PENUELA Date: _____ By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM: Date: _____ Print name: _____ By: _____ YEROUSHALMI & ASSOCIATES</p>	

<p>AGREED TO:</p> <p>Date: <u>April 2, 2008</u></p> <p>Print name: <u>Adam R. Kohas, SVP</u></p> <p>By: <u>[Signature]</u> POLAR AIR CARGO WORLDWIDE, INC., AS SUCCESSOR TO DEFENDANT POLAR AIR CARGO, INC</p>	<p>APPROVED AS TO FORM:</p> <p>BINGHAM MCCUTCHEN LLP</p> <p>Date: <u>5/20/08</u></p> <p>By: <u>[Signature]</u> R Raymond Rothman Attorneys for POLAR AIR CARGO WORLDWIDE, INC., AS SUCCESSOR TO DEFENDANT POLAR AIR CARGO, INC</p>
<p><i>Contact Information for Notice Purposes:</i></p> <p>Russell E. Pommer, Esq. Polar Air Cargo, Inc. 1747 Pennsylvania Avenue, NW, Suite 875 Washington, DC 20006 Telephone: (202) 822-9121 Facsimile: (202) 822-9152</p>	<p><i>Contact Information for Notice Purposes:</i></p> <p>R Raymond Rothman, Esq. BINGHAM MCCUTCHEN LLP 355 South Grand Avenue, Suite 4400 Los Angeles, CA 90071-3106 Telephone: (213) 680-6400 Facsimile: (213) 680-6499</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>LAW FIRM OF ROY PENUELA</p> <p>Date: _____</p> <p>By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ YEROUSHALMI & ASSOCIATES</p>	

<p>AGREED TO:</p> <p>Date: <u>April 28, 2008</u></p> <p>Print name: <u>Scott C Casey</u></p> <p>By: <u>[Signature]</u> UNITED PARCEL SERVICE CO. (SUED AS UNITED PARCEL SERVICE, INC.)</p>	<p>APPROVED AS TO FORM:</p> <p>BINGHAM MCCUTCHEN LLP</p> <p>Date: <u>5/20/08</u></p> <p>By: <u>[Signature]</u> R Raymond Rothman Attorneys for UNITED PARCEL SERVICE CO. (SUED AS UNITED PARCEL SERVICE, INC.)</p>
<p><i>Contact Information for Notice Purposes:</i></p> <p>Scott Casey, Esq. UPS Air Group 1400 North Hurstbourne Parkway Louisville, KY 40223 Telephone: (502) 329-6525 Facsimile: (502) 329-3165</p>	<p><i>Contact Information for Notice Purposes:</i></p> <p>R Raymond Rothman, Esq. BINGHAM MCCUTCHEN LLP 355 South Grand Avenue, Suite 4400 Los Angeles, CA 90071-3106 Telephone: (213) 680-6400 Facsimile: (213) 680-6499</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>LAW FIRM OF ROY PENUELA</p> <p>Date: _____</p> <p>By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ YERUSHALMI & ASSOCIATES</p>	

<p>AGREED TO: Date: <u>10/03/2008</u> Print name: <u>Sydney</u> By: <u>[Signature]</u> DEFENDANT CARGOLUX AIRLINES INTERNATIONAL, S.A.</p>	<p>APPROVED AS TO FORM: CONDON & FORSYTH LLP Date: <u>5/20/08</u> By: <u>[Signature]</u> Rod D. Margo 1901 Avenue of the Stars, Suite 850 Los Angeles, California 90067 Telephone: (310) 557-2030 Attorneys for DEFENDANT CARGOLUX AIRLINES INTERNATIONAL, S.A.</p>
<p>AGREED TO: Date: _____ Print name: _____ By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM: Date: _____ Print name: _____ By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO: Date: _____ Print name: _____ By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM: LAW FIRM OF ROY PENUELA Date: _____ By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM: Date: _____ Print name: _____ By: _____ YEROUSHALMI & ASSOCIATES</p>	

<p>AGREED TO: <u>[Signature]</u></p> <p>Date: <u>7/18/08</u></p> <p>Print name: <u>Fan Chang</u></p> <p>By: <u>Chief Financial Officer</u> DEFENDANT DPWN HOLDINGS (USA), INC., originally sued as DHL HOLDINGS (USA), INC.</p>	<p>APPROVED AS TO FORM:</p> <p>KENNEY & MARKOWITZ L.L.P.</p> <p>Date: <u>3/19/08</u></p> <p>By: <u>[Signature]</u> Harvey T. Elam Attorneys for DEFENDANT DPWN HOLDINGS (USA), INC., originally sued as DHL HOLDINGS (USA), INC.</p>
<p><i>Contact Information for Notice Purposes:</i> Rob Whipple Director of Commercial Litigation North America DHL - Exel Supply Chain, Dept. 230 570 Polaris Parkway Westerville, Ohio 43082 Telephone: (614) 865-8415 Facsimile: (614) 865-8879</p>	<p><i>Contact Information for Notice Purposes:</i> Harvey T. Elam, Esq. KENNEY & MARKOWITZ L.L.P. 255 California Street, Ste. 1300 San Francisco, CA 94111 Telephone: (415) 397-3100 Facsimile: (415) 397-3170</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>LAW FIRM OF ROY PENUELA</p> <p>Date: _____</p> <p>By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ YEROUSHALMI & ASSOCIATES</p>	

<p>AGREED TO:</p> <p>Date: <u>3/18/08</u></p> <p>Print name: <u>LAURENCE GLASSER</u></p> <p>By: <u></u> DEFENDANT AMERIJET INTERNATIONAL, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>KENNEY & MARKOWITZ L.L.P.</p> <p>Date: <u>3/18/08</u></p> <p>By: <u></u> Harvey T. Elam Attorneys for AMERIJET INTERNATIONAL, INC.</p>
<p><i>Contact Information for Notice Purposes:</i> Laurence Glasser, Risk Manager AMERIJET INTERNATIONAL, INC. 2800 S. Andrews Avenue Ft. Lauderdale, FL 33316 Telephone: (954) 320-5363 Facsimile: (305) 423-3345</p>	<p><i>Contact Information for Notice Purposes:</i> Harvey T. Elam, Esq. KENNEY & MARKOWITZ L.L.P. 255 California Street, Ste. 1300 San Francisco, CA 94111 Telephone: (415) 397-3100 Facsimile: (415) 397-3170</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>LAW FIRM OF ROY PENUELA</p> <p>Date: _____</p> <p>By: _____ Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ YEROUSHALMI & ASSOCIATES</p>	

<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ DEFENDANT [REDACTED]</p>	<p>APPROVED AS TO FORM:</p> <p>BINGHAM MCCUTCHEN LLP</p> <p>Date: _____</p> <p>By: _____ R Raymond Rothman Attorneys for DEFENDANT [REDACTED]</p>
<p>AGREED TO:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>Date: _____</p> <p>Print name: _____</p> <p>By: _____ Anthony Graham Attorneys for PLAINTIFF ENVIRONMENTAL WORLD WATCH, INC.</p>
<p>AGREED TO:</p> <p>Date: <u>7/12/08</u></p> <p>Print name: <u>Lyn H Marcus Pres</u></p> <p>By: <u>Lyn H Marcus, Pres</u> CONSUMER ADVOCACY GROUP, INC.</p>	<p>APPROVED AS TO FORM:</p> <p>LAW FIRM OF ROY PENUELA</p> <p>Date: <u>04/09/08</u></p> <p>By: <u>Roy Penuela</u> Roy Penuela Attorneys for PLAINTIFF CONSUMER ADVOCACY GROUP, INC.</p>
<p>AGREED TO AND APPROVED AS TO FORM:</p> <p>Date: <u>3/12/2008</u></p> <p>Print name: <u>REUCEN YEROUSHALMI</u></p> <p>By: <u>YEROUSHALMI & ASSOCIATES</u></p>	

SETTLEMENT AGREEMENT AND RELEASE