

IN THE CIRCUIT COURT OF KANKAKEE COUNTY, ILLINOIS
21ST JUDICIAL CIRCUIT

EDITH QUICK, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Cause No.
)	
SHELL OIL COMPANY, et al.,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT

Plaintiffs, representatives of a class in the above-captioned case, by and through their counsel, and defendants, by and through their counsel, hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for the settlement of the claims herein described against Defendants.

WHEREAS, Plaintiffs Edith Quick, Lisa Quick, Jeffrey Quick, Cathy Quick, Charles Quick, Jr., Lisa Kibbons, Carl Kibbons, Evan Kibbons, Edith Buckley, Gregory Buckley, Ellen Buckley, John Panozzo, guardian of Marguerite Panozzo, Angela Burge, Christopher Burge, and Kenneth Clark, commenced the above-captioned class action against Defendants Shell Oil Company, Shell Pipeline Corporation (collectively, "Shell"), Equilon Pipeline Company, LLC, Parsons Engineering Science, Inc., Richard Frendt and Sasa Jazic, alleging that they suffered damages as a result of the November 1988 release of gasoline from a former Shell pipeline in Limestone Township, Kankakee County, Illinois;

WHEREAS, this action was removed to federal court on March 16, 2005, transferred to *In re Methyl Tertiary-Butyl Ether Products Liability Litigation*, MDL 1358, Southern District of New York, on August 11, 2005, and remanded to the Circuit Court of Kankakee County in December, 2007;

WHEREAS, this action shall be settled on behalf of a Class, defined as follows:

“all current owners of real property in the Outer Area and Core Area, as defined on the map attached hereto as Exhibit A, and all people who resided or owned property within the Core Area from November 1, 1988, to the date of Final Approval (“Class Period”)

WHEREAS, Defendants have denied and continue to deny Plaintiffs’ claims, and enter into this Settlement Agreement without any admission of liability, but to obtain peace and closure in the area encompassed by this Agreement;

WHEREAS, Plaintiffs and Defendants have conducted a thorough examination and investigation of the facts and law relating to the matters in this Litigation;

WHEREAS, Defendants have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of defending protracted litigation and to resolve finally and completely all pending and potential claims of the Plaintiffs and all members of the Class relating to the claims asserted in this Litigation, other than personal injury claims;

WHEREAS, Plaintiffs recognize the costs and risks of prosecution of this Litigation, and believe that it is in their interest, and the interest of all Class Members, to resolve this Litigation, and any and all related claims against Defendants in this Settlement Agreement;

WHEREAS, substantial settlement negotiations have taken place among the Parties and their counsel, and, as a result, this Settlement Agreement has been reached, subject to the Court approval process set forth herein;

WHEREAS, the undersigned Parties believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and among Defendants and Plaintiffs, individually and on behalf of the Class;

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned Parties, as follows:

I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. **Action** shall mean the above-captioned class action proceeding .

B. **Aqua Illinois** shall mean Aqua Illinois, Inc., the public utility entity responsible for managing and operating the collection, treatment and distribution of potable water for residences and business located in Kankakee County, Illinois.

C. **Claim Form** shall mean a form in substantially the same form as the one attached hereto as Exhibit AA,” and shall be the exclusive form to be submitted by Class Members for recovery of their claim.

D. **Claims Period** shall mean the time period during which claims by members of the Class may be submitted and shall be determined by the Settlement Administrator, but in no event will exceed the period of the Settlement Administrator’s appointment.

E. **Class Counsel** shall mean the firm Miller, Axline & Sawyer, P.C., including Duane C. Miller and Michael Axline, 1050 Fulton Ave., Suite 100, Sacramento, CA 95825-4225, as well as Joseph Yurgine, The Law Offices of Joseph Yurgine, P.C., 1 Dearborn Square, Suite 500, Kankakee, IL 60901, and John Bernard Cashion, Three First National Plaza, 70 W. Madison St., Suite 2100, Chicago, IL 60602.

F. Class Counsel Fees shall mean the sum that the Court awards to Class Counsel for their fees incurred in connection with this Litigation.

G. Class Members shall mean all current owners of real property in the Outer Area and Core Area, as defined on the map attached hereto as Exhibit B, and all people who resided or owned property within the Core Area from November 1, 1988, up to the date that the Final Approval Order is signed by the Court.

H. Class Notice shall mean the Court-approved form of notice to Class Members with respect to, *inter alia*, (i) certification of the Settlement Class, (ii) preliminary approval of the Settlement, (iii) scheduling of the Final Approval Hearing, (iv) the opportunity to submit a claim by submitting a Claim Form, in substantially the same form as Exhibit AA@ ; (v) the opportunity to object; and (vi) the opportunity to opt out,

I. Class Period shall mean the period from November 1, 1988, up to the date that the Final Approval Order is signed by the Court.

J. Connection shall mean a pipe connecting a water main to all water system(s) currently served by any well on each property within the Core Area.

K. Core Area shall mean the properties included in the area identified as being the “Core Area” on the attached map (Exhibit B).

L. Court shall mean the Circuit Court of Kankakee County, the Honorable Judge Lustfeldt, presiding, or his duly appointed successor.

M. Defendants shall mean defendants in the above-styled action, Shell Oil Company, Shell Pipeline Corporation, Equilon Pipeline Company, LLC, and Parsons Engineering Science, Inc

N. **Defendants' Counsel** shall mean John E. Galvin and the firm of Fox Galvin, LLC., One Memorial Drive, 12th floor, St. Louis, Mo. 63102, and Anthony F. King and the firm of Wallace, King, Domike & Reiskin, PLLC, 1050 Thomas Jefferson St. NW, Washington, D.C. 20007.

O. **Effective Date** shall be the day following the date on which the Final Approval Order is no longer subject to appeal.

P. **Final Approval Hearing** shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order.

Q. **Final Approval Order** shall mean the Court order that approves this Settlement Agreement and Class Counsel Fees, and makes such other rulings as are contemplated by this Settlement Agreement.

R. **Litigation** shall mean the above-captioned class action proceeding.

S. **Municipal Water** shall mean potable water distributed to residents in Kankakee County, Illinois by Aqua Illinois or its successor.

T. **Objection Date** shall mean the date, 14 days prior to the Final Approval Hearing, as ordered by the Court, for Class Members to object to the Settlement Agreement's terms or provisions and submit any required statements, proof, or other materials and/or argument.

U. **Opt-Out Deadline** shall mean the date 14 days prior to the Final Approval Hearing as ordered by the Court, by which any Class Members who do not wish to be included in the Settlement Class and participate in the Settlement must complete the acts necessary to properly effect such election.

V. **Opt-Out List** shall mean a written list prepared by Plaintiffs' Counsel of all Class Members who submit timely Requests for Exclusion.

- W. Opt-Out Notice** shall mean a Request for Exclusion.
- X. Outer Area** shall mean the area including the properties identified as being included in the Outer Area on the attached map (Exhibit B).
- Y. Parties** shall mean the Plaintiffs Edith Quick, Lisa Quick, Jeffrey Quick, Cathy Quick, Charles Quick, Jr., Lisa Kibbons, Carl Kibbons, Evan Kibbons, Edith Buckley, Gregory Buckley, Ellen Buckley, John Panozzo, guardian of Marguerite Panozzo, Angela Burge, Christopher Burge, and Kenneth Clark, and all Class Members, and Defendants Shell Oil Company, Shell Pipeline Corporation, Equilon Pipeline Company, LLC, and Parsons Engineering Science, Inc.
- Z. Preliminary Approval Order** shall mean the Order of the Court preliminarily approving this Settlement Agreement, in substantially the same form as Exhibit AC”
- AA. Released Parties** shall mean the Defendants, Richard Frendt and Sasa Jazic, as well as their successors, assigns, parents, subsidiaries, partners, agents (actual or apparent), insurers, employees, attorneys, heirs, executors and administrators.
- BB. Settlement** shall mean the agreement by the Parties to resolve this Litigation, the terms of which have been memorialized and provided for in this Settlement Agreement.
- CC. Settlement Agreement or Agreement** shall mean this Settlement Agreement and all the exhibits attached hereto.
- DD. Settlement Administrator** shall mean the individual appointed by the Honorable Judge Lustfeldt, to manage opt-outs and claims, coordinate the distribution of the Settlement Fund, and otherwise manage implementation of this Agreement.
- EE. Settlement Fund** shall mean the sum of \$26,000,000, which shall be deposited in an interest-bearing account with National City Bank, a federally insured bank located in

Kankakee County, within 14 (fourteen) business days following the Effective Date and held in escrow by the Escrow Agents. Such Fund, together with interest earned thereupon, shall be applied, in the first instance, to the payment of Valid Claims as defined below.

FF. Summary Notice shall mean the form of Notice, substantially in the form attached hereto as Exhibit "D," to be published as provided in the Preliminary Approval Order.

GG. Valid Claim shall mean those claims submitted by members of the Class on or before the deadline set forth in the Notice and as otherwise provided therein.

HH. Water Mains shall mean all mains, reservoirs, hydrants and connections necessary to provide residents within the Core Area who do not currently have municipal water with potable municipal water service with adequate pressure.

II. REQUIRED EVENTS

A. Within twenty-one (21) days after execution of this Settlement Agreement by all Parties:

1. The Parties shall take all necessary steps to obtain an order remanding the above captioned case from federal court to the Circuit Court of Kankakee County, Illinois, where the case was initially filed, and to obtain entry of the Preliminary Approval Order as soon as reasonably practicable with the Final Approval Hearing to be scheduled no later than the end of February 2008.

2. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in substantially the same form as Exhibit "C," which by its terms shall:

- a. Preliminarily approve the terms of the Settlement Agreement for purposes of issuing notice;

- b. Approve the contents of the Class Notice and the publication of the Summary Notice; and
- c. Schedule a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement, and to consider whether the Court should issue a Final Approval Order approving the Settlement, and dismissing the Litigation with prejudice.

3. The Parties will use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order.

4. In the event that the Court fails to issue the Preliminary Approval Order or fails to issue the Final Approval Order, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) identified by the Court.

5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

III. SETTLEMENT TERMS

A. Defendants shall provide the Settlement Fund, in the amount of Twenty-Six Million dollars (\$26,000,000.00) to pay, *inter alia*, Valid Claims submitted by Class Members.

B. The Settlement Class will include all Class Members as defined in section I.G.

C. The Settlement Fund shall be used to provide redress to all Class Members who submit Valid Claims under the terms of this Settlement Agreement.

D. The Settlement Fund shall be distributed by the Settlement Administrator to: (1) reimburse Class Members within the Core Area for any and all damages they have claimed or may have claimed for any and all damages as a result of the release of MTBE and/or gasoline, or any of its components or breakdown products, from a former Shell pipeline which forms the basis for the Litigation, (including, but not limited to, claims for diminished property value, unreimbursed past and future costs of obtaining alternative water such as water bills or payment for bottled water, past and future lost rent, nuisance, past easements and access, costs for connections to water mains, investments in private wells and interference with quiet enjoyment of property), except for claims for personal injury, which are excluded from this Settlement; and (2) provide Class Members in the Outer Area with an amount sufficient to: (i) test well water on their properties for MTBE for such time as the Settlement Administrator determines is reasonably necessary to assure that any risk of MTBE contamination in the Outer Area arising from the pipeline spill is negligible; (ii) compensate Class Members in the Outer Area for the inconvenience and annoyance of such testing; and (3) provide potable water should such testing show the presence of MTBE reasonably attributable to Shell's pipeline spill, through filtration or other appropriate measures.

E. At Defendants' expense, a licensed contractor will install all mains, reservoirs, hydrants and connections necessary to provide municipal water to properties within the Core Area not currently served by Aqua Illinois. The Core Area includes properties directly contiguous to (i.e., across the street) from the boundaries of the Core Area as indicated on Exhibit A. These water mains shall be constructed to provide potable municipal water service meeting Aqua Illinois' standards for construction, pressure and water quality and sufficient to replace water currently provided by any wells on such property. Defendants will also pay for

any necessary repairs to landscaping, piping, or other property caused by the installation of water mains by Defendants' contractor. Defendants agree to consult with Aqua Illinois during the implementation of this agreement in order to insure that standards are satisfied.

F. At Defendants' expense, a licensed contractor will install a connection from the water main to each water system providing service to a residence and any water system served by any well on any property in the Core Area, not already connected to municipal water. Defendants will pay for any necessary repairs to landscaping, piping or other property caused by the installation of the connections. To the extent any access agreements or easements are necessary for the installation of water mains, connections or items (other than a reservoir) associated with the provision of municipal water, Class Members agree to execute all necessary documents to provide such easements, including the standard Aqua Illinois easement for water mains. Each property owner who executes such an easement will be compensated (at Defendants' expense) at an amount consistent with the amount that would be provided pursuant to the formula used by Aqua Illinois.

G. All private wells in the Core Area will be closed at Shell's expense after Shell provides water pursuant to paragraphs E and F, including any necessary repairs to landscaping, piping, or other property caused by the closure of a well. Well closures will be in compliance with Illinois regulatory requirements and in accordance with a schedule that Shell determines is reasonably necessary. Class Members in the Core Area agree to cooperate with Shell to close wells and to refrain from use of wells in the future.

H. The parties will endeavor to secure a State, County or Municipal ordinance prohibiting any future drilling or use of private wells in the Core Area. In the event such an ordinance cannot be secured, the Class Members warrant that no new wells will be drilled and

will execute deed restrictions that will flow with the land prohibiting use in any manner of future private wells. The requirement of this provision shall be deemed to constitute a covenant that runs with the land, is legally binding upon any successive owners of the land and shall be incorporated as such in a release signed by the Settlement Class member. This deed restriction and covenant shall expire fifteen years after the date on which Illinois EPA issues a “no further action letter” or similarly closes remediation and monitoring of the release site.

I. If the number of potential Class Members who choose to opt-out of the Settlement Class is excessive, Defendants retain the right (not to be exercised unreasonably) to terminate the Settlement and the parties will be returned to their previous position in the Litigation.

J. Defendants shall pay reasonable attorneys’ fees and expenses of class counsel, to be determined separately and approved by the Court in the Final Approval Order. Attorneys’ fees and expenses shall be paid separately and in addition to that money placed by Defendants in the Settlement Fund.

V. CLAIMS ADMINISTRATION

A. The Settlement Fund shall be distributed by the Settlement Administrator, and is intended to reimburse Class Members participating in the Settlement. The Settlement Administrator, based upon written material and claims supplied by and for each claimant, and based upon written criteria developed in consultation with Class Counsel, shall decide:

1. Whether the claimant has submitted adequate proof to establish that he or she is a Class Member;
2. The amount of the claim to be allowed against the Settlement Fund;

3. The time when each payment of damages to a claimant shall be made;
4. The time when all claims must be decided and paid out;
5. Subject to Court approval, the amount of the initial distribution and any reserve;
6. Any other matter deemed by the Court to be necessary or useful.

All Claim Forms shall be sent to the Settlement Administrator. The process of claims administration shall be completed not more than three years and six months after the Effective Date, unless extended by order of the Court. The Court shall retain jurisdiction during this period to insure proper implementation of the Agreement. The Court shall set a reasonable amount for compensation of the Settlement Administrator and shall authorize and approve additional sums for necessary services and expenses.

B. The costs of Claims Administration will be deducted from the Settlement Fund.

VI. NOTIFICATION TO SETTLEMENT CLASS MEMBERS

A. Notice shall be provided by the best means practicable, to include direct first class mailing to those residents currently residing in the Core Area and Outer Area, and publication in the Kankakee Daily Journal, the local newspaper.

B. Notice shall include the establishment of a toll-free telephone number providing information to Class Members of the details of this Settlement Agreement including details related to membership, claim recovery and exclusion.

C. Notice shall include the establishment of a website providing copies of the Class Notice, Claims Form and Opt-Out Notice.

D. Notice and administration costs will be deducted from the Settlement Fund.

E. The parties shall jointly submit a proposed Notice of Class Action Settlement for approval to the Court simultaneously with the Joint Motion for Approval of Class Settlement.

F. Plaintiffs' Class Counsel shall be responsible for the following notice program, subject to the Court's approval:

1. Publication of the Summary Notice three times in The Kankakee Daily Journal
2. Printing and disseminating by first class mail the Class Notice to all households containing members of the Class that can be identified practicably.
3. Distribution of the Class Notice and Claim Form to all individuals who request one either by mail, through the website maintained by the Settlement Administrator or otherwise.
4. Posting of the Class Notice and Claim Form in a prominent location on Class Counsel's website.

G. The Claims Period shall be determined by the Administrator, but in no event will exceed the period of the Administrator's appointment.

H. All expenses related to providing notice of this Settlement will be paid by the Settlement Fund, which include, among other expenses, costs associated with the establishment and maintenance of a website and a toll-free telephone number providing information concerning the terms of this Settlement.

I. Proof of Notice. No later than 14 days prior to the Final Approval Hearing, the Settlement Administrator shall provide an affidavit to the Court, with a copy to the Parties, attesting that notice was disseminated in a manner consistent with the terms of this Settlement Agreement.

VII. REQUESTS FOR EXCLUSIONS BY CLASS MEMBERS

A. Any Class Member may make a Request for Exclusion or submit an Opt-Out Notice by mailing or delivering such request in writing to the Settlement Administrator at the addresses set forth in the Class Notice. Any Request for Exclusion or Opt-Out Notice must be postmarked or delivered not later than 14 days prior to the Final Approval Hearing. Any Request for Exclusion or Opt-Out Notice shall state the name, address and telephone number of the person requesting exclusion and contain a clear statement communicating that such person elects to be excluded from the Class, does not wish to be a Class Member and elects to be excluded from any judgment entered pursuant to this Settlement.

B. Any Class Member who submits a timely Request for Exclusion or Opt-Out Notice may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

C. The Settlement Administrator shall file with the Clerk a report with the names appearing on the Opt-Out List and a copy of the Opt-Out Notices no less than 7 days prior to the Final Approval Hearing.

VIII. OBJECTIONS BY CLASS MEMBERS

A. The Preliminary Approval Order submitted to the Court shall provide that any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, shall file a written notice of objection by the Objection Date. Such objections shall state the name, address and telephone number of the person and provide proof of membership in the Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered.

B. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement or any aspect of it, including, *inter alia*, Class Counsel Fees. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection and/or request to be heard with the Clerk of the Court, and serve by mail or hand delivery such notice of objection and/or request to be heard upon Class Counsel and Defendants' Counsel at the addresses set forth in the Class Notice, no later than the Objection Date. The Preliminary Approval Order presented to the Court will further provide that objectors who fail to properly or timely file their objections with the Clerk of the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

IX. RELEASE, DISMISSAL OF ACTION, AND JURISDICTION OF COURT

A. By this Settlement Agreement and the following Release, the Released Parties are released from any and all claims or causes of action that were, could have been, or should have been asserted by the Plaintiffs or any Class Member against the Released Parties, based upon or related to property damage occurring as a result of the release of gasoline, or any of its components or breakdown products, from a pipeline formerly owned by Shell that forms the basis for the Litigation, (including, but not limited to, claims for diminished property value, unreimbursed past and future costs of obtaining alternative water such as water bills or payment for bottled water, past and future lost rent, nuisance, past easements and access, costs for connections to water mains, investments in private wells and interference with quiet enjoyment of property), except for claims for personal injury, which are excluded from this Release and

Settlement. Defendants agree not to assert, and hereby expressly waive, any and all defenses based on “claim splitting” principles that might otherwise be available in defense of personal injury claims arising from the pipeline spill that is the subject of this Settlement Agreement.

B. This Settlement Agreement and Release does not affect the rights of Class Members who timely and properly opt out of the Settlement Agreement as provided in the Class Notice.

C. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under and pursuant to the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement, including, but not limited to, orders enjoining Class members from prosecuting claims that are released pursuant to the Settlement.

D. Upon the occurrence of the Effective Date: (i) the Settlement shall be the exclusive remedy for any and all released claims of Class Members; (ii) the Released Parties shall not be subject to liability or expense of any kind with respect to the released claims to any Class Members except as set forth herein; and (iii) Plaintiffs and the members of the Class who have not submitted valid and timely Requests for Exclusion shall be permanently barred from initiating, asserting, or prosecuting any and all released claims against the Released Parties in any federal or state court in the United States or any other tribunal.

X. MISCELLANEOUS FINANCIAL PROVISIONS

A. Within fourteen (14) days of the entry of the Final Approval, Defendants shall

transfer by wire the Settlement Fund (\$26,000,000) into an account at National City Bank bearing a court-approved rate of interest. In the event the Settlement is terminated, for any reason, before the Effective Date, the Settlement Fund, including any accrued interest, shall be returned to Defendants.

B. The Settlement Administrator shall have sole signing authority for withdrawals from the account in which the Settlement Fund is escrowed. The Settlement Administrator shall exercise such authority only and exclusively in accordance with, and to carry out, the terms of this Settlement Agreement.

XI. REPRESENTATIONS, WARRANTIES AND COVENANTS

A. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs, to execute, deliver, and perform this Settlement and to consummate all of the transactions contemplated hereby.

B. Defendants' Counsel, who are signatories hereof, represent and warrant that they have the authority to execute, deliver, and perform this Settlement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants, through Defendants' Counsel, of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants.

XII. MISCELLANEOUS GENERAL PROVISIONS

A. This Settlement Agreement, and the exhibits and related documents hereto, are not, and shall not at any time be construed or deemed to be, or to evidence, any admission against or concession by Defendants with respect to any wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. This provision shall survive the expiration or voiding of the Settlement Agreement.

B. This Settlement Agreement is entered into only for purposes of Settlement. In the event that the Final Approval Order is not entered, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior rights and positions as if the Settlement Agreement had not been entered into.

C. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

D. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in a writing signed by all of the Parties.

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

F. This Settlement Agreement shall be governed by and construed in accordance

with the substantive laws of the State of Illinois, without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

G. Except as otherwise provided in this Settlement Agreement, each Party to this Settlement Agreement shall bear his, her or its own expenses related to the Litigation.

H. If any clause, provision or paragraph of this Settlement Agreement shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision or paragraph of this Settlement Agreement, and this Settlement Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable clause, paragraph, or other provisions had not been contained herein.

I. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

J. All applications for Court approval or Court orders required under this Settlement Agreement shall be made on notice to the Parties.

K. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. Because this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement.

L. Integrated Agreement.

1. All of the Exhibits of this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference.

2. This Settlement Agreement and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

M. Dispute Resolution.

The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved shall be submitted to the Circuit Court of Kankakee County

N. Notices. All notices to the Parties of counsel required by this Settlement Agreement shall be made in writing and communicated by fax and mail to the following addresses:

1. If to Plaintiffs or Plaintiffs' Counsel:

Duane C. Miller
Michael Axline
Miller, Axline & Sawyer, P.C.
1050 Fulton Ave., Suite 100
Sacramento, CA 95825-4225
(916) 488-6688 Telephone
(916) 488-4288 Facsimile
toxictorts@toxictorts.org

Joseph R. Yurgine
Law Offices of Joseph R. Yurgine
One Dearborn Square, Ste. 500
Kankakee, IL 60901
(815) 939-3322
(815) 939-4759 (FAX)
joeyurgine@yahoo.com

John B. Cashion
Attorney at Law
70 W. Madison St., Ste. 2100
Chicago, IL 60602
(312) 460-0001
(312) 460-0004 (FAX)

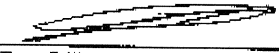
2. If to Defendants or Defendants' Counsel:

John E. Galvin
Fox Galvin, LLC
One Memorial Drive, 12th Floor
St. Louis, MO 63102
(314) 588-7000 Telephone
(314) 588-1965 Facsimile
jgalvin@foxgalvin.com

IN WITNESS WHEREOF, Plaintiffs and Defendants, by their respective counsel, have executed this Settlement Agreement as of the date(s) indicated below.

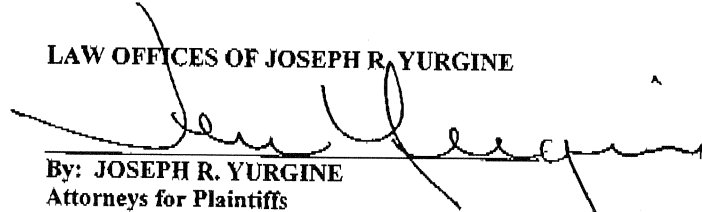
MILLER, AXLINE & SAWYER
A Professional Corporation

Date: 12/12/07


By: DUANE C. MILLER
Attorneys for Plaintiffs

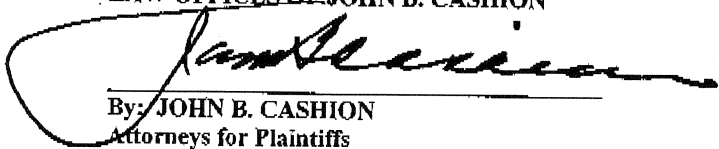
LAW OFFICES OF JOSEPH R. YURGINE

Date: 12-12-07


By: JOSEPH R. YURGINE
Attorneys for Plaintiffs

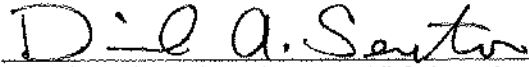
LAW OFFICES OF JOHN B. CASHION

Date: 12/12/2007


By: JOHN B. CASHION
Attorneys for Plaintiffs

Defendant SHELL OIL COMPANY

Date: _____

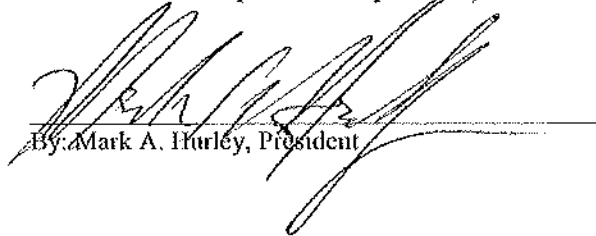


By: Shell Oil Products Company LLC, its authorized Agent

By: David A. Sexton, President

Defendant SHELL PIPELINE COMPANY, LP (formerly known as Equilon Pipeline Company LLC, as successor in interest of Shell Pipe Line Corporation)

Date: 12/13/07



By: Mark A. Hurley, President