

1 rights, if any, or prejudice plaintiffs' ability, if any, to oppose or challenge any claim of
2 arbitration rights on any grounds other than any claim of waiver relating to certification of
3 the Settlement Classes or any other act relating to the negotiation, execution or
4 implementation of this MDL Settlement Agreement;

5 If Final Settlement Approval does not occur or if the MDL Settlement Agreement
6 terminates prior to Final Settlement Approval, pursuant to Code Civ. Proc. § 583.330 this
7 action may be set for trial and tried after the time period set forth in Code Civ. Proc.
8 § 583.310.

9 If Final Settlement Approval does not occur or if the MDL Settlement Agreement
10 terminates prior to Final Settlement Approval, the discovery cut-off date and motion cut-off
11 date will be extended to dates that allow reasonable time for completion of discovery and
12 motion practice.

13 If Final Settlement Approval does not occur or if the MDL Settlement Agreement
14 terminates prior to Final Settlement Approval, the time elapsed during the stay of this action
15 shall not be considered as a factor in the determination of the pending motion to amend or
16 any motion for class certification or any other motion or issue.

17 Immediately upon Final Settlement Approval, plaintiffs will dismiss this action in its
18 entirety with prejudice as to all Defendants.

19 Within five business days of Final Settlement Approval, Plaintiffs or, at Defendants'
20 option, Defendants, shall file the Stipulation re Dismissal, the Declaration in Support of
21 Dismissal of Putative Class Action, and the [Proposed] Order re Dismissal attached hereto
22 (without their exhibits) as Exhibits 2-4. Plaintiffs shall use their best efforts to obtain the
23 entry of the [proposed] Order re Dismissal.

24
25 _____, 2006
26 By: _____
27 JUDGE OF THE SUPERIOR COURT
28