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8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA
10 SAN FRANCISCO DIVISION

11 JERRY VAUGHN and THERESA
12 TRAVERS,

13 Plaintiffs,

14 v.

15 BAY ENVIRONMENTAL MANAGEMENT
16 INC., CAESAR NUTI, DENNIS VARNI,
17 MARIO AQUILINO, LOYD BONFANTE
18 SR., JOSEPH DELLA ZOPPA, ESTATE OF
19 RICHARD GRANZELLA SR., EDWARD
20 MENOSSE, PASQUALE PARENTI, FSC
21 SECURITIES CORPORATION, and
22 JERROLD N. WEINBERG

23 Defendants.

24 FSC SECURITIES CORPORATION and
25 JERROLD N. WEINBERG,

26 Cross-Claimants,

27 v.

28 BAY ENVIRONMENTAL MANAGEMENT
INC., ESTATE OF PINA J. BARBIERI,
CAESAR NUTI, and DENNIS VARNI,

Cross-Defendants.

Case No. C03-5725 SC

JUDGMENT

On October 12, 2010, the Parties filed their Stipulation and Agreement of Compromise and Settlement of Class Action (the "Settlement"). Docket No. 217-2. Pursuant to the Settlement and the Court's Order of Final Approval of Class Action Settlement and Entry of

1 Final Judgment, Docket No. 233, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
2 THAT:

3 1. The Court has jurisdiction over the Litigation and over all Parties in the Litigation
4 pursuant to 28 U.S.C. section 1331 and 29 U.S.C. section 1132(e).

5 2. In accordance with the Court's Preliminary Approval Order, notice was timely
6 given by mail to all members of the Class who could be identified and whose addresses could be
7 ascertained with reasonable effort. The form and manner of delivery to the Class met the
8 requirements of Rule 23 and due process, constituted the best notice practicable under the
9 circumstances, and constituted due and sufficient notice to all members of the Class.

10 3. The motion for final approval of the Settlement is hereby GRANTED. The Court
11 has reviewed the Settlement, the Settlement Fund of \$1,900,000.00, and all related terms and
12 conditions, and finds them fair, reasonable, and adequate in all respects. The parties to the
13 Settlement are authorized and directed to consummate the Settlement and to perform under the
14 terms of the Settlement. The Litigation, including the Amended Complaint and the Cross-Claim,
15 is dismissed on the merits with prejudice. This dismissal shall and does include any and all
16 claims that were asserted in the Amended Complaint and the Cross-Claim, or are expressly
17 covered by the Settlement.

18 4. Named Plaintiffs and each of the Class Members, individually and on behalf of
19 the Releasors, fully, completely, and finally settle and discharge the Released Claims, subject to
20 a single condition subsequent: the filing of the Implementation Notice by the Parties.

21 5. Subject to the condition subsequent set forth in this Judgment, Named Plaintiffs
22 and each and every Class Member shall be bound by the Settlement, shall have exclusive
23 recourse to the benefits, rights, and remedies provided by the Settlement regarding the Released
24 Claims, and shall be precluded from pursuing any other action, demand, suit or other claim, in
25 any judicial or administrative forum whatsoever, against the Released Persons with respect to the
26 Released Claims.

27 6. Subject to the condition subsequent set forth in this Judgment, the revived Bay
28 Environmental Pension Plan and Bay Environmental Retirement Plan ("the Plans") shall be

1 deemed to have fully, completely, and finally settled and discharged the Released Claims. The
2 Plans shall be bound by the Settlement, shall have exclusive recourse to the benefits, rights, and
3 remedies provided by the Settlement, and shall be precluded from pursuing any other action,
4 demand, suit, or other claim, in any judicial or administrative forum whatsoever, against the
5 Released Persons with respect to the Released Claims.

6 7. Subject to the condition subsequent set forth in this Judgment, the BEM Releasors
7 absolutely and unconditionally release and forever discharge the FSC Releasees from
8 Defendants' Released Claims, and the FSC Releasors absolutely and unconditionally release and
9 forever discharge the BEM Releasees from Defendants' Released Claims.

10 8. Nicholas L. Saakvitne is appointed as Administrator of the Settlement, Successor
11 Trustee, Plan Administrator, and Named Fiduciary of the Plans, pursuant to the terms of the
12 Fiduciary Services Agreement attached to the Settlement as Exhibit E. There are no other
13 fiduciaries to the Plans.

14 9. The Administrator shall implement the Settlement in accordance with Paragraphs
15 5.10 and 5.11 of the Settlement.

16 10. The Plan of Allocation set forth in redacted form as Exhibit A hereto is hereby
17 APPROVED.

18 11. The request for incentive awards to each of the Named Plaintiffs, to be paid from
19 the Settlement Fund, is hereby GRANTED in the amount of \$15,000.00 each. In accordance
20 with the terms of the Settlement, such incentive awards shall be paid within ten (10) business
21 days after the Effective Date.

22 12. For the reasons set forth in Class Counsel's motion for an award of attorney fees
23 and reimbursement of expenses, that motion is hereby GRANTED and Class Counsel is awarded
24 \$570,000 in attorneys' fees and \$88,962.13 in costs, to be paid from the Settlement Fund. In
25 accordance with the terms of the Settlement, such fees and expenses shall be paid within ten (10)
26 business days after the Effective Date.

27 13. The Court reserves jurisdiction over the implementation of the Settlement for all
28 purposes, including (without limitation) all matters relating to the administration, interpretation

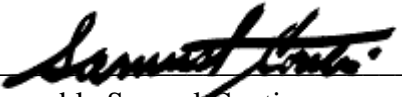
1 and effectuation of the Settlement and this Judgment.

2 14. Upon completion of the implementation of the Settlement, the Parties shall submit
3 the Implementation Notice to the Court, substantially in the form attached to the Settlement as
4 Exhibit D.

5 15. Upon the filing of the Implementation Notice, the condition subsequent referenced
6 in Paragraphs 4 through 7 of this Judgment will be satisfied.

7
8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED.

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10 Dated: March 28, 2011



Honorable Samuel Conti
United States District Judge